



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

REGULAR MEETING – Wednesday, March 6, 2024 County Board Room, Room 172

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

Health and Human Services Committee of the Whole:

Discussion

- 1.) Health and Human Services 2023 Annual Report TAB 1

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

- 2.) Payment of County's Warrants for HHS TAB 2
3.) Mileage Reimbursement Request TAB 3

Board of Commissioners' Business Meeting

Consent Agenda:

- 1.) HHS Committee Recommendation – Health and Human Services 2023 Annual Report TAB 1
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS TAB 2
3.) HHS Committee Recommendation – Mileage Reimbursement Request TAB 3
4.) Minutes from the February 21, 2024 Meeting TAB 4
5.) Payment of County's Warrants and Miscellaneous Bills TAB 5
6.) Recognition of County Staff March Anniversaries TAB 6
7.) New On-Sale Liquor License Request – Abella Wedding and Events TAB 7
8.) Acceptance of Donation – K9 Trial Spilt – U.S. Police Canine Association TAB 8

Other Business of the County Board

- 9.) 2025 and 2026 ARMER USER/SUBSCRIBER Agreements TAB 9
10.) Proclamation – Honoring the Life and Legacy of SWCD Supervisor Roland Cleveland TAB 10
11.) CSAH 10 Reconstruction Project – Peterson Companies TAB 11
12.) Equipment Expenditure Requests – 3 1-Ton Work Trucks, Public Works TAB 12
13.) CLA Cyber Security Audit and Policies Update TAB 13
14.) UPS Replacements for County Server Rooms TAB 14
15.) Out of State Travel – International Wireless Communications Expo, Orlando, FL TAB 15
16.) Ratification of 2024-2025 CBA w/ AFSCME – Highway Maintenance Superintendents TAB 16
17.) Final Plat of Make Properties - Make Properties, LLC and Mark Rand & Carrie Rand TAB 17
18.) Ratification of 2024-2025 CBA w/ LELS – Non-licensed Supervisors TAB 18
19.) West Rush Lake Letter of Support – Rush Lake Improvement Assoc. – Rep. Stauber TAB 19

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
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

*******Future Schedule*******

March 20th at 7:00 Public Hearing regarding
'Use of Cannabis and Cannabis Derived Products in Public' Ordinance

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

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meeting on Wednesday March 6th and all other Committees until March 10th 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 Sunrise Bay, 10 Tampa Pl, Marco Island, FL 34145, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.



TAB 1

Chisago County Health and Human Services

Annual Report: 2023

Chisago County Health and Human Services

February 26th, 2024



Introduction

2023 was a very busy year for Health and Human Services. The pandemic ended and we worked to return to the new normal that is now our normal. This is a review of highlights of some of the Human Services work done over the last year. Public Health is not included in this presentation, but their work will be highlighted in a future presentation.





Our team



**Courtney
Wehrenberg**

Public Health
Administrator

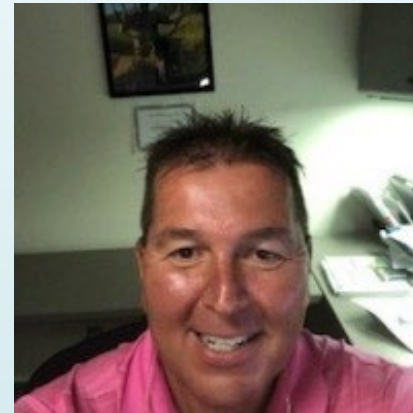
Since December 2016



Jolene Thorsen

Division Manager
Aging and Disabilities
and Behavioral Health

Since May 2020



Todd McMurray

Division Manager
Family Services and
Economic Support

Since August 2019



Mark Florin

Division Manager
Fiscal Operations

Since March 2018



Family Services and Economic Support Division

Family Services

Child Protection Services: Intake/Assessment, PSOP, and Case Management

Child Foster Care Licensing

Daycare Licensing

Economic Support Services

Food Support

Childcare Assistance

Medical Assistance programs

Child Support

Family and Adult Financial Cash Programs



Child Protection Intake and Assessment and Parent Support Outreach (PSOP)

1,089 CP intakes were received in 2023

185 screened in for Investigation/Assessment

197 children screened in for Assessment

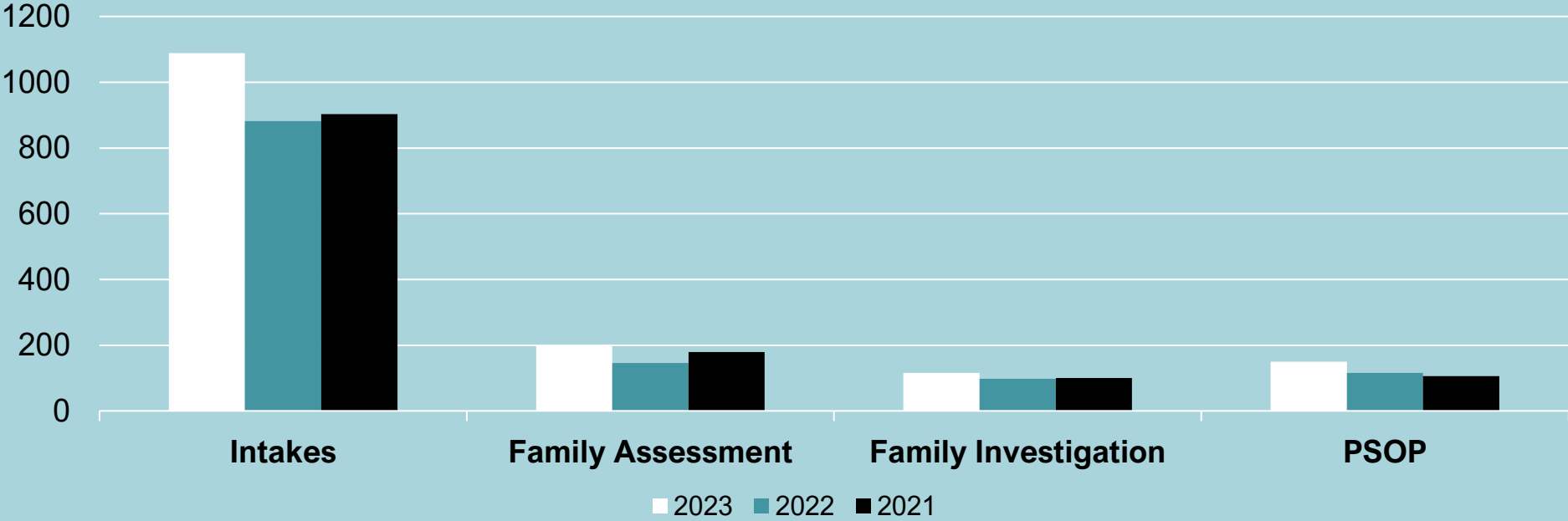
116 children screened in for Investigation

137 cases referred to Parent Support Outreach Program

13 cases were opened for general Child Welfare



Child Protection Intake and Assessment and PSOP





Forensic Interview Room





Child Protection Case Management

Child Protection Workers provided Case Management Services for 271 individuals in 2023

83 children were placed outside of their home

8 Adoptions were finalized



Family Visitation Room





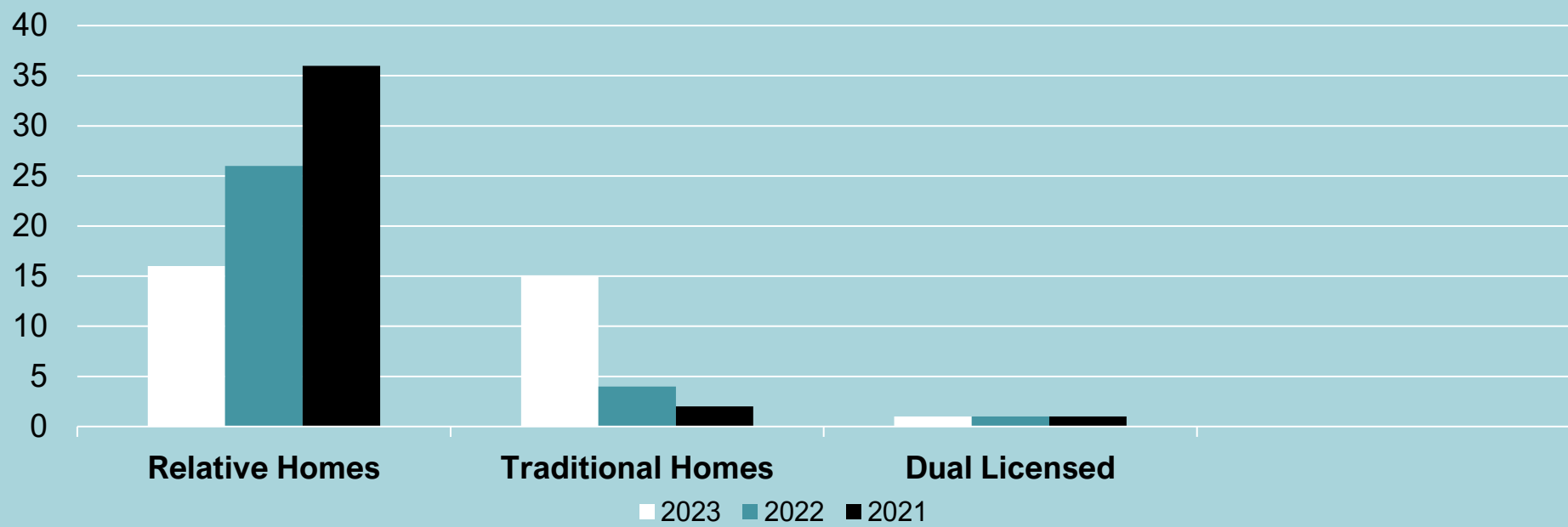
Child Foster Care Licensing

Currently Chisago County has 16 licensed relative child foster homes for Chisago County, other Minnesota County, or ICPC placements

Chisago Currently has 15 traditional child foster homes to assist with placements for children



Licensed Child Foster Care Homes in Chisago County





Childcare Licensing

Chisago County licensed 58 Family Childcare Providers in 2023. 44 variances for capacity were also granted in 2023.

The Licensing Team focused much of their time in 2023 to recruiting new family providers through community events, community education classes and resource fairs.

First Children's Finance provided funding to the Childcare Coalition to provide start up grants for eligible new providers.



Citizen Review Panel

Mission Statement: To facilitate citizen participation and provide 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.

Chisago County Citizen Review Panel focused on recruitment and growth in 2023. Additionally, they participated in 8 maltreatment reconsideration case reviews.



Citizens Review Panel





Income Maintenance Intake Applications

Income Maintenance staff processed 2,588 new applications for public assistance in 2023. This is a 12% increase over 2022.

This increase in applications is due primarily to the effects of eliminating stimulus payments, decreased unemployment benefits, E-SNAP cancelation and the ending of the rent/eviction moratorium.



Income Maintenance Family Cash Programs

Minnesota Family Investment Program (MFIP) is the state's primary program for helping low-income families with children. 2,077 individuals were served issuing \$825,278 in benefits.

Divisionary Work Program (DWP) is a 4-month program to help individuals find employment. 196 individuals were served issuing \$30,887 in benefits.

Emergency Assistance (EA) is a onetime payment for unexpected shelter/utility/car repair expenses. \$24,408 issued.



Income Maintenance Adult Cash Programs

Minnesota Supplemental Aid (MSA) provides cash assistance to adults receiving Supplemental Security income. 1,421 individuals were served providing \$202,771 in benefits.

General Assistance (GA) is for individuals not receiving Social Security and are over 55 and unemployable. 945 individuals were served providing \$160,065 in benefits.

Emergency General Assistance (EGA) can be accessed once in a 12-month period to assist with unexpected shelter/utility expenses. \$3,165 was distributed.

Housing Supports pays for room and board for seniors and adults with disabilities. In 2023 we served 1,458 individuals providing \$681,308 in benefits.



Income Maintenance Food Support

Supplemental Nutrition Assistance Program (SNAP) is a federal food program for adults/children not living in a facility. SNAP helps low-income residents obtain food and supports state and local communities. Every \$5 in SNAP benefits generates about \$9.20 in community spending.

On average, 2,534 individuals in Chisago County received SNAP benefits each month in 2023 for a total expenditure of \$5,320,044.



Income Maintenance Medical Assistance

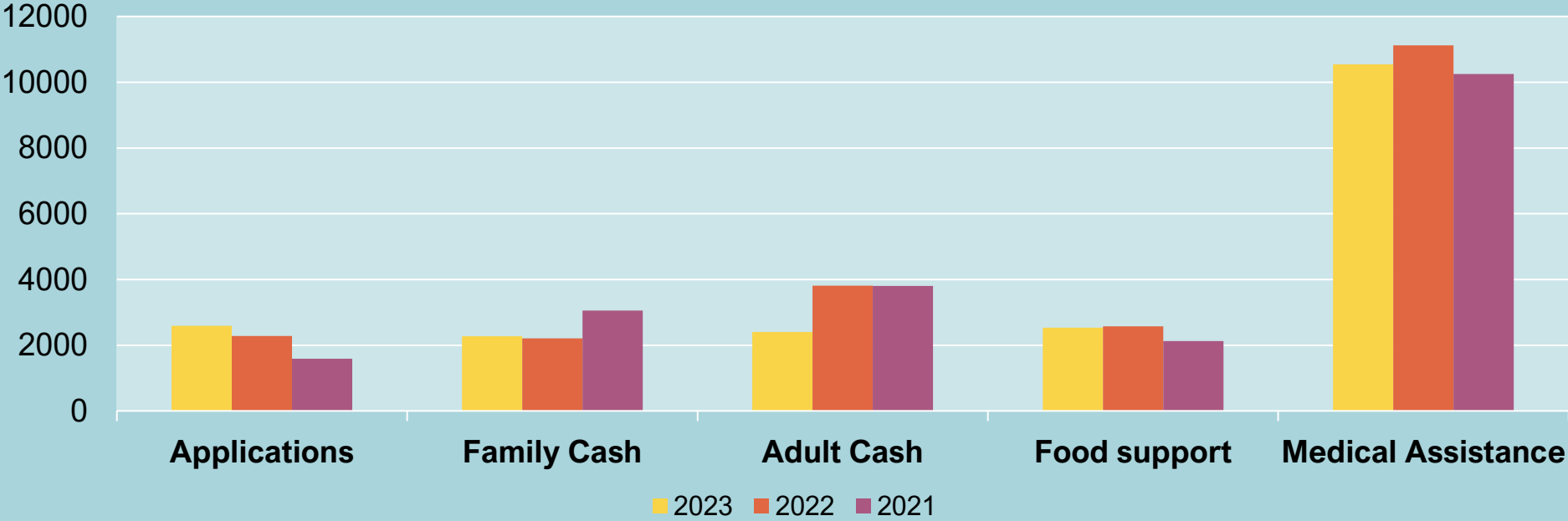
Minnesota Eligibility Technology System (METS) is the MNSURE public program for individuals under age 65, not disabled, income qualified.

8,561 Chisago County residents received services through MNSURE Medicaid in 2023.

Medical Assistance (MA) is the old system or cases yet to be converted to METS. This includes individuals over 65, long term care, disabled, and employed disabled. We served 1,984 individuals on MA in Chisago County in 2023.



Income Maintenance





Income Maintenance Medical Assistance Unwinding 2023

Medical Assistance unwinding required individuals to renew their Medical Assistance. The renewal process had been waived throughout the pandemic. This process began in July of 2023, however, training and preparation for our staff began earlier in the year. Many state and federal policies and procedures have been updated throughout the process. This has created more manual workarounds for staff processing the renewals.

Both staff and clients have experienced significant challenges, particularly in long-term care cases. Spenddowns had been frozen or decreased during COVID. As cases are renewed, nearly everyone's spenddown or waiver obligation has increased or for some it has started for the first time.



Income Maintenance Childcare Assistance

Childcare Assistance (CCA) subsidies can be paid to qualified providers to assist qualified low-income families.

79 Chisago County families received childcare assistance in 2023. In late August HHS implemented a waiting list to add families to this program. At that time we were overspent by \$110,000 and felt it necessary to limit additional growth. We did end the year \$71,000 overspent, however, there was sufficient underspending statewide to cover 100% of overspending at the county/tribal level.



Income Maintenance Fraud Prevention

Fraud Investigations for Public Assistance Programs are state grant funded and conducted by the Chisago County Sheriff's Office.

Health and Human Services receives a \$65,000 grant that we pay to the Sheriff's Office.

In 2023 there were 48 investigations conducted

There was a savings of \$21,772 in program benefits

Identified \$24,792 in overpayments for recoupment

6 individuals were disqualified for intentional fraud

5 participants signed intentional program violations, waiving their right to a hearing.



Income Maintenance Child Support

Chisago County has 1,569 open Child Support Cases. Child Support staff have an average case load of 224.

Paternity Establishment	107%	State Average	96%
Child Support Orders	95%	State Average	86%
Collections on current support	79%	State Average	73%
Collection on Arrears	78%	State Average	70%
Cost Effectiveness	\$6.21	State Average	\$2.68

Chisago County is 2nd in the state for cost effectiveness. This is determined by the total amount collected divided by the total cost of the dollars expended to run the program.



Chisago County Operation Community Connect (OCC)



October 19, 2023



Aging and Disabilities and Behavioral Health Division

MnCHOICES Assessment and Support Planning

Medicaid Waiver Services (Case Management)

Behavioral Health / Substance Use

Adult Protection

Guardianship

Adult Foster Care and Corporate Child Foster Care Licensing



Aging and Disabilities Division MnCHOICES Assessment

MnCHOICES Revision launched in September 2023. The project has been in the works for several years and has rolled out in four phases. We are currently in phase two, moving into phase three. We have over half of our staff completing assessments in the new system. Our goal is to be fully transitioned into Revision by May 31, 2024.

In 2023 our MnCHOICES Assessors completed 1,067 MnCHOICES Assessments. We currently have a wait list due to the high number of new intakes we are receiving.



Aging and Disabilities Division Medicaid Waivers

Medicaid Waivers provide Home and Community Based Services (HCBS) for people with disabilities and older adults.

BI	Brain Injury Waiver	CAC	Community Alternative Care
CADI	Community Access for Disability Inclusion	DD	Developmental Disability
EW	Elderly Waiver		

Funded by State and Federal funds. Chisago County 2023 Waiver Allocation:

DD	\$25,521,969
CAC, CADI, BI	<u>\$37,748,956</u>
Total Budget	\$63,270,925



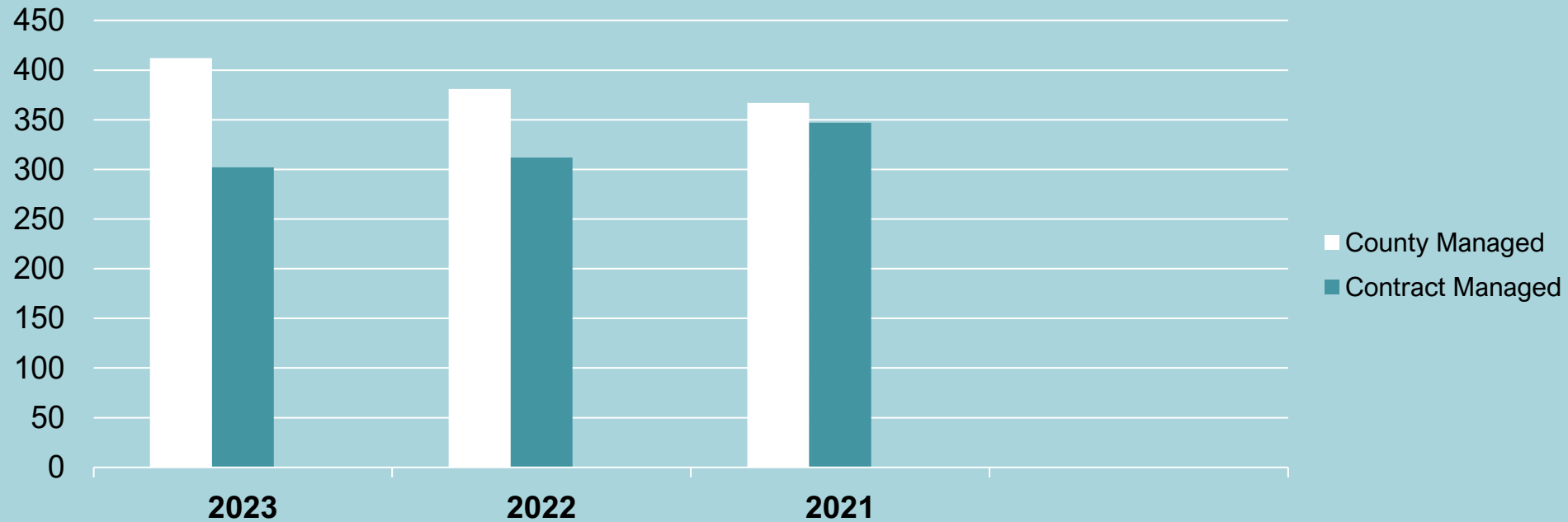
Aging and Disabilities Division Medicaid Waivers

Medicaid Waiver Case Management:

Chisago County's six full time Case Managers currently manage 412 waiver cases in house and we contract with two agencies to provide case management services for an additional 302 Chisago County residents. These numbers continue to increase, as we see with the increased number of MnCHOICES Assessments. Our Case Managers are at their maximum for caseload. Because Case managers bill the waiver for their time supporting individuals, this brings funding into Chisago County. Due to the increased need and demand, HHS is currently at our maximum capacity.



Aging and Disabilities Waiver Case Management





Aging and Disabilities Division Behavioral Health

In 2023, Chisago County Behavioral Health provided Case Management services for 206 adults and 116 children.

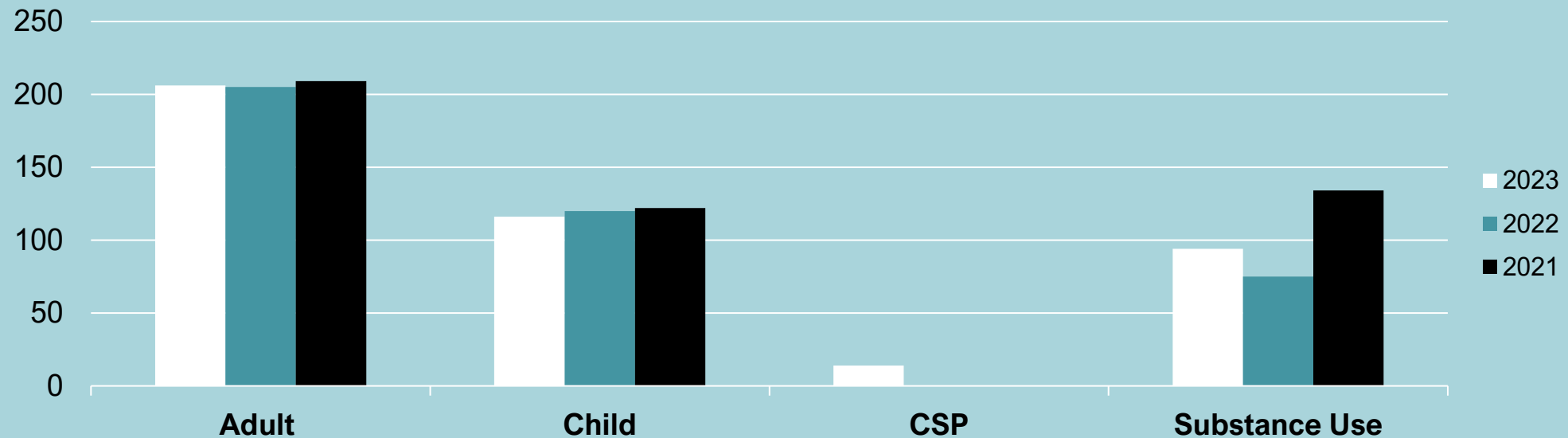
The number of individuals served for Behavioral Case Management has remained consistent over the last number of years due to the limitations of our own internal capacity. We last added an additional Behavioral Health Case Manager in 2021. We have seen a continued increase in the need and demand for Behavioral Health services and have made internal changes to the way we conduct business to increase efficiencies, however, the demand continues to grow.

In 2023, we moved Behavioral Health Intake out of our Child Protection Intake to provide more outreach, more efficient screening, and more immediate support for people seeking services.



Aging and Disabilities Behavioral Health

Behavioral Health Case Loads





Aging and Disabilities Division Behavioral Health

In 2023, Chisago County Behavioral Health assumed the operation of the Drop-in-Center located at the Main Street Church in North Branch. The Drop-in-Center is open Wednesdays from 10-2. It provides a place for individuals with mental health concerns to spend time with peers in planned activities and groups. Our staff assist with resources and services.

We have also begun providing Community Support Programs (CSP) to individuals with a serious and persistent mental illness (SPMI). We have provided this service to 14 individuals in 2023 and are expanding the service in 2024. This is a service we do bill for.



Aging and Disabilities Division Behavioral Health

In 2023, with the Board's approval, we created a new position of a Community Outreach Social Worker. This position was filled December 1st, 2023. This individual will have a focus on community-based coordination working closely with the Sheriff's Office. The goal of this position is to increase access to support services to at-risk individuals as they navigate housing, health care, and social services in Chisago County.



Aging and Disabilities Division Adult Protection

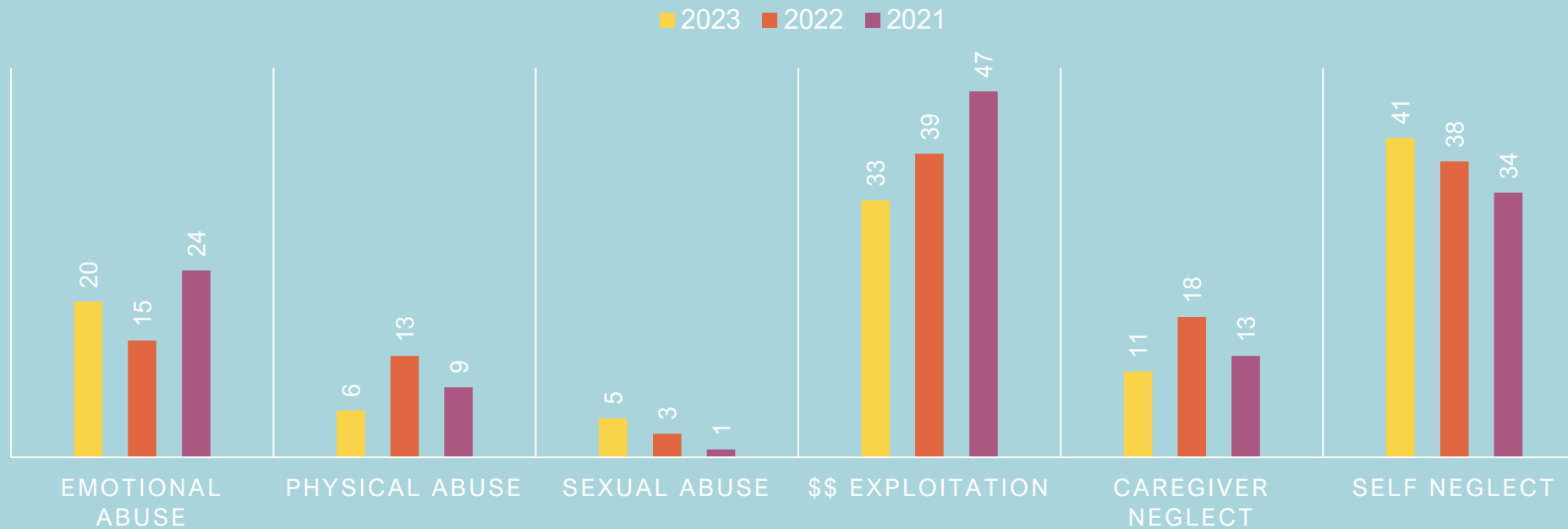
State-wide, all Adult Protection Reports go through the Minnesota Adult Abuse Reporting Center (MAARC). Reports are then referred to the appropriate agency.

Chisago County has one full-time Adult Protection Worker and one worker that does Adult Protection and Adult Foster Care Licensing.

Chisago County Received 430 Adult Protection Reports in 2023.



Aging and Disabilities Division Adult Protection





Aging and Disabilities Division Guardianship

Chisago County Case Managers provided guardianship services to seven adults in 2023. These individuals are wards of the state (State Guardianship or under the DHS Commissioner).

