COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

REGULAR MEETING – Wednesday, March 20, 2024
County Board Room, Room 172
*******AMENDED*******

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

Road & Bridge Committee of the Whole:
Discussion

1.) County Engineer's Report TAB 1

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

2.) Right of Way Acquisition Services Contract – TH 8 Reconstruction Project – WSB TAB 2
3.) Right of Way Acquisition Services Contract – TH 8 Reconstruction Project – SRF TAB 3
4.) Rush City Shop Tank Removal – AET, Inc. TAB 4

Board of Commissioners' Business Meeting

Consent Agenda:

1.) R&B Committee Recommendation – County Engineer's Report TAB 1
2.) R&B Committee Recommendation – Right of Way Acquisition Services Contract – WSB TAB 2
3.) R&B Committee Recommendation – Right of Way Acquisition Services Contract – SRF TAB 3
4.) R&B Committee Recommendation – Rush City Shop Tank Removal – AET, Inc. TAB 4
5.) Minutes from the March 6, 2024 County Board Meeting TAB 5
6.) Payment of County's Warrants and Miscellaneous Bills TAB 6
7.) Applications for Abatements (reduction) of Property Taxes TAB 7

Environmental Services/Zoning Report – Kurt Schneider, Director

8.) Director's Report TAB 8
9.) Megan Stegmeir & Sierra Stukenholtz Preliminary Plat of Stegmeir Oaks Phase 2 TAB 9
10.) General Eng. and Admin. Services Agmt. with Emmons & Olivier Resources, Inc. (EOR) TAB10
11.) Lake Associations 2024 - 2025 AIS Treatment and Education Grants Water Resources TAB 11
12.) Letter of Support - LCCMR, Environment and Nat. Resources Trust Fund (ENRTF) App. TAB 12
13.) HHW – Greater MN Waste Reduction, Reuse, Recycling and Composting Grant Agmt TAB 13
14.) Feasibility Study for Weir Repair (LID) TAB 14

Other Business of the County Board

15.) March 13th Budget and Finance Committee Report TAB 15
16.) Out of State Travel Request – Monthly Client Visit to Connecticut TAB 16
17.) Renewal of JPA for MN Internet Crimes Against Children (ICAC) Task Force TAB 17
18.) SHIP 224 Grant Agreement – Chisago County Sheriff's Office TAB 18

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

19.) 'Use of Cannabis and Cannabis Derived Products in Public' Ordinance 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."

AMENDED Items:

20.)	Equipment Expenditure Request – Tandem Plow Truck Equipment	TAB 20
21.)	Application for Exempt Gambling Permit – Almelund Threshing Show	TAB 21

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Closed Session

Pursuant to Minn. Stats., sec. 13D.05, Subd. 2, the County Board will convene in closed session for preliminary consideration of allegations or charges against an individual subject to its authority. If the members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting.

Adjourn Meeting of the Board of Commissioners

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

NOTICE OF INTERACTIVE PARTICIPATION

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday March 20th at 6:30 p.m. and all other Committees until March 27th 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 Via Roma Resort, 2408 Gulf Drive N., Bradenton Beach, FL 34217, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

Chase Burnham
County Administrator

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 20, 2024
County Board Room, Room 172

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

Road & Bridge Committee of the Whole:
Discussion

1.) County Engineer's Report TAB 1

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

2.) Right of Way Acquisition Services Contract – TH 8 Reconstruction Project – WSB TAB 2
3.) Right of Way Acquisition Services Contract – TH 8 Reconstruction Project – SRF TAB 3
4.) Rush City Shop Tank Removal – AET, Inc. TAB 4

Board of Commissioners' Business Meeting

Consent Agenda:

1.) R&B Committee Recommendation – County Engineer's Report TAB 1
2.) R&B Committee Recommendation – Right of Way Acquisition Services Contract – WSB TAB 2
3.) R&B Committee Recommendation – Right of Way Acquisition Services Contract – SRF TAB 3
4.) R&B Committee Recommendation – Rush City Shop Tank Removal – AET, Inc. TAB 4
5.) Minutes from the March 6, 2024 County Board Meeting TAB 5
6.) Payment of County's Warrants and Miscellaneous Bills TAB 6
7.) Applications for Abatements (reduction) of Property Taxes TAB 7

Environmental Services/Zoning Report – Kurt Schneider, Director

8.) Director's Report TAB 8
9.) Megan Stegmeir & Sierra Stukenholtz Preliminary Plat of Stegmeir Oaks Phase 2 TAB 9
10.) General Eng. and Admin. Services Agmt. with Emmons & Olivier Resources, Inc. (EOR) TAB10
11.) Lake Associations 2024 - 2025 AIS Treatment and Education Grants Water Resources TAB 11
12.) Letter of Support - LCCMR, Environment and Nat. Resources Trust Fund (ENRTF) App. TAB 12
13.) HHW – Greater MN Waste Reduction, Reuse, Recycling and Composting Grant Agmt TAB 13
14.) Feasibility Study for Weir Repair (LID) TAB 14

Other Business of the County Board

15.) March 13th Budget and Finance Committee Report TAB 15
16.) Out of State Travel Request – Monthly Client Visit to Connecticut TAB 16
17.) Renewal of JPA for MN Internet Crimes Against Children (ICAC) Task Force TAB 17
18.) SHIP 224 Grant Agreement – Chisago County Sheriff's Office TAB 18

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

19.) 'Use of Cannabis and Cannabis Derived Products in Public' Ordinance 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 CORR.
- Administrator Updates
- Commissioner Committee Reports

Closed Session

Pursuant to Minn. Stats., sec. 13D.05, Subd. 2, the County Board will convene in closed session for preliminary consideration of allegations or charges against an individual subject to its authority. If the members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting.

Adjourn Meeting of the Board of Commissioners

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

NOTICE OF INTERACTIVE PARTICIPATION

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday March 20th at 6:30 p.m. and all other Committees until March 27th 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 Via Roma Resort, 2408 Gulf Drive N., Bradenton Beach, FL 34217, 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
DEPARTMENT OF PUBLIC WORKS

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: **Chisago County Board of Commissioners**

FROM: Joe Triplett, P.E.

DATE: **March 13, 2024**

RE: Public Works Director's Report

CSAH 10: Project was awarded at the March 6th meeting, and we are working with the contractor on their proposed schedule and start date. We anticipate being able to start earlier this year given the winter.

We have scheduled an open house on April 24th at the Fish Lake Town Hall. We will be able to answer questions about this year's construction project and engage the public on the next phase preliminary layout to help us move the design forward.

CSAH 30: The project open house held on March 6th went very well. The project is well received, and residents are eager to see it completed.

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

Transportation Improvement Plan
With Mndot announcing Local Road Improvement Program (LRIP) awards next Friday, we are holding off on pulling options together for the next 5-year TIP. Once we know if we were awarded funding from this program, we'll pull those options together for the Board.

TH 8 Project Update
Attended Council Workshop with City of Wyoming to go over TH 8 project options.

We have scored the proposals for right of way acquisition services and have two contracts for Board consideration at tonight's meeting. Acquisition and negotiation with WSB & Associates and title work, platting and staking with SRF Consultants.

I have received approval from MMB (Minnesota Management & Budget) on demonstration of full funding for the project. This is a big step and am now working with Mndot and MMB to have funding released.

I am going to be seek additional federal funding from Congressman Stauber for the project to address potential expenses in the form of mitigation measures and project delay/inflation.

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **2**
Title of Item for Consideration: Right of Way Acquisition Services Contract– TH 8 Reconstruction Project – WSB	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires assistance to acquire the easements and right of way needed to deliver the TH 8 Reconstruction Project. Public Works has enlisted WSB, who has extensive experience in these sorts of projects and our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement for the Right of Way Acquisition Services – TH 8 Reconstruction Project – WSB. The following motion is suggested:

"Move to approve the agreement for the Right of Way Acquisition Services – TH 8 Reconstruction Project – WSB at tonight's meeting."

Implications of Action: An affirmative vote to authorize and approve the services agreement and execution of the services agreement will bind the County to the obligations required of the County as set forth in the services agreement. Approval will allow the County to acquire easements and right of way for project delivery.

Budget/Financial Implications: Funding will come from State project funding sources.

Legal/Policy Implications: The County Board of Commissioners has the lawful discretion to authorize and approve the proposed service agreement. The County Attorney's Office has approved the form of the services agreement that is before the Board.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

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

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

WHEREAS, County is in need professional real estate services for the right-of way acquisition of properties for the reconstruction of TH 8; and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This Contract shall be effective on March 21, 2024 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until January 1, 2027, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES**. The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in CONTRACTOR's Proposal for Real Estate Services for Trunk Highway 8, dated February 8, 2024, attached hereto and incorporated herein as **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract shall prevail.

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

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

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed One Million, Three Hundred Forty-Nine Thousand Four Hundred and Forty-four (**$1,349,444.00**) pursuant to **Attachment A**. The parties understand that said sum will be allocated to CONTRACTOR and its subconsultant respectively as detailed in **Attachment A.**

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

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

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

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

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

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

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

V. **CANCELLATION AND TERMINATION**.

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

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

VI. **ASSIGNMENT, SUBCONSULTING AND ASSUMPTION**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. In the event of assignment, CONTRACTOR shall remain responsible for the

performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee. Further, CONTRACTOR shall not subcontract or sub-consult any rights or obligations under this contract without the prior written approval of the County, which will not be unreasonably withheld. CONTRACTOR shall remain responsible for any obligations required of CONTRACTOR notwithstanding any subcontracting or subconsultant contract.

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

VIII. **INSURANCE**.

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

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

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

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

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

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures found on page 7)

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

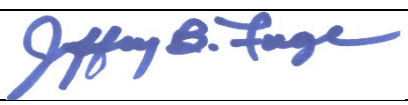
AUTHORIZED AND APPROVED:

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

CERTIFIED:

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

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 12, 2024

A PROPOSAL FOR

Real Estate Services for Trunk Highway 8

FOR CHISAGO COUNTY

February 8, 2024

Mr. Joe Triplett
Chisago County Engineer/Director
Public Works

VIA EMAIL: joe.triplett@chisagocountymn.gov

Dear Mr. Triplett:

WSB LLC (WSB) is pleased to submit the following proposal for real estate services along the proposed Trunk Highway (TH) 8 project corridor. Our project team has the capability to provide Chisago County with the services in a professional, timely, and cost-effective manner. We believe that our team's experience working on similar projects with Chisago County and numerous other clients successfully makes our team exceptionally qualified to assist on this project.

Real Estate Project Manager, Lisa Beckman, SR/WA, RW-NAC, is well-versed in leading projects of this nature and size and Faye Gillespie will serve as the database and relocation lead. We have 18 other experienced team members to call upon to support different tasks to be completed. Our team has intimate knowledge of Chisago County's processes and procedures.

We have compiled a team of experienced appraisal firms to ensure we can meet all required valuation delivery requirements. Lisa will work closely with the appraisal firms to distribute assignments that best meets the needs of the appraiser, the project, and the schedule. She will have the ability to move assignments within the appraisal teams, if necessary.

In addition to our highly qualified and experienced team, we believe the emphasis WSB places on the following challenges makes us ideally suited to provide real estate services for this project:

Innovative Approach to Problem Solving: Our team consistently strives for innovative solutions to project development. We will work with Chisago County to "think outside the box" in pursuing and developing new ideas and creative solutions that will benefit this project.

Honesty and Integrity: WSB is dedicated to forming solid partnerships with our clients. We look forward to solidifying and continuing this commitment with Chisago County. Our relationship is built on trust, commitment, dedication, honesty, and integrity. Our project team will listen to and discern the needs and concerns of Chisago County to provide clear and concise responses. We are committed to providing Chisago County and property owners with honest answers to challenging questions. We strive to provide our clients with long-term value.

Quality Assurance / Quality Control (QA/QC): All team members will be a part of the development and implementation of our QA/QC plan. Our basic plan is included in this response, however, together our team will prepare a project-specific plan to increase the quality of product delivery to Chisago County, the property owner, and all stakeholders to reduce the risk of errors and omissions.

GIS Mapping System: WSB has just started utilizing a ROW software program that encompasses a GIS mapping system and database tracking tool. The program allows our ROW group to streamline the preparation and uploading of the documents to a web-based system. The GIS mapping allows project stakeholders to view a specific parcel impacted by the project or an aerial of the entire project.

701 XENIA AVENUE S | SUITE 100 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

Our key to success can be tied to a few simple principles: a clear understanding of project goals, honest and open communication between all parties, an experienced and well-rounded project team, and our proactive approach to identifying issues and process management.

WSB welcomes this opportunity to grow our relationship with Chisago County and look forward to your favorable consideration of our team for real estate services. We have the personnel and capability to begin work immediately on this project and welcome the opportunity to be a part of the Chisago County team to make this project a success.

Sincerely,
WSB LLC



Travis Wieber, PE
VP of Transportation



Lisa Beckman, SR/WA, RW-NAC
Sr. Right of Way Specialist

701 XENIA AVENUE S | SUITE 100 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

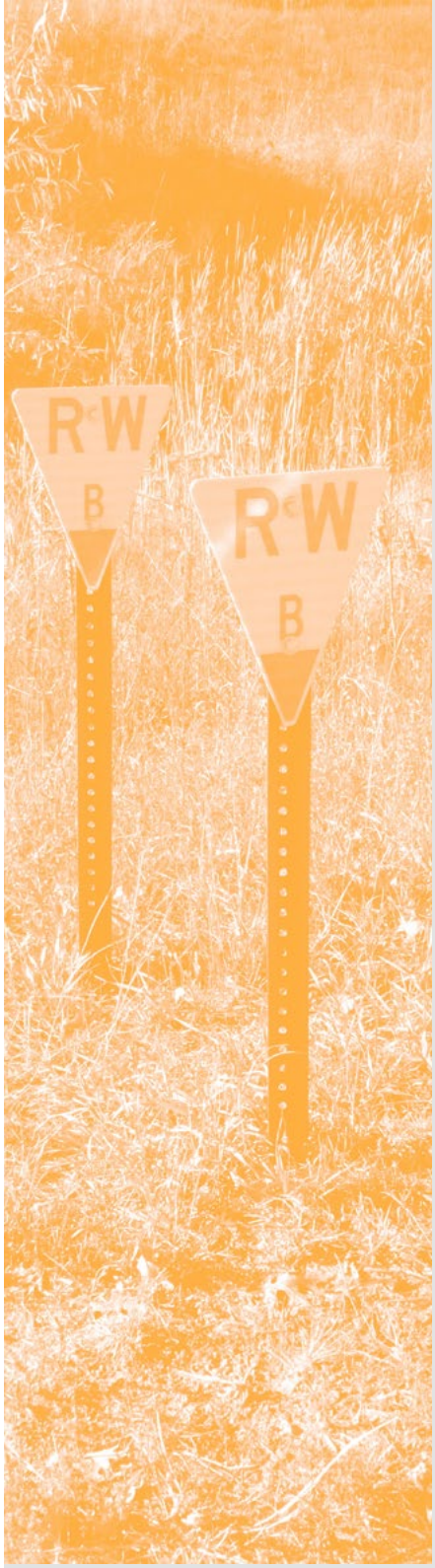


TABLE OF CONTENTS

Work Plan & Approach.....1

Team Members, Classifications & Roles.....14

Voluntary Alternate Strategies / Innovative Ideas.....21

Cost Estimate..... 22

701 XENIA AVENUE S | SUITE 100 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

Work Plan & Approach

Project Management

Timely and effective communication between all parties is crucial to a successful project and, due to the size and scope of this project, retention of key personnel and information sharing is critical.