We contract with Solid Oak Financial Services and Resource Training and Solutions to provide guardianship and/or conservatorship services for 33 adults requiring these services (Public Guardianship). These number have declined slightly over the last few years as we have worked with family members to fill the role of guardian, where appropriate.

This is a service that County levy dollars fully fund.



Aging and Disabilities Division

Adult Foster Care and Corporate Foster Care Licensing

Chisago County currently has:

- 61 Licensed Community Residential Settings (CRS)

- 20 Licensed Family Adult Foster Care Homes

- 1 Child Foster Residence Setting (CFRS) corporate

- 3 Dual Licensed Homes (adult/child)

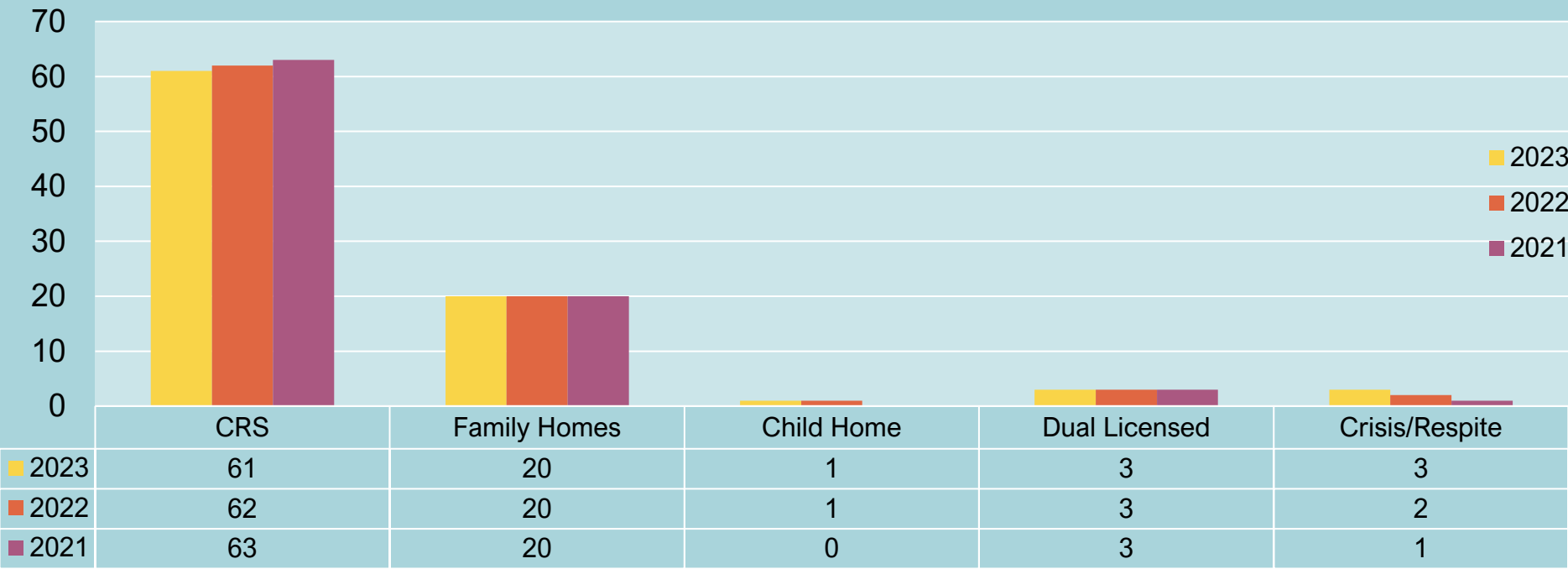
- 3 Corporate Homes with Crisis or Respite fifth bed variance

Total number of licensed homes has remained fairly consistent over the last few years, however, there have actually been a number of changes with some providers closing homes due to staffing shortages, and others moving into the county to address needs.



Aging and Disabilities Division

Adult Foster Care and Corporate Foster Care Licensing





Fiscal Operations Division

Budget Administration

Accounting/Billing

Collections

Contract Management

Fiscal Host



Fiscal Operations Division Budget Administration

Health and Human Services 2023 Expenses: \$16,130,212

Health and Human Services Revenue Generated: \$8,875,485

Chisago County Tax Levy Dollars: \$8,675,442

Health and Human Services budget for 2023 was 103% of projected revenue and 96% of projected expenses.



Fiscal Operations Division

Accounting/Billing

Billing all Medicaid Waivers

Billing from contracts, PMAPS, and TCM

Foster Care Billing and Payments

State and Federal grant allocation billing and payments and grant management

Rep-Payee for individuals under state guardianship and minors placed by HHS

Fiscal Host for the Local Collaborative Time Study (LCTS) and the Opioid Settlement Funds (Opioid Action Council)

Other miscellaneous billing and payments as required

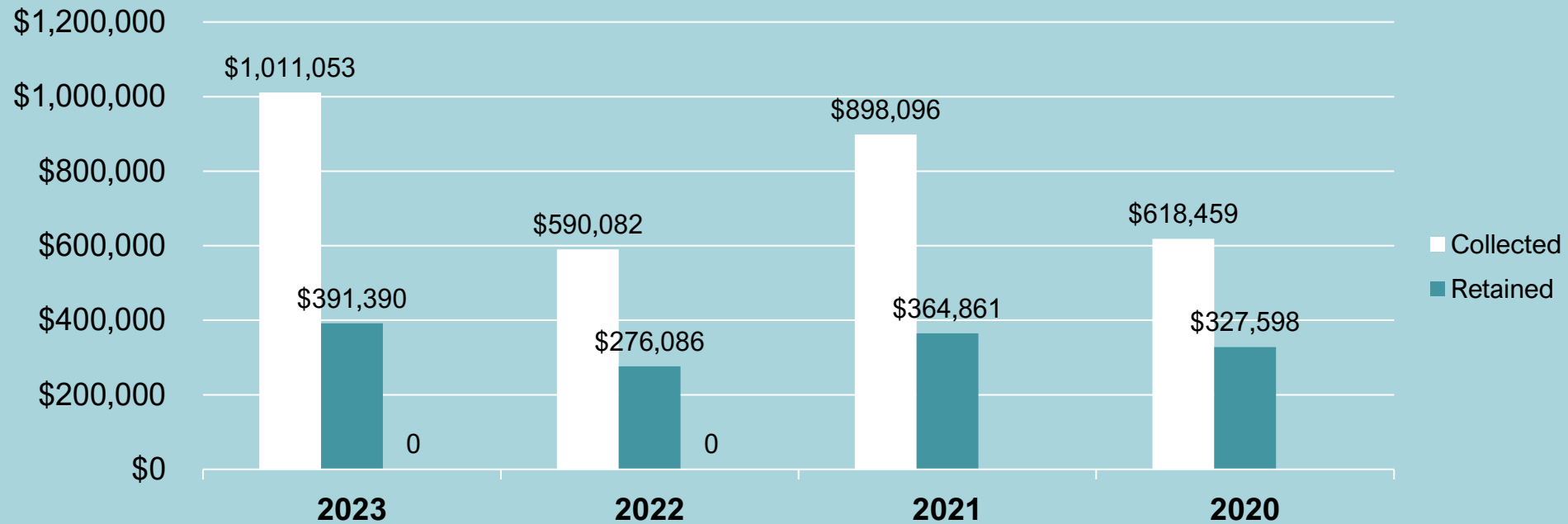


Fiscal Operations Division Collections

Out of Home Placement Fees:	\$183,148
Detox Fees:	\$ 11,467
Medical Assistance Recoveries:	\$694,833
Fraud/Error:	\$ 23,013
Child Support Redirect:	\$ 7,198
Housing Support:	\$ 76,529
Miscellaneous:	\$ 14,865



Fiscal Operations Division Collections





Fiscal Operations Division Contract Management

HHS grants and funding allocation agreements

State and Federal contracts and allocations

Contracts that Health and Human Services has with other vendors and service providers

Public Health grants and agreements

Veterans Services grants and agreements

Other miscellaneous contracts or agreements that occur throughout the year



Fiscal Operations Division

Budget variables or other factors that impact Health and Human Services budgeting:

- State and Federal governments operate on different fiscal years and the funding is allocated or adjusted based on those fiscal years.
- State and Federal Mandates may change based on legislative action.
- Health and Human Services deals with the unpredictable “human factor.”



Veterans Services

Chisago County has one Veterans Service Officer and one support staff serving our community

3,956 Veterans in Chisago County

Federal Benefits to Chisago County Veterans

- Compensation and Pensions: \$24,000,000
- Education and Vocational Rehabilitation: \$ 1,522,000
- Insurance and Indemnities to surviving spouses: \$ 434,000
- Medical care to Chisago County Veterans: \$15,234,000
- Total Federal VA expenditures to Chisago County Veterans in 2023 was \$41,705,000





Veterans Services

Veterans Services Office Data

- 383 office visits
- 908 phone calls
- 216 emails from Veterans
- 24 Veterans signed up for medical benefits for the first time
- 332 forms completed and sent to the VA
- 1495 new forms filed

Veterans Office Other Services

- 123 van trips to Minneapolis and St. Cloud
- 50 Veterans rode the van, 217 actual van riders served.
- Revenue earned \$3,409
- Coffee Talks 2nd and 3rd Tuesday each month
- Outreach in assisted living facilities and nursing homes
- Other outreach events



Health and Human Services

Looking forward into 2024...

We anticipate that the state legislature will make some funding decisions that could negatively impact some of our current allocations or our ability to collect some fees from individuals or families. As always, there is the concern that the state may require us to provide additional services with no additional funding.

We continue to make some organizational structural changes within Health and Human Services to better and more efficiently meet the service needs of our growing communities.

- Increase our accessibility/availability to the community through active outreach and possible satellite locations.
- Continue to increase the use of technology to better and more efficiently serve the community.





Health and Human Services

Looking forward into 2024...

Child Protection Intakes have been increasing and the state is looking to make changes to the entire Child Protection system. With the implementation of the Family First Prevention Services Act (FFPSA) more emphasis is being placed on prevention efforts.

Over the last four years we have continued to grow our Parent Support Outreach Program (PSOP). This continued growth has led to increased funding for the program as well. We will work to continue to work to grow the PSOP program.

With the addition of the new Child Welfare Case Manager in Child Protection we have increased our ability to proactively reach out to families in need of supports.

The Family First Prevention Services Act does make some additional funding available to Counties for prevention efforts. We will evaluate how best the limited funding available can be utilized to best serve our constituents.





Health and Human Services

Looking forward into 2024...

We anticipate that with the continued population increase in the County, the demand for services will continue to rise as well. This is evident particularly in our Aging and Disabilities and Behavioral Health areas.

We will need to increase Behavioral Health access, community awareness, and collaboration. To better serve the community needs we will want to:

- Continue to evaluate the role of the new Community Outreach Worker
- Add a new Behavioral Health Case Manager (Child Behavioral Health)
- Add a new Waiver Case Manager
- Reorganize our Social Services structure to eliminate the Social Service Team Lead positions and replace that role with supervisors.
- Expand our CSP services and use of the North Branch Drop-in Center.





Health and Human Services Looking forward into 2024...

Thank you, Commissioners, for your support for Chisago County Health and Human Services. Our staff accomplished great things in 2023 with your support. We are looking forward to accomplishing many more great things for our residents and communities with your continued support throughout 2024.

We will be presenting the Public Health 2023 Annual Review at one of the next couple upcoming HHS Board Meetings.



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 6, 2024**

TAB # 2

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
3/8/2024	\$ 20,946.51	3/6/2024	Commissioners Warrants
2/23/2024	\$140,765.38		Auditor Warrants
	\$161,711.89	Total	

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

Chisago County Request For Board Action

Meeting Date: March 6, 2024	Item Number: 3
Title of Item for Consideration: Mileage Reimbursement Request	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Late submission of Mileage Reimbursement by Behavioral Health Supervisor, the date of travel was 11/27, 11/30, 12/5/, 12/6, 12/13, 12/14, 12/15/, 12/18, 12/19, 12/21, 12/22 for Theresa Allen. Attachment(s): Mileage Reimbursement Request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the request for mileage reimbursement of \$162.34 for an over 60-day mileage claim. The suggested motion is as follows: <i>“Move to approve late submission of mileage reimbursement by supervisor.”</i>	
Implications of Action: Staff will be reminded of the 60-day policy. Budget/Financial Implications: Budgeted Levy Dollars Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

TAB 4

CHISAGO COUNTY BOARD OF COMMISSIONERS UNOFFICIAL PROCEEDINGS Wednesday, February 21, 2024

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, February 21, 2024 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday, February 21st 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.

Chair Dunne called for a moment of silence for the fallen police officers and firefighter & paramedic from Burnsville PD.

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

On motion by Montzka, seconded by Greene, the Board opened the Road and Bridge Committee of the Whole at 6:32 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

On motion by Montzka, seconded by Dunne, the Board moved items 1-9 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Dunne, Montzka, Dahlberg. **OPPOSED:** Greene

On motion by Montzka, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 6:59 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Public Hearing – 7:00 p.m. – 2024 Fee Schedule: Changes in Recorder Fees

On motion by Dahlberg, seconded by Montzka, the Board moved open the Public Hearing for the 2024 Change in Recorders Fee Schedule at 7:00 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

of SPEAKERS – 0

On motion by Greene, seconded by Montzka, the Board moved to close the Public Hearing at 7:01 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the Consent Agenda and remove item 2: 2024 Transportation Improvement Plan. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) ~~R&B Committee Recommendation – 2024 Transportation Improvement Plan~~
- 3.) R&B Committee Recommendation – Right of Way Acq. Services Contract – CSAH 10
- 4.) R&B Committee Recommendation – AET Subsurface Testing Services – CSAH 10
- 5.) R&B Committee Recommendation – CSAH 10 Drainage Design Services Contract
- 6.) R&B Committee Recommendation – CSAH 10 Recon. Project Construction Testing
- 7.) R&B Committee Recommendation – AET Subsurface Testing Services – CSAH 19
- 8.) R&B Committee Recommendation – AET Subsurface Testing Services – CSAH 30
- 9.) R&B Committee Recommendation – CSAH 16 Bridge Replacement Project Cons.
- 10.) Minutes from the February 7, 2024, County Board Meeting
- 11.) Payment of County’s Warrants and Miscellaneous Bills \$721,092.33
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.
- 12.) Application for Exempt Permit – Knights of Columbus 15227

RESOLUTION NO. 24/0221-1

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.

13.) Voting Grant Allocation Agreement

14.) Authorization for County Auditor-Treasurer to Proceed with Year-End Transfer of Funds

AMENDED: Application for Exempt Permit – East Central Friends of NRA

RESOLUTION NO. 24/0221-2
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.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the item 2 on the Consent Agenda: R&B Committee Recommendation 2024 Transportation Improvement Plan. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Dunne, Montzka, Dahlberg. **OPPOSED:** Greene

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

On motion by Montzka, seconded by Greene, the Board moved to accept the Environmental Services Director's Report and the 2023 Chisago County Parks and Trails Annual Report. 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 repeal Resolution No. 23/0215-1 and adopt Resolution No. 24/0221-3 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.

RESOLUTION NO. 24/0221-3

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

(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 related to the item 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 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 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 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.

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

On motion by Dahlberg, seconded by Montzka, the Board moved to approve payment for Sunrise Prairie Regional Trail Segment G Construction Project No. 13-SPT-23 Invoice/Pay Voucher #3 order request from Knife River. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the 2024 Aquatic Invasive Species Prevention Aid Program including the specific agreements, personnel actions, and Memorandum of Understanding as presented at tonight's meeting. 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 accept the February 14th Budget and Finance Report, approve purchase of the Encryption Licenses for CCSO Mobile and Portable Radios and Consoles using ARPA ARMER funds, approve the purchase the additional radio requests using ARPA – ARMER funds, approve the purchase of VPN Service for CCSO Squad cars using ARPA – Unallocated funds, approve funding all the equipment and cars needed for the increased City of Stacy contract with ARPA-Unallocated funds, approve purchasing ARMER radios for the Public Works Department using ARPA – ARMER funds, approve purchasing the security camera system for the Chisago Lakes Library with ARPA – ARMER funds, and approve payment of the unpaid overdue MN Unemployment Insurance bill from the County general fund. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the 2024 TIP plan. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Dunne, Montzka, Dahlberg. **OPPOSED:** Greene.

On motion by Greene, seconded by Montzka, the Board moved to approve the proposed Professional/Technical Services Contract between Therapeutic Services Agency, Incorporated and Chisago County, as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the per diem of \$55 for Chisago County Citizen Review Panel members. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Chair Dunne gave the gavel to Vice-Chair Dahlberg.

On motion by Dunne, seconded by Swenson, the Board moved to approve the SHIP Grant Agreement – North Branch Disc Golf Association. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Vice-Chair Dahlberg gave the gavel to Chair Dunne.

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve the 2024 Fee Schedule – Recorder Fees. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 8:10 p.m. **END TIME** – 8:10 p.m.
of SPEAKERS – 0

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

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

On motion by Montzka, seconded by Greene, the Board adjourned the meeting at 8:33 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
March 6, 2024**

TAB # 5

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 3/7/2024 \$732,438.08

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	200,375.43	General Revenue Fund	
	3	99,789.67	Road And Bridge Fund	
	12	67,206.87	Capital Equipment Fund	
	14	27,609.69	Solid Waste Fund	
	15	337,456.42	Park Aquisition & Improvement Fi	
	All Funds	732,438.08	Total	Approve



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 6, 2024**

TAB # 6

**Recognition of Years with the County
March**

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Position	Years with County
Scott S.	Emergency Mgmt Director	31
Julie T.	Child Support Officer	25
Mathew C.	Engineering Tech Senior	24
Nicole J.	Senior Social Worker	23
Angela K.	Social Services Supv MH	23
Julie B.	Dep Aud/Treasurer II	20
Joshua M.	Telecommunicator	18
Daniel A.	Investigator	16
Kristin B.	Telecommunicator	16
Margaret M.	Telecommunicator	12
Derek A.	Captain	12
Amy L.	Office Manager - Aud/Trea	11
Annette S.	Human Services Superv	10
Aimee C.	Asst. Co Attorney II	9
Krista C.	Senior Social Worker	9

Molly G.	Senior Social Worker	9
David C.	Equipment Operator Hwy	8
Teresa S.	Senior Social Worker	7
Lisa L.	Senior Social Worker	7
Mark F.	Fiscal Operatn Div Mgr	6
Derek G.	Deputy Sheriff	5
Robert S.	Security Officer	5
Jacquelynn O.	Soil District Employee	5
Tamara F.	Financial Asst Pub Wrks	4
Bryan R.	Fleet Main Tech Hwy	3
John L.	Asst County Attorney I	2
Jessica L.	Eligibility Worker	2
Mackenzie H.	Community Health Spec	1
Sara H.	Social Worker	1
Danielle Q.	Records Clerk/Transcrip	1
Jamie S.	Case Aide HHS	1
Evelyn B.	Office Support - Env	1

Chisago County Request For Board Action

Meeting Date: March 6, 2024	Item Number: 7
Title of Item for Consideration: New On-Sale Liquor License Request – Abella Wedding and Events	
Action Requested by: Bridgitte Konrad, County Auditor	Department: Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The applications are for a permanent On-Sale Liquor License for Abella Wedding and Events located at 11720 256th Street, Chisago City, MN 55013. They are recommended by the Sheriff's office and Attorney's office for approval. Attachment(s): License Applications for On-Sale Liquor License (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the on-sale Liquor License Application for Abella Wedding and Events in Chisago Lakes Township. The suggested motion is as follows: <i>“Move to approve the on-sale Liquor License Application for Abella Wedding and Events in Chisago Lakes Township.”</i>	
Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their establishment. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request For Board Action

Meeting Date: March 6, 2024	Item Number: 8
Title of Item for Consideration: Acceptance of Donation – K9 Trial Spilt – U.S. Police Canine Association	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: U.S. Police Canine Association has donated \$2,151.60 to the Chisago County Sheriff's Office for their share of the K9 Trial Splits.	
Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution accepting the donation for the Chisago County Sheriff's Office from the U.S. Police Canine Association for \$2,151.60 for their share of the K9 Trial Splits. The suggested motion to approve is: <i>“Move to approve the resolution accepting the donation for the Chisago County Sheriff's Office from the U.S. Police Canine Association for \$2,151.60 for their share of the K9 Trial Splits.”</i>	
Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donations for the program.	
Budget/Financial Implications: There are no budgetary or financial consequences to this the passing of the Resolution.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 24/0306-XX ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2024:

- \$2,151.60 from U.S. Police Canine Association for K9 Trial Splits

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None

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

Approved: March 6, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: March 6, 2024	Item Number: 9
Title of Item for Consideration: 2025 and 2026 ARMER USER/SUBSCRIBER Agreements	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: In 2012-13, the County Board entered into a series of agreements with multiple police and fire departments for operation of the County’s Allied Radio Matrix for Emergency Response (ARMER) system; an 800 MHz trunked public safety radio system required by the U.S. Federal Government and the State of Minnesota. This is generally known and understood as the ARMER Radio System (towers sites, related system hardware and individual portable and mobile radio units). Key definitions in understanding the ARMER program include: SUBSCRIBERs include police and fire departments utilizing uniform radios purchased, provided by, maintained by and warrantied through Chisago County, currently only the Chisago County Sheriff’s Office and North Branch Police Department; USERs include police and fire departments who secure their own radios, radio warranties, and radio maintenance and/or who accept the County’s “as is” sale of older ARMER Radios. - On January 17th, 2018, the Chisago County Board of Commissioners unanimously acted to address longstanding operating and capital replacement financial deficiencies with ARMER program, to include establishing: - A 2019 ARMER Radio Subscriber Fee of \$1,290 per radio (\$630 per County-provided radio for direct costs and \$660 per radio for indirect costs) and a USER Fee of \$1,235 (\$575 per USER-provided radio for direct costs and \$660 per radio for indirect costs); - A new ARMER Subscriber Radio Replacement Fee of \$890 per County-provided radio for 2019-23; and - A funded capital equipment replacement program for future Radio refresh cycles. - On February 21st, 2018, and after receiving feedback from the Subscribers-Users Group, the Chisago County Board of Commissioners unanimously acted to further modify the ARMER Program, to include the following: - Reducing the 2019 Subscriber Fee from \$1290 per Radio to \$630 per Radio (with the County continuing to subsidize over 50% of the annual operating costs for the ARMER system, estimated at \$305,863 in 2019); - Purchase, warranty and maintenance of new County-provided Radios for requesting SUBSCRIBERS via the annual Subscriber Fee, beginning in 2019; - Beginning in 2019, allowing system USERS to purchase from the County existing Radios “as is”, or acquire on their own acceptable and compatible Radios, and utilize them on the system; and - Establish an ARMER Technical Committee comprised of representatives from Police,	

Fire and County MICS departments to discuss operational issues and keep abreast of current and future system requirements and challenges.

- On August 8th, 2018, Annual Invoices were sent to System Subscribers and Users and included the following information:

“As relayed to you in February, the Chisago County Board of Commissioners has agreed to no fee increase over the 2017 ARMER Radio Subscriber fee of \$605 per unit.

Please note: If your organization has elected not to utilize new Motorola radios provided through Chisago County, then, beginning in January 2019, the County will be unable to provide maintenance/warranty services for remaining existing radios or new radios purchased by you. Your organization will be fully responsible for acquiring its own radios and/or maintaining any existing radios made available to you, at your own expense and risk.

With respect to existing radios: It is the intent of the County to, at the end of 2018, formally transfer these assets to those partners who have requested such. . . .

Also of note: Use of new radios or continued use of existing radios will be subject to certain ARMER system specifications and technical parameters required for operation. Such are being prepared and will be disseminated to all organizations later this year.

Updated/amended Subscriber and User Agreements will similarly be prepared and transmitted to partnering organizations, reflecting the changes to the ARMER program beginning in January 2019.”

- On December 6th, 2018, drafts of the proposed ARMER Radio Agreement for Sale of Goods and new Subscriber and User Agreements were sent to partnering organizations, based upon their previously identified intentions, soliciting any comments or proposed changes and requesting timely action in executing said agreements.
- On December 19th, 2018, the County Board of Commissioners unanimously approved the proposed ARMER Radio Communication System Subscriber and User Agreements and the proposed Agreement for Sale of 800 MHz Motorola Radios and authorized the County Board Chair, Clerk of the Board and County Attorney to execute these with individual participating organizations.
- On February 6th, 2019, the County Board of Commissioners reviewed proposed changes to the USER Agreement pro-offered by the City of North Branch and unanimously rejected ceding program authority to an informal, unelected committee of system Subscribers and Users. The County Board directed County staff to proceed with efforts to complete the current transition of older County-owned Radios to interested USERS by the end-of-March and to offer an interim USER Agreement, should some entities wish to further explore a possible Joint Powers Authority arrangement for sharing of System authority, responsibility, risk and costs.
- On February 20th, 2019, the County Board of Commissioners approved a proposed *Interim* ARMER Radio USER Agreement [as amended] and directed the County Administrator to proceed as recommended with conveyance of said *Interim* Agreement and Notices of Default under the former ARMER Agreements.
- On March 27th, 2019, the County Board of Commissioners attended the monthly meeting of the Chisago County Association of Township Officials (CCATO) and discussed the history and status of the ARMER program and the necessity for appropriate agreements to be in place

as soon as possible for Subscribers/Users to continue operating radios on the System.

- On April 3rd and April 17th, 2019, the County Board of Commissioners received an update on the efforts of the County Team (Chair Greene, Commissioner McMahon, Attorney Reiter, Administrator Messelt, and MICS Director Eckel) to address comments received from some local public safety partners regarding the proposed *Interim* ARMER System USER Agreement.
- On May 1st, 2019, the County Board of Commissioners unanimously approved revisions to the *Interim* ARMER System USER Agreement, as requested by some current local governments participating in the ARMER program.
- On June 5th, 2019 the County Board of Commissioners unanimously approved sending formal notice to the City of North Branch removing from the ARMER System the 33 older County-owned radios the City is currently using without Agreement and securing their return to the County, if there is not a signed Interim User Agreement returned to the County by July 15th, 2019.
- On July 3rd, 2019, the County Board of Commissioners unanimously approved by Resolution formal termination of the 2012 Subscriber Agreement with the City of North Branch, noting this action is irrespective of previous actions taken with respect to the City's Default and resultant County enforcement action taken under the same 2012 Subscriber Agreement.
- On July 25th, 2019, the County Board of Commissioners ARMER Negotiations team, Commissioners Greene and McMahon, with *Interim* County Administrator Chase Burnham, County Attorney Janet Reiter, and MICS Director Jon Eckel met with the ARMER Negotiations team, comprised of representatives from the townships and cities within Chisago County. It was decided that County Attorney Janet Reiter and the Attorney representing the Township-Cities to work together to find acceptable language, fees were discussed briefly but no numbers were agreed upon.
- On September 19th, the County Board of Commissioners ARMER Negotiations team and the Township-Cities team met. Terms within the USER Agreement with agreed upon between the parties and the attorney were directed to finalize and fee structures were discussed and tentatively agreed upon (2020 = \$575, 2021 = \$500), subject to County Board and individual City and Township approval.
- On November 18th, the County Board of Commissioners met to further discuss the ARMER Radio User/Subscriber Agreements.
- On November 20th, the County Negotiation Commissioners Greene and McMahon, with *Interim* County Administrator Chase Burnham, County Attorney Janet Reiter, and MICS Director Jon Eckel met with the ARMER Negotiations team, comprised of representatives from the townships and cities within Chisago County.
- In 2019, all the users and subscribers agreed to either a User or Subscriber (North Branch) has both. The User agreements are for 2020-2023 and the subscriber agreements are through December 31, 2024.

Background: Currently all Chisago County USERS and SUBSCRIBERS are operating under a January 1, 2020 to December 31, 2023 ‘initial term’ agreement (both USERS and SUBSCRIBERS). The agreement renews for successive one (1) year terms, beginning 1, 2024 and continues written notice is provided by either party.

The County and all the USERS and SUBSCRIBERS can rediscuss the fees for 2024 and beyond. All entities need to budget these costs for their 2025 and 2026 budgets .

Based upon the current costs to operate the ARMER system each radio should cost \$3076.26 per year. In 2024, USERS pay \$203.18 per radio per year and SUBSCRIBERS pay \$518.18, although \$315 goes into a ‘replacement fund, which means the County is paying/levying 93.39% of the total cost per radio.