We believe it is imperative that each party has a clear understanding of timelines, design features, and construction schedules. This information is critical to our proactive decision-making and presentation of accurate project information to area residents and landowners. Quality work, efficiency, honesty, and integrity are the cornerstones of the operation of our team. Our in-house training, weekly team meetings, and technological support have created an environment of streamlined processes, increased efficiency, and quality.

To have a successful project from beginning to end, it is of the utmost importance that Chisago County, the consultant ROW team, design engineers, and survey teams start communications as soon as possible. There are many issues that have been discussed and vetted during preliminary design stage that will be valuable to the ROW team.

We propose and have budgeted for a four-hour project kickoff meeting, to review the alignment and discuss background information and other issues that may have been identified prior to real estate work beginning. We believe it is beneficial to the project for the team to meet and hear directly from the project representative(s) about project expectations, philosophy, background, key messaging, and other pertinent information.

We have planned a 60-minute bi-weekly teleconference meeting between our team and Chisago County and other stakeholders as needed. During negotiations this 60-minute meeting will become weekly. We will schedule and prepare an agenda for each meeting and discuss any design request changes, specific landowner issues, status updates, construction input on specific parcels, legal questions, and any pertinent project issues that need to be addressed or require real estate support.



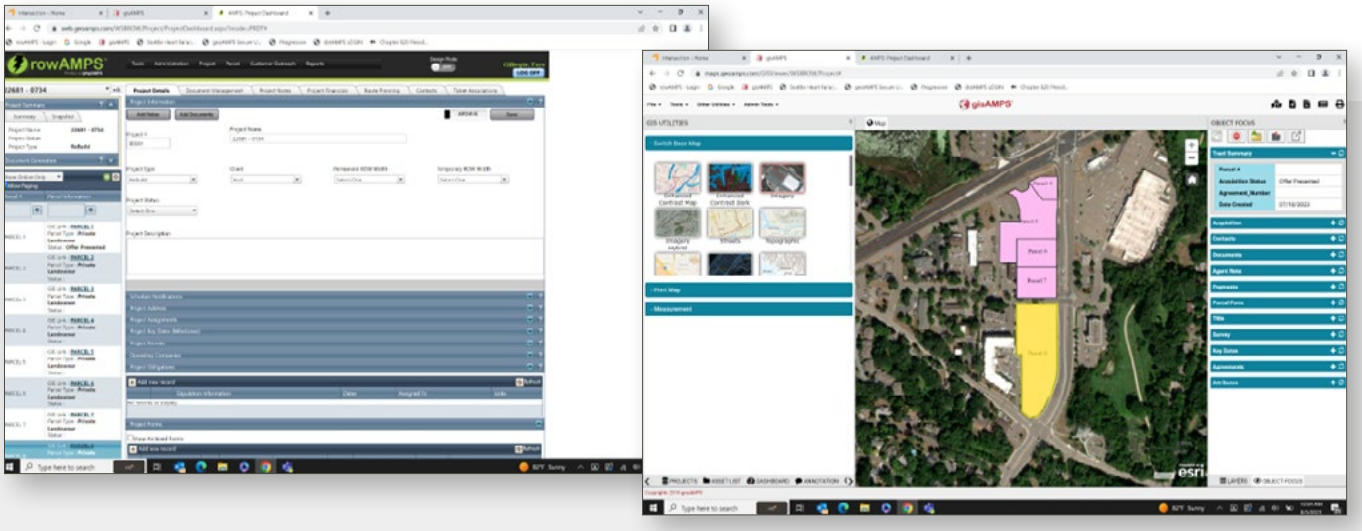




Title

Upon receiving the landowner list, titles, and maps to identify the landowners, we will first verify that the ownership has not changed since the report dates. If ownership has changed, we will have the title updated; we have assumed approximately 5%, or 12 properties, have changed ownership.

We will upload the titles to the database for others to utilize as needed. Once the title is reviewed the database will then be populated with the ownership information. If there are any items of concern on title, we will vet them internally and advise if we see title issues that may need resolution prior to acquisition. We will also start a mortgage consent tracker to identify the Loan-to-Value ratio to determine if a consent will be required. We have assumed 10%, or 24 mortgage, consents will be needed.



GIS Database

WSB utilizes a ROW software program that encompasses a GIS mapping system and database tracking tool. The program allows our ROW team to streamline the preparation and uploading of the documents to a web-based system. In addition to streamlining the acquisition process for our agents, the ROW application is utilized to prepare documents, and reports, as well as track schedules and dates. This web-based program would be accessible to Chisago County allowing real-time status updates on the project.

The GIS mapping allows project stakeholders to view a specific parcel impacted by the project or an aerial of the entire project. Chisago County, at any time, will be able to review parcel information including parcel sketches, appraisals, title work, appraisal reports, parcel contact information, negotiation status, and the right of way agent's parcel notes. This application will enhance the communication between Chisago County and WSB on this project.

WSB would also grant SRF access to upload parcels sketches and plats. We will also need to request project mapping from SRF to upload into this system.



Field Title & Right of Entry Permits

Early notification letters will be sent to all landowners. The letters will contain contact information for the agent assigned to their parcel. This will allow them to reach out to that agent with questions. This letter will also advise them of the upcoming field meeting with that agent. As we all know, the agents will need to conduct research for contact information and attempts will be made to establish contact with unresponsive landowners.

All issues or concerns of the landowners will be relayed back to the County and tracked to ensure prompt resolution. There are many times that small changes to the area or excepting out improvements could alleviate some of these issues assuming the design team can support and make timely adjustments. Our team will provide timely responses back to the landowners reinforcing our credibility.

If the County is requiring any Right of Entry Permits, they will be discussed with the individual landowners as needed during the field visit.

We will assign parcels in a manner that provides efficiency to the project. In most cases, the agents will concentrate on one area of the project and/or property types, which may alleviate neighbors hearing or assuming to hear different stories from different agents. While we know the sharing of stories cannot be eliminated, this approach does help. The agent conducting the initial field meeting will also be working with the landowners through the negotiations process. All contact with landowners will be logged in the database.



Valuations

We have compiled a team of experienced appraisers that WSB has worked with over the years. Lisa Beckman will manage the appraisal teams, coordinate priorities, manage timelines, and appraisal delivery expectations. Each firm will create their individual appraisals in accordance with internal workflow processes providing independent opinions of value to the acquisition group. The database will also allow us to track who and when the appraisal is assigned, expected delivery date, and review information as required. We can provide this information in report format to Chisago County as requested.

Note: WSB agents will not be completing the MDA reports. Licensed appraisers may now legally complete an Evaluation Report. We researched the last few projects in which WSB completed the MDA reports and, on average, our cost to complete MDA's now exceeds the cost per report charged by licensed appraisers. Our goal is to leave the valuation to the experts and allow the agent to concentrate on negotiations.

MN Statute 82B now allows licensed appraiser to provide an evaluation. *[Subd. 3. Evaluation. A licensed real estate appraiser may provide an evaluation. When providing an evaluation, a licensed real estate appraiser is not engaged in real estate appraisal activity and is not subject to this chapter. An evaluation by a licensed real estate appraiser under this subdivision must contain a disclosure that the evaluation is not an appraisal.]*



APPRAISER BIOS AND ASSIGNMENTS

Julie Kalahar Appraisals

Julie has completed many similar transportation projects over the past 20 years, with the most recent being two for Chisago County in the last two years, so she is familiar with the area and zoning for Chisago County. Julie is currently finishing a project in Wadena that includes several "total take" appraisals with Minimum Compensation Reports and several very complex full Before & After appraisal reports. In addition to that, in the past five years she has completed 3-large complex projects which included "total take" appraisals and Minimum Compensation Reports. She is very familiar with agricultural issues. Her expertise is single family residential properties and agricultural properties.

Julie will be assigned the 6-residential total take parcels with Minimum Compensation reports and 25-agricultural and/or residential Minimum Damage Valuations. Our intent is to start the relocation parcels upon award and approval to engage these landowners. We are aware that Julie is also assigned to the CSAH 10 Phase 2 project; hence, the goal to get the total take parcels completed prior to CSAH 10 kicking off. She will have the ability to work on CSAH 10 while we await the final approval to move forward with all appraisals.

Julie Kalahar Appraisals will be assigned the following:

- 6 – Residential total take appraisals
- 6 – Minimum Compensation reports
- 25 – MDV reports (agricultural and/or residential properties)

Ruhland Commercial Consultants, LTD

Tom has over 35 years of appraisal experience in appraising commercial real estate and extensive experience appraising properties for condemnation proceedings. Clients include MnDOT, CapX2020, MinnCan, Stearns and Benton Counties, City of Sauk Rapids, Sartell, Willmar, St. Cloud and Little Falls. He has testified as an expert witness before various condemnation hearings.

Tom will be assigned the 1-commercial total take parcel; 1-commercial Minimum Compensation Report; 10-commercial Before & After properties and 10-various MDV parcels. Tom has noted that it is possible that some of the MDV parcels are zoned agricultural but are designed commercial on the comprehensive plan.

Ruhland Commercial Consultants, LTD will be assigned the following:

- 1 – Commercial total take appraisal
- 1 – Minimum Compensation Report
- (assumed to be owner-occupied)
- 10 – MDV appraisals
- 10 – Commercial Before & After appraisals

Valbridge Property Advisors

Valbridge Property Advisors valuation and appraisal services has five offices across the Midwest. They have 28 appraisers, including 10 MAIs, and 11 appraisal analysts on staff. The Right of Way Team is led by Nathan Hansen, MAI, Daniel Kann, MAI MSRE, and Derek Shaner, MAI. All three are members of the International Right of Way Association (IRWA) and are licensed collectively in Minnesota, Wisconsin, Iowa, North Dakota, Kansas, Missouri, and Nebraska. This team completes dozens of multi-parcels right of way appraisal and appraisal review projects each year and routinely works on transportation projects, including working on large acquisition projects in Ramsey County. The most recent being Rice Street, which included 132 acquisition appraisals, Hodgson Road which consisted of 93 acquisition appraisals, and South Shore Blvd, which consisted of 73 acquisition appraisals. They also work routinely for various other MN Counties and Cities.

We have identified the three main appraisers and two support staff for Valbridge, but like WSB they have a large pool of team members to pull from if the need arises.

Nathan Hansen, MAI | Senior Managing Director
Nathan Hansen has been active in the real estate industry since 2002. Prior to joining Valbridge, he was a Principal at Insight Realty Advisors, a commercial real estate appraisal firm founded in 2013. Appraisal/valuation and consulting assignments include mortgage financing, condemnation, investment counseling, potential sale or purchase, lease, and rental analysis.

Property types appraised include all types of commercial real estate, such as industrial, retail, office, multifamily, hotel/motel, vacant land, and residential subdivisions. Specialty property types include religious facilities, golf courses, resorts, restaurants, and self-storage. Assignments also include eminent domain, rent comparability studies, and consulting assignments. Court experience involves testifying in real estate commissioner hearings. In addition to real estate, Nathan has appraised personal property and furniture, fixtures & equipment (FF&E), including restaurant equipment, grocery store equipment, trade fixtures, and breweries.

Kylie Klehr | Certified General
Kylie Klehr has appraised properties for condemnation and right of way projects. In addition, her appraisal/valuation and consulting experience includes office, medical office, industrial, retail, multifamily, mixed-use, commercial, land, lakefront commercial, agricultural, educational campuses, restaurants, health clubs, and rent comparability studies. She also has experience with religious facilities, residential treatment facilities, entertainment complexes, golf courses and marinas. Kylie has been recognized as a "Rising Young Professional" by Finance and Commerce.

Nathan Schumacher | Associate Appraiser
Nathan Schumacher is a graduate of the University of St. Thomas with a degree in Real Estate and Finance. He has appraisal/valuation and consulting experience with office, retail, industrial, and multifamily properties as well as specialized property types including agricultural & development land, mobile home parks, funeral homes, wedding/event centers, bowling alleys/ entertainment venues and airplane hangers.

Molly Thompson | Research Manager
Molly Thompson leads our team of research analysts. She maintains our databases and assists the appraisers in the preparation of their reports.

Jennifer Dewberry | Property Owner Relations
Jennifer Dewberry has extensive experience in client service and relationship development as well as commercial real estate experience, Jennifer acts as the main point of contact for landowners to ensure they are provided with friendly and attentive service.

Valbridge will be assigned the following:
- 70 – Evaluation Reports
- 45 – MDV's
- 10 – Uncomplicated Appraisal reports
- 13 – Before & After (commercial and special use properties)

Kalahar Appraisal

Kristin Fischer is an accomplished real estate appraiser with 20 years of experience specializing in residential valuation, market analysis, customer service, communication and time management. She successfully established a new appraisal company and was previously a partial owner of an established appraisal company. Proficient in valuing a wide range of properties including large, high-end dwellings lakeshore, acreage and right of way partial acquisition. Kristin is passionate about providing unbiased ethical reports and impartial treatment to all clients.

Over the past year, Kristin has successfully completed two project similar to TH 8. One involved 41 parcels in Benton County, encompassing MDV's and complex properties. The other project, in Goodhue County, included 23 parcels completed as MDV's. Additionally, she aided with 23 parcels on the Goodhue County project, comprising a mix of MDV's and intricate properties.

Kristin will be assisted by Kris Schwickerath, Kris is a skilled real estate appraiser specializing in the preparation of reports for the valuation of single family, lakeshore, and agricultural land. He performs real estate appraisals in the outer northwest tier of the Minneapolis Metropolitan area. Kris is an excellent communicator with clients and landowners.

Kalahar Appraisal will be assigned:
- 50 – Evaluations Reports

Total number of proposed reports identified below and accounted for above. As noted, Lisa will manage the appraisal teams, she will coordinate priorities, manage timelines, and appraisal delivery expectations. If necessary, she will move reports to different firms if there is any discrepancy with delivery, or if one firm has more availability.
- 120 –Evaluation Reports (values less than $10,000)
- 80 – MDV's (value less than $25,000)
- 10 – Uncomplicated
- 23 –Before and after reports
- 7 total take appraisals; 6 residential, 1 commercial 6 minimum compensation valuations for residential total take parcels; we have assumed that the commercial property is owner-occupied and will also require a minimum compensation report.

Chisago County Board of Commissioners
March 20th, 2024
21



Appraisal Reviews

All appraisals, except for the Evaluations, will need a formal review. WSB will do an internal factual review of all the Evaluation reports. Based on the assumptions, there will be 142 reviews which includes Minimum Compensation reports. All review appraisals will be uploaded into the database.

APPRAISER REVIEW BIOS AND ASSIGNMENTS

Lake State Realty Services, Inc.

Lake State possesses the experience and qualifications to perform the review appraisal assignments as anticipated for the Chisago TH 8 project. Lake State has completed review appraisals over the past 30 years consistent with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), the Uniform Relocation Assistance and Real Property Acquisition Act, 49 CFR 24; Federal Transit Administration (FTA) Circular 5010.1E including Appendix D, Minnesota State Statute 117 and all applicable state and federal laws, rules, regulations and codes; and the Uniform Standards of Professional Appraisal Practice; the MnDOT Right of Way Manual.

Lake State's staff work together as a team to get quality volume review appraisal work done in a timely manner. They have the capacity and bandwidth to handle a review project involving up to a few hundred parcels.

The review appraisal process involves three trained appraisers looking over each appraisal to be reviewed and providing a critique of the methodologies used and analysis. A consistency review is completed among all parcels in the project to ensure relative valuation consistency and adjustments among property types and other factors.