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

Do to the expiration of the current ARMER USER and SUBSCRIBER agreements, new agreements need to be created. On Friday, February 16th, Commissioners Greene and Montzka met with all the entities and discussed the new agreements. The biggest changes are the term and fee.

The term of the agreements are for 2025 and 2026 only.

The USER Fee is below for the ARMER USER Agreement;

2.4 USER-owned Radio Fees (User Fee)

USER agrees to pay COUNTY a USER-owned Radio Fees for the System per radio for the year of 2025 and 2026. The 2025 fee will be calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County’s radios) and adding a fixed fee of \$100 per radio. For 2026, the USER-owned Radio Fee shall be calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County’s radios) and adding a fixed fee of \$125 per radio.

The SUBSCRIBER Fee is below, the SUBSCRIBER Fee is the USER FEE + a Dedicated Replacement Radio Fund contribution;

2.4 Subscriber Fees

2.4. A. SUBSCRIBER agrees to pay COUNTY a SUBSCRIBER Fee consisting of a Dedicated Replacement Radio Fund contribution and a User fee, both as further defined herein. The annual Dedicated Replacement Radio Fund contribution is a set amount as determined in accordance with paragraph 2.4.B below. The 2025 USER Fee is calculated by dividing the sum of the MESB fee and the Minnesota State Infrastructure (SUA2) fee by total Chisago County controlled radios, (this would include County radios, User radios and Subscriber radios), and adding a fixed fee of \$100 per radio. For 2025, the parties agree that the SUBSCRIBER Fee will equal the USER Fee plus a minimum of \$315, which is the Dedicated Replacement Radio Fund contribution per radio. For 2026, the parties agree that the SUBSCRIBER Fee will equal the USER Fee plus a minimum of \$315, which is the Dedicated Replacement Radio Fund contribution. For each year thereafter, SUBSCRIBER agrees to pay the Subscriber Fee as calculated based upon the definitions and formulas set forth in this section.

2.4.B. The COUNTY has designated a “Dedicated Radio Replacement Fund” (“Replacement Fund” or “sinking fund”) where the Dedicated Radio Replacement Fund contribution payments received

from the CITY shall be deposited. The Replacement Fund for the acquisition of replacement radios shall remain allocated for replacement radios for SUBSCRIBER use only and shall not be diverted by the COUNTY for other costs associated with the System or for any other purpose. The parties agree that a minimum contribution shall be \$315 per radio annually unless adjusted as provided in paragraph 2.4 C below. Upon cancellation of this Agreement, all funds held by the County in the Replacement Fund for the benefit of the SUBSCRIBER, shall be refunded to the CITY within 30 days of the effective date of cancellation.

2.4.C. The Dedicated Replacement Fund contribution may be increased voluntarily by the SUBSCRIBER or as adjusted upon agreement of the pool of Subscribers utilizing radios acquired under the County's Agreement with Motorola Solutions, Inc. Any adjustment of the Replacement Fund Fee that establishes a new mandatory annual contribution by SUBSCRIBER shall be reduced to writing as an amendment to this Agreement and signed by the officer of each party.

Currently, only NBPD and CCSO are SUBSCRIBERS. However, I expect other entities to be interested in this, but they will need to pay a catchup fee so they are 'covered' if any other their radios are to fail.

Attachment(s):

- DRAFT Communications Systems User Agreement 2025-2026
- DRAFT Communications System Subscriber Agreement 2025-2026

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2025-2026 ARMER USER and SUBSCRIBER Agreements. The following motion is suggested:

“Moved to approve the 2025-2026 ARMER USER and SUBSCRIBER Agreements.”

Implications of Action: County Board action at tonight's meeting will allow the County to continue to proceed with timely management of the ARMER System.

Budget/Financial Implications: The 2025 USER Fee increases a minimum of \$70 per radio and a minimum of \$105 per radio for 2026. This has a minimum impact on the Chisago County operating budget.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Chisago County
313 North Main Street
Center City, MN 55012

Regionwide Public Safety
Radio Communications System

Communications System User Agreement 2025-2026

Between Chisago County and _____ Regarding:

- Terms of Use of the Regionwide Public Safety Radio Communications System
- Responsibilities for Programming User-provided Radios
- Administrative and Operational Support for the Regionwide Public Safety Radio Communications System

THIS AGREEMENT is made and entered into by and between the County of Chisago, a body politic and corporate, under the laws of the State of Minnesota, hereinafter referred to as the "COUNTY," 313 North Main Street, Center City, Minnesota 55012, and [ORGANIZATION NAME], a body politic and corporate, under the laws of the State of Minnesota, [ORGANIZATION ADDRESS], Minnesota [ZIP CODE], acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY operates a Local Subsystem as part of the Regionwide Public Safety Radio ARMER Communications System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the COUNTY to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications Systems; and

WHEREAS, the USER has elected to participate as a System user, with USER owned radios operating on the System.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the USER agree as follows:

1. RECITALS, PURPOSE AND INTRODUCTION

1.1 Recitals

The above recitals are hereby incorporated into this Agreement as if set forth herein.

1.2 Purpose

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated technical and administrative support of the COUNTY's System and use of portable, mobile, desktop and other end-user radios by the USER on the COUNTY's System.

1.3 System

The System is a multi-site general purpose wireless communications System designed to provide, among other things, access to a wide area nine county regionwide public safety radio communications System, multiple System redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, 99.999% microwave System reliability, encryption availability, System security, radio interoperability, 24 hour-a-day System monitoring and response, access to a pool of special event radios and general training for USER.

1.4 Application

This Agreement applies only to USER's use of the System.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Radio Board (SRB), Metropolitan Emergency Services Board (MESB) and COUNTY Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB and MESB related to use of the System including but not limited to radio technical specifications and configurations, system and radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules.

2.3 Response to Improper Use

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have violated standards, policies, procedures, rules, regulations or laws regarding proper use of or operation of the System, or may have violated the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 USER-owned Radio Fees (User Fee)

USER agrees to pay COUNTY a USER-owned Radio Fees for the System per radio for the year of 2025 and 2026. The 2025 fee will be calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County's radios) and adding a fixed fee of \$100 per radio. For 2026, the USER-owned Radio Fee shall be calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County's radios) and adding a fixed fee of \$125 per radio.

2.5 Notification of USER-Owned Radio Units

USER shall supply a detailed listing of projected USER-owned Radios to the COUNTY for the following year by February 15th of each preceding year. This listing of projected units will be used to calculate the USER Fee. The COUNTY may limit the number of USER-Owned Radio units allowed on the system, based upon system capacity, configuration, and approval of COUNTY, MESB and State governing bodies overseeing the ARMER system.

2.6 Invoicing and Payment Terms

COUNTY will invoice USER annually for all fees specified herein. For annual billing purposes, USER counts will be determined as those radios active on the System on the 1st day of March of each year USER counts may be adjusted by mutual consent and annual charges will be prorated accordingly. Payment to the COUNTY will be made directly to the COUNTY within 45 days from receipt of invoices.

2.7 Flow Down Metropolitan Emergency Services Board Contract Provisions

USER agrees to comply with all applicable flow down provisions contained in the Agreement between the COUNTY, the MESB, and/or the SRB. Such flow down provisions, including any amendments thereto, are hereby incorporated herein as being part of this Agreement by this reference.

2.8 Use of USER Purchased and Owned Radios and Radio Software

Any Radios purchased by USER must be certified by the COUNTY. The Technical Issues Subcommittee shall provide the COUNTY with a list of radio models which the Technical Issues Subcommittee will recommend be certified by the COUNTY and the COUNTY shall update the list as necessary based upon the recommendations and the requirements established by the FCC, SRB, and MESB. At no time shall this list contain fewer than 2 radio models, unless restricted by the FCC, SRB, or MESB. A list of certified radio models is attached to this Agreement as Appendix A. Appendix A may be amended without an executed amendment to this Agreement, based upon a recommendation of members of the Technical Issues Subcommittee, which is in compliance with the FCC, SRB and MESB requirements.

2.9 Network Changes / Upgrades which Obsolete USER Radios

At the direction of the SRB and/or MESB, the COUNTY may decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. The COUNTY must provide USER with 365 days' Notice of intent, unless required sooner by the State, to decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. De-certified radios or radios operating with decertified equipment and/or software versions will not be allowed to access or use the System. USER agrees to fully comply with and follow such COUNTY determinations regarding decertification.

2.10 Individual Radio Deactivation

User agrees to immediately discontinue use of a non-functioning radio from the system upon notification of a condition or defect of that radio that impairs System or radio performance, and to continue non-use until such time as the condition is corrected or remedied. If the condition cannot be corrected to render the radio functional to operational specifications, the radio will be permanently removed from the system.

2.11 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File

All radios on the System shall be programmed only by the COUNTY, and the COUNTY shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all USER radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the COUNTY before the radios will be activated on the System. All radio code plug programming files, System key files and encryption key files are the sole property of the COUNTY and contain information that is classified as security information and non-public government data. Unless specifically authorized by the COUNTY in writing, USER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, System key file or encryption key file for any radio on the System. In the event USER learns that any party has improperly or fraudulently obtained radio code plug programming file information, System key file or encryption key file, USER will immediately notify COUNTY of the security breach.

2.12 Notification to COUNTY of Lost or Stolen Radios

USER agrees to immediately notify COUNTY of any missing, lost or stolen radios, so the radio can be deactivated on the System.

2.13 Required destruction of programming (IE Code Plug) information upon radio decommissioning

Before any radio is sold, given to another agency, decommissioned, etc. the code plug programming must be wiped to the NIST standard by the COUNTY, or the device must be physically shredded by the USER.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Allocation of System Resources

COUNTY will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

3.2 Monitoring of USER Talk Groups

COUNTY may periodically monitor talk groups allocated to USER for USER's internal use for System management purposes, including but not limited to maintenance, troubleshooting, System performance assessments, unusual traffic patterns (sudden jump in usage), and policy and procedure compliance checks. COUNTY monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and may be subject to recording.

3.3 Radio Operator Training

COUNTY will provide USER with access to end-user radio training instructional materials provided to COUNTY from the SRB, MESB or other sources as available and subject to budget restrictions.

3.4 Database Administration

COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for USER's radios used on the System.

3.5 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the COUNTY's FCC radio station licenses.

3.6 Radio Programming

COUNTY shall provide basic System access and use programming for USER-provided Radios, subject to USER compliance with Sections 2.7 – 2.15 of this Agreement.

4. TERM AND CANCELLATION

4.1 Term of Agreement

This Agreement shall be for an initial term beginning on January 1, 2025 and continue through December 31, 2026 ("Initial Term"). Thereafter, this Agreement shall renew for successive one (1) year terms, beginning January 1, 2027, and continue, unless written notice is provided by either Party of intent not to renew as set forth in paragraph 4.2 herein. This USER Agreement becomes effective January 1, 2025 at 12:01 a.m. regardless of whether this document has been fully executed, if the USER has any active radios on the System at that time or any time thereafter.

4.2 Cancellation of Agreement

This Agreement may not be cancelled during the Initial Term, except pursuant to Section 6 of this Agreement. Thereafter, this Agreement may be canceled with or without cause by either party upon three (3) years' written notice, provided that any such cancellation by COUNTY shall require action by the Board of Chisago County Commissioners.

4.3 Actions Upon Expiration or Cancellation

Upon expiration or cancellation of this Agreement as provided for herein, USER shall return all COUNTY provided equipment and shall cease all use of the System.

5. MERGER AND MODIFICATION

5.1 Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

5.2 Amendments to Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

6. DEFAULT

6.1 If either party fails to perform any material term of this Agreement, and such failure continues for 30 days following written notice to the non-performing party, this shall constitute a default. Unless the USER's default is excused by the COUNTY, the COUNTY may upon (30) days written notice cancel this Agreement in its entirety. Unless the COUNTY's default is excused by the USER, the USER may, upon thirty (30) days' written notice, cancel this Agreement in its entirety.

6.2 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non-defaulting party by virtue of any breach of this Agreement by the defaulting party.

6.3 The above remedies shall be in addition to any other right or remedy available under this Agreement, law, statute, rule, and/or equity.

6.4 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Independent Parties

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

7.2 Liability

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The COUNTY's and the USER's liability is governed by the provisions of Minnesota Statutes Chapter 466.

7.3 Data Privacy

COUNTY, USER, and respective officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

7.4 Records – Availability/ Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), all parties agree that the COUNTY, USER, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USER or COUNTY and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its expiration or cancellation.

7.5 Agreement Administration

In order to coordinate the services of the USER with the activities of the COUNTY so as to accomplish the purposes of this Agreement, [ORGANIZATION CONTACT NAME & TITLE, ADDRESS, PHONE, FAX and EMAIL] shall manage this Agreement on behalf of the USER and serve as liaison between the COUNTY and the USER.

7.6 Notices

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent certified mail.

Notices to the COUNTY shall be sent to the Chisago County Administrator with a copy to the Management of Information and Communications Systems (MICS) Department at the address given below. Notice to the USER shall be sent to the address(es) stated below.

To COUNTY: Chisago County
c/o County Administrator
313 North Main St. Suite 170
Center City, MN 55012

COPY: Chisago County ARMER Program Manager
c/o Chisago County MICS Department
313 North Main St. Suite 140
Center City, MN 55012

To USER: _____

7.7 ARMER Subscriber/User Advisory Committee

7.7.A. A Subscriber/User Advisory Committee shall exist, comprised of two Chisago County Board members and any interested representatives from USER, to make recommendations to the County related to public safety procedures and operations as they relate to the System and this Agreement. The Subscriber/User Advisory Committee shall meet prior to February 15 each year and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the USER at the address given in Section 7.6 above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.7.B. A Technical Issues Subcommittee shall exist, comprised of at least one representative from the Chisago County Sheriff's Office, at least one representative from the Chisago County MICS Department, and any interested representatives from USER. The purpose of the Technical Issues Subcommittee shall be to make recommendations to the COUNTY and USER regarding technical issues as they relate to the System and this Agreement, including certification of new radios. The Technical Issues Subcommittee shall meet a minimum of four times per year and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the USER at the address given above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.8 Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Chisago, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

8. DISPUTE RESOLUTION

8.1 Grievance Procedure. A grievance governed by this section is defined as a dispute or disagreement related to the financial terms of this Agreement or the inability of the parties to reach a mutually agreeable System USER Agreement in the future regarding the financial terms contained in section 2.4 of this Agreement. The parties are committed to resolve the occurrence of any grievance on an informal basis at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

8.2 Mediation. If the parties are unable to resolve the grievance informally, either party may submit a letter stating its desire to move forward with mediation of financial terms contained in section 2.4 of the Agreement. The mediation shall be administrated by the Bureau of Mediation Services located at 1380 Energy Lane, Suite Two, Saint Paul, Minnesota 55108.

8.3 Mediation Fees. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreed upon location.

8.4 Mediation Enforceability. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[Signature Page Follows]

The USER and the COUNTY having duly approved this Agreement on the dates set forth below have authorized the designated officials to sign and execute this Agreement, and agree to be bound by the provisions set forth herein

COUNTY APPROVAL

Reviewed and Approved as to Form: COUNTY OF CHISAGO
STATE OF MINNESOTA
JANET REITER, COUNTY ATTORNEY

By: /s/ Jeffrey B. Fuge
Jeffrey B. Fuge
Assistant County Attorney

Name (Print): _____ Date _____
Chair Board of Commissioners

Dated: February 29, 2024 Signed: _____

Attest: _____
Interim County Administrator

USER APPROVAL

USER – _____

Signed: _____

Name (Print): _____ Date _____

Position/Role: _____

and

Signed: _____

Name (Print): _____ Date _____

Position/Role: _____

Appendix A

Motorola XTL 2500

Motorola XTS 2500

Motorola APX 7



**Chisago County
313 North Main Street
Center City, MN 55012**

**Regionwide Public Safety Radio
Communications System**

Communications System Subscriber Agreement (2025-2026)

**Between Chisago County and Authorized Subscriber Regarding:
Use of the Regionwide Public Safety Radio Communications System,
Maintenance and Repair of Subscriber Radios,
Administrative and Operational Support of the Subscriber Radio Fleet**

THIS AGREEMENT is made and entered into effective January 1, 2025 by and between the COUNTY OF Chisago, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY," 313 North Main Street, Center City, Minnesota 55012, and the _____ (the "CITY" or "SUBSCRIBER"), _____ Minnesota, _____, acting through its duly authorized officers, identified as the SUBSCRIBER.

WITNESSETH:

WHEREAS, the COUNTY operates a Local Subsystem as part of the Regionwide Public Safety Radio Communications System, hereinafter referred to as "System" or "ARMER System" and provides for cities, agencies, districts, and other authorized users within the COUNTY to have access to the System; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the County to have access to the System; and

WHEREAS, the CITY participates as a system SUBSCRIBER with regard to 25 (twenty-five) newer-model ARMER radios owned and maintained by the COUNTY; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications systems; and

WHEREAS, the CITY has elected to participate as a subscriber with the newer-model ARMER radios owned and maintained by the COUNTY and operating on the System (the "SUBSCRIBER Radios").

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the SUBSCRIBER agree as follows:

1. PURPOSE AND INTRODUCTION

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the SUBSCRIBER with respect to the cooperative and coordinated purchase, maintenance, technical and administrative support and use of portable, mobile, desktop and other end user radios by the SUBSCRIBER on the COUNTY's System.

The System is a multi-site general purpose wireless communications system designed to provide, among other things, access to a wide area nine county regionwide public safety radio communications system, multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, 99.999% microwave system reliability, encryption availability, system security, radio interoperability, 24 hour a day system monitoring and repair response, access to a pool of special event radios and SUBSCRIBER radio user training.

The Agreement applies only to the **<Insert Number>** newer-model ARMER SUBSCRIBER Radios and Equipment for use by the CITY on the ARMER System, whether in use as of the effective date hereof or added to the System as provided herein.

2. DUTIES AND RESPONSIBILITIES OF SUBSCRIBER

2.1 Conformance to Statewide Radio Board (SRB), Metropolitan Emergency Services Board (MESB) and COUNTY Standards

SUBSCRIBER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB, MESB and COUNTY related to use of the System including but not limited to radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

SUBSCRIBER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

2.3 Response to Improper Use

In the event COUNTY informs, SUBSCRIBER, by way of a detailed notice letter containing all relevant facts and information, that statistical analysis of System usage or other information indicates that SUBSCRIBER personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, SUBSCRIBER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 Subscriber Fees

2.4. A. SUBSCRIBER agrees to pay COUNTY a SUBSCRIBER Fee consisting of a Dedicated Replacement Radio Fund contribution and a User fee, both as further defined herein. The annual Dedicated Replacement Radio Fund contribution is a set amount as determined in accordance with paragraph 2.4.B below. The 2025 USER Fee is calculated by dividing the sum of the MESB fee and the Minnesota State Infrastructure (SUA2) fee by total Chisago County controlled radios, (this would include County radios, User radios and Subscriber radios), and adding a fixed fee of \$100 per radio. For 2025, the parties agree that the SUBSCRIBER Fee will equal the USER Fee plus a minimum of \$315, which is the Dedicated Replacement Radio Fund contribution per radio. For 2026, the parties agree that the SUBSCRIBER Fee will equal the USER Fee plus a minimum of \$315, which is the Dedicated Replacement Radio Fund contribution. For each year thereafter, SUBSCRIBER agrees to pay the Subscriber Fee as calculated based upon the definitions and formulas set forth in this section.

2.4.B. The COUNTY has designated a “Dedicated Radio Replacement Fund” (“Replacement Fund” or “sinking fund”) where the Dedicated Radio Replacement Fund contribution payments received from the CITY shall be deposited. The Replacement Fund for the acquisition of replacement radios shall remain allocated for replacement radios for SUBSCRIBER use only and shall not be diverted by the COUNTY for other costs associated with the System or for any other purpose. The parties agree that a minimum contribution shall be \$315 per radio annually unless adjusted as provided in paragraph 2.4 C below. Upon cancellation of this Agreement, all funds held by the County in the Replacement Fund for the benefit of the SUBSCRIBER, shall be refunded to the CITY within 30 days of the effective date of cancellation.

2.4.C. The Dedicated Replacement Fund contribution may be increased voluntarily by the SUBSCRIBER or as adjusted upon agreement of the pool of Subscribers utilizing radios acquired under the County’s Agreement with Motorola Solutions, Inc. Any adjustment of the Replacement Fund Fee that establishes a new mandatory annual contribution by SUBSCRIBER shall be reduced to writing as an amendment to this Agreement and signed by the officer of each party.

2.4.D. COUNTY and CITY acknowledge that the CITY has contributed \$<INSERT> to the Radio Replacement Fund during the year preceding the term of the Agreement.

2.5 Additional Subscriber Units

SUBSCRIBER shall supply a detailed request for additional subscriber units to the COUNTY for the following year by February 15th of each year. The Subscriber Fees due hereunder shall be increased in accordance with the formula set forth in Section 2.4 based on the number of new SUBSCRIBER Radios added to the System.

2.6 Invoicing and Payment Terms

COUNTY will invoice SUBSCRIBER annually for all fees specified herein. Subscriber counts will be determined as those radios active on the system on the 1st of March of each year. Payment to the County will be made directly to the County within 45 days from receipt of the invoice.

2.7 Flow Down Metropolitan Emergency Services Board Contract Provisions

SUBSCRIBER agrees to comply with all applicable flow down provisions contained in the Agreement between the COUNTY and the MESB, formerly known as the Metropolitan Radio Board, (MRB). Such flow down provisions, including any amendments thereto, are hereby incorporated herein as being part of this Agreement by this reference.

2.8 No Use of CITY Purchased and Owned Radios and Radio Software

Any Radios purchased by CITY under a grant or any other funding source or financing mechanism, must be certified by the County for use on the System and governed by a USER Agreement to be entered into by the CITY and the COUNTY.

2.9 Network Changes / Upgrades which Obsolete SUBSCRIBER Radios

At the direction of the SRB and/or MESB, the COUNTY may decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. The COUNTY must provide SUBSCRIBER with 365 days' Notice of intent, unless required sooner by the State of Minnesota, to decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. De-certified radios or radios operating with decertified equipment and/or software versions will not be allowed to access or use the System. SUBSCRIBER agrees to fully comply with and follow such COUNTY determinations regarding decertification.

2.10 Individual Radio Deactivation

User agrees to immediately discontinue use of a non-functioning radio from the system upon notification of a condition or defect of that radio that impairs System or radio performance, and to continue non-use until such time as the condition is corrected or remedied. If the condition cannot be corrected to render the radio functional to operational specifications, the radio will be permanently removed from the System.

2.11 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File

All radios on the System shall be programmed only by the COUNTY, and the COUNTY shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all SUBSCRIBER Radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the COUNTY before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the COUNTY and contain information that is classified as security information and non-public government data. Unless specifically authorized by the COUNTY in writing, SUBSCRIBER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, system key file or encryption key file for any radio on the System. In the event SUBSCRIBER learns that any party has improperly or fraudulently obtained radio code plug programming file information, system key file or encryption key file, SUBSCRIBER will immediately notify COUNTY of the security breach.

2.12 Payment for Damaged, Lost, or Stolen Radios

SUBSCRIBER radios that are damaged beyond repair, due to the negligence of the SUBSCRIBER, lost, or stolen will be replaced by COUNTY at the SUBSCRIBER's written request, in the sole discretion of SUBSCRIBER. The COUNTY shall notify SUBSCRIBER of the purchase price of the new SUBSCRIBER Radio, the cost of which will be taken from the Dedicated Radio Replacement Fund.

2.13 Notification to COUNTY of Lost or Stolen Radios

SUBSCRIBER agrees to immediately notify COUNTY of any missing, lost or stolen radios, so the radio can be deactivated on the system.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Allocation of System Resources

COUNTY will allocate to SUBSCRIBER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. In order to provide SUBSCRIBER with an equivalent grade of service afforded to other comparable System users.

3.2 Monitoring of SUBSCRIBER Talk Groups

COUNTY will periodically monitor talk groups allocated to SUBSCRIBER for SUBSCRIBER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. COUNTY monitoring of SUBSCRIBER's talk groups may occur at any time, for any duration, may be without notice and may be subject to recording.

3.3 Radio Operator Training

COUNTY will provide SUBSCRIBER with access to end user radio training instructional materials provided to COUNTY from the SRB, MESB or other sources as available and subject to budget restrictions.

3.4 Database Administration

COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for SUBSCRIBER's radios used on the System.

3.5 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. SUBSCRIBER shall operate as authorized mobile, portable and control station units under the COUNTY's FCC radio station licenses.

3.6 Maintenance and Repair of Subscriber Radios

COUNTY shall repair and maintain the SUBSCRIBER Radios as needed by SUBSCRIBER. COUNTY shall replace damaged units to the extent that it is able to after considering the available number of replacement radios in COUNTY's possession. If a replacement unit is not available, COUNTY will undertake repairs or manage other repairs in a manner in which allows COUNTY to expedite the repairs of the damaged SUBSCRIBER Radio.

4. TERM AND CANCELLATION

4.1 Term of Agreement

This Agreement shall be for an Initial Term beginning January 1, 2025 and continuing through December 31, 2026. At the time of termination pursuant to this Paragraph, CITY shall take ownership of the SUBSCRIBER Radios, and COUNTY shall execute all necessary documentation to effectuate such transfer. CITY and COUNTY acknowledge that at the time of termination pursuant to this Paragraph, the SUBSCRIBER Radios shall be deemed owned by the CITY, and as such, the use of such radios will be subject to another USER Agreement. In the event that no such Agreement exists thirty (30) days after termination under this Paragraph, this Agreement shall automatically renew for a one (1) year term. This SUBSCRIBER Agreement becomes effective January 1, 2025 at 12:01 a.m. regardless of whether this document has been fully executed, if the CITY has any active radios on the System at that time or any time thereafter.

4.2 Cancellation of Agreement

This Agreement may not be cancelled during the Initial Term, except pursuant to Section 6 of this Agreement. Thereafter, this Agreement may be cancelled with or without cause by either party upon three (3) years' written notice, provided that any such cancellation by the COUNTY shall require action by the Board of the Chisago County Commissioners. Any remaining CITY funds in the Dedicated Radio Replacement Fund, shall be refunded to the CITY upon cancelation of this agreement.

5. MERGER AND MODIFICATION

5.1 Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

5.2 Amendments to Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement, shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

6. DEFAULT

6.1 If either party fails to perform any material term of this Agreement, and such failure continues for thirty (30) days following written notice to the non-performing party, this shall constitute a default. Unless the SUBSCRIBER's default is excused by the COUNTY, the COUNTY may upon thirty (30) days written notice immediately cancel this Agreement in its entirety. Unless the COUNTY's default is excused by the SUBSCRIBER, the SUBSCRIBER may upon thirty (30) days' written notice cancel this Agreement in its entirety.

6.2 In the event the COUNTY cancels this Agreement due to SUBSCRIBER's default, SUBSCRIBER shall return all equipment and other materials provided to SUBSCRIBER by COUNTY and SUBSCRIBER shall cease all use of COUNTY's System. In the event the SUBSCRIBER cancels this Agreement due to the COUNTY's default, SUBSCRIBER shall seek any damages in the manner prescribed by law or this Agreement.

6.3 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the nondefaulting party by virtue of any breach of this Agreement by the defaulting party.

6.4 The above remedies shall be in addition to any other right or remedy available under this agreement, law, statute, rule, and/or equity.

6.5 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Independent Parties

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

7.2 Liability

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The COUNTY's and the SUBSCRIBER's liability is governed by the provisions of Minnesota Statutes Chapter 466.

7.3 Data Privacy

SUBSCRIBER, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

7.4 Records – Availability/ Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the SUBSCRIBER agrees that the COUNTY, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the SUBSCRIBER and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

7.5 Agreement Administration

In order to coordinate the services of the SUBSCRIBER with the activities of the COUNTY so as to accomplish the purposes of this Agreement, **<Insert Name of Contact, Title, CITY, Mailing Address, PO Box ____, City, MN Zip>**; shall manage this Agreement on behalf of the SUBSCRIBER and serve as liaison between the COUNTY and the SUBSCRIBER.

7.6 Notices

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the Office of the County Sheriff and the Office of Management of Information and Communications Systems (MICS) at the address given below. Notice to the SUBSCRIBER shall be sent to the address stated below.