All mathematics and formulas are checked. Consistency is also checked among the various cost-to-cure items, taking particulars, severance amounts and methodologies, and compensable items. Typographical errors that may impact understanding are also flagged. Lake State has a long and proud history of working well with the area appraisers whose reports are under review aiding in clear communication of the appraisal problem, the reasoning, analysis, and methodologies to have an accurate and credible appraisal report and related opinions.

Lake State is certified as a Disadvantaged Business Enterprise (DBE) through the State of Minnesota, as certified by MAC. Lake State is also a Targeted Group Small Business (TGB), and Women Business Enterprise (WBE) as certified through the State of Minnesota.

Julie Jeffrey Schwartz | Appraisal Review
Julie Jeffrey Schwartz, Lake State Realty Services, Inc. will be the main reviewer. Having one firm being the reviewer will allow there to be more project consistency and uniformity among the valuations for the various property types. Project consistency is extremely important to the function of a right of way project, particularly a project of this size. **WSB has confidence that Lake State and her team can keep up with the appraisers. We have worked with them on many projects over the years.**

Julie has over 37 years of experience in the real estate industry, over 31 of those years as an appraiser. Julie worked for four years at MnDOT as a real estate appraiser and expert witness performing appraisals and testimony for all types of real estate. Since 1991, she has been sole owner and operator of Lake State Realty Services, Inc. a firm who specializes in various real estate consulting and valuation services to a wide variety of government and private-sector clients.

Foster Appraisals, Inc.

John Foster has 35 years of experience as a General Certified Real Estate Appraiser. His expertise involves preparation of professional condemnation appraisals and market analyses for commercial, industrial, agricultural, and residential properties. He has extensive experience in condemnation proceedings as an expert witness, condemnation commissioner and review appraiser.

John Foster served as Past President & Board Member of the IRWA Chapter 20, along with attained the SR/WA professional designation and R/W-AC Certification. His education includes a MBA from the University of Wisconsin and a BBA from the University of Minnesota.

John Foster, Foster Appraisals, Inc. will review the 7-total take appraisals and 7-Minimum Compensation reports. As with the appraisals, all review appraisals will be uploaded into the database.



Negotiations

The most crucial factor in a successful ROW project is the landowner and from initial contact through condemnation, all landowners will be treated with respect, professionalism, and courtesy. At this point, it is our hope that the agents have had initial contact with the individual landowners and were able to address their initial concerns, making the offer presentation not about issues, but valuation. Upon receipt of the certified appraisal, we will attempt to contact the landowner when the offer packet is ready and advise them that we are mailing the packet via priority mail. This allows us to track the delivery date and provide the landowners an opportunity to review the offer documentation and the appraisal before setting up a meeting with them. Every attempt will be made to get in front of the landowners in-person. We will ensure that the landowner is fully aware of their rights under Minnesota statutes, as well as work to address, and identify, any further issues brought forth by the landowners. These issues will be addressed promptly and relayed to the project team if more information is needed to close the acquisition.

The land agents are professional and extensively experienced; they will have reviewed the title, appraisal, and all acquisition documents to make certain the information being presented is accurate. While a landowner may or may not agree with the offer amount, the land agents will take the time to listen and address any remaining issues. If a landowner is requesting an increase in the amount offered, the land agents will discuss the landowner's justifications for a higher settlement and present it to the project manager for further evaluation. If the team agrees a particular landowner may be justified in receiving additional compensation, the project manager will prepare a justification email with the pertinent facts and provide backup materials to request an administrative settlement.

Chisago County Board of Commissioners
March 20th, 2024
23

WSB is proposing to have at a minimum five acquisition agents and other support staff to the project, with more available as needed, dependent upon the flow of parcel sketches and valuations. We have identified all the agents available to work on this project in the Team Biography section.



WSB has recently prepared a Landowner Outreach Process as identified below. With initial offer mailed:

- **Upon mailing** the offer via Priority Mail, office staff will provide notice to the agents via email and update the database.
- **Days 1-5 from mailing date:** Phone calls shall be made to the landowner. Attempt to use open-source info (white pages, etc.), or past contact info gained through the Early Notification Letter and field visit.
- **Days 6 and 10:** Second and third phone call/text/email attempts shall be made. If no contact has been made a trip to knock on the door shall be planned between day 11 and 15.
- **Days 11 and 15:** If no contact to date, agent shall drive to residence and attempt a door knock and leave a door hanger. We will also mail a 14-day follow-up letter to those unresponsive landowners.
- **Days 16-30 (assuming no contact to date):** Minimum of two phone calls and a second door knock planned for day 30.
- **Day 30 (assuming no contact to date):** Office staff prepare and send “trying to reach you," 30-day notice letter.
- **Days 16-30 (if contact has been made):** Continue negotiations as necessary. If we need to follow up on an item related to negotiations and/or valuation process with the team or client; it shall be completed. We shall always provide the landowner with an anticipated follow-up date on their questions. We shall have a follow-up of some sort every seven +/- days to address concerns and keep negotiations moving forward.
- **Days 30-60 (assuming no contact):** Continued attempts at negotiation. If no contact, one last attempt to knock on the door could be made (discuss internally). A minimum of three additional contacts shall be made via phone/email/text/etc., if we have working contact information. If there is no working contact info, then the door knock will take place.
- **Day 30-60 (assuming contact has been made):** Continue negotiations, if they have presented us with a question/negotiation point, attempts will be made to resolve with the team within five days. If we are waiting for information from the landowner (aside from a second appraisal), a follow-up shall be made by the agent every five-seven days. We always strive for pro-active follow up with the landowner.
- **Diaries will be kept up to date,** ideally with entries made within 24-48 hours following ANY contact.
- **Diary notes shall stick to the facts** and with the awareness that the agent will not be present in court so will not be able to explain any tone or context of an email or diary entry. Just the facts.
- **Written correspondence** will always be kept professional. Explanations of the statutes, easement rights, compensation, etc. will be made without interjecting anything that could be misconstrued in writing. In the event a landowner is not cooperative, agents will not argue or put themselves at risk, instead excusing themselves from the situation while explaining they can return another time when civil discourse is more possible. This will be noted in the negotiator’s diary.

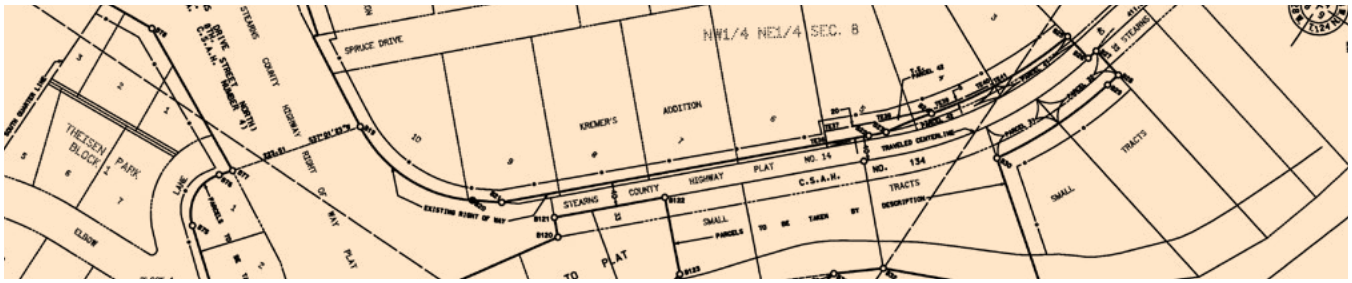
Chisago County Board of Commissioners
March 20th, 2024
24

File Close Out & Audit Preparation

Upon successfully completing the acquisition the agent will upload all signed documents into the database for QA/QC. Once the documents have been reviewed, the package will be sent to Chisago County for recording and payment. We will utilize the standard documents that we have been using with Chisago County for 15+ years unless directed otherwise.

In addition to the hard copy files maintained by our team, documents will also be stored in the individual land records within the acquisition database and GIS mapping will be updated. Upon completion of the project all information within the database will be turned over to Chisago County.

As parcels are closed out, the County will send WSB the recorded conveyances, signed memorandums and check copies and we will prepare the audit package. We will not wait until the end, this will be a task completed throughout negotiations.



Relocation

Relocation is a delicate process. WSB approaches each situation individually, listening to the displacee's concerns and educating them on their rights. We thoroughly explain the process and inform them of their eligibility. WSB agents are sensitive to the challenging situations created through the relocation of homes and businesses. We work hard to maintain open communication and truly walk alongside the displacee throughout the relocation process.

It is assumed there are seven parcels with eight displacees:

- five owner-occupied residential
- one residential tenant
- one residential landlord
- one owner-occupied non-residential

All relocation assistance will be provided in compliance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA) Minnesota Statues Chapter 117, and Federal Transit Administration (FTA) Circular 5010.1D, IV-6, IV-7, Council requirements, and the MnDOT Right of Way manual as applicable.

Relocation Assistance Activities

- Project Relocation Study will be prepared for the impacted properties to evaluate the housing and commercial market and will highlight any issues that may need to be addressed as part of this project.
- Detailed Relocation Study on each parcel requiring relocation assistance.

Relocation Assistance for Residential Displacees will include:

- Provide all required written notices including requirements, payment options, project information and other notices required by law or regulations.
- Detailed personal interviews with occupants will be conducted to discuss and determine relocation needs and services.
- Advisory services; such as, identify federal and state assistance programs, provide referrals, determine eligible benefits.
- Prepare the replacement housing and/or rental study and supplement and, upon approval by the County, present to the displacee.
- Preparation of Move Estimate based upon residential room count schedule and present to displacee.
- Assist in coordinating move estimates from professional movers and assist in documentation if they select to conduct a self-move.
- Provide referrals and guidance as necessary throughout the process.
- Decent, Safe and Sanitary inspection at replacement residence.
- Assistance in claim submissions.
- Prepare and submit claims to the County for approval and processing.
- Coordinate closings for owner-occupied Subject and Replacement parcels.
  - Review closing settlement statements and advise on eligible closing costs.
  - Review subject and replacement property mortgage documents, if any, to verify and calculate mortgage interest rate differential payment.
  - Coordinate funding for closing for purchase, interest rate differential and closing costs to ensure successful closing.
  - Attend closing for replacement property for each parcel and return completed documents to County.
- Maintain displacee record throughout process.
- Maintain Negotiator's Diary throughout process.

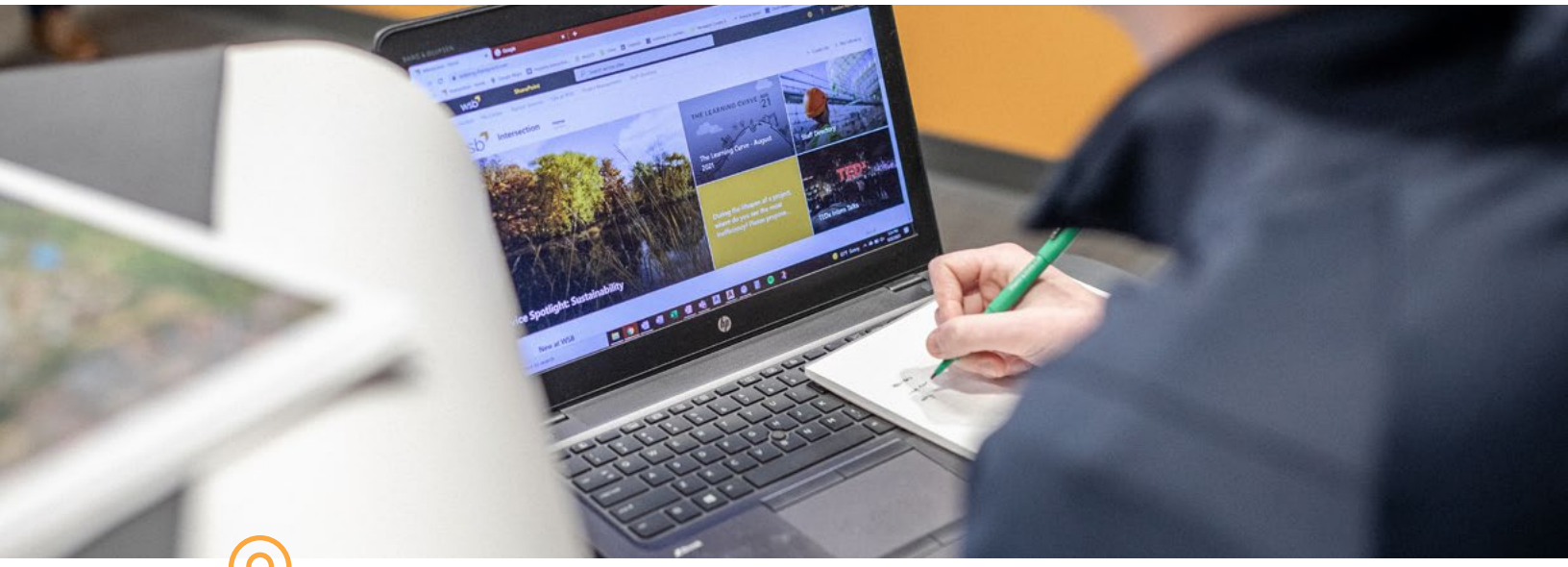
Relocation Assistance for Non-Residential Displacees will include:

- Provide all required written notices including requirements, payment options, project information and other notices required by law or regulations.
- Detailed personal interviews with occupants will be conducted to discuss and determine relocation needs and services.
- Advisory services; such as, identify federal and state assistance programs, provide referrals, determine eligible benefits.
- Review and analyze relocation benefits vs. payment in lieu to determine most beneficial path for displacee.
- Complete moving inventory.
- Coordination of two professional move estimates and/or preparation of Agency-prepared move estimate if under $5,000.
- Provision of referrals and guidance as necessary throughout the process.
- Assistance in claim submissions.
- Prepare and submit claims to the County for approval and processing.
- Complete move out inspection.
  - Maintain Displacee record throughout process.
  - Maintain Negotiator's Diary throughout process.

Eminent Domain

Prior to initiating Eminent Domain, WSB will send a notification letter to unsigned landowners advising of the upcoming filing. Support for condemnation/legal proceedings shall consist of turning files over to Chisago County when an impasse is reached, and the statutory time limit and process is exhausted. The WSB agents will be available to meet with legal counsel to discuss any of the parcels. Due to the size and dependent on the landowner cooperation, legal counsel may choose to file more than one petition. We will support the method they choose. Any testimony required by the appraiser or agents is assumed to be out of scope; however, if testimony is requested our team will be ready to assist.

Quality Assurance/Quality Control (QA/QC)



Our success as a team is tied to one primary trait: continually and consistently providing quality services.

Our project management training programs instill our mission, vision, and values into every facet of our company. A major component of the program is QA/QC. The following highlights are key components of our approach to quality control:

QA/QC Process

QA/QC Process: For every project, tasks of varying degrees of complexity are completed. The amount of time and level of review necessary for each task must be linked to this complexity and to client requirements. The core philosophy is that information produced for a project must go through the appropriate level of review before leaving the office.