To COUNTY:	Chisago County Administrator 313 North Main Street, Room 174 Center City, MN 55012	COPY: <u>Chisago County ARMER Program Manager</u> c/o Chisago County MICS Department 313 North Main St. Center City, MN 55012
------------	--	--

SUBSCRIBER: **<Insert as Appropriate>**

7.7 ARMER Subscriber/User Advisory Committee

7.7.A. A Subscriber/User Advisory Committee shall exist, comprised of two Chisago County Board members and any interested representatives from SUBSCRIBER (together with Communication System USERS), to make recommendations to the County related to public safety procedures and operations as they relate to the System and this Agreement. The Subscriber/User Advisory Committee shall meet each prior to February 15 each year and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the SUBSCRIBER at the address given in Section 7.6 above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.7.B. A Technical Issues Subcommittee shall exist, comprised of at least one representative from the Chisago County Sheriff's Office, at least one representative from the Chisago County MICS Department, and any interested representatives from SUBSCRIBER (together with representatives from Communications System USERS). The purpose of the Technical Issues Subcommittee shall be to make recommendations to the COUNTY and SUBSCRIBER regarding technical issues as they relate to the System and this Agreement, including certification of new radios. The Technical Issues Subcommittee shall meet a minimum of four times per year and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the

SUBSCRIBER at the address given above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.8 Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Chisago, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

8. DISPUTE RESOLUTION

8.1 Grievance Procedure.

A grievance governed by this section is defined as a dispute or disagreement related to the financial terms of this Agreement or the inability of the parties to reach a mutually agreeable System Subscriber Agreement in the future regarding financial terms contained in section 2.4 this Agreement. The parties are committed to resolve the occurrence of any grievance on an informal basis at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

8.2 Mediation.

If the parties are unable to resolve the grievance informally, either party may submit a letter stating its desire to move forward with mediation of financial terms contained in section 2.4 of this agreement. The mediation shall be administrated by the Bureau of Mediation Services located at 1380 Energy Lane, Suite Two, Saint Paul, Minnesota 55108.

8.3 Mediation Fees.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreed upon location.

8.4 Mediation Enforceability. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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SUBSCRIBER and the COUNTY having duly approved this Agreement on the dates set forth below authorize the designated officials to sign and execute this Agreement and agree to be bound by the provisions set forth herein.

COUNTY APPROVAL

Reviewed and Approved to Form:

COUNTY OF CHISAGO
STATE OF MINNESOTA

JANET REITER, COUNTY ATTORNEY

Signed: /s/ Jeffrey B. Fuge
Jeffrey B. Fuge
Assistant County Attorney

Signed: _____

Name: _____ Date _____

Dated: February 29, 2024

Attest: _____ Date _____
Chase Burnham

SUBSCRIBER APPROVAL

SUBSCRIBER – <INSERT CITY NAME>

Signed: _____

Name (Print): _____ Date _____
Mayor

and

By: _____ Date _____
City Administrator

Lease Agreement Between Chisago County and Motorola Solutions, Inc.
Appendix A

Chisago County Request for Board Action

Meeting Date: March 6, 2024	Item Number: 10
Title of Item for Consideration: Proclamation – Honoring the Life and Legacy of SWCD Supervisor Roland Cleveland	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: The Chisago County Guidelines for Requested Resolutions and Proclamations was adopted July 15 th , 2020.	
Background: Soil and Water Conservation District Supervisor Roland Cleveland passed away in June 2023. He served as Chisago County Soil and Water Supervisor from July 1987 to June 2023, 36 years. This proclamation is being made because the Chisago County Board of Commissioner want to posthumously express thank Supervisor Cleveland for his dedication and performance, and to remember him as a dedicated public servant to his community and Chisago County. Attachment(s): Proclamation	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners to approve the Proclamation – Honoring the Life and Legacy of Soil and Water Conservation District Supervisor Roland Cleveland. The suggested motion is as follows: <i>“Move to approve the Proclamation – Honoring the Life and Legacy of Soil and Water Conservation District Supervisor Roland Cleveland.”</i>	
Implications of Action: If approved, the County Board will make a Proclamation – Honoring the Life and Legacy of Soil and Water Conservation District Supervisor Roland Cleveland. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

PROCLAMATION

Honoring the Life and Legacy of

Roland Cleveland

former

Chisago County Soil and Water Conservation District Supervisor

WHEREAS, Roland ‘Rollie’ Cleveland nobly served Chisago County as Soil and Water Conservation District Supervisor from July 1987, through June 2023; and

WHEREAS, ‘Rollie’ represented admirably and worked constantly for his constituents, much to the betterment of Chisago County and the community; and

WHEREAS, the Chisago County Board of Commissioners wishes to express its sincere thanks and appreciation for Rollie’s dedication and outstanding performance of his duties during his tenure; and

WHEREAS, this proclamation is made posthumously to serve as a reminder that Rollie will always be remembered as a dedicated public servant to our community and a valued citizen of Chisago County.

NOW, THEREFORE, on behalf of the citizens of Chisago County, it is our honor and privilege to offer this Proclamation in honor of the Life and Legacy of former Chisago County Soil and Water Conservation District Supervisor Roland Cleveland.

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners, do hereby honor Roland Cleveland and affirm through this act the faithful and dedicated services which he performed for 36 years as Soil and Water Conservation District Supervisor.

Dated this 6th day of March, 2024

COUNTY BOARD OF CHISAGO COUNTY

By: _____

Marlys Dunne, Chair

Attest: _____

Chase Burnham, County Administrator

Chisago County Request for Board Action

Meeting Date: March 6, 2024	Item Number: 11
Title of Item for Consideration: CSAH 10 Reconstruction Project	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the CSAH 10 Reconstruction project. The County received 8 bids 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 \$10.9M to \$13M. The County has received the required clearance from the State to proceed and the project is recommended to be awarded and approved. Attachment(s): Project Contract for CSAH 10 Reconstruction Project (approved Feb. 21, 2024)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the CSAH 10 Reconstruction Project to Peterson Companies of Chisago City. The following motion is suggested: <i>“Move to award and approve the CSAH 10 Reconstruction Project to Peterson Companies of Chisago City.”</i>	
Implications of Action: Approval will allow the County to construct the project. Budget/Financial Implications: Funding for project will come from 03-325-6605. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for CSAH 10 Reconstruction Project

This Agreement entered into this ____ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Peterson Companies, Inc., a Minnesota Corporation,
8326 Wyoming Trail, Chisago City, Minnesota 55013

The Project: CSAH 10 Reconstruction Project
S.P. 013-610-012

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 10 Reconstruction Project (S.P. 013-610-012), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.
- 3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 The Contractor must start construction operations on May 13, 2024, or no later than eight (8) Calendar days after the date of Notice Contract Approval, whichever is later. The Contractor must not begin construction operations before Contract approval. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.5 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.6 By the end of the 2024 construction season, the Contractor must complete, at a minimum, all Work described in the Staging and Traffic Control Notes on Sheet 5 Note 1 for reconstruction from Station 102+50 to 260+00. This area of CSAH 10 (including all side streets and ponds within this area) shall be made "winter-ready." This includes paving of the base and binder course, placement of aggregate shouldering, striping, and final turf establishment. If the Contractor elects to reconstruct more of the project in the 2024 construction season, the same completion requirements apply for reconstructed areas prior to winter suspension.

3.7 The Contractor shall update their CPM schedule after each segment of reconstruction. This will be used by the Engineer to determine if the Contractor will be allowed to reconstruct more of the project beyond the minimum amount described in Section C above.

3.8 No paving in year one (1) of construction shall occur after October 15, 2024, unless otherwise approved by the Engineer. The Contractor may continue work on other non-roadway reconstruction items of the projects (e.g. pond excavations, embankment fills, ditch, etc.) until either weather conditions restrict these activities or the Engineer orders a temporary suspension for winter.

3.9 The Contractor must resume construction operations for the 2025 season on May 19, 2025, or no later than two (2) weeks after Engineer lifts the winter suspension, whichever is later.

3.10 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before July 25, 2025.

3.11 The Contractor must complete all Work to meet the requirements of 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with 1908.2, "Semi-Final Estimate Following Project Acceptance."

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Ten million nine hundred seventeen thousand three hundred thirteen dollars and sixty-one cents (\$10,917,313.61).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the

- Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
 - (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

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

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4. Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocountymn.gov

The Contractor:
Jon Peterson
Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013
(651) 257-6864
ipete@petersoncompanies.net

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
- 4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request For Board Action

Meeting Date: March 6, 2024	Item Number: 12
Title of Item for Consideration: Equipment Expenditure Requests – 3 1-Ton Work Trucks, Public Works	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: The approved 2024 Capital Improvement Plan identified up to \$60,000 for replacement of the 2008 Chevrolet 2500.	
Background: Pursuant to County Purchasing Policy the attached government fleet state contract pricing proposals for 3 1-Ton 2024 RAM 3500 Reg Cab work trucks are presented for approval, with lightbars, plows, and tommygates.	
Attachment(s): - Equipment Expenditure Request Form – 1-Ton Work Truck, 2022 CIP PWKS-0206 (\$69,706) - Equipment Expenditure Request Form – 1-Ton Work Truck, 2024 CIP PWKS-0167 (\$73,174) - Equipment Expenditure Request Form – 1-Ton Work Truck, PWKS-0168(\$60,000)/PWKS-0411 (\$6,806)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the purchase of 3 new 1-Ton Work Trucks for Public Works. The suggested motion to approve this action is as follows: <i>“Move to approve the purchase of 3 new 1-Ton Work Trucks for Public Works.”</i>	
Implications of Action: Recommended Board action results in the replacement 3 1-Ton Work Trucks.	
Budget/Financial Implications: The three trucks with equipment cost, \$69,706, \$73,174, and \$66,806. The costs were all budgeted in either the CIP or operating budgets.	
Legal/Policy Implications: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County

State Contract # 169667

Allow 18-24 weeks for delivery from order date

Anticipated order cutoff date of TBD

Dodge of Burnsville

12101 Hwy 35W South

Todd Prissel

tprissel@dodgeofburnsville.com

2024 Ram 3500 Crew Cab SB

Direct # 952-767-2702

V8 4x4 2GA (D28L91)

Base Vehicle Contract Price

\$ 44,391.00

Engine Model**Copy and Paste Price to add options**

2HA 6.7L Cummins Diesel	2HA	\$ 9,012.00	
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Equipment Groups

Tradesman Level 2 Equipment Group	A6B	\$ 1,821.00	\$ 1,821.00
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Appearance Packages

Chrome Appearance Group	AMP	\$ 1,519.00	
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Functional Packages

Towing Technology Group	AAN	\$ 2,204.00	
Special Service Vehicle Group	AAP	\$ 768.00	
Safety Group	AAU	\$ 2,751.00	
Snow Chief Group	AD2	\$ 1,063.00	
Protection Group	ADB	\$ 133.00	
Convenience Group	ADC	\$ 419.00	
Cold Weather Group	ADE	\$ 133.00	
Emer/Fire/Resc Special Service Pkg	AH6	\$ 768.00	
Heavy Duty Snow Plow Prep Group	AHD	\$ 225.00	\$ 225.00
5th Wheel/Gooseneck Towing Prep Grp	AHU	\$ 501.00	
Bed Utility Group	ANT	\$ 777.00	\$ 777.00
Off Road Package	ARC	\$ 456.00	
Tow-mode Digital RR View Mirror	AVF	\$ 1,044.00	
Tow Technology Plus Group	AVS	\$ 1,371.00	
ParkSense FT/RR Park Assist System	XAG	\$ 364.00	
Blind Spot and Cross Path Detection	XAN	\$ 640.00	

Optional Equipment

Elec Shift on The Fly Trans Case	GK3	\$ 272.00	\$ 272.00
4.10 Axle Ratio	DMF	\$ 133.00	
Power 2-Way Driver Lumbar Adjust	JPE	\$ 88.00	
Mirror Pwr Heat Fold Telescop Chrome	GT3	\$ 253.00	
LT275/70R18E OWI On/Off Road Tires	TCP	\$ 272.00	
18X8.0 Steel Wheels	WBN	\$ 272.00	

Additional Features			
220 AmP Alternator	BAJ	\$ 133.00	
Floor Covering Carpet	CKE	\$ 139.00	
Delete Carpet	CK9	\$ -	
Front & Rear Rubber Floor Mats	CLF	\$ 139.00	
Tri-Fold Tonneau Cover	CS7	\$ 640.00	
Anti-Spin Differential Rear Axle	DSA	\$ 456.00	
Rear Window Defroster	GFA	\$ 180.00	
115V Auxiliary Front Power Outlet	JKV	\$ 235.00	\$ 235.00
Auxiliary Switches - I/P Mounted	LHL	\$ 143.00	\$ 143.00
Clearance Lamps	LNC	\$ 88.00	
Front Fog Lamps	LNJ	\$ 180.00	
Ctr Stop Lamp w/Cargo View Camera	LPD	\$ 317.00	
Flat Whl-to-Whl Side Steps, Chrome	MR5	\$ 685.00	
Flat Cab-Length Side Steps, Chrome	MRS	\$ 640.00	\$ 409.00
Black Tubular Side Steps	MRU	\$ 409.00	\$ 180.00
Rear Wheelhouse Liners	MWH	\$ 180.00	
Engine Block Heater	NHK	\$ 88.00	
Auto Level Rear Air Suspension	SEB	\$ 1,568.00	
Uconnect 5 with 8.4" Display	UBD	\$ 749.00	
ParkSense Rear Park Assist System	XAA	\$ 272.00	
Rear Backup Alarm	XAW	\$ 133.00	
2 Additional Key Fobs	XCH	\$ 249.00	
Tow Hooks	XEA	\$ 92.00	
Dual Alternators Rated at 380 Amps	XF5	\$ 364.00	
Dual Alternators Rated at 440 Amps	XF7	\$ 364.00	
Mopar Trlr Camera Wiring/No Camera	XFQ	\$ 473.00	
Trailer Tire Pressure Monitoring Sys	XG9	\$ 409.00	
Trailer Brake Control	XHC	\$ 364.00	\$ 364.00
Spray In Bedliner	XMF	\$ 552.00	
Mopar 20K Direct Mnt 5th Wheel Hitch	XML	\$ 989.00	
Upfitter Electronic Module (VSIM)	XXS	\$ 317.00	
Seat Options			
Cloth 40/20/40 Bench Seat/Black	V9/X9	\$ 377.00	
HD Vinyl 40/20/40 Split Bench Seat/Bl/Gr	TX/X8	\$ -	
Color Options			
Low Vol colors not available with Ram Box			
Billet Silver Metallic	PSC	\$ 272.00	
Bright White	PW7	\$ -	
Case IH Red	P61	\$ 460.00	
Delmonico Red Pearl Coat	PRV	\$ 225.00	
Diamond Black Crystal	PXJ	\$ 225.00	
Flame Red Clear Coat	PR4	\$ -	
Granite Crystal Metallic	PAU	\$ 272.00	\$ 272.00

Low Vol Black Clear Coat	PX8	\$ 460.00	
Low Vol Detonator Yellow	PYB	\$ 460.00	
Low Vol Light Green	PGC	\$ 460.00	
Low Vol Omaha Orange	P62	\$ 460.00	
Low Vol School Bus Yellow	PL1	\$ 460.00	
Low Vol Timberline Green Pear	PGW	\$ 460.00	
Low Vol Yellow	P63	\$ 460.00	
New Holland Blue	P72	\$ 460.00	
Patriot Blue Pearl	PPX	\$ 225.00	
Republic Blue Clear Coat	P49	\$ 460.00	
Dealer Options			
Extra OEM Key	EOK	\$ 240.00	
Metro Tax			\$ 20.00
Total Delivered Price with options Per Contract			\$ 49,109.00

Dodge of Burnsville
 Todd Prissel
 952-767-2702
tprissel@dodgeofburnsville.com

+Tax 3380

\$52489



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 · Fax: (952) 656-7159 · Website: www.aspenequipment.com

Cust Name: **Chisago County**
Contact: **Tony Nielsen**
Phone: **651-213-8752**
Fax:

Configuration #:
EQT002708_v1

Proposal Date: 2/23/2024

Aspen Equipment, LLC. is pleased to offer the following proposal for your consideration

Qty	Part/Spec Number	Description	Price
1	5.15 G2-60-1342 EA38	Tommygate 38" Ext Alum Platform w/ taper, 1300 lb cap, G2 Series	\$3,893.00
1	5.144 T-54	Tommygate T-54 Light Kit: 3 add-on system	\$653.00
1	5.150	Rear Camera and Sensor Bar See Application guide for Part Number	\$189.00
1	5.152 Liftgate Install-Pickup	Installation of liftgate on pickup. Mount, wire and test	\$1,351.00
1	3.118 UTMVPP85	Western 8'6" Steel MVP Plus V-plow, Ultramount 2 Blade height is 29" Blade gauge is 14 GA steel Four (4) trip springs Eight (8) vertical ribs Pivot bar Power bar provides torsional strength Trip Edge protection Lift ram is 1-1/2" x 8" UltraLock Double-Acting angling rams are 1-3/4" x 11" Plow width at full angle is 7'5" Plow width at scoop is 7'1" Plow width at full v is 7'7" Approximate weight of plow is 880lbs. 3/8" x 6" high carbon steel cutting edge Disc Shoes are optional Poly blade guides	\$7,826.00
1	3.164 44280	Western MVP Pro Plus deflector Kit	\$391.00
1	3.209 72525	Adder for NIGHTHAWK LED Headlight Kit, Complete	\$550.00
	Important Note:	Truck rating and compatibility MUST be verified prior to plow installation	
1	8.3 Backup Camera	FMVSS 111 - Relocate factory installed backup camera system	\$578.00
1	8.436 BR-10***	Back Rack Std Cab Protector (See App'l Guide for PT#)	\$777.00
1	8.446 BR-91005	Sport Light Brackets, Pair	\$127.00

State of Minnesota Contract 230110, 229754

Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

Submitted by,	Budgetary Sub Total:	\$16,335.00
Aaron Carlson 612-719-2009	Does not include Applicable Taxes	
	Budgetary Total:	\$16,335.00

* Equipment Specifications subject to change.

** Manufacturer's Surcharges may be added to this proposal.

*** Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that proposed products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of proposed products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.



2755 Geneva Avenue North
Oakdale, MN 55128
651-765-2657

Quote

Date	Quote #
10/10/2023	JP101023-02

Name / Address
CHISAGO CO HIGHWAY 313 NORTH MAIN STREET ROOM 400 CENTER CITY, MN 55012

Ship To
CHISAGO CO HIGHWAY 31325 OASIS ROAD CENTER CITY, MN 55012

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
	NET 30	11/9/2023		JLP	ORIGIN

Qty	Item	Description	Price	U/M	Total
1	21TRPL47-C135790	CODE 3 21TR 47" LIGHTBAR - AMBER DRIVER, BLUE PASSENGER - PYLON MOUNTING KIT	1,349.99	ea	1,349.99
1	SHIPPING AND HAND...	SHIPPING AND HANDLING CHARGES FOR ABOVE TO BE ADDED AT TIME OF SHIPPING, FOB ORIGIN	0.00		0.00

All EATI production sales orders will have parts and labor invoiced separately.
You will receive an invoice for your parts once they are received and ready for the build.
If you would like to turn this quote into an order, please notify your sales rep ASAP

Total	\$1,349.99
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Cart

Order Summary

Subtotal	\$2,818.60	Estimated Tax	N/A	Estimated Shipping	FREE
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Estimated Total **\$2,818.60**



WEATHER GUARD

Liquid Transfer Tank: Black, L-Shape, 90 gal Capacity, 14 Gauge Steel

Item # 38TG39



Availability

⚠ Backordered, expected to arrive by end of Mar, 2024.
This item requires special shipping, additional charges may apply.

Qty
1

Your Price
\$967.43 / each



FILL-RITE

Fuel Transfer Pump: Pump with Hose & Nozzle, Bung, 15 gpm Max. Flow Rate, 12V DC, NPT, NPT

Item # 1P894

Availability

Expected to arrive **Wed. Feb 28.**

Qty
1

Your Price
\$477.95 / each



FILL-RITE

Hose Swivel: Multi-Plane Swivel, 3/4 in NPT, 3/4 in NPT, Aluminum, 50 psi Max. Op Pressure

Item # 24UY36

Availability

Expected to arrive **Wed. Feb 28.**

Qty
1

Your Price
\$68.48 / each



FILL-RITE

Hydrosorb Filter Kit: Fuel Filter Kit, Particulate/Water, 25 gpm Max. Flow Rate, 1 in NPT

Item # 3MMN6

Availability

Expected to arrive **Wed. Feb 28.**

Qty
1

Your Price
\$88.20 / each



FILL-RITE

Flowmeter: Mechanical Fuel Transfer Meter, Aluminum, 3/4 in FNPT, 3/4 in Connection Size

Item # 24KJ09

Availability

Expected to arrive **Wed. Feb 28.**

Qty
1

Your Price
\$310.32 / each



WEATHER GUARD

Truck Box: Black, Single Lid, 72 in Overall Wd, 20 1/2 in Overall Dp, Aluminum

Item # 61UP22

Limited Quantity Available



Availability

Qty
1

Your Price
\$906.22 / each

Expected to arrive **Wed. Feb 28**.
This item requires special shipping, additional charges may apply.

Products You Have Recently Viewed

 WEATHER GUARD Truck Box: Black, Single Lid, 72 in Overall Wd, 20 1/2 in... Item # 61UP22 Your Price ⓘ \$906.22 / each Qty 1 Add to Cart	 WEATHER GUARD Liquid Transfer Tank: Black, L-Shape, 90 gal Capacity, ... Item # 38TG39 Your Price ⓘ \$967.43 / each Qty 1 Add to Cart	 WEATHER GUARD Truck Box: Black, Single Lid, 87 in Overall Wd, 16 1/4 in... Item # 61UP66 Your Price ⓘ \$844.46 / each Qty 1 Add to Cart	 WEATHER GUARD Truck Box: Black, Sing 62 1/2 in Overall Wd, 2 Item # 61UP65 Your Price ⓘ \$953.89 / each Qty 1 Add to Cart
--	--	--	--

Chisago County

State Contract # 169667

Allow 18-24 weeks for delivery from order date

Anticipated order cutoff date of TBD

Dodge of Burnsville

12101 Hwy 35W South

Todd Prissel

tprissel@dodgeofburnsville.com

Direct # 952-767-2702

2024 Ram 3500 Reg Cab V8 4x4 2GA (D28L62)

Base Vehicle Contract Price

\$ 40,868.00

Engine Model

Copy and Paste Price to add options

2HA 6.7L Cummins Diesel	2HA	\$ 9,012.00	
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Equipment Groups

Tradesman Level 1 Equipment Group	A61	\$ 1,729.00	
Tradesman Level 2 Equipment Group	A6B	\$ 2,373.00	\$ 2,373.00

Appearance Packages

Chrome Appearance Group	AMP	\$ 1,519.00	
-------------------------	-----	-------------	--

Functional Packages

Towing Technology Group	AAN	\$ 2,204.00	
Special Service Vehicle Group	AAP	\$ 768.00	
Safety Group	AAU	\$ 2,751.00	
Snow Chief Group	AD2	\$ 1,063.00	
Protection Group	ADB	\$ 133.00	
Convenience Group	ADC	\$ 419.00	
Cold Weather Group	ADE	\$ 133.00	
Emer/Fire/Resc Special Service Pkg	AH6	\$ 768.00	
Heavy Duty Snow Plow Prep Group	AHD	\$ 225.00	\$ 225.00
5th Wheel/Gooseneck Towing Prep Grp	AHU	\$ 501.00	
Bed Utility Group	ANT	\$ 777.00	\$ 777.00
Tow-Mode Digetal RR View Mirrior	AVF	\$ 1,044.00	
Tow Technology Plus Group	AVS	\$ 1,371.00	
ParkSense FT/RR Park Assist System	XAG	\$ 364.00	
Blind Spot and Cross Path Detection	XAN	\$ 640.00	

Optional Equipment

Elec Shift on the Fly Trans Case	DK3	\$ 272.00	
4.10 Axle Ratio	DMF	\$ 133.00	
Power 2-Way Driver Lumbar Adjust	JPE	\$ 88.00	
Mirror Pwr Heat Fold Telescop Chrome	GT3	\$ 253.00	
LT275/70R18E OWI On/Off Road Tires	TCP	\$ 272.00	
18X8.0 Steel Wheels	WBN	\$ 272.00	

Dual Rear Wheels	WLA	\$ 1,376.00	
Additional Features			
220 Amp Alternator	BAJ	\$ 133.00	
Floor Covering Carpet	CKE	\$ 139.00	
Delete Carpet	CK9	\$ -	
Mopar Front Rubber Floor Mats	CLY	\$ 115.00	
Tri-Fold Tonneau Cover	CS7	\$ 640.00	
Anti-Spin Differential Rear Axle	DSA	\$ 456.00	
Rear Window Defroster	GFA	\$ 180.00	
Rear Sliding Window	GFD	\$ 180.00	
115V Auxiliary Front Power Outlet	JKV	\$ 235.00	\$ 235.00
Auxiliary Switches - I/P Mounted	LHL	\$ 143.00	\$ 143.00
Clearance Lamps	LNC	\$ 88.00	
Front Fog Lamps	LNJ	\$ 180.00	
Ctr Stop Lamp w/Cargo View Camera	LPD	\$ 317.00	
Chrome Tubular Side Steps	MRT	\$ 456.00	
Mopar Black Tubular Side Steps	MRU	\$ 409.00	\$ 409.00
Rear Wheelhouse Liners	MWH	\$ 180.00	\$ 180.00
Engine Block Heater	NHK	\$ 88.00	
Auto Level Rear Air Suspension	SEB	\$ 1,568.00	
Uconnect 5 W 8.4" Display (USA)	UBD	\$ 749.00	
ParkSense Rear Park Assist System	XAA	\$ 272.00	
Rear Backup Alarm	XAW	\$ 133.00	
2 Additional Key Fobs	XCH	\$ 249.00	
Tow Hooks	XEA	\$ 92.00	
Dual Alternators Rated at 380 Amps	XF5	\$ 364.00	
Dual Alternators Rated at 440 Amps	XF7	\$ 364.00	
Mopar Trlr Camera Wiring/No Camera	XFQ	\$ 473.00	
Trailer Tire Pressure Monitoring Sys	XG9	\$ 409.00	
Trailer Brake Control	XHC	\$ 364.00	\$ 364.00
Spray In Bedliner	XMF	\$ 552.00	
Mopar 20K Direct Mnt 5th Wheel Hitch	XML	\$ 989.00	
Upfitter Electronic Module (VSIM)	XXS	\$ 317.00	
Seat Options			
Cloth 40/20/40 Bench Seat/Black	V9/X9	\$ 115.00	
HD Vinyl 40/20/40 Split Bench Seat/Bl/Gr	TX/X8	\$ -	
Color Options			
Low Vol colors not available with Ram Box			
Billet Silver Metallic	PSC	\$ 272.00	\$ 272.00
Bright White	PW7	\$ -	
Case IH Red	P61	\$ 460.00	
Delmonico Red Pearl Coat	PRV	\$ 225.00	
Diamond Black Crystal	PXJ	\$ 225.00	
Flame Red Clear Coat	PR4	\$ -	

Granite Crystal Metallic	PAU	\$	272.00	
Low Vol Black Clear Coat	PX8	\$	460.00	
Low Vol Detonator Yellow	PYB	\$	460.00	
Low Vol Light Green	PGC	\$	460.00	
Low Vol Omaha Orange	P62	\$	460.00	
Low Vol School Bus Yellow	PL1	\$	460.00	
Low Vol Timberline Green Pear	PGW	\$	460.00	
Low Vol Yellow	P63	\$	460.00	
New Holland Blue	P72	\$	460.00	
Patriot Blue Pearl	PPX	\$	225.00	
Republic Blue Clear Coat	P49	\$	460.00	
Dealer Options				
OEM Extra Key	EOK	\$	240.00	
			Metro Tax	\$ 20.00
Total Delivered Price with options Per Contract				\$ 45,866.00

Dodge of Burnsville
Todd Prissel
952-767-2702
tprissel@dodgeofburnsville.com

+ Tax
49021



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 - Fax: (952) 656-7159 - Website: www.aspenequipment.com

Cust Name: **Chisago County**
Contact: **Tony Nielsen**
Phone: **651-213-8752**
Fax:

Configuration #:
EQT002708_v1

Proposal Date: 2/23/2024

Aspen Equipment, LLC. is pleased to offer the following proposal for your consideration

Qty	Part/Spec Number	Description	Price
1	5.15 G2-60-1342 EA38	Tommygate 38" Ext Alum Platform w/ taper, 1300 lb cap, G2 Series	\$3,893.00
1	5.144 T-54	Tommygate T-54 Light Kit: 3 add-on system	\$653.00
1	5.150	Rear Camera and Sensor Bar See Application guide for Part Number	\$189.00
1	5.152 Liftgate Install-Pickup	Installation of liftgate on pickup. Mount, wire and test	\$1,351.00
1	3.118 UTMVPP85	Western 8'6" Steel MVP Plus V-plow, Ultramount 2 Blade height is 29" Blade gauge is 14 GA steel Four (4) trip springs Eight (8) vertical ribs Pivot bar Power bar provides torsional strength Trip Edge protection Lift ram is 1-1/2" x 8" UltraLock Double-Acting angling rams are 1-3/4" x 11" Plow width at full angle is 7'5" Plow width at scoop is 7'1" Plow width at full v is 7'7" Approximate weight of plow is 880lbs. 3/8" x 6" high carbon steel cutting edge Disc Shoes are optional Poly blade guides	\$7,826.00
1	3.164 44280	Western MVP Pro Plus deflector Kit	\$391.00
1	3.209 72525	Adder for NIGHTHAWK LED Headlight Kit, Complete	\$550.00
	Important Note:	Truck rating and compatibility MUST be verified prior to plow installation	
1	8.3 Backup Camera	FMVSS 111 - Relocate factory installed backup camera system	\$578.00
1	8.436 BR-10***	Back Rack Std Cab Protector (See App'l Guide for PT#)	\$777.00
1	8.446 BR-91005	Sport Light Brackets, Pair	\$127.00

State of Minnesota Contract 230110, 229754

Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

Submitted by,	Budgetary Sub Total:	\$16,335.00
Aaron Carlson 612-719-2009	<i>Does not include Applicable Taxes</i>	
	Budgetary Total:	\$16,335.00

* Equipment Specifications subject to change.

** Manufacture's Surcharges may be added to this proposal.

*** Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that proposed products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of proposed products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.



Quote

2755 Geneva Avenue North
Oakdale, MN 55128
651-765-2657

Date	Quote #
10/10/2023	JP101023-02

Name / Address
CHISAGO CO HIGHWAY 313 NORTH MAIN STREET ROOM 400 CENTER CITY, MN 55012

Ship To
CHISAGO CO HIGHWAY 31325 OASIS ROAD CENTER CITY, MN 55012

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
	NET 30	11/9/2023		JLP	ORIGIN

Qty	Item	Description	Price	U/M	Total
1	21TRPL47-C135790	CODE 3 21TR 47" LIGHTBAR - AMBER DRIVER, BLUE PASSENGER - PYLON MOUNTING KIT	1,349.99	ea	1,349.99
1	SHIPPING AND HAND...	SHIPPING AND HANDLING CHARGES FOR ABOVE TO BE ADDED AT TIME OF SHIPPING, FOB ORIGIN	0.00		0.00

All EATI production sales orders will have parts and labor invoiced separately.
You will receive an invoice for your parts once they are received and ready for the build.
If you would like to turn this quote into an order, please notify your sales rep ASAP

Total	\$1,349.99
--------------	-------------------

Chisago County

State Contract # 169667

Allow 18-24 weeks for delivery from order date

Anticipated order cutoff date of TBD

Dodge of Burnsville

12101 Hwy 35W South

Todd Prissel

tprissel@dodgeofburnsville.com

Direct # 952-767-2702

2024 Ram 3500 Reg Cab

V8 4x4 2GA (D28L62)

Base Vehicle Contract Price

\$ 40,868.00

<u>Engine Model</u>		<u>Copy and Paste Price to add options</u>	
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OEM Extra Key	EOK	\$	240.00	
			Metro Tax	\$ 20.00
Total Delivered Price with options Per Contract				\$ 45,866.00

Dodge of Burnsville
Todd Prissel
952-767-2702
tprissel@dodgeofburnsville.com

+Tax 3155
A 49021



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 - Fax: (952) 656-7159 - Website: www.aspenequipment.com

Cust Name: **Chisago County**
Contact: **Tony Nielsen**
Phone: **651-213-8752**
Fax:

Configuration #:
EQT002708_v1

Proposal Date: 2/23/2024

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<u>Qty</u>	<u>Part/Spec Number</u>	<u>Description</u>	<u>Price</u>
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1	3.209 72525	Adder for NIGHTHAWK LED Headlight Kit, Complete	\$550.00
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1	8.446 BR-91005	Sport Light Brackets, Pair	\$127.00

State of Minnesota Contract 230110, 229754

Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

Submitted by,

Aaron Carlson
612-719-2009

Budgetary Sub Total: \$16,335.00

*Does not include
Applicable Taxes*

Budgetary Total: \$16,335.00

* Equipment Specifications subject to change.

** Manufacturer's Surcharges may be added to this proposal.

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Quote

Date	Quote #
10/10/2023	JP101023-02

2755 Geneva Avenue North
 Oakdale, MN 55128
 651-765-2657

Name / Address
CHISAGO CO HIGHWAY 313 NORTH MAIN STREET ROOM 400 CENTER CITY, MN 55012

Ship To
CHISAGO CO HIGHWAY 31325 OASIS ROAD CENTER CITY, MN 55012

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
	NET 30	11/9/2023		JLP	ORIGIN

Qty	Item	Description	Price	U/M	Total
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1	SHIPPING AND HAND...	SHIPPING AND HANDLING CHARGES FOR ABOVE TO BE ADDED AT TIME OF SHIPPING, FOB ORIGIN	0.00		0.00

All EATI production sales orders will have parts and labor invoiced separately.
 You will receive an invoice for your parts once they are received and ready for the build.
 If you would like to turn this quote into an order, please notify your sales rep ASAP

Total	\$1,349.99
--------------	------------

Cart

Order Summary

Subtotal	\$2,818.60	Estimated Tax	N/A	Estimated Shipping	FREE
----------	------------	---------------	-----	--------------------	------

Estimated Total **\$2,818.60**



WEATHER GUARD
Liquid Transfer Tank: Black, L-Shape, 90 gal Capacity, 14 Gauge Steel
 Item # 38TG39

Qty
 1

Your Price
\$967.43 / each



Availability
 ⚠ Backordered, expected to arrive by end of Mar, 2024.
 This item requires special shipping, additional charges may apply.



FILL-RITE
Fuel Transfer Pump: Pump with Hose & Nozzle, Bung, 15 gpm Max. Flow Rate, 12V DC, NPT, NPT
 Item # 1P894

Qty
 1

Your Price
\$477.95 / each

Availability
 Expected to arrive **Wed. Feb 28.**



FILL-RITE
Hose Swivel: Multi-Plane Swivel, 3/4 in NPT, 3/4 in NPT, Aluminum, 50 psi Max. Op Pressure
 Item # 24UY36

Qty
 1

Your Price
\$68.48 / each

Availability
 Expected to arrive **Wed. Feb 28.**



FILL-RITE
Hydrosorb Filter Kit: Fuel Filter Kit, Particulate/Water, 25 gpm Max. Flow Rate, 1 in NPT
 Item # 3MMN6

Qty
 1

Your Price
\$88.20 / each

Availability
 Expected to arrive **Wed. Feb 28.**



FILL-RITE
Flowmeter: Mechanical Fuel Transfer Meter, Aluminum, 3/4 in FNPT, 3/4 in Connection Size
 Item # 24KJ09

Qty
 1

Your Price
\$310.32 / each

Availability
 Expected to arrive **Wed. Feb 28.**



WEATHER GUARD
Truck Box: Black, Single Lid, 72 in Overall Wd, 20 1/2 in Overall Dp, Aluminum
 Item # 61UP22

Qty
 1

Your Price
\$906.22 / each

Limited Quantity Available



Availability

Expected to arrive **Wed. Feb 28.**
This item requires special shipping, additional charges may apply.

Products You Have Recently Viewed

	WEATHER GUARD Truck Box: Black, Single Lid, 72 in Overall Wd, 20 1/2 in... Item # 61UP22		WEATHER GUARD Liquid Transfer Tank: Black, L-Shape, 90 gal Capacity, ... Item # 38TG39		WEATHER GUARD Truck Box: Black, Single Lid, 87 in Overall Wd, 16 1/4 in... Item # 61UP66		WEATHER GUARD Truck Box: Black, Sing 62 1/2 in Overall Wd, 2 Item # 61UP65
Your Price ⓘ \$906.22 / each		Your Price ⓘ \$967.43 / each		Your Price ⓘ \$844.46 / each		Your Price ⓘ \$953.89 / each	
Qty 1	Add to Cart	Qty 1	Add to Cart	Qty 1	Add to Cart	Qty 1	Add to Cart

Chisago County Request for Board Action

Meeting Date: March 6, 2024	Item Number: 13
Title of Item for Consideration: CLA Cyber Security Audit and Policies Update	
Action Requested by: Jon Eckel, Director	Department: Enterprise Service
Previous Action on this Matter: Included in the 061-6342 and CIP ENTS-0390 approved budgets.	
Background: Due to the current issues around cyber security for government networks and data there are many new requirements including auditing and policies that must be adhered to. Clifton Larson Allen has the expertise in the government sector to be able to successfully deliver these projects.	
Attachment(s):	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to proceed with the CLA cyber security audit and policies update. The following motion is suggested:	
<i>“Move to authorize the DES Director to issue the associated PO’s and sign any needed documents to proceed with the CLA cyber security audit and policies update.”</i>	
Implications of Action: This service will bring the County into alignment with the current policies and procedures as required by multiple State and Federal regulations.	
Budget/Financial Implications: The total estimated cost is not to exceed \$100,000.00 these funds are in the 2024 approved CIP and 061 budgets.	
Legal/Policy Implications: All purchasing / bid laws will be followed. The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

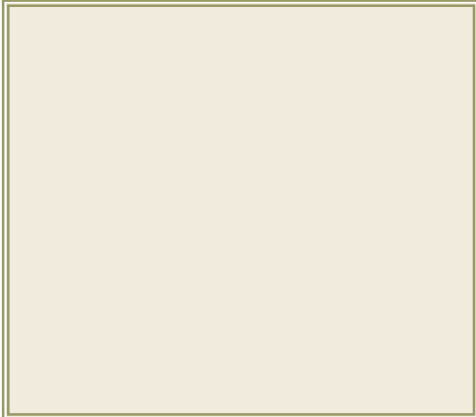
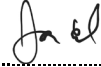
Chisago County Request for Board Action

Meeting Date: March 6, 2024	Item Number: 14
Title of Item for Consideration: UPS Replacements for County Server Rooms	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Included in the ENTS-0371,0372 and 0395 approved 2024 CIP budget.	
Background: Due to the age of the UPS's (uninterruptable power system) systems that run the critical county data systems the equipment and batteries need to be upgrade.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to proceed with the UPS's upgrades for the County Server Rooms. The following motion is suggested: <i>"Move to authorize the DES Director to issue the associated PO's and sign any needed documents to proceed with the UPS's update for the County Server Rooms."</i>	
Implications of Action: It is expected that this upgrade will provide UPS hardware service to the main County data centers for the next 7+ years (batteries have a faster replacement cycle). Budget/Financial Implications: The total estimated costs including required electrical work will not exceed \$197,200.00 (the 2024 CIP amount). Legal/Policy Implications: All purchasing / bid laws will be followed. The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: March 6, 2024	Item Number: 15
Title of Item for Consideration: Out of State Travel Request – International Wireless Communications Expo, Orlando, FL	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: The International Wireless Communications Expo in Orlando, Florida provides an opportunity to learn the direction that the emergency communications industry is going along with the opportunity to learn about the current and upcoming technologies in this field. The event is 3/24/2024 – 3/29/2024. Attachment(s): Out of State Travel Request form	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the Chisago County Emergency Communications Manager to attend the 2024 IWCE conference in Orlando FL from 3/24/2024 to 3/29/2024. The following motion is suggested: <i>“Move to authorize the Chisago County Emergency Communications Manager to attend the 2024 IWCE Conference in Orlando FL from 3/24/2024 to 3/29/2024.”</i>	
Implications of Action: By attending this training and conference the ECS Director will be better able to provide current and relevant direction for the Counties ARMER and E-911 systems. Budget/Financial Implications: This expense is budgeted in the 061-6342 budget. Legal/Policy Implications: All purchasing / bid laws will be followed. The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	2/26/2024	
Employee Name	Mike Parker	
Department	DES - Emergency Communications Services	
Destination	Orlando, FL	
Purpose of Travel	IWCE - International Wireless Communications Expo	
Departure Date	3/24/2024	
Return Date	3/29/2024	
Total Travel Expenses	\$3,493.00	
Supervisor Name (PRINT)	Jon Eckel	
Supervisor's Signature		
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	MSP to MCO Roundtrip			\$856.20
Ground Transportation	Orlando To/From Airport & MSP parking			\$185.00
Conference/Registration Fees	4 day Technical Conferences + Exhibit hall			\$1,199.00
Lodging		\$168.26	5	\$841.30
Meals	4 days @ \$64 and 2 days @ \$51.75			\$359.50
Mileage	Mileage to and from MSP airport	\$26.00	2	\$52.00
Grand Total				\$3,493.00

Chisago County Request For Board Action

Meeting Date: March 6, 2024	Item Number: 16
Title of Item for Consideration: Ratification of 2024-2025 CBA w/ AFSCME – Highway Maintenance Superintendents	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration/Human Resources
Previous Action on this Matter: None.	
Background: The AFSCME labor contract covers the Highway Maintenance Superintendents. There has never been a collective bargaining agreement with this classification of employees (Maintenance Superintendent and Assistant Maintenance Superintendent). The County Administrator, County Engineer and County Human Resources Director met with the unit, and came to tentative agreement for settlement of these labor contracts for 2024 and 2025. This is a new bargaining unit in Chisago County. Attachment(s): 2024-2025 CBA w/ AFSCME – Highway Maintenance Superintendents	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the AFSCME – Highway Maintenance Superintendents Collective Bargaining Agreement as negotiated for the term of two (2) years commencing on January 1, 2024 and expiring on December 31, 2025. The suggested motion is as follows: <i>“Move to approve the AFSCME – Highway Maintenance Superintendents Collective Bargaining Agreement as negotiated for the term of two (2) years commencing on January 1, 2024 and expiring on December 31, 2025.”</i>	
Implications of Action: By approving the contract, the County will enter into a binding agreement between AFSCME unit and Chisago County for the terms and conditions set forth for two (2) years. Budget/Financial Implications: The negotiated terms of the labor contracts will not affect adjusting the 2024 to be adopted county personnel budget. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**Contract will
handed out/sent
out before the
Board meeting**

Chisago County Request For Board Action

Meeting Date: March 6, 2024	Item Number: 17
Title of Item for Consideration: Make Properties, LLC and Mark Rand & Carrie Rand and applicant Keith Koecher Final Plat of Make Properties	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Final Plat of Make Properties was recommended for approval by the Planning Commission on August 3, 2023 and approved by the Board of Commissioners on August 16, 2023.	
Background: Make Properties, LLC and Mark Rand & Carrie Rand and applicant Keith Koecher are requesting Final Plat approval of Make Properties. The subject 29.44 acre property is proposed to be divided into two subdivided lots ranging in size from 14.44 to 15 acres. The property is located at 1127 Stark Road / CSAH 10 (PID 03.00440.00) and 1225 Stark Road / CSAH 10 (PID 03.00440.01) in Fish Lake Township. The Final Plat submitted on February 16, 2024, generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. The County Attorney's Office has provided opinion that title evidence is satisfactory and that the title policies meet the technical requirements of the Chisago County Subdivision Ordinance both as to form and date of said title policies. A resolution of the Board of Commissioners acknowledging and approving the Final Plat is presented for Board consideration. Attachment(s): • Draft Resolution of Approval • Final Plat (<i>available at the meeting</i>) • County Attorney Legal Opinion Memo	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider approving the Final Plat of Make Properties located at 1127 Stark Road / CSAH 10 (PID 03.00440.00) and 1225 Stark Road / CSAH 10 (PID 03.00440.01) in Fish Lake Township. The recommended motion is as follows: <i>“Move to Approve Resolution No. 24/0306-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Make Properties located at 1127 Stark Road / CSAH 10 (PID 03.00440.00) and 1225 Stark Road / CSAH 10 (PID 03.00440.01) in Fish Lake Township.”</i>	
Implications of Action – Recommended Board action grants approval and the necessary signatures of the Make Properties Final Plat as presented. 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.	

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



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0306-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF MAKE PROPERTIES

WHEREAS, property owners MaKe Properties, LLC and Mark Rand & Carrie Rand and applicant Keith Koecher submitted a request for the Final Plat of MaKe Properties on February 16, 2024; and

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

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

WHEREAS, the subject sites are legally described as:

PID 03.00440.00

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

Chisago County, Minnesota

EXCEPT

Lot 1, Block 1, Rand Estates

and

PID 03.00440.01

Lot 1, Block 1, Rand Estates

Chisago County, Minnesota

WHEREAS, the Preliminary Plat of MaKe Properties was recommended for approval by the Planning Commission on August 3, 2023 and approved by the Board of Commissioners on August 16, 2023; and

WHEREAS, the Final Plat submitted on February 16, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

WHEREAS, the County has received title evidence in the form of a title policy for each subject property, and the County Attorney's Office has provided a legal opinion that the title evidence is satisfactory and that the title policies meet the technical requirements of the Chisago County Subdivision Ordinance both as to form and date of said title policies.

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

1. The Final Plat is approved as submitted on February 16, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The property owners shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None.

Approved: March 6, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator



**Office of the Chisago County Attorney
Janet Reiter, County Attorney**

313 North Main Street, Suite 373
Center City, MN 55012
Phone (651) 213-8400
Facsimile (651) 213-8401

February 26, 2024

**LEGAL OPINION MEMO
(Revised)**

To: Marlys Dunne, Chairperson
Chisago County Board of Commissioners

From: Jeffrey B. Fuge, Assistant County Attorney *JB.F.*

Re: Review of Final Plat – Final Plat of MaKe Properties
Subdivision Ordinance, section 3 ii. 3

Owner and Subject Property – Mark Rand and Carrie Rand/ PID #03.00440.01
Title Policy: Policy No. O-9301-005380116

Owner and Subject Property – MaKe Properties, LLC/ PID #03.00440.00
Title Policy: Policy No. O-0000905390868

Madam Chairperson:

The County Attorney's Office provides this legal opinion memo to the County Board of Commissioners with respect to the approval of the Final Plat of MaKe Properties. The legal opinion memo dated February 26, 2024 revises and replaces that legal opinion memo issued on February 23, 2024. The consideration of this matter has been placed on the agenda for the meeting of March 6, 2024.

SCOPE

The legal opinion memo provides the statement required by Section 3.07 ii. 3. of the Chisago County Subdivision Ordinance. Said provision requires the County Attorney's Office to review submitted title evidence for sufficiency and to issue a statement as to whether fee simple title to the properties platted, are in the name of the applicant/subdivider or in the name of the owner or owners on whose behalf the application is made.

ANALYSIS

MaKe Properties, LLC is the plat applicant and the application is signed by Keith Koecher, owner and manager of MaKe Properties, LLC. MaKe Properties, LLC made the application on behalf of itself on behalf of Mark Rand and Carrie Rand by delegation of agency signed by Mark Rand and Carrie Rand and submitted with the application.

The proposed Plat of MaKe Properties seeks to plat two adjoining properties held by separate owners.

Mark Rand and Carrie Rand are the owners of the parcel having an address of 1125 Stark Road, Harris Minnesota. The Mark Rand and Carrie Rand Property has a legal description and parcel identification number, as follows:

Lot 1, Block 1, RAND ESTATES, Chisago County, Minnesota
PID #03.00440.01

MaKe Properties, LLC owns the adjoining property, having a physical address of 1127 Stark Road, Harris, Minnesota. The MaKe Properties, LLC Property has a legal description and parcel identification number of

That part of the Northeast Quarter of Southeast Quarter (NE 1/4 of SE 1/4) lying
South of the South right-of-way of County Road No. 10 as presently located,
Section 28, Township 36, Range 22,

EXCEPT

Lot 1, Block 1, RAND ESTATES

All situated in the state of Minnesota, Chisago County
PID# 03.00440.00

In support of the proposed final plat, the applicant has supplied the County a copy of a title policy for each subject property.

Mark Rand and Carrie Rand Property

Policy No. O-9301-005380116 is the title policy received with respect to the property owned by Mark Rand and Carrie Rand. Policy No. O-9301-005380116 has an initial date of issuance of July 25, 2023, and an extended date of January 22, 2024. The policy identifies the insured as Mark D. Rand and Carrie E. Rand, married to each other, and holding interest in the land in fee simple interest. Policy No. O-9301-005380116 does incorrectly identify the physical address of the Mark Rand and Carrie Rand Property as 1127 Stark Road, Harris, Minnesota. Nonetheless, the title policy accurately references the

legal description and parcel identification number of that land owned by Mark D. Rand and Carrie E. Rand. Despite this discrepancy, the County Attorney's Office renders an opinion that Policy No. O-9301-005380116 meets the technical requirements of the Subdivision Ordinance both as to form and date of said title policy.

MaKe Properties, LLC Property

Policy No. O-0000905390868 is the title policy received with respect to the property owned by MaKe Properties, LLC. Policy No. O-0000905390868 has an initial date of issuance of December 19, 2022, and an extended date of January 22, 2024. Policy No. O-0000905390868 identifies MaKe Properties LLC as the insured owner of the subject property, holding interest in fee simple. The County Attorney's Office makes a determination that the title policy of Policy No. O-0000905390868 meets the technical requirements of the Subdivision Ordinance both as to form and date of said title policy.

By application of Section 3.07 ii. 3. of the Chisago County Subdivision Ordinance, the County Attorney's Office concludes that the date and form of the title policies of Policy No. O-9301-005380116 and Policy No. O-0000905390868 satisfactorily demonstrates that fee simple title to the platted lands are owned by Mark D. Rand and Carrie E. Rand and MaKe Properties, LLC, on whose behalf the application for final plat has been made.

A copy of this memo is provided to the Environmental Services Director with instructions to place the same on file.

cc: Kurt Schneider, Environmental Services Director

Chisago County Request For Board Action

Meeting Date: March 6, 2024	Item Number: 18
Title of Item for Consideration: Ratification of 2024-2025 CBA w/ LELS – Non-Licensed-Essential Supervisors	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration/Human Resources
Previous Action on this Matter: None.	
Background: The LELS labor contract covers the Non-Licensed-Essential Supervisors (Jail Administrator, Assistant Jail Administrator, Director of Emergency Communications). There has never been a collective bargaining agreement with this classification of employees. The County Administrator, Chief Deputy and County Human Resources Director met with the unit, and came to tentative agreement for settlement of these labor contracts for 2024 and 2025. This is a new bargaining unit in Chisago County. Attachment(s): 2024-2025 CBA w/ LELS – Non-Licensed-Essential Supervisors	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the CBA w/ LELS – Non-Licensed-Essential Supervisors Collective Bargaining Agreement as negotiated for the term of two (2) years commencing on January 1, 2024 and expiring on December 31, 2025. The suggested motion is as follows: <i>“Move to approve the LELS – Non-Licensed-Essential Supervisors Collective Bargaining Agreement as negotiated for the term of two (2) years commencing on January 1, 2024 and expiring on December 31, 2025.”</i>	
Implications of Action: By approving the contract, the County will enter into a binding agreement between the LELS unit and Chisago County for the terms and conditions set forth for two (2) years. Budget/Financial Implications: The negotiated terms of the labor contracts will not affect adjusting the 2024 to be adopted county personnel budget. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

LABOR AGREEMENT

Between



COUNTY OF CHISAGO

and



LAW ENFORCEMENT LABOR SERVICES, INC.

Representing:

Non-Licensed-Essential Supervisors
Local 561

Effective January 1, 2024, through December 31, 2025

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ARTICLE 1. PURPOSE

This labor agreement, hereinafter referred to as the Agreement, between the County of Chisago, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., Local 561, hereinafter referred to as the Union, is entered into in recognition of the parties' complete understanding covering terms and conditions of employment.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes Law Enforcement Labor Services Inc. as the exclusive representative, as certified by the Bureau of Mediation Services, Case No. 24PCE0523, for:

All employees employed by the Chisago County Sheriff's Office, Center City, Minnesota, in the classifications of Jail Administrator, Assistant Jail Administrator, and Director of Emergency Communications, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential and all other employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new job class, the issue shall be submitted to the Minnesota Bureau of Mediation Services for determination.

ARTICLE 3. EMPLOYER AUTHORITY

- 3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select and direct personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4. UNION SECURITY

- 4.1 The Employer shall deduct an amount sufficient to provide payment of regular dues established by Law Enforcement Labor Services, Inc. from wages of all employees who authorize such deduction. The Employer shall remit such deductions to the appropriate designated official with Law Enforcement Labor Services, Inc. with a list of names of the employees from whose wage deductions were made.

- 4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorney's fees, brought or issued against the Employer under the provisions of Section 4.1 of this Article.
- 4.3 The Employer shall provide designated bulletin boards for posting notices of Union business.
- 4.4 Th Employer agrees to recognize stewards certified by the Union.
- 4.5 Non-employee representatives of the Union, certified to the Employer as provided herein shall notify the Employer prior to coming on the premises. The Union representatives will not interfere with the work of the employees.

ARTICLE 5. SENIORITY

- 5.1 County Seniority means an employee's total length of service with the Employer as a regular full-time employee.
- 5.2 Classification Seniority means an employee's total length of service in a specific job classification as a regular full-time employee.
- 5.3 Layoff shall be accomplished by the use of inverse order of their classification seniority in the classification to be reduced in force.
- 5.4 Employees being laid off shall be allowed to utilize current Chisago County Policies and Labor Agreements currently in effect, in the same manner as a non-represented employee.
- 5.5 An employee bumping pursuant to Section 5.4 shall be placed on the salary schedule based on county seniority.
- 5.6 Recall: When the work force is increased after a layoff, employees shall be recalled to the classification from which they were laid off in the inverse order of layoff before any new employee is hired or promoted into that classification. Employees shall retain rights to reemployment after layoff for a period of eighteen (18) months commencing with the effective date of the layoff. It shall be the responsibility of each employee on layoff to keep the Employer advised of the employee's current address and telephone number. Any employee on layoff who is notified at the employee's current address by registered or certified mail to return to work. and who fails to return within twelve (12) calendar days of the date the notice is mailed, will be considered to have resigned from employment.
- 5.7 Seniority During Layoff: Employees will retain the seniority they accrued prior to layoff, but shall not accrue additional seniority during the time they are on layoff status.
- 5.8 Seniority During Unpaid Leave: Employees will retain the seniority they accrued prior to an unpaid leave of absence but shall not accrue additional seniority during the time they are on an unpaid leave of absence unless federal or state law requires continuity of seniority.

- 5.9 Department employees in positions outside of the bargaining unit shall continue to maintain bargaining unit seniority and bumping rights to the position last occupied in the bargaining unit in the event of layoff or involuntary removal for reason other than gross misconduct.

ARTICLE 6. GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 Union Representation: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.
- 6.3 Processing of a Grievance: The Employer and the Union recognize and accept that grievances, as hereinafter provided, are limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee's duties and responsibilities. The aggrieved employee and the Union Representatives shall be allowed a reasonable amount of time, without loss in pay, when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 Grievances, as defined by Article 6.1, shall be resolved in conformance with the following procedures:

Step 1: An employee claiming violation concerning the interpretation or application of the Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance, in writing, to the Employer's designated representative. The Employer's designated representative will review, discuss with the Union and respond, in writing, to the Step 1 grievance within ten (10) calendar days of receipt of the grievance.

A grievance not resolved in Step 1 may be appealed to Step 2 of the grievance procedure. Any grievance not appealed by the Union within ten (10) calendar days of receipt of the Step 1 response shall be considered waived.