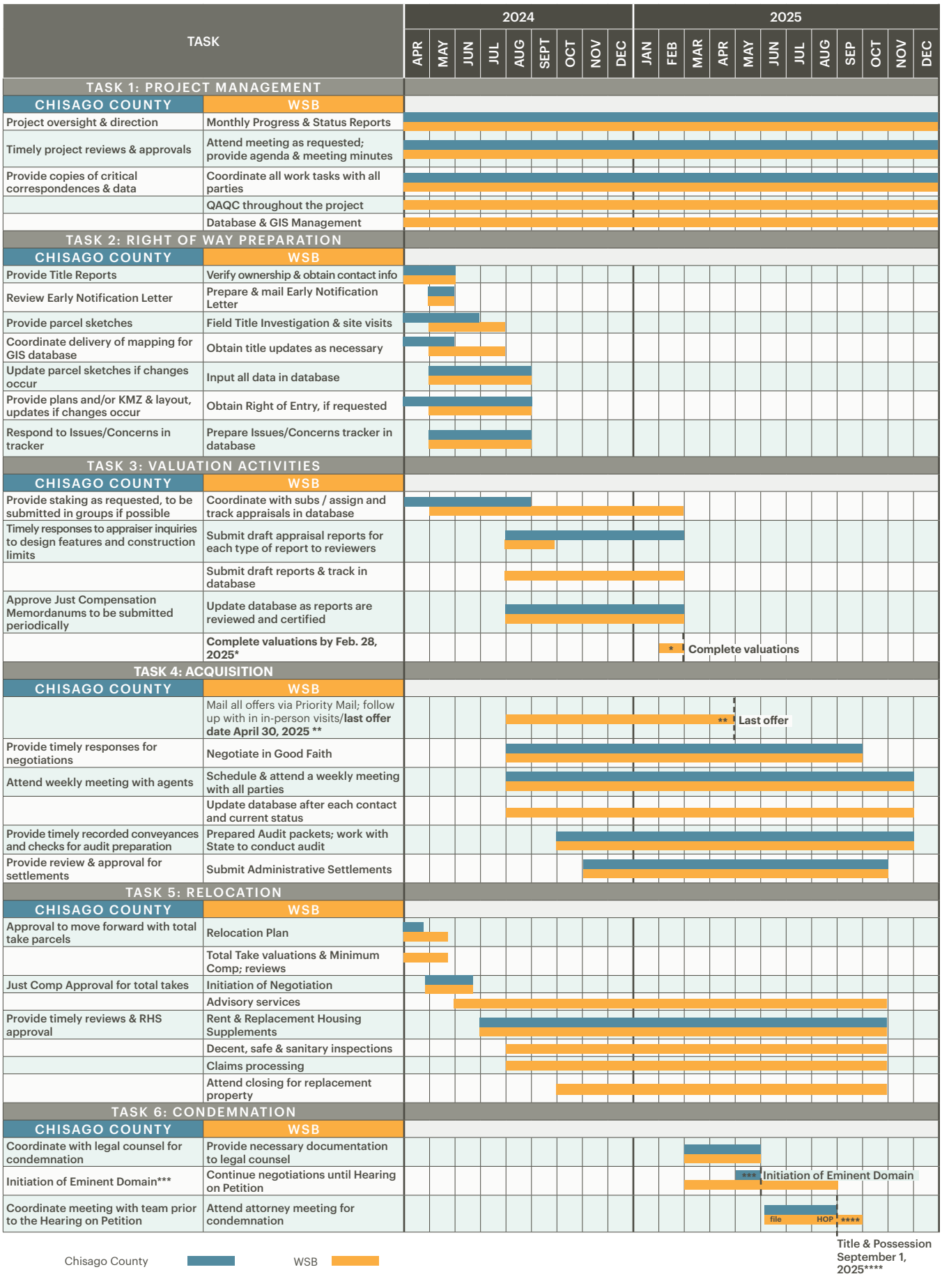
Review General Description: For all levels of the process, the peer review will be the primary QC check. The peer review will be performed by someone who has as much or more experience in the area being reviewed than the person who completed the task. The peer reviewer will complete either a review summary form or the checklist.

The QA/QC process for drafting landowner documents is a critical component to ensure accuracy, compliance, and successful outreach. The database entry is key in this process, we must start with the correct information entered into the database. Therefore, the major review is the data entered into the database after title review.

The process begins with a thorough review and understanding of project requirements by our team to ensure consistent messaging regarding the project and timelines. Drafting of landowner documents involves attention to detail, with verification steps to confirm property information and ownership details. This will be completed through multiple eyes on the documents and database. Periodic QA/QC checks are conducted during the outreach phase to address any concerns or inquiries promptly. This comprehensive approach to QA/QC not only ensures the accuracy and completeness of project documentation but also fosters positive relationships with landowners, ultimately facilitating a successful transaction for the project.

Chisago County Board of Commissioners
March 20th, 2024
27

TASK	CHISAGO COUNTY	WSB
TASK 1: PROJECT MANAGEMENT		
	Project oversight & direction	Monthly Progress & Status Reports
	Timely project reviews & approvals	Attend meeting as requested; provide agenda & meeting minutes
	Provide copies of critical correspondences & data	Coordinate all work tasks with all parties
		QAQC throughout the project
		Database & GIS Management
TASK 2: RIGHT OF WAY PREPARATION		
	Provide Title Reports	Verify ownership & obtain contact info
	Review Early Notification Letter	Prepare & mail Early Notification Letter
	Provide parcel sketches	Field Title Investigation & site visits
	Coordinate delivery of mapping for GIS database	Obtain title updates as necessary
	Update parcel sketches if changes occur	Input all data in database
	Provide plans and/or KMZ & layout, updates if changes occur	Obtain Right of Entry, if requested
	Respond to Issues/Concerns in tracker	Prepare Issues/Concerns tracker in database
TASK 3: VALUATION ACTIVITIES		
	Provide staking as requested, to be submitted in groups if possible	Coordinate with subs / assign and track appraisals in database
	Timely responses to appraiser inquiries to design features and construction limits	Submit draft appraisal reports for each type of report to reviewers
		Submit draft reports & track in database
	Approve Just Compensation Memordanums to be submitted periodically	Update database as reports are reviewed and certified
		Complete valuations by Feb. 28, 2025*
TASK 4: ACQUISITION		
		Mail all offers via Priority Mail; follow up with in in-person visits/**last offer date April 30, 2025 ******
	Provide timely responses for negotiations	Negotiate in Good Faith
	Attend weekly meeting with agents	Schedule & attend a weekly meeting with all parties
		Update database after each contact and current status
	Provide timely recorded conveyances and checks for audit preparation	Prepared Audit packets; work with State to conduct audit
	Provide review & approval for settlements	Submit Administrative Settlements
TASK 5: RELOCATION		
	Approval to move forward with total take parcels	Relocation Plan
		Total Take valuations & Minimum Comp; reviews
	Just Comp Approval for total takes	Initiation of Negotiation
		Advisory services
	Provide timely reviews & RHS approval	Rent & Replacement Housing Supplements
		Decent, safe & sanitary inspections
		Claims processing
		Attend closing for replacement property
TASK 6: CONDEMNATION		
	Coordinate with legal counsel for condemnation	Provide necessary documentation to legal counsel
	Initiation of Eminent Domain***	Continue negotiations until Hearing on Petition
	Coordinate meeting with team prior to the Hearing on Petition	Attend attorney meeting for condemnation



Chisago County Board of Commissioners
March 20th, 2024
28

Team Members, Classifications & Roles

Our team is a cohesive, proven group with extensive experience working throughout the Midwest.

Our team has transportation project acquisition and relocation experience with the ability to manage large workloads, meet critical deadlines, and make sound decisions. All our team members adhere to alcohol and drug policies, and a background check has been conducted on every team member. We are also committed to providing a safe and healthy workspace for employees, contractors, and the public.

The team members identified below include their **title, classification, and their role** in the project. The organizational chart consists of all team members available to support the Highway 8 Project. We have provided a short bio for all team members available to step into the project as needed.

We would also advise that WSB is always actively recruiting additional experienced team members; therefore, at any point during the project we may insert additional staff or replace staff.



Lisa Beckman, SR/WA, RW-NAC

Sr. Right of Way Specialist | Project Manager

Lisa is a successful Project Manager with proven project and team leadership experience on a variety of project types and sizes. She is a resourceful, proactive, creative, and efficient manager who successfully interacts with a variety of staff at all levels and adjusts to the changing business environment.

With more than 34 years as a right of way professional, Lisa's experience includes 20 years of project management for large-scale utility and transportation projects as well as multiple right of way projects for a variety of agencies in Minnesota, Wisconsin, North and South Dakota. She is a licensed real estate Broker in Minnesota, North Dakota, and South Dakota. She focuses on outstanding customer service, quality product, timeliness, mentoring and safety in her project management role. Lisa is a member of IRWA Chapter 20.