Step 2: A grievance not resolved in Step 1 and appealed to Step 2 shall be submitted, in writing, to the Employer's designated representative within ten (10) calendar days of receipt of the Step 1 response. The document will outline the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, and the remedy sought. The Employer's designated representative will review, discuss with the Union and respond, in writing, to the Step 2 grievance within ten (10) calendar days of receipt of the grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 or Step 4 of the grievance procedure. Any grievance not appealed by the Union within ten (10) calendar days of receipt of the Step 2 response shall be considered waived.

Step 3: If the grievance is not resolved at Step 2 of the grievance procedure, the parties shall submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 2 of the grievance procedure.

Step 4: A grievance unresolved in Step 2 or mediation option Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. In the event that the request for arbitration is due to a termination of employment, the Union shall have fourteen (14) calendar days to request an Arbitrator list. The Union and Employer shall have fourteen (14) calendar days from the receipt of the Arbitrator list to begin striking names. In the event that the Arbitrator list is requested based upon other disciplinary action, the Union shall have thirty (30) days to request an Arbitrator list. The Union and Employer shall have thirty days from the receipt of the Arbitrator list to begin striking names. A mutually agreeable date shall be set between all parties to hear such grievance.

6.5 Arbitrator's Authority

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
2. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 6.6 Time Limits: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limits (or agreed upon extension), it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal within the specified time limits, the Union may treat the grievance as denied at that step and immediately appeal the grievance to

the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

- 6.7 Choice of Remedy: If, as a result of the Employer's written response in Step 2, the grievance remains unresolved and the grievance involves the suspension, demotion or discharge of any employee who has completed the required probationary period, the grievance may be appealed to either Step 3 of Article 6 or a procedure such as Veteran's Preference or Human Rights. If appealed to any procedure other than Step 3 of Article 6, the grievance is not subject to the arbitration procedure of Article 6. The aggrieved employee shall indicate, in writing, which procedure is to be utilized and shall acknowledge that selecting a procedure other than Step 3 of Article 6 precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article 6.
- 6.8 An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governor of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the paragraph of Section 5.7 shall be immediately null and void and shall be deleted from this agreement.

ARTICLE 7. NO STRIKE

- 7.1 No employees covered by the Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event any employee violates this article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties.

ARTICLE 8. PROBATION & TRIAL PERIODS

- 8.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period.
- 8.2 Probationary employees may be discharged during the probationary period and such action shall not be subject to the grievance procedure.
- 8.3 An employee who is promoted to a position within this bargaining unit shall serve a twelve (12) month trial period. During the trial period, the Employer may return the employee to a position in their former classification and to their rate of pay immediately prior to the promotion. An employee who is returned to their former classification will be provided the reasons in writing.

ARTICLE 9. WORK SCHEDULE

- 9.1 The normal work week for full-time employees shall be forty (40) hours.
- 9.2 Employees shall be notified of permanent changes in their work schedules at least thirty (30) calendar days before such changes become effective.
- 9.3 An employee assigned by the Employer to be available during their non-scheduled work time to make budgetary or administrative decisions shall be compensated four (4) hours of their regular rate of pay for each work week.
- 9.4 An employee who is called out to duty during their scheduled off-duty time or on a scheduled day off shall receive a minimum of two (2) hours compensation paid at their straight rate of pay.
- 9.5 Employees who work more than 80 hours in a two week pay period may earn compensatory time for the additional hours worked at a rate of one hour of compensatory time for every additional hour, or part thereof, worked. During pay periods when an employee works fewer than 80 hours, compensatory time may be used in conjunction with hours worked, vacation and paid holidays to result in a salary equivalent to 80 hours of pay.
- 9.6 Compensatory time may accumulate up to a maximum of one hundred (100) hours, compensatory time over one hundred (100) hours may be converted to vacation time or paid out, at the discretion of the employee, as outlined in Article 11.6.

ARTICLE 10. HOLIDAYS

- 10.1 Employees shall be entitled to payment for holidays pursuant to this Article provided they are in paid status or on an approved leave of absence.
- 10.2 The following shall be included as paid holidays for employees subject to this AGREEMENT:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Thanksgiving Day
Christmas Day	December 25
**One (1) Floating Holiday	Day of Employee's Choice
**Christmas Eve	December 24

**Christmas Eve shall be a holiday in years in which it falls on Monday-Thursday.

**A floating holiday will be granted in years in which Christmas Eve is not observed as a holiday.

- 10.3 Holidays will be paid on the basis of eight and one-half (8.5) hours per holiday.

- 10.4 When a holiday as designated in this Article falls on a Sunday, the following day (Monday) shall be considered the official holiday for employees or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the official holiday for employees. For the employees on another scheduling system, the holidays shall be deemed to fall on the applicable actual calendar date without reference to Saturday and Sunday adjustments.
- 10.5 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.
- 10.6 All work performed on a holiday shall be paid the regular rate of pay, plus holiday pay.
- 10.7 A floating holiday shall be a restricted holiday and the employee shall not be permitted to work on such floating holiday. The employee will receive eight and one half (8.5) hours pay at their regular straight time hourly rate. The floating holiday shall be arranged in a flexible fashion and must be approved by the employee's supervisor. The floating holiday may not be accumulated and must be used or scheduled to be used by December 31.

ARTICLE 11. VACATION

- 11.1 All full-time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate.

- 11.2 Vacation Benefits shall accrue in accordance with the following schedule:

<u>Years of Service</u>	<u>Pay Period</u>	<u>Rate Per Year</u>
0-1 year	3.1 hours	80 hours
After 1 year	3.7 hours	96 hours
After 4 years	4.6 hours	120 hours
After 6 years	5.5 hours	144 hours
After 10 years	6.5 hours	168 hours
After 14 years	7.4 hours	192 hours

- 11.3 Employees may reduce their vacation balance by cashing out a maximum of one hundred (100) hours on the employees' anniversary date and performance review. Payment to employee shall be on the first payroll check following the annual performance review and shall occur once per calendar year.
- 11.4 Scheduling of an employee's vacation shall be by mutual agreement between the employee and the employee's supervisor.
- 11.5 Vacation leave shall accrue on a bi-weekly basis and computation of eligibility and maximum accumulation shall be on a bi-weekly basis.
- 11.6 Employees may cash out up to forty (40) hours of their vacation hours, that was from converted compensatory time, four (4) times per year- March, June, September, and December.
- 11.7 Vacation time may be accumulated to a maximum of 30 days (240 hours), except that in special circumstances, and with the approval of the Employer, vacation time may be accumulated up to a greater maximum for a special purpose.

- 11.8 Any regular employee who is laid off, retires, voluntarily quits, or is involuntarily separated for non-disciplinary reasons shall be compensated in cash for the unused vacation time the employee accumulated at the time of separation. In order to be eligible for said compensation, the employee must provide written notice to the Employer at least ten (10) working days in advance of the effective date of the employee's separation.

ARTICLE 12. SICK LEAVE

- 12.1 Full-time employees shall earn sick leave at the rate of four (4) hours per pay period with unlimited accumulation.
- 12.2 An employee may utilize sick leave allowance on the basis of application therefore approved by the EMPLOYER for absences necessitated by the following:
- A. Inability to perform position duties by reason of illness or injury.
 - B. Necessity of acute medical or dental care.
 - C. Exposure to contagious disease under circumstances in which attendance on duty would expose other employees or members of the public.
 - D. Illness to the immediate family for such period as necessary to procure alternative care, subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children or parent where the parent has no other person available to provide necessary domestic care and who lives in the household of the employee.
- Sick leave usage shall be subject to approval and verification by the EMPLOYER and the employee may be required to furnish a report from a recognized physical or mental health authority satisfactory to the EMPLOYER attesting to the necessity of the leave and such other information as the EMPLOYER deems necessary to establish the employee's fitness for employment.
- 12.3 Sick leave benefits shall be paid at the employee's current pay rate.
- 12.4 Sick Leave During Vacation. Should an employee contract any illness or disability during the employee's vacation that requires the attention of a physician, the period of sickness or disability may be charged as a sick leave and the charge against vacation reduced accordingly, provided the employee furnishes the Employer with written physician's certification of such claimed sick leave.
- 12.5 Employees working less than full-time shall not earn regular sick leave. They are eligible for Earned Sick and Safe Time (ESST) leave under the Employer's ESST policy.
- 12.6 For sick leave that has been accrued and subsequently designated as ESST leave, the employee may choose to use such ESST leave for the purposes and persons identified in Minnesota Statutes 181.941, 181.9445, 181.9446, 181.9447, and 181.9448 (2023), and under the provisions as set forth in those statutes.

ARTICLE 13. LEAVE OF ABSENCE

- 13.1 In the event it is necessary for an employee to be absent from work for reasons other than those as provided by this Agreement, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence; in case of an emergency, as determined by the Employer, such notice may be waived.

Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the Sheriff, and is approved by the County Board. The approval of such request is discretionary with the Board unless mandatory under state or federal law.

Employees who are absent from work without an approved leave of absence will be subject to provisions of Article 18, Discipline and Discharge.

Leaves with Pay: In addition to holidays, vacation leave, and sick leave, employees may be eligible for one or more of the following leaves with pay subject to approval by the County Board.

- A. Funeral Leave: A regular employee shall be allowed five (5) working days with pay for the death of his/her spouse, child or stepchild or parent/spouse's parent.

A regular employee shall be allowed three (3) working days with pay for the death of, step parents, ward, brother, sister, son-in-law, daughter-in-law, grandchild or grandparents of either the employee or his/her spouse. Upon approval of the Department Head, at his/her discretion, additional leave may be granted for bereavement provided such additional days be deducted from sick leave not to exceed 5 days.

One day sick leave may be used for any other relative, with the exception of cousins. In the event that a holiday occurs during funeral leave time, an employee shall not be allowed to collect both funeral leave pay and holiday pay for those days.

Funeral leave shall not exceed five (5) consecutive business days.

- B. Military Leave. Employees who are a member of a military reserve unit of the United States or the State of Minnesota and are called to active duty will be entitled to pay for up to 15 working days per calendar year.

- C. Jury Duty. When an employee receives a summons for jury duty, they must notify their supervisor immediately. They will be given leave for such jury duty and be compensated for the difference between the regular straight time hourly rate and the jury duty per diem for any time lost due to jury service. Employees are expected to report to work during the time period they are not required to be in court.

- D. Voting Leave. Employees eligible to vote in any statewide general election or in any election to fill a vacancy in the office of a representative in Congress will be granted leave for purpose of voting at any time during the work day of the election. Employees are expected to make prior arrangements with their supervisor regarding their absence.

- E. Court Appearance Leave. Employees shall be granted a leave of absence if called to appear as a witness before a court, legislative committee or judicial body in an action by

the federal government, the State of Minnesota or one of its political subdivisions. Any witness pay received shall be reported to the Employer and deducted from the employee's regular pay. If an employee appears and testifies in private litigation that is not job related, leave may be granted without pay based on prior approval of the Employer.

13.2 Leave of Absence Without Pay.

- A. Policy Statement. It is the policy of Chisago County to grant a medical leave of absence without pay to employees for personal, physical or mental illness, injury, or chemical dependency treatment.
- B. Eligibility. An employee must have regular status and have completed the probationary period for new employees. In order to qualify for such leave, an employee must have regular status and have completed the probationary period for new employees. Unpaid leaves of absence will not be granted if an employee has banked hours of sick leave, vacation or compensatory time, unless otherwise stated in policy or Board Resolution. Banked hours must be used prior to unpaid leaves of absence are granted.

13.3 Employees may be eligible for one or more of the following leaves without pay, subject to approval by the County Board, except that leaves without pay of five (5) days or less may be granted by the Sheriff prior to initiation of the leave.

A. Disability Leave

In the event an employee has exhausted all accrued sick leave and is unable to work because of illness or injury, the employee may be granted a leave of absence for up to six (6) months. This leave may be extended by the County Board if circumstances warrant.

B. Military Leave

Employees shall be eligible for military leave as provided by Minnesota Statute and/or Federal law.

C. Child Care Leave

Employees who meet the minimum requirements for employment as stated in the Family and Medical Leave Act may be eligible for leave without pay for up to 12 weeks.

Additionally, the Minnesota Parental Leave law provides for up to 6 weeks leave without pay. Eligibility requirements must be met as stated in the law.

The FMLA and Minnesota Parental Leave shall run concurrently and shall not exceed 12 weeks of time away from work.

13.4 Effect on Benefits During a Leave of Absence Without Pay.

- A. An employee who is on leave of absence may continue to participate in the group insurance programs set forth in Article 16 provided the employees pays the full cost of the premium. Unless otherwise required by state or federal law, it is the employee's responsibility to make arrangements with the Employer for payment of the monthly premium while on leave of absence.
- B. Pension contributions shall not accrue.

- C. Sick leave shall not accrue.
- D. Vacation shall not accrue.
- E. Holidays shall not be paid.

13.5 Reinstatement and Termination During a LOA Without Pay.

- A. Chisago County wishes to ensure that its employees are capable of performing job responsibilities based on medical approval following a leave of absence based on medical/disability reasons to protect both employee and Employer.
- B. A doctor's statement verifying the physical ability of the affected employee's return to the job performed is necessary. This will need to be sufficient and clear prior to returning to work in any capacity or status.
- C. In the event a physician puts limitations of any kind on the employee's return to work or the County has reason to believe it is in the best interest of the County or employee's health, a second medical opinion may be requested. The County will designate the physician, with medical and transportation expenses paid for by the County.
- D. Prior to (or as soon as possible in the event of an emergency) a medical leave commencing, the employee will obtain the physician's statement indicating the reason for the medical leave and the expected date of return.
- E. An employee returning to work within the authorized leave period will be reinstated. Efforts will be made to ensure reinstatement to a position of similar status and pay.
- F. An employee exceeding the authorized leave period without giving proper notice shall be considered to have voluntarily terminated without proper notice.
- G. An employee giving proper termination notice within the authorized leave period shall be eligible for severance/termination.

ARTICLE 14. INJURY ON DUTY

- 14.1 Workers' Compensation. Employees who, because of injury or sickness, incurred in the line of duty, qualified for workers' compensation, may opt to continue to receive that portion of the employee's regular salary deducted from accumulated sick leave which, together with any payment received from workers' compensation, will equal the employee's normal daily or weekly earnings.
- 14.2 If an employee performs law enforcement services, as required by the Sheriff's Office, whether or not the employee has reported in as "on duty" and is injured in the course of performing those duties, the employee shall be eligible for the benefits of this article.

ARTICLE 15. SEPARATION PAY

- 15.1 Upon termination of employment, employees with seven (7) years of employment shall be entitled to seventy-five (75%) percent of accumulated sick leave and after 14 years 100% of accumulated sick leave up to a maximum of 1,000 hours of accumulated sick leave as set forth in Article 12 Section 1.
- 15.2 Severance pay benefits shall be available for any employee who leaves the employment of the department in good standing. In the event of death of an employee, the applicable severance benefit shall be paid to the estate of the employee. The benefit available under this Article shall be based on compensation at the normal rate of pay for the employee for all unpaid accrued vacation.
- 15.3 In those cases in which an employee terminates employment and fails to give required notice of resignation or if the employee is terminated for just cause the right to severance pay shall be reviewed on an individual basis and at the discretion of the Employer.

ARTICLE 16. INSURANCE BENEFITS

- 16.1 The Employer agrees to provide and pay the premium for the present level of group term life insurance of \$25,000 during the term of this Agreement.
- 16.2 The Employer agrees to provide full-time regular employees and regular part-time employees' access to hospital, medical, major medical and dental coverage, and agrees to pay during the course of this Agreement 95% of the single policy and 80% of the Family, Single+ Child, Single+ Spouse policy.
- 16.3 The Employer will contribute \$2,500 for a single, single + child, and single + spouse policy deductible and \$3,000 for family deductible into the Health Savings Account (HSA) will be prorated based upon the benefit eligibility date. Such deposit shall be made the first payroll in January. The Employer contribution towards the deductible will be prorated based upon the benefit eligibility date of the new employee. Example: If an employee is eligible for benefits on August 1 - they would receive 5/12th of the county contribution towards their deductible.
- 16.4 Married couples who both work for the county will receive single, single+ child, single + spouse (\$2,500) and family (\$3,000) deductible contributions into the Health Savings Account (HSA). Such deposit shall be made the first payroll in January.
- 16.5 The annual benefit maximum for dental insurance will be \$1,200 for each covered person per coverage year as outlined in the dental Summary Plan Description.
- 16.6 The Employer shall notify the Local Union Business Agent of any new health insurance plan or extension of a current plan.
- 16.7 After December 31st of each contract year, a bonus of eight (8) hours of vacation will be added to the vacation bank of any employee who successfully completes the County Wellness Plan in that contract year.

- 16.8 In the event of an unforeseen medical emergency, the Employer agrees to assist in the payment of such medical bills in the event that the employee does not have enough funds for payment of such medical bill. All such requests shall be discussed with the Human Resources Director. If an employee receives assistance from the county, the employee agrees that repayment of monies shall be made to the county by no later than the last payroll of the year in which they received assistance. Employees leaving employment before repayment is made shall have the outstanding balance deducted from their last check. All repayment agreements shall be coordinated by the Human Resources Director.

ARTICLE 17. RANDOM DRUG TESTING

- 17.1 Employees covered under this labor agreement will be subject to drug testing provisions as outlined in the Employer's Employee Random Drug Testing policy. Any changes to the Employee Random Drug Testing Policy will be negotiated with the Union prior to implementation.

ARTICLE 18. UNIFORMS/UTILITIES

- 18.1 Uniforms shall be provided for all employees upon promotion or appointment as determined necessary by the Employer.
- 18.2 Employees shall receive an annual clothing allowance for the purpose of replacing and/or maintaining uniforms and/or equipment. The Jail Administrator and Assistant Jail Administrator shall receive \$1,200, and the Director of Emergency Communications shall receive \$650. This agreement includes a "me too" clause for future increases negotiated by similar positions covered by other bargaining units within the Sheriff's Office.
- 18.3 All routine maintenance (dry cleaning, laundering, and minor repairs, such as sewing on a button) is the responsibility of the employee.
- 18.4 Payments for uniform allowance will be on the first payroll in January. New employees shall receive a pro-rated uniform allowance based upon their hire date and full-time equivalency.
- 18.5 Should, during the course of duty, reasonable personal items such as glasses or a watch, or duty items such as uniforms or gear, become damaged or soiled, with approval of the Chief Deputy or the Sheriff, the Employer will replace the item(s).

ARTICLE 19. WAGES

- 19.1 Employees shall be compensated in accordance with the wage schedule attached hereto as Appendix A. Employees employed on the date of ratification of the Agreement by both parties shall be eligible for the negotiated wage increases.

- 19.2 Movement to the next higher step on the pay rate schedule shall occur after the completion of each full year of employment in the current classification.

ARTICLE 20. EDUCATION / HEALTH CLUB REIMBURSEMENT

- 20.1 **EDUCATION REIMBURSEMENT:** Any employee who, in order to improve his/her performance, takes courses which have a direct relationship to his/her work, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by his/her Department Head and the Human Resources Director. Factors upon which an employee's eligibility depends, includes the past work record of the employee; his/her service ratings; length of service; the relevancy of the course work to the employee's position. Tuition payment shall not exceed the limit of one thousand dollars (\$1,000) annually per employee.
- 20.2 **HEALTH CLUB REIMBURSEMENT:** Employees shall be eligible to use educational reimbursement dollars for reimbursement of eligible health club membership for the employee. There will be no reimbursement for family paid membership. Receipt must accompany requests for reimbursement. The Employer will reimburse 50% of the cost of the membership up to a maximum of \$200 annually.
- 20.3 If the Employee leaves employment within one year following completion of a course taken under Section 1, they must refund the amount paid by the Employer.

ARTICLE 21. DISCIPLINE

- 21.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- Verbal warning;
 - Written warning;
 - Suspension;
 - Demotion; or
 - Discharge.
- Suspensions, demotions and discharges shall be in writing.
- 21.2 Written warnings, and notices of suspensions, demotion and discharge which are to become part of an employee's personnel file, shall be read and signed by signature of the employee in acknowledgement of receipt. Employees and the Union will receive a copy of such warnings and/or notices.
- 21.3 Employees may examine their personnel files at reasonable times under the direct supervision of the Employer.

- 21.4 If the Employer determines that it is necessary to question an employee concerning an act or behavior by the employee which, if confirmed, may result in disciplinary action, the employee will be given an opportunity to have a Union representative present at such questioning.
- 21.5 A written warning, suspension, demotion or discharge of an employee may be appealed through the grievance procedure contained in Article 6 of this Agreement initiated by the union at step 2 of the grievance procedure.

ARTICLE 22. SAVINGS CLAUSE

- 22.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be re-negotiated at the written request of either party.

ARTICLE 23. CONSTITUTIONAL PROTECTIONS

- 23.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 24. MINNESOTA STATE RETIREMENT SYSTEM (MSRS)

- 24.1 The Minnesota State Retirement System (MSRS) shall be established with the Employer contributing \$10.00 per month per employee into each employee's MSRS account. Employees shall direct deposits into their MSRS account as provided in the attached Memorandum of Understanding (Appendix B).
- 24.2 Employees shall have the right, as a group decision, to elect to transfer sick leave pay severance into the HRA plan as provided.
- 24.3 The group will be able to change elections or contributions once per year.

ARTICLE 25. SNOW DAYS

- 25.1 There shall be no snow days granted. The Department Head may grant vacation time or compensatory time to cover snow or bad weather time off. Probationary employees who have not yet accumulated sufficient vacation time may take time off without pay.

ARTICLE 26. COMPLETE AGREEMENT

- 26.1 This Agreement shall represent the complete Agreement between the Union and Employer.
- 26.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 27. DURATION

- 27.1 This Agreement shall be in full force and effect from January 1, 2024, to December 31, 2025, and thereafter until modified by the parties. Either party may serve notice at least ninety (90) days prior to expiration of the intent to negotiate a successor agreement.

SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Agreement.

CHISAGO COUNTY:

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.:

Chisago County Board Chair Date

Tim Gannon, Business Agent Date

Chisago County Administrator Date

Jonathan Gray, Union Steward Date

Chisago County Sheriff Date

Human Resources Director Date

Reviewed and Approved as to Form:

JANET REITER
COUNTY ATTORNEY:

By: Jeffrey B. Fuge March 1, 2024
Jeffrey B. Fuge Date
Assistant County Attorney

APPENDIX A
Salary Schedule

ADD SALARY SCHEDULE/STEPS FOR EACH CLASSIFICATION AND NOTE THE WAGE INCREASE FOR EACH YEAR.

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHISAGO COUNTY
AND
LAW ENFORCEMENT LABOR SERVICES, INC, LOCAL 561
-MSRS-**

This Memorandum of Understanding is entered into by and between Chisago County (“Employer”) and Law Enforcement Labor Services, Inc., Local 561 (“Union”).

WHEREAS, the Employer and Union are parties to a collective bargaining agreement setting forth terms and conditions of employment for a bargaining unit of essential, nonlicensed supervisors; and,

WHEREAS, the Employer has set up a Minnesota State Retirement System account for each bargaining unit employee;

NOWTHEREFORE, the parties agree that, effective January 1, 2024,

A. Upon separation of employment:

1. ____% of the employee’s eligible accumulated sick leave hours shall be deposited into the employee’s MSRS Account.
2. ____% of the employee’s eligible accumulated vacation hours shall be deposited into the employee’s MSRS Account.

B. Each pay period, the employee shall contribute ____% of their gross wage to their MSRS Account.

FOR THE COUNTY:

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.:

Human Resources Director Date

Business Agent Date

Union Steward Date

Appendix A

2024 Wage Scale

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
LT/Assistant Jail Administrator	15	\$ 82,291.28	\$ 85,171.48	\$ 88,152.48	\$ 91,237.82	\$ 94,431.14	\$ 97,736.23	\$ 101,157.00	\$ 104,697.49	\$ 108,361.91
		\$ 39.56	\$ 40.95	\$ 42.38	\$ 43.86	\$ 45.40	\$ 46.99	\$ 48.63	\$ 50.34	\$ 52.10
Director of Emergency Communications	16	\$ 87,228.52	\$ 90,281.52	\$ 93,441.37	\$ 96,711.82	\$ 100,096.74	\$ 103,600.12	\$ 107,226.13	\$ 110,979.04	\$ 114,863.31
		\$ 41.94	\$ 43.40	\$ 44.92	\$ 46.50	\$ 48.12	\$ 49.81	\$ 51.55	\$ 53.36	\$ 55.22
CPT/Jail Administrator	19	\$ 107,810.91	\$ 111,584.29	\$ 115,489.74	\$ 119,531.88	\$ 123,715.50	\$ 128,045.54	\$ 132,527.13	\$ 137,165.58	\$ 141,966.38
		\$ 51.83	\$ 53.65	\$ 55.52	\$ 57.47	\$ 59.48	\$ 61.56	\$ 63.71	\$ 65.94	\$ 68.25

Includes 2.0% COLA increase over 2023

For 2024 only - in addition to the 2% COLA the LT/Assistant Jail Administrator will receive one (1) additional step increase (effective 1/1/2024) plus a normal step on their classification date

2025 Wage Scale

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
LT/Assistant Jail Administrator	15	\$ 83,937.11	\$ 86,874.91	\$ 89,915.53	\$ 93,062.57	\$ 96,319.76	\$ 99,690.96	\$ 103,180.14	\$ 106,791.44	\$ 110,529.15
		\$ 40.35	\$ 41.77	\$ 43.23	\$ 44.74	\$ 46.31	\$ 47.93	\$ 49.61	\$ 51.34	\$ 53.14
Director of Emergency Communications	16	\$ 88,973.09	\$ 92,087.15	\$ 95,310.20	\$ 98,646.06	\$ 102,098.67	\$ 105,672.12	\$ 109,370.65	\$ 113,198.62	\$ 117,160.57
		\$ 42.78	\$ 44.27	\$ 45.82	\$ 47.43	\$ 49.09	\$ 50.80	\$ 52.58	\$ 54.42	\$ 56.33
CPT/Jail Administrator	19	\$ 109,967.13	\$ 113,815.98	\$ 117,799.54	\$ 121,922.52	\$ 126,189.81	\$ 130,606.45	\$ 135,177.68	\$ 139,908.90	\$ 144,805.71
		\$ 52.87	\$ 54.72	\$ 56.63	\$ 58.62	\$ 60.67	\$ 62.79	\$ 64.99	\$ 67.26	\$ 69.62

Includes 2.0% COLA increase over 2024

Chisago County Request for Board Action

Meeting Date: March 6, 2024	Item Number: 19
Title of Item for Consideration: West Rush Lake Letter of Support – Rush Lake Improvement Association – Rep. Stauber	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: West Rush Lake has suffered from HABs (harmful algal blooms) that degrade water quality, produce toxins that are a risk to humans and wildlife, and has negative impacts on recreation, property values, and the local economy. The health of Rush Lakes is very critical to those who live on the lake, but it is also critical to the region’s economy. According to a recent study, West Rush Lake needs a significant internal phosphorus reduction of 59% to meet state water quality standards. A total and complete restoration is estimated to cost approximately \$6.2M and will mitigate approximately 30,000 pounds of phosphorus pollution that have accumulated in the lake. The project will utilize lanthanum-based phosphorus mitigation technologies that are exceptionally benign to the aquatic environment and represent advancement in technology for this type of restoration. The Rush Lake Improvement Association has requested the County’s support to send a letter to U.S. Congressman Pete Stauber to request an appropriation for the restoration of the lake. Attachment(s): • Letter of Support to Rep. Pete Stauber	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for an appropriation from the US Government for Rush Lake restoration from harmful algal blooms. The following motion is suggested; <i>“Move to approve a letter of support for an appropriation from the US Government for Rush Lake restoration from harmful algal blooms.”</i>	
Implications of Action: Approval will show the Chisago County Board of Commissioners support for the US Government to support the West Rush Lake Water Quality. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	

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



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

March 3, 2024

The Honorable Pete Stauber
U.S. House of Representatives
145 Cannon House Office Building
Washington, DC 20515

Dear Rep. Stauber,

The Chisago County Board of Commissioners write to request your strong consideration of the Rush Lake Improvement Association's request for Congress to appropriate \$3.7 million for Fiscal Year 2024 to address the phosphorus pollution in West Rush Lake that leads to persistent harmful algal blooms (HABs).

During the last several years, West Rush Lake has suffered from HABs that degrade water quality, produce toxins that are a risk to humans and wildlife, and have negative impacts on recreation, property values, and the local economy. The health of Rush Lake is not only very important to those who live on the lake, but it is also critical to the region's economy. According to a recent study provided to Chisago County Watershed Resources Manager, West Rush Lake needs a significant internal phosphorus reduction of 59% to meet state water quality standards.

We urge you to work to appropriate \$3.7 million to begin the mitigation of legacy phosphorus that severely impacts water quality. In total, complete restoration is estimated to cost approximately \$6.2M and will mitigate approximately 30,000 pounds of phosphorus pollution that have accumulated in the lake. The project will utilize lanthanum-based phosphorus mitigation technologies that are exceptionally benign to the aquatic environment and represent advancement in technology for this type of restoration.

We cannot wait any longer to address the repeated HABs that plague this lake and community. Funding this project will improve water quality, reduce HABs, decrease risks associated with HABs, benefit the local economy and positively benefit local property values on and near the lake.

For the reasons above, I urge your full consideration of the Rush Lake Improvement Districts request. If you have any questions or need additional information, please contact Chase Burnham, County Administrator, chase.burnham@chisagocountymn.gov.

Sincerely,

Chair, Marlys Dunne
Chisago County Board of Commissioners

CORRESPONDENCE

How AMC Works for Chisago County



Association of
Minnesota
Counties

How Chisago County Shaped AMC in 2023

- **Environment & Natural Resources Policy Committee:** Commissioner Jim Swenson
- **General Government Policy Committee:** Commissioner Rick Greene
- **Public Health & Human Services Policy Committee:** Commissioner Marlys Dunne
- **Public Safety Policy Committee:** Commissioner Ben Montzka
- **Transportation & Infrastructure Policy Committee:** Commissioner Dan Dahlberg

2023 Legislative Successes

- The 2023 session brought historic investments in County Program Aid, probation funding, and Payment-in-Lieu of Taxes (PILT) in addition to new investments in housing, transportation, mental health, family resource centers, broadband, and recycling will support counties work in a variety of fields that will have positive impacts on the residents and clients we serve as well as county levies and budgets. Below are highlights of new or increased funding for Chisago County as passed by the 2023 legislature*:
 - County Program Aid will increase by \$941,124.
 - Funding for community supervision will increase in all counties regardless of probation delivery system. For Chisago County the increase will be \$524,747.
 - The legislature created a new public safety aid fund and Chisago County's allocation is \$1,138,241.
 - In statewide housing aid, the allocation is \$130,416.
 - Payment in Lieu of Taxes (PILT) payments will increase for Chisago County by \$1,331.
 - SCORE grants for solid waste management will increase by \$30,583.
 - The allocation for Local Homelessness Prevention Aid will be \$36,694.
 - One-time aid for Medical Assistance costs will bring to \$280,355 Chisago County.
 - Across all categories of Transportation funding, the increase for Chisago County will be \$441,861.
- Local Public Health Funding was increased by \$9.8 million per year and a new grant program for emergency preparedness and response will bring \$8.4 million per year to community health board across the state.
- In the area of mental health, the legislature provided money to eliminate the county cost share for mentally ill and dangerous individuals who await transfer from one state-operated facility to another as well as investments in suicide prevention grants, school linked behavioral health grants, mobile crisis grants, new psychiatric residential treatment facility start up grants, and more. The legislature also included 3% increase to mental health outpatient services rates with inflation every year until the new rate methodology is adopted. There is also a new requirement for DHS to distribute a survey to counties to determine how many children are sent to residential facilities in other states.
- \$100 million in broadband investments over the next two years. \$60 million for the Border-to-Border Grant Program and \$40 million for the Lower Population Density Program.
- For Family Resource Centers, there was the creation of a special revenue fund for Title IV-E reimbursements as well as funding for evidence-based prevention/early intervention services, kinship supports within counties/tribes, family response and intervention grants, and more.

** The amounts listed in these bullets are a mix of certified and projected allocations depending on the nature of the funding source, please contact AMC if you have questions.*

Events, Education, and Research

AMC offers a variety of member events, meetings and conferences designed to help county commissioners and staff keep up-to-speed on issues, enhance their leadership skills, learn, network, and share best practices to help improve residents' lives and the efficiency of county government. 2023 was a successful year for AMC with member participation and active engagement.

- **County Government 101** for newly elected county officials is valuable training for newly elected leaders to kick-off their new careers in county government. To augment the two-day training, AMC provided a **County Government 201** educational session mid-year to build on what was learned during County Government 101. Experts and veteran county leaders provided insight into subjects like managing board meetings, a county commissioner's role with HR, and more.
- AMC held its first annual **Drainage Conference** for counties, joint counties, watershed districts, and other water management organizations. As drainage authorities, they are charged with the responsibility to manage and preserve the drainage infrastructure our agricultural economy depends upon to support modern advances in efficient farming practices. Drainage authorities are expected to balance the needs of effective water management with competing ecological, land use, and conservation policies, which requires understanding the basics of public drainage law and to adopt practical and innovative strategies utilizing current technology to meet these challenges.
- AMC's **Legislative Conference**, transitioned to a virtual event in less than 36 hours because of forecasted heavy snow. Utilizing a Zoom format, we had over 200 virtual participants, successfully hosted an address from Gov. Tim Walz, a roundtable with state agency leaders and policy committee meetings. We also held our well attended annual County Day at the Capitol virtually.
- AMC **District Meetings** in the spring and the fall. Member counties gather with their district colleagues to collaborate and share knowledge on the most important issues facing their region. AMC delivers legislative session results in the spring and works with members to develop legislative priorities in the fall.
- The **Leadership Summit**, attended by county officials and key staff, focuses on leadership skills training to help them become better leaders by preparing them to meet the increasing demands and challenges facing counties today. The leadership examples set by county officials and staff is critical to creating a culture that attracts, retains, and motivates today's workforce.
- The **Fall Policy Conference** is where the legislative policy platform is created to guide the work of AMC's government relations team during the legislative session. During general sessions, attendees learned about County Dispatch Workforce Shortage Solutions, Tax Forfeiture, Family and Community Resource Centers, and the Medicaid Inmate Exclusion Policy (MIEP).
- AMC's **Annual Conference** hosted 536 attendees, 116 exhibitors, and 30+ educational workshops, which made 2023's AMC Annual Conference a huge success.
- The AMC **Preferred Business Partner** program gives companies the greatest exposure to county officials and employees for their investment and brings non-dues revenue to AMC's bottom line. Our Preferred Business Partners are uniquely positioned to build and deepen relationships with county officials in all 87 Minnesota counties. There is no other program in the state that focuses on nurturing the critical and growing relationship between county government and business.
- **2023 Research Highlights:**
 - *Salary Survey:* A new salary survey was launched this year in partnership with the League of Minnesota Cities. There are 77 counties represented in the database.
 - *Opioid Settlement:* AMC's work on assisting counties with Opioid Settlement funds continues and includes ongoing implementation meetings for county leaders, convened by AMC.
 - *Cannabis Legalization:* In preparation for the ongoing roll out of cannabis legalization, AMC has put together an ordinance handbook, available online, and will continue to monitor issues and prepare new guidance materials throughout 2024.
 - *Graduate Student Internship Program:* AMC hosted three summer graduate student interns with a focus on research. The research topics covered county board policies, data retention, economic development, 911 dispatch services, senior services, and homelessness and the reports are available to AMC members on our website.
 - *Research and Special Projects* including county research requests and survey development consultation, Minnesota County Datapile with 200 data points for county reports and more.



Chisago County Historical Society

Preserving & Sharing Chisago County History... Every Day!

February 20, 2024

Chase Burnham, Chisago County Administrator
Chisago County Courthouse
313 North Main Street
Center City, MN 55012

Dear Sir:

The Chisago County Historical Society and Board of Directors would like to thank you for providing the funding necessary for the replacement of our HVAC system in our museum and research library. Since we moved into our building in downtown Lindstrom in the fall of 2017, we have been slowly making repairs and updates to our spaces as our finances allowed.

Your support allows us to continue to improve our building and expand our storage area through an updated HVAC system. This not only makes our staff, volunteers, and visitors more comfortable year-round, but protects the history of the county that we serve.

Thank you again for supporting our organization and helping us to care for our local history.

Chisago County Historical Society

Lora Tatinger
Administrative Manager
Cell: 651-325-8219
chisagocohistory@gmail.com

CCHS 2024 Board of Directors:

Neil Gatzow, *President*
Cindy Johnson, *Vice President*
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Bob Cedergren
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David Johnson

Perry Lindberg
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Keith Parsons
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Larkin Hoffman Cap Watch

Federal Government Update – 2/28/2024 – Megan Knight

With few options and the shutdown clock ticking, Speaker **Mike Johnson** is trying to do what he can to shift the dynamics of the government funding debate.

For the first time, Johnson is making explicit to Democrats and the White House that he's willing to shut down federal agencies unless he has a global agreement – of sorts – on all 12 FY 2024 appropriations bills.

Here are the basics of what Johnson is proposing:

- Johnson has offered to shift existing government funding deadlines from March 1 and March 8 to March 8 and March 22.
- But Johnson is only willing to do that if he has an agreement with Democrats on the four bills due to expire on March 1 – Agriculture, Energy and Water, MilCon-VA and Transportation-HUD – plus two other measures, Interior and Financial Services and General Government. Those six bills would be extended to March 8 under this plan.
- The remaining six bills would be extended until March 22. This group includes some of the thorniest spending measures, such as Defense, Homeland Security and Labor-HHS.

In this offer, Johnson also is making an explicit threat – if the Louisiana Republican doesn't have a bipartisan agreement in hand by Friday, he's not willing to pass a short-term CR to avert a shutdown. Johnson will let government funding lapse starting at midnight Friday. Four bills expire at that point.

For their part, Democrats were cautiously optimistic about these latest developments.

A short-term CR – and that's what this is – makes sense in several ways. It would allow appropriators more time to finish drafting six complex bills; it would eliminate the threat of a partial government shutdown on Super Tuesday, March 5, as 15 states and one territory cast presidential primary votes; and most importantly, all federal agencies would be open on March 7, when President **Joe Biden** gives his State of the Union address.

There are a few dynamics driving Johnson's decision-making process here:

- Johnson and the rest of the Big Four – Schumer, Senate Minority Leader **Mitch McConnell** and House Minority Leader **Hakeem Jeffries** – don't have an agreement to avert a shutdown. And after Tuesday's intense meeting in the Oval Office with Biden, it wasn't entirely clear the quartet could achieve that.
- If Johnson went to House Republicans and asked them to pass another clean CR without a detailed plan to end this funding crisis, he could lose his job. A big part of Johnson's maneuvering here is self-preservation.



WEEKLY LEGISLATIVE UPDATE

February 26, 2024

Issue No. 3

Benton·Blue Earth·Carver·Chisago·Crow Wing·Dakota·Olmsted·Otter Tail·Rice·St. Louis·Scott·Sherburne·Stearns·Washington·Winona

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Transportation
Health & Human Services

General Government & Other
Corrections & Public Safety
Environment

LEADERSHIP AND OVERALL

Week two of legislative session was busy, with hearings on multiple bills impacting the work of county governments including legislation to modify election laws and administration, to ensure local review of closed landfill trust funds, to promote recycling and packaging waste reduction, and to adjustment the ESST law enacted in 2023. On Wednesday, the House Property Tax Division reviewed implementation of the historic county aid increases enacted in 2023.

On Friday, Governor Walz signed the first new law of the 2024 session. New bill introductions for 2024 are now approaching 900 in the House and nearly 800 in the Senate. Despite all the bill introductions and legislative hearings, the potential for significant new law in 2024 is uncertain. Release of the February Forecast on Wednesday afternoon will clarify the state budget resources available to policymakers. Governor supplemental budget recommendations are likely to follow the Forecast release and frame the budget and bonding discussions for the remainder of session.

Tax fix bill passed, signed into law: HF2757 is one of two pieces of legislation the leadership prioritized for early action. The bill makes [three changes](#) relative to the 2023 omnibus tax act. HF2757 passed the House on Monday by a vote of 128-2, and then passed the Senate on Thursday by a vote of 66-0. It was signed into law by Governor Walz on Friday. As enacted, the bill has no state budget impact compared to the November Forecast and did not include a fix relating to net operating loss deductions (NOL's) for businesses. The absence of that provision from the bill, which would cost about \$15 million one-time, resulted in unsuccessful efforts to amend the bill in both the House and Senate.

Student Resource Officers (SROs): A second early session priority to modify the SRO provisions enacted in 2023 slowed last week as hearings were paused out of respect for law enforcement grieving the loss of Burnsville first responders. Hearings have resumed, with the House now anticipated to take up a final bill by mid next week.

Bonding and the Legislative Clock: Bonding remains a top legislative priority for 2024. House and Senate Capital Investment Committees both continue to gather input on infrastructure needs, requests, and policies. However, finding the combination of bonding projects that can achieve the super-majority supported needed to pass a bill (that includes new general obligation bond appropriations) often takes the entire session. And the approaching end of session typically plays a critical role in bringing about compromise. Consequently, there is much attention on when that 'end-of-session' will happen, and whether the constitutional cap on total legislative days (120) will ultimately accelerate forward the last day to pass bills such as a bonding bill. As of this writing, the legislature has 36 legislative days remaining, or 35 days to pass bills since it cannot pass legislation on the last legislative day.

This week, legislative activity will temporarily slow mid-week for precinct caucuses. There are no scheduled committee meetings on Tuesday or Wednesday morning to give legislators time to travel home for precinct caucuses, and the return to St. Paul. Key upcoming session dates/events:

- **February 28** (Wednesday afternoon) – February State Budget Forecast Release
- **Following Week** (approximately) – Governor Walz Supplemental budget recommendations
- **March 22 – 1st and 2nd** committee deadlines, meaning all committees in both bodies must have acted favorably on a bill in the house of origin and its companion bill in the other body.

- **April 19 – 3rd** deadline for committees to have acted favorably on major appropriation and finance bills (supplemental budget bills, if any).

TAX & FISCAL POLICY

LAST WEEK

LOCAL AID FOR COUNTIES: On Wednesday, the House Property Tax Division, chaired by Rep. Dave Lislegard (St. Louis) received updates on the historical increases to county and city aid passed in 2023. County Commissioners Annie Harala and Paul McDonald from St. Louis County, Commissioner Tarryl Clark (Stearns County), and Commissioner Todd Patzner (Kandiyohi County) testified on the funding was critical to the state-local finance partnership and to providing property tax relief by directly offsetting tax levy. Commissioner Clark also highlighted how one-time public safety aid provided critical funding for law enforcement related compensation and recruitment, as well as for critical technology and equipment.

The \$80 million annual increase for CPA, enacted in 2023, is the largest increase in base appropriations for CPA since the program was established. Most counties have reported how this increased aid has been directly beneficial to funding compensation and other cost increases, thereby offsetting what would otherwise have been larger levy increases. Counties also continue to use allocations from the \$300 million in one-time public safety aid. There is no time limit for when the public safety aid must be used, but most MICA counties report having already used or planned for use of portions of the aid.

Sustaining CPA Over Time: During Property Tax Division discussion that followed testifiers, Tax Committee Chair Aisha Gomez, DFL-Minneapolis, provided a strong [statement of support \(50:00 – 55:12\)](#) for further strengthening the state-local fiscal partnership by annually adjusting CPA and LGA to reflect inflationary pressures. MICA has led an effort to introduce [HF3848](#), authored by Chair Lislegard and Chair Gomez in the House, to re-establish an annual inflation adjustment that had long been in law until it was removed beginning for aids payable in 2004. SF4247 is the companion Senate File authored by Sen. Grant Hauschild (St. Louis), and co-authored by Senators Robert Kupec (Moorhead), Heather Gustafson (Ramsey County) and Tax Chair Ann Rest (Hennepin County).

In other tax committee activities:

- The [House Tax Committee](#) held hearings to receive updates on implementation of two major initiatives of the 2023 omnibus tax bill, including:
 - On Tuesday, February 20, the Committee and Revenue Department highlighted efforts to promote awareness of the Child Tax Credit, and
 - On Thursday, the focus was on implementation of requirements to move the Renter’s Credit from a separate application to the income tax return.
- The only Senate Tax Committee planned for last week was postponed to this week for reasons unrelated to legislative activity.

Tax Forfeited Land Legislation: The U.S. Supreme Court ruled Minnesota’s tax forfeiture law to be unconstitutional in May 2023. The most preferred changes to state law to comply with the *Tyler v Hennepin County* decision will involve both comprehensive adjustments to state statute, and significant one-time and ongoing funding to offset costs that will otherwise fall locally. Key legislation reflecting those changes is anticipated to be implemented this week, even as alternative approaches have begun to be introduced as well (see bill introductions below). The state budget resources available in February Forecast, and uncertainty about whether there will be a supplemental tax bill, will play a key role in county efforts to press for action on this key priority.

Bill Introductions of Interest

- [HF4102](#), (Davids and Petersburg), a bill modifying tax-forfeited land statutes to require payment to former owner of any remaining balance after sale of tax-forfeited property and payment of canceled taxes.

- [HF3992](#), (Lislegard and others) is a bill to appropriate \$120 million to provide one-time aid to local governments and private ambulance services.
- [HF4038](#), (Weins and others) is a bill providing an exemption for land owned by congressionally chartered veterans service organizations; removing the special classification for land owned by congressionally chartered veterans service organizations.
- [HF4044](#), (Jacobs and others) is a bill to establish a property tax credit for certain acres certified under the Minnesota agricultural water quality certification program.
- [HF4179](#), (Reyer) is a bill to increase the appropriation for soil and water conservation district aid.

THIS WEEK

This week is likely to see only limited public activity on tax and fiscal policy legislation having a direct impact on county work as the legislature takes a partial midweek pause to accommodate precinct caucuses and awaits the February state budget forecast.

- Monday, House Ways and Means will meet on an agenda that includes consideration of HF3377 (Hansen, R) making certain modifications to previous appropriations from the Environmental Trust Fund, supported by state lottery act; Also on the agenda is HF3489 (Frazier), the SRO legislation pending referral.
- Also Monday, among several bills being heard by the House Veterans Committee is [HF3505](#) (Knudsen), increasing the exclusion amount for homesteads of veterans with disabilities from \$150,000 to \$200,000 for a 70% disability and from \$300,000 to \$400,000 for a 100% disability..
- On Thursday, the [Senate Tax Committee](#) will take up the agenda postponed from week two, including:
 - [SF2509](#), a bill authored by Senator Matt Klein, creating a redevelopment area homestead property tax credit and appropriating state funds to pay the credit.
 - [SF1242](#) (Putnam), a bill authored by Sen. Aric Putnam modifying the definition of attachments and appurtenances to include certain cooperative-owned metering and streetlighting connected to utility distribution lines under property tax laws.

BONDING AND CAPITAL INVESTMENT

LAST WEEK

Senate Capital Investment met once last week with an [agenda](#) that included no specific bills, but rather reports on sustainable building guidelines, infrastructure resiliency, federal funds implementation, and an Infrastructure Stress Transparency Tool brought forward by the Office of Legislative Auditor.

House Capital Investment held two hearings, to receive recommendations for higher education infrastructure spending on Monday and highlight federal infrastructure funding and opportunities.

Requirements to Establish Replacement Funds: On Tuesday, February 20, the House State and Local Government Committee heard two bills authored by Rep. Fue Lee (DFL-Minneapolis), Chair of the House Capital Investment Committee. The first, [HF3584](#) would require local governments apply for state capital assistance to calculate an report a local debt capacity. The other, [HF3582-1E](#) would require all grantees receive state capital assistance to establish a capital project replacement fund for major renovation, rehabilitation or replacement of any project for which the entity receives state capital funding. Further, the grantee must establish a capital project replacement policy, make certain minimum deposits, and receive certain approvals from MN Management and Budget to use the funds. Most local government associations expressed concerns, MICA submitted this [letter](#) and met with Chair Lee. Both bills were passed out of committee and re-referred to Capital Investment.

Bill Introductions of Interest

- [HF4025](#), (Koegel) is a bill establishing the Minnesota Advisory Council on Infrastructure.

THIS WEEK

This week, the [House Capital Investment Committee](#) will meet both Monday and Wednesday afternoons, discussing federal funding opportunities on Monday. The Wednesday meeting will be joint-hearing with Environment Finance and Policy Committee to discuss PFAS and its intersection with capital infrastructure needs.

No meetings have been posted for this week for [Senate Capital Investment](#).

TRANSPORTATION

The House and Senate met on Monday and Thursday. There was no floor action taken on any transportation bills. The transportation highlight of the week was the hearing on Representative Koegel's HF4025 which would establish a Minnesota Advisory Council on Infrastructure. Office powers and duties are specified. A second hearing and probable vote will occur within two weeks.

Monday, the county lobbyists had their first joint Zoom meeting of the year. Information was discussed related to the weekly committee hearings. The week had a full hearing scheduled and action was taken in the House and Senate on a variety of non-transportation bills.

LAST WEEK

The following are committee agendas from last week that involved transportation related matters:

Monday, February 19, 2024 3:00 PM

Transportation

Chair: Senator D. Scott Dibble

Location: (Hybrid Hearing) 1100 Minnesota Senate Bldg.

Agenda:

Fiscal Update - Krista Boyd, Fiscal Analyst

SF3094 Oumou Verbeten- Creating a Plain Language Driver's Manual and Written Examination Working Group and appropriations

- Testimony included:
 - Amna Kiran, English Language Teacher, Andover High School
 - Ann Mabbott, Applied linguist and Professor Emeritus, Hamline University English as a Second Language Teacher Education program.

State and Local Government Finance and Policy Committee:

- Chair- Rep. Ginny Klevorn
- Vice-Chair- Rep. John Huot

Tuesday, February 20, 2024 8:30 a.m.

State and Local Government Finance and Policy

Chair: Rep. Ginny Klevorn

Location: Room 10

Agenda:

HF3582 (Lee, F.) Local governments required to establish replacement fund to maintain and replace capital projects that receive state funding.

HF3584 (Lee, F.) Debt capacity reporting by political subdivisions required in capital budget submissions.

HF3346 (Stephenson) Anoka County authorized to build jail and criminal justice center in location outside county seat, and county sheriff authorized to keep office in city outside county seat.

HF3352 (Huot) Civil penalty imposed on persons who disrupt or interfere with youth athletic activity, youth officiating account established, and grants provided.

HF3431 (Huot) Department of Administration governance technical changes made.

Tuesday, February 20, 2024 8:30 a.m.

Transportation Finance and Policy

Chair: Rep. Frank Hornstein

Vice Chair: Rep. Brad Tabke

Location: Basement Hearing Room

Agenda:

February 15, 2023 Hearing Minutes

HF3437 (Klevorn) Plymouth; Michael Gau Memorial Bridge on U.S. Highway 169 over Hennepin County State-Aid Highway 9 designated.

HF3071 (Tabke) Plain Language Driver's Manual and Written Examination Working Group created, report required, and money appropriated.

HF3467 (Koegel) Commissioner of transportation authorized to convey property for and promote the use of passenger rail services.

Tuesday, February 20, 2024 3:00 p.m.

Capital Investment

Chair: Senator Sandra L. Pappas

Location: (*Hybrid Hearing*) 1100 Minnesota Senate Bldg.

This is an informational hearing only. No committee action was

Agenda:

Department of Administration - Sustainable Building Guidelines 2023 Recommendations and Report

- [Sustainable-Building-Guidelines-Recommendations-Report-and-Cover-Letter.pdf \(PDF\)](#)
- [B3-Senate-CapConst-240220-CSBR.pdf \(PDF\)](#)

Infrastructure Resiliency Task Force - 2024 Report

- [Infrastructure-Resilience-Task-Force-Final-Report.pdf \(PDF\)](#)
- [InfrastructureTestimony.pdf \(PDF\)](#)

Minnesota Management and Budget - Federal Funds Implementation Unit Update

- [Fed-Funds-Overview_2023_Senate-Capital-Investment_02202024.pdf \(PDF\)](#)

Office of the State Auditor - Infrastructure Stress Transparency Tool

Wednesday, February 21, 2024 8:30 a.m.

Sustainable Infrastructure Policy

Chair: Rep. Erin Koegel

Location: State Office Building Room 10

Agenda:

HF4025 (Koegel) Minnesota Advisory Council on Infrastructure established, office powers and duties specified, implementation provided, reports required, and money appropriated.

Wednesday, February 21, 2024 1:00 p.m.

Capital Investment

Chair: Rep. Fue Lee

Location: Basement Hearing Room State Office Building

Agenda:

Federal IIA Transportation related funding, MNDOT:

- 1) Airports
- 2) EV, buses, and ferries
- 3) Passenger and freight rail
- 4) Public transportation;
- 5) Roads, bridges, and major projects
- 6) Safety

ADDED: Ports and Waterways

Wednesday, February 21, 2024 3:00 p.m.

Transportation

Chair: Senator D. Scott Dibble

Location: (*Hybrid Hearing*) 1100 Minnesota Senate Bldg.

Agenda:

SF3549 Johnson

- Issuance of special permits for hauling sugar beets on certain roads in East Grand Forks authorization
 - [SF3549 Slides \(PDF\)](#)
 - [SF3549 Resolutions \(PDF\)](#)
 - [scs3549a-1 \(PDF\)](#)
 - [SF3549 summary \(as amended by DE\) \(PDF\)](#)

SF3798 Westlin

- Micheal Gau Memorial Bridge designation
 - [SF3798 Jenny Gau \(PDF\)](#)
 - [SF3798 summary \(PDF\)](#)
 - [SF3798 Michael Gau Bridge Sign design \(PDF\)](#)

SF3881 Farnsworth

- Designating a portion of marked U.S. Highway 169 between Taconite and Virginia as "Senator David J. Tomassoni Memorial Cross Range Expressway"
 - [scs3881a-1 \(PDF\)](#)
 - [SF3881 summary \(PDF\)](#)

SF3766 Dahms

- Mayor Dave Smiglewski Memorial Bridge establishment
 - [SF 3766 Granite Falls \(PDF\)](#)
 - [SF 3766 Transpo Alliance \(PDF\)](#)
 - [SF 3766 SW Corridor \(PDF\)](#)
 - [SF 3766 summary \(PDF\)](#)

SF3944 Dibble

- Transportation policies modifications, technical corrections and appropriations
 - [SF3944 Fiscal Note \(PDF\)](#)
 - [scs3944a-2 \(PDF\)](#)
 - [SF3944 summary \(PDF\)](#)
 - [scs3944a-3 \(PDF\)](#)

Thursday, February 22, 2024 8:30 a.m.

Transportation Finance and Policy

Chair: Rep. Frank Hornstein

Location: Basement Hearing Room

Agenda:

(Informational hearing only):

- February 20, 2023 hearing minutes
- Presentations on potential future I-94 corridor projects from MnDOT, Our Streets, and Reconnect Rondo

Bill Introductions of Interest

Following is a sample of transportation bills introduced in the last week: Senators Johnson and Kupec introduced, SF3549, relating to transportation; authorizing the issuance of a special permit for hauling sugar beets on certain roads in East Grand Forks; requiring a report; proposing coding for new law in Minnesota Statutes, chapter 169.

- Senators Farnsworth, Eichorn, Hoffman, and Jasinki introduced, SF3961, 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.
- Senators McEwen and Dibble introduced, SF3993, relating to transportation; amending requirements related to active transportation, including regulation of electric-assisted bicycles and sales, requirements on complete streets, driver's education, and authority to issue certain citations; amending Minnesota Statutes 2022, sections 169.011.
- Senators McEwen and Dibble introduced, SF4098, relating to transportation; authorizing release of certain information on leased motor vehicles to licensed motor vehicle dealers; making technical changes; amending Minnesota Statutes 2023 Supplement, section 168.345, subdivision 2.
- Petersburg introduced, HF3898, relating to capital investment; appropriating money for the corridors of commerce program; authorizing the sale and issuance of state bonds.

THIS WEEK

The House and Senate will meet on Monday and Thursday. The House and Senate transportation committees will meet at their scheduled committee time slots Monday through Thursday. Monday, the county engineers will hold their weekly teleconference and the county lobbyists will meet. Friday, the MICA engineers will have their regular monthly meeting. Senator John Jasinski, (R-Faribault), the Republican lead on the Senate Transportation Committee, will be our special guest.

Below is the agenda for the currently posted committee hearing for the week:

Monday, February 26, 2024 3:00 p.m.

Transportation

Chair: Senator D. Scott Dibble

Location: (*Hybrid Hearing*) 1100 Minnesota Senate Bldg.

Agenda:

Informational hearing on agency bonding requests -Department of Public Safety: Minnesota State Patrol Headquarters - Metropolitan Council: H Line ABRT, Inflow and Infiltration, Regional Parks -Department of Transportation

- [DPS Bonding Requests \(PDF\)](#)

HEALTH AND HUMAN SERVICES

LAST WEEK

Priority Admissions Task Force Report: Earth County Human Services Director of Business Operations Angie Youngerberg testified in both the Senate and House Human Services Committees regarding the Task Force [Recommendations](#). She highlighted that the need to increase the capacity to provide beds needed for Direct Care and Treatment and also placements in the community is a top priority for counties.

The Task Force recommends several changes to the system, including:

- **Immediate capacity increase** for Direct Care and Treatment;
- **Increase access to services provided in the community;**
- **Relieve counties of some costs for individuals awaiting transfer to other DCT facilities;**
- Form Joint Incident collaboration to actively facilitate discharges for DCT patients;
- Approve an exception to the Priority Admissions law – prioritizing 10 patients who are in an acute hospital setting;
- Create and implement new Priority Admissions criteria to the Direct Care and Treatment facilities;
- Provide funding to administer mental health medications to individuals in custody;
- Expedite Minnesota's Section 1115 Waiver Application for Individuals in custody; and
- Increase Forensic Examiner accessibility.

Counties are working with Representatives Dan Wolgamott (DFL-St. Cloud) and Heather Edelson (DFL-Edina) on legislation addressing our priorities, including capacity and county cost shares.

Public Option: On Tuesday, the House Health Finance and Policy Committee heard a [report](#) ordered by the 2023 Legislature to examine the feasibility of expanding MinnesotaCare to allow individuals whose earnings are above current eligibility limits to otherwise qualify. According to a [joint letter](#) from Commerce Commissioner Grace Arnold and DHS Commissioner Jodi Harpstead, it is assumed that between 107,000 and 151,000 individuals would enroll in a public option. It is further assumed that those individuals do not presently have health insurance or have plans that they purchased through the public market.

Milliman Inc. presented two options, both of which would essentially be managed care models:

Model 1: MinnesotaCare Buy-In: Households with income too high to qualify for the state's program for the working poor could buy into it and get the cost-sharing and generous benefits that the program offers. The estimated annual cost ranges from \$943 million to \$1.3 billion.

Model 2: Qualified Health Plan (QHP) Approach: Would establish a plan sold on MNsure (Minnesota's Exchange) that would offer benefits comparable to MinnesotaCare to Minnesotans with incomes over 200% of the federal poverty level (\$29,160 for a household of one; \$60,000 for a household of four). The estimated cost would be in the range of \$1.2 billion to \$1.3 billion.

Federal dollars would be available to help fund this – somewhere in the range of 26% to 34%. The remainder would be picked up by the state and by premiums paid by consumers.

Assumptions:

- The analysis assumes a public option health plan will begin in 2027.
- It assumes enhanced federal premium subsidies available through ARPA and extended by the Inflation Reduction Act (IRA), which expires after 2025.
- It assumes the Medicaid redeterminations related to the expiration of the COVID-19 public health emergency will be completed prior to implementation of the public option.
- It assumes the existing 1332 waiver reinsurance program is approved through 2027; however, state funding will expire after 2025.

County-Administered Rural Medical Assistance Model: [HF3533](#) (Fischer; DFL-Maplewood) would require DHS to develop a county-administered rural medical assistance (CARMA) model as an alternative to county participation in the prepaid medical assistance program (PMAP). Under current practice, county boards have the option of delivering services through county-based purchasing plans, which are responsible for providing all services required by PMAP through their own provider networks, in return for receiving capitation payments from DHS. HF3533 would require DHS to report recommendations and an implementation plan for the CARMA model to the Legislature by January 15, 2025. Testimony was provided by Goodhue County Commissioner Brad Anderson and Matt Freeman, MACSSA, on behalf of all 87 counties. The bill passed the House Human Services Policy Committee and was referred to the House Health Committee.

Guardianship: [HF3483](#) (Feist; DFL-New Brighton) was heard in the House Judiciary and Civil Law Committee on Thursday. The bill creates a Guardianship Task Force. Amongst other things, counties are working with the author and proponents of the legislation about ensuring county membership on the Task Force – as counties pay for the services. The bill passed and was referred to Human Services Policy – where it will be heard on Wednesday.

Senate Human Services: On Wednesday, the Human Services Committee addressed issues addressing **Direct Care and Treatment:**

DHS updated the Committee regarding **Acute Care/Complex Care Transitions Update – highlighting the need to move people who are stuck in hospitals:**

- [Human 20240221 ACT-Update.pdf](#)
- [Human 20240221 ACTAC.pdf](#)

Transition to Department of Direct Care and Treatment: Senator John Hoffman (DFL-Champlin) is the author of [SF3936](#), which would transfer duties from DHS to new Department of Direct Care and Treatment; would establish general executive board duties, powers, rulemaking authority, and administrative service contracting. The bill passed out of the Senate Human Services Committee and was sent to the Senate floor.

Disability Waiver Technology: [SF3736](#) (Rasmusson, R-Jordan) would modify DHS’ responsibilities related to implementing technology for disability waiver services recipients and includes certain technology costs in compensation for direct care staff under the Disability Waiver Rate System (DWRS). The DWRS is Minnesota’s uniform, statewide methodology to determine reimbursement rates for home and community-based services provided under the four Medicaid (MA) disability waivers: the community alternative care (CAC) waiver, the community access for disability inclusion (CADII) waiver, the developmental disability (DD) waiver, and the brain injury (BI) waiver.

- [Human 20240221 SF3736-0.pdf](#)
- [Human 20240221 scs3736a-1.pdf](#)

During the hearing, a representative of Adult Rehabilitative Mental Health Services(ARMHS) testified that this “assistive” technology is not intended to replace employees but, rather, is a tool that could be utilized, where appropriate, to help address critical workforce shortage issues. There was also discussion as to where the funding would come from. The bill was laid over for continued consideration.

Child Care: Sponsored by Representative Carlie Kotyza-Witthuhn (DFL-Eden Prairie), [HF3681](#) would establish a Great Start Affordability Scholarship Program to help more families access high-quality early care and learning for kids from birth to kindergarten. Representative Kotyza-Witthuhn said that, despite the money invested by the Legislature last year for programs to help the lowest-income citizens, such as child care assistance, early learning scholarships, Head Start and school-based prekindergarten, there remains a huge gap in support for nearly 75% of Minnesota families who make too much money to qualify for these existing programs - but not enough to afford both child care and other necessities.

The new program would provide scholarships to families with children under age five who earn less than 150% of the state’s median income, which was \$188,468 in federal FY23 for a family of four. To be eligible, the children could not receive child care assistance or an early learning scholarship concurrently. An ongoing appropriation from the General Fund to pay for the program would begin in FY24.

Thursday’s meeting was a joint informational hearing between the House Children and Families Finance and Policy Committee and the House Economic Development Finance and Policy Committee. No action was taken.

Bills of Interest

- [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,

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which includes specific statute citation additions regarding **investigations of maltreatment** and **changes regarding health services specialists. Also child development language/targeted home visiting.**

- [HF3824](#) (Keeler; DFL-Moorhead) 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
- [HF3992](#) (Lislegard; DFL-Aurora)/SF3886 (Hauschild; DFL-Hermantown) \$120 million one-time aid for Emergency Medical Services (EMS)
- [HF4106](#) (Noor; DFL-Minneapolis)/SF3989 (Hoffman; DFL-Champlin) **Timelines for medical assistance eligibility determinations for hospital patients modified**, supplemental payments for disability waiver services provided, and additional permissible circumstances for the appointment of an emergency guardian provided.
- [HF4192](#) (Hollins; DFL-St. Paul)/SF4001 (Kunesh; DFL-New Brighton) Child welfare system fiscal analysis directed, report required, and money appropriated.
- [HF4210](#) (Reyer; DFL-Eagan) Hospital behavioral health crisis intervention team requirements established, behavioral health crisis intervention grant program for hospitals established, provisions preventing violence against health care workers modified, public disclosure of emergency department wait times required, and money appropriated.
- [HF4203](#) (Pryor; DFL-Minnetonka)/SF4268 (Kupec) Informed choice and expedited service authorization for technology systems demonstration partnership for people receiving home and community-based services authorized
- [HF4218](#) (Noor)/SF4045 (Hoffman; Professional competency and shift wage differential enhanced payment rates established for personal care assistant and community first services and supports professionals, use of enhanced rate revenue for workers modified, temporary personal care assistance rate increase established, and money appropriated.
- [HF3961](#) (Feist; DFL-New Brighton)/SF4018 (Mohamed; DFL-Minneapolis) Shelter and support grant appropriation
- [SF4022](#) (Mohamed) Constitutional amendment proposal to increase the sales tax rate by three-eighths of one percent and dedicating the receipts for housing purposes; Creating a homeownership fund, a rental opportunity fund and a household and community stability fund
- [SF4037](#) (Mitchell; DFL-Woodbury) A person who intentionally prevents or attempts to prevent a person mandated by section 260E.06, subdivision 1, to report is guilty of a misdemeanor.
- [SF4042](#) (Hoffman) would authorize MinnesotaCare access for direct support professionals
- [SF4043](#) (Hoffman) would expand reimbursement for overtime, overnight asleep services, and consecutive shifts for PCAs and community-first services and support workers direction DHS
- [SF4064](#) (Boldon; DFL-Rochester) would establish requirements for hospital behavioral health crisis intervention teams; establish a behavioral health crisis intervention grant program for hospitals; modify provisions preventing violence against health care workers; require public disclosure of emergency department wait times.
- [SF4076](#) (Morrison; DFL-Deephaven)/HF4049 (Smith; DFL-Rochester) would establish a social work services interstate compact.

THIS WEEK

This Week: Lawmakers will take a brief pause on Tuesday to attend [precinct caucuses](#), which are held by political parties around the state to discuss issues and organize in advance of November's General Election. No committee meetings will be held on Tuesday or before 2 pm on Wednesday. The February Budget Forecast is scheduled to be released on Wednesday.

Monday, February 26
3:00 p.m.
Senate Human Services

Chair John Hoffman

Agenda:

- [SF3973](#) ([Mann](#)) Sober home requirements modification
- [SF3733](#) ([Utke](#)) **Foster care licensing moratorium modification**
- [SF3734](#) ([Utke](#)) Home and community-based standards modification
- [SF3634](#) ([Abeler](#)) State-only funding permission of personal care assistance services provided by parents or spouses

Tuesday, February 27: Precinct Caucuses; No Legislative Activity

Wednesday, February 28

2:00 p.m.

House Human Services Policy

Chair Peter Fischer

Agenda:

- [HF3483](#) ([Feist](#)) **Guardian immunity amended, guardianship take force created, and report required. *[This bill will be heard pending referral]***
- [HF3907](#) ([Virnig](#)) Own home services provider capacity-building grants established, and money appropriated
- [HF3712](#) ([Hicks](#)) Implementation of new rates for family residential services and life sharing services delayed, Advisory Task Force on Family Residential Services established, reports required, and money appropriated.
- [HF3939](#) ([Curran](#)) **Foster care licensing moratorium modified**
- [HF3940](#) ([Curran](#)) **Disability waiver technology provisions modified**

Wednesday, February 28

3:45 p.m.

House Education Policy

Chair Laurie Pryor

Agenda:

- [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, which includes specific statute citation additions regarding **investigations of maltreatment** and **changes regarding health services specialists. Also child development language/targeted home visiting.**

Thursday, February 29

8:30 a.m.

House State and Local Government Finance and Policy

Chair Ginny Klevorn

Agenda:

- [HF3987](#) ([Fischer](#)) Transfer of duties from Department of Human Services to **Department of Direct Care and Treatment** implemented; general executive board duties, powers, rulemaking authority, and administrative service contracting established; and conforming changes made. (Pending re-referral)
- [HF3646](#) ([Pinto](#)) **Department of Children, Youth, and Families statutory infrastructure created**; and statutes moved and copied. (Pending re-referral)

LAST WEEK

ESST: HF3882 (Olson, Liz) was heard on Thursday in House Labor and Industry Committee. The bill streamlines various aspects of the ESST law and adds penalties for failure of employers to provide required leave or to keep records that allow state regulators to determine compliance. MICA and St. Louis County staff met with Rep. Liz Olson, the bill's chief author and Ways and Means Committee Chair, to share concerns about the definition of 'regular rate of pay' used in the bill, as well as other concerns. MICA also submitted this [letter](#) to the Committee and engaged with Department of Labor and stakeholders to assess possible alternative language for various parts of the bill. While those efforts are ongoing, Labor Commissioner Nicole Blissenbach testified to the Committee that DLI was reviewing the bill language to ensure it reads as intended. She added that the intent is that ESST "regular/base" hourly rate of pay does not include bonuses, holiday pay, overtime or similar pay. Cities and towns also raised concern related to application of ESST to paid-on-call fire fighters and emergency medical providers ([letter](#)).

Special Election for County Offices: Under current law, if a vacancy occurs in the office of County Attorney or County Sheriff, a County Board must make an appointment. There is no option for a special election. Legislation to create an option to call a special election advanced in both bodies this past week. On Tuesday, MICA and Dakota County Commissioner Laurie Halverson testified in support of [SF3555-1E](#), authored by Senator Jim Carlson (DFL-Dakota County). The Senate Elections Finance and Policy Committee, chaired by Carlson, amended the bill to reflect various changes worked out by MICA and stakeholders. The bill was re-referred to Senate State and Local Government and Veterans. In the House, the companion bill is authored by Rep. John Huot (DFL-Dakota County). Commissioner Halverson also testified for [HF3632](#), which was amended to also require any special elections to occur on statutorily prescribed dates under [Minn. Stats 205.10, subdivision 3a](#), but doing so with different language than adopted by the Senate. HF3632 was recommended to pass and sent to the House floor.

PELRA – [SF3428](#) (McEwen) was presented as legislation making technical changes and making statutes more readable. The bill was passed by Senate Labor and re-referred to Senate State and Local Government and Veterans. The companion, [HF3415](#) (Jordan) is in House Labor and Industry Committee – heard on Tuesday, 2/20. The bill was presented as purely technical to help improve readability of the statutes that are often used by persons who are not necessarily attorneys. The bill was laid over for possible inclusion in an omnibus bill. Rep. Jordan noted that every public sector union she has talked to has no concerns with the bill (AFSCME, MAPE, Education MN, AFLCIO, SEIU).

Social Workers: [SF3491](#) (Mohamed)/HF3736 (Hanson) is proposed legislation on concern to many counties. Counties use the Social Worker job titles and may accept candidates with psychology or related human service, bachelor degrees (and are not licensed social workers). The proposed legislation would prevent employees from being considered social workers unless they have certain degrees and be licensed as a social worker.

Both House and Senate Elections Committees have also continued to hear a variety of bills making adjustments to state elections laws and election administration.

Bill Introductions of Interest

- [HF4120](#), (Koegel, Bahner and Hanson, J.) is a bill modifying the Open Meeting Law to require local governments offering a public comment period to include that public comment period within the formal portion of a posted public meeting.
- [HF4136](#), (Coulter) is a requiring any public body holding non-public meetings under attorney-client privilege to record those meetings, and also increases penalties for noncompliance with the open meeting law.
- [HF3974](#), (Elkins and others) is a bill establishing procedures for review of building applications by government entities.

- [HF4028](#), (Jordan and others) is a bill requiring environmental and public health considerations in comprehensive development guides overseen by Metropolitan Council.
- [HF4081](#), (Stephenson) is a bill making changes to the PERA local government correctional service retirement plan by increasing the multiplier used to calculate the annuity amount, and increasing employee and employer contribution rates.
- [HF4122](#), (Acomb) is a bill allowing licensed marriage and family therapists to recertify a continuing disability with respect to mental impairment.
- [HF4132](#), (Virnig) is a bill requiring certain municipalities to use a .gov domain related to elections..
- [HF4172](#), (Huot and Witte) is a bill authorizing counties to establish subordinate service districts.
- [HF4182](#), (Friebert, Stephenson and others) is a bill establishing the Equal Access to Broadband Act; modifying provisions governing broadband services and broadband infrastructure.

THIS WEEK

The Legislative Commission on Pensions and Retirement (LCPR), chaired by Rep. Kaohly Her (DFL-St. Paul) will focus this week on fire fighter relief associations, including association actuarial assumptions, legislation implementing recommendations of State Auditor's 2024 Volunteer Fire Relief Association Working Group bill ([Staff Summary](#), [State Auditor Presentation](#)), and to receive an update on the Statewide Volunteer Firefighter Plan (SVF) Incentive Program, a program designed to encourage volunteer plans to join PERA P&F. The Commission will also hear a bill authored by HF xxxx (Berg); SF xxxx (Nelson), revising eligibility for firefighters in the Public Employees Police and Fire Retirement Plan (PERA P&F); Revising eligibility for firefighters (*see bill draft* [LCPR24-008](#), [Staff Summary](#)).

Neither the House or Senate State and Local Government Committees are scheduled to or have posted meetings for this week.

CORRECTIONS & PUBLIC SAFETY

LAST WEEK

Bill Introductions of Interest

- [HF3966](#), (Wolgamott and others) is a bill establishing public safety telecommunicator training and continuing education requirements; establishing Public Safety Telecommunicator Training and Standards Board; and authorizing rulemaking, requiring a report, and appropriating money.
- [HF4048](#), (Tabke) is a bill modifying data sharing with prosecutor for petition for sentence adjustment; modifying correctional officer use of deadly force; clarifying use of electronic filing of detainer; authorizing Department of Corrections to disclose to victim the city and zip code of offender's residency or relocation after release from incarceration; discontinuing report to the legislature of disqualifying medical conditions related to challenge incarceration program; modifying membership of health care peer review committee; clarifying use of jail inspection data; providing medical director designee when medical director unavailable; providing for private victim input to Supervised Release Board; modifying date of probation report; providing a local advisory board for input into development of comprehensive community supervision and probation services plans submitted for state funding.
- [HF4156](#), (Feist) is a bill for an act relating to public safety; requiring law enforcement officers to collect and report certain data; requiring the commissioner of public safety to publish a report and hold meetings on the data collected; prohibiting law enforcement agencies that fail to report data from receiving certain grants; requiring the Board of Peace Officer Standards and Training to analyze agency reports and develop statewide reports aimed at eliminating racial disparities in stops; proposing coding for new law in Minnesota Statutes, chapter 626.

LAST WEEK

Last week, the House Environment and Natural Resources Finance and Policy committee and the Senate Environment, Climate, and Legacy committee both heard [HF3577](#), authored by Rep. Sydney Jordan (DFL-Minneapolis), and [SF3561](#), authored by Sen. Kelly Morrison (DFL-Deephaven), called the Packaging Waste and Cost Reduction Act. Both committees adopted [a delete-everything amendment](#) that incorporated additional feedback from advocates, businesses, manufacturers and the Minnesota Pollution Control Agency (MPCA). SF3561 had an additional amendment added to include a more detailed definition of producers who would be required to participate in this program.

There was significant written and in-person testimony on both bills, with a relatively even mix of support and opposition. There was strong county representation among testifiers. Coordinator of the Tri-County Solid Waste Management Commission (which includes Benton, Stearns and Sherburne counties) Gabbie Batzko and Ramsey County Commissioner and Co-Chair of the Partnership on Waste and Energy Victoria Reinhardt each provided supportive comments. There has also been much media coverage of the legislation in the past several days, including:

- [Star Tribune](#)
- [Channel 5 News](#)
- [Sahan Journal](#)
- [Minnesota House Session Daily](#)

Both bills advanced to their chambers' respective commerce committees and will have several more stops. A fiscal note on the bill is still forthcoming. There will likely be several exemptions for specific products called out as the bill makes its way through the Legislature—for example, Sen. Hauschild (DFL-Hermantown), a key vote in the Senate, stated that he would have trouble supporting the bill if it did not have an exemption for paper products.

The House Environment committee also heard [HF3200](#) (Jordan), which establishes a beverage container recycling refund program known as a "bottle bill". The committee adopted [a delete-everything amendment](#) which included many technical changes, including a slower ramp-up of rates to ease retailers and consumers into the program. This change would make it optional for retailers to operate a collection site and remove cartons and pouches from eligibility.

There was extensive in-person and written testimony for this bill. Most of the written testimony was in support, although many organizations had suggestions for further changes. Three groups wrote in opposition (including a long list of labor unions and beverage companies) and one group offered more technical guidance. Most in-person testifiers opposed the bill, with many retailers, hospitality groups and beverage companies expressing concerns. Member questions included how much it would cost to operate this program, how it would work in greater Minnesota, and how it could hurt current materials recovery facilities (MRFs). The bill was laid over for inclusion in a potential omnibus bill.

Other relevant bills heard last week include [HF3368](#) (Hansen) and [SF3393](#) (Hawj). This legislation would protect money in the closed landfill investment fund (CLIF) or the metropolitan landfill contingency action trust (MLCAT) account from being spent for other purposes without an additional review period. The bills were heard in the House and Senate Environment committees, and Matt Massman, MICA Executive Director, testified in support of SF3393. The bills were both passed in their respective committees and will be up for a vote on the House and Senate floors.

Bill Introductions of Interest

The table below contains bills introduced last week that contains language of interest to counties:

Bill	Sponsors	Title	Last Action
MN 2023-2024 HF3911	Hansen Lillie Lee	Grant terms modified for a previous appropriation for a grant to Minnesota Aquatic Invasive Species Research Center. Companion bills: SF3887	House • Feb 19, 2024: Introduction and first reading, referred to Environment and Natural Resources Finance and Policy
MN 2023-2024 HF3915	Petersburg	Local road wetland replacement program, bonds issued, and money appropriated.	House • Feb 19, 2024: Introduction and first reading, referred to Capital Investment
MN 2023-2024 HF4000	Pelowski	Winona; wastewater treatment facility improvements funding provided, bonds issued, and money appropriated.	House • Feb 19, 2024: Introduction and first reading, referred to Capital Investment
MN 2023-2024 HF4044	Jacob Pursell Anderson	Property tax credit established for acres certified under Minnesota agricultural water quality certification program, and money appropriated. Companion bills: SF4241 Bill up for public hearing • House Agriculture Finance and Policy Feb 29, 2024 01:00pm Basement Hearing Room	House • Feb 29, 2024: Committee - Agriculture Finance and Policy
MN 2023-2024 HF4069	Smith Liebling Hicks	Olmsted County materials recovery facility improvements funding provided, bonds issued, and money appropriated. Companion bills: SF3424	House • Feb 22, 2024: Introduction and first reading, referred to Capital Investment
MN 2023-2024 HF4070	Smith Liebling Hicks	Olmsted County materials recovery facility refundable construction sales and use tax exemption provided. Companion bills: SF3422	House • Feb 22, 2024: Introduction and first reading, referred to Taxes
MN 2023-2024 HF4135	Hansen	Agricultural fertilizer research fee and program extended by one year, drinking-water fee established for nitrogen fertilizer and private well drinking-water assistance program, testing of biosolids for PFAS required, and money appropriated. Companion bills: SF4311 Bill up for public hearing • House Agriculture Finance and Policy Feb 29, 2024, 1 p.m. Basement Hearing Room	House • Feb 29, 2024: Committee - Agriculture Finance and Policy
MN 2023-2024 HF4189	Kraft Acomb	Consumption-based greenhouse gas emissions estimates required, and report required. Companion bills: SF4167	House • Feb 22, 2024: Introduction and first reading, referred to Climate and Energy Finance and Policy
MN 2023-2024 SF3823	Hauschild McEwen Farnsworth	St. Louis County Canyon Integrated Solid Waste Management Campus bond issuance and appropriation Companion bills: HF3774	Senate • Feb 19, 2024: Referred to Capital Investment

Bill	Sponsors	Title	Last Action
MN 2023-2024 SF3887	Hawj	Minnesota Aquatic Invasive Species Research Center previous appropriation for a grant terms modification Companion bills: HF3911	Senate • Feb 19, 2024: Referred to Environment, Climate, and Legacy
MN 2023-2024 SF3940	Kupec Hauschild Abeler	Recycled electronic waste collection program establishment, creating an account, and appropriating money Companion bills: HF3566	Senate • Feb 22, 2024: Author added Gustafson
MN 2023-2024 SF3957	Putnam Gustafson Kupec	Keep it Clean Program establishment and appropriation Companion bills: HF3662	Senate • Feb 19, 2024: Referred to Environment, Climate, and Legacy
MN 2023-2024 SF4049	Boldon	Olmsted County waste-to-energy facility improvements bond issue and appropriation Companion bills: HF3673	Senate • Feb 22, 2024: Referred to Capital Investment
MN 2023-2024 SF4050	Boldon	Olmsted County community reuse and recycle center bond issue and appropriation Companion bills: HF3674	Senate • Feb 22, 2024: Referred to Capital Investment
MN 2023-2024 SF4073	McEwen Mitchell	Municipal effluent testing for PFAS appropriation Companion bills: HF4060	Senate • Feb 26, 2024: Author added Mitchell
MN 2023-2024 SF4087	Howe	Payment requirement to former owner of any remaining balance after sale of tax-forfeited property and payment of cancelled taxes	Senate • Feb 22, 2024: Referred to Environment, Climate, and Legacy
MN 2023-2024 SF4105	Kunesh	Construction of schools near former landfills prohibition provision Bill up for public hearing • Senate Education Policy Feb 26, 2024, 12:30 p.m. Minnesota Senate Bldg., Room 1200	Senate • Feb 26, 2024: (Committee on Education Policy)
MN 2023-2024 SF4108	Hauschild Kupec Gustafson	Minnesota Advisory Council on Infrastructure establishment and appropriation Companion bills: HF4025	Senate • Feb 22, 2024: Referred to Labor
MN 2023-2024 SF4113	Mitchell	Local Government Oversight Task Force establishment	Senate • Feb 22, 2024: Referred to State and Local Government and Veterans
MN 2023-2024 SF4116	McEwen	Minnesota Resilient Community Act	Senate • Feb 22, 2024: Referred to Environment, Climate, and Legacy

A full list of relevant environment bills, including those for MICA member counties, [can be found here](#). If the bill has had a hearing, our team notes testimony and member discussion during the hearing.

THIS WEEK

The Senate Environment, Climate and Legacy and Agriculture, Broadband and Rural Development committees will hold a joint hearing Monday morning. The committees will host the MPCA and the state Department of Agriculture and Department of Health for a presentation on nitrates in Minnesota’s karst region.

The House Commerce committee will hear the Packaging Waste and Cost Reduction Act on Wednesday at 1 p.m., with testimony provided by Dakota County Commissioner Laurie Halverson. MICA contract lobbyists and advocates will spend much of the week visiting with both House and Senate Commerce committee members and working with bill advocates to target other key legislators.

The House Commerce committee will also hear [HF3326](#) (Hemmingsen-Jaeger), which is the clean lighting bill that passed out of the House Environment committee last week.

The House Capital Investment and Environment committees are scheduled to hold a rare joint hearing for a “PFAS and infrastructure overview” on Wednesday at 2:00 p.m.

Later that day, the House Environment committee is scheduled to hear several bills of interest to MICA counties, including:

- [HF3474](#) (Reyer), which would provide Reinvest in Minnesota (RIM) funding specifically for the assessment and rehabilitation of state wetland easements.
- [HF3579](#) (Lee), which would change requirements for measuring and reporting air emissions for larger emitters.
- [HF671](#) (Lee), which would require administrative penalties issued by MPCA to counties for repeat or serious environmental violations to be unforgivable.

COMBINED HEARING SCHEDULES

This Week’s Combined House and Senate Hearing Schedule

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Remember: These kinds of course changes have become a hallmark of Johnson's speakership. Plans shift drastically without much notice. Lawmakers are often settling into one strategy when the entire scheme changes. It's neck snapping.

Even if Democrats do go along with this plan, GOP conservatives may see this as a ploy to buy more time on bills that they will end up rejecting anyway. The House Freedom Caucus and its Senate Republican counterparts may renounce this plan and vote against it. But it could pass anyway with Democratic votes and a pocket of Republican votes.

None of this changes the overall dynamic that House Republicans aren't likely to notch any real policy wins in these funding bills. That's going to drive the hardline conservatives nuts. Will that end Johnson's speakership? Stay tuned.