Chisago County Board of Commissioners
March 20th, 2024
29



Ben Barker, SR/WA, RW-NAC, RW-RAC

Director of Right of Way | Oversite

Ben will oversee WSB staff in completing all tasks required as part of the RFP. Ben is the Director of the Right of Way Department. His role will be to make sure the team has the resources and tools to successfully complete the project on time and within budget. Ben has more than 20 years of real estate experience with the last 14 years concentrated on acquisition and relocation work. He is a highly effective negotiator and has experience in project management, property inspections, field title reports, negotiations, and relocation assistance. Ben is a member of IRWA Chapter 20.



Penny Rolf, SR/WA, RW-NAC, RW-RAC

Sr. Right of Way Specialist | QA/QC

Penny has over 32 years of real estate experience with the past 24 years exclusively devoted to managing projects, providing relocation services, and acquiring right of way for MnDOT, WisDOT and multiple counties and cities in Minnesota and North Dakota. Penny is the former Director of the WSB Right of Way Department. With her knowledge and experience, she can earn the trust of the landowners, resulting in a high percentage of settlements that are fair to all parties.



Faye Gillespie

Sr. Right of Way Specialist | Database & Relocation Lead

Faye is a Right of Way Specialist with more than 28 years' experience in the real estate industry, with the past 13 years concentrated on acquisition and relocation projects. Faye offers a unique blend of technical expertise with valuable behind-the-scenes experience. Her specialty is relationship management, including the provision of superior client service, building trust and rapport with landowners, and maintaining open lines of communication with all parties to ensure a timely and efficient process. Faye is experienced in land rights and project management for local and state governments, as well as public and private utilities, and other entities in Minnesota, Iowa, Wisconsin, and South Dakota. She is the current President-Elect of IRWA Chapter 20 for the 2023-2024 year.



Brian Mielke, SR/WA

Sr. Right of Way Specialist | Acquisition

Brian is an accomplished and diversely skilled right-of-way professional with proven project and team leadership experience over a variety of project types and sizes. Brian draws on extensive experience being a right-of-way consultant and as a right-of-way principal selecting and using right-of-way consultant services. He has over 23 years of successful experience in project management, negotiations, full and partial acquisitions, and other right of way needs. Brian holds an MBA and the SR/WA and R/W-NAC designation and is the Director of IRWA Chapter 20. Brian is also past chair and current vice-chair of the planning commission in his hometown.

Chisago County Board of Commissioners
March 20th, 2024
30



Art Dost

Right of Way Specialist | Acquisition

Art is a Right of Way Specialist with more than 39 years of experience in land surveying and real estate. The last 16 years have focused on acquisition projects. He has experience in title research, reviewing plats and deed encumbrances, landowner negotiations, obtaining permits from controlling authorities and preparing documents for real estate transactions and recording. Art has experience working with Ramsey County on the South Shore Boulevard project. Art is a licensed Real Estate Salesperson in Minnesota, and a member of IRWA Chapter 20.



Shawn Zepper

Right of Way Specialist | Acquisition

Shawn has been in right of way profession for 10 years. He has worked on various projects for MnDOT, Ramsey County, City of Rochester, Xcel Energy, and ATC. He has a Real Estate Licenses in Minnesota, Wisconsin, and North Dakota. Prior to working with WSB Shawn represented BNSF Right of way interests in North and South Dakota, Iowa, and Nebraska. With his master's degree in business, along with his experiences Shawn is an excellent team member able to work on any given project. He is also an active member of our Local IRWA chapter, where he serves as the Education Chairperson.



Don Tollefson

Sr. Right of Way Specialist | Acquisition

Don is an accomplished and diversely skilled right-of-way and real estate professional with proven project and team leadership experience over a variety of project types and sizes. He has over nine years of successful experience in negotiations, full and partial acquisitions, long and short-term site leases, local ordinances and permitting. Using effective communication skills, time management and with an eye toward mutually beneficial outcomes, Don has consistently delivered successful results. Clients, landowners, and colleagues have enjoyed working closely with Don and depend on him to identify and analyze situations to develop efficient, effective solutions. He is a member of the International Right of Way Association.



Brent Rolf, SR/WA

Right of Way Specialist | Acquisition

Brent has been providing acquisition and relocation services for nine years on projects throughout Minnesota. He is experienced in permitting, document preparation, obtaining ownership information, field title investigations, negotiating acquisition, providing relocation assistance to landowners and tenants as well as evaluating documents, plans, plats, and maps. Brent's knowledge of the real estate process helps to create relationships with landowners that result in timely and efficient project completion for our clients. He is also an active member of the International Right of Way Association.



Tim Splettstaszer

Right of Way Specialist | Acquisition

Tim joined the Right of Way profession after a 32-year career in the survey field. Tim also has eight years of experience as a construction liaison with responsibilities including communicating with landowners and solving problems that arise with construction. Tim has been in the right of way industry for seven years, has effective communication skills and is well organized, specializing in landowner acquisition and negotiations for several types of projects. Tim holds real estate licenses in three states and is notarized in three states. Tim has also been a member of IRWA since 2017.



Tammy Baloun

Right of Way Specialist | Acquisition

Tammy has more than 32 years of real estate experience as a salesperson and as a broker for her own company in Minnesota. Before coming to WSB, she helped build effective communication and negotiation skills. Using those communication skills to make connections, Tammy can jump into any project and work as a team member and step into any role that is needed on the project. She has experience acquiring easements on transmission line projects and leasing laydown yards. She is a member of the International Right of Way Association.



Doug Cottrell

Right of Way Specialist | Acquisition

Doug brings forth a diverse background that includes a strong GIS use in his college duration, as well as a heavy presence in the construction industry. In 2020 he graduated from University of Wisconsin-Stout, where he spent the previous four years researching, preparing, and presenting large reports that included the changes of energy production in the Upper Midwest, how redlining affects the positive income growth in large suburbia areas, and the affects EPA Regulations have on power plant emissions. In his professional roles, Doug has worked as a lead liaison on some of the largest wind farm projects in the Midwest where he acted as the lead communication with landowners and local governing bodies to construction crews and assisted in continuing strong relationships for future projects in rural Minnesota communities. Currently, Doug is leading the "Land Rights" team in transmission line and solar projects throughout Minnesota, to assure the future of the local electric grid can keep up with the demand. With a strong research and GIS background he can present information in a manner that is understood by many. He is a member of the International Right of Way Association.



Connor Puff

Right of Way Specialist | Acquisition

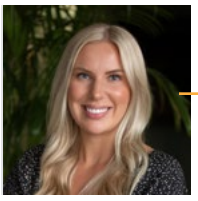
Connor has experience acquiring easements on transmission line projects, obtaining road permits, and leasing laydown yards. Connor has been involved in several real estate transactions requiring thorough analysis, negotiations, communications, and settlements which involve many stakeholders. He utilizes his effective communication skills, real estate background and his project experience to essential constituents in the acquisition process and work toward a settlement. He is also an active member of the International Right of Way Association.



Benton Johnson

Right of Way Specialist | Relocation

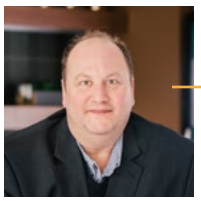
Benton comes to the WSB right of way team with a background in real estate and communications. He has been working in residential real estate throughout Minnesota for over four years with the last two years concentrated on right of way acquisition. Before working in real estate, he has worked in several different communication roles that include television and social media. His real estate experience and effective communication skills makes him an excellent team member on any project where he is needed. Benton is a member of the International Right of Way Association.



Linnea Lindquist

Right of Way Specialist | Acquisition

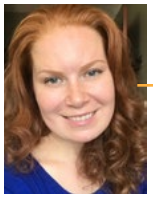
Linnea is a licensed real estate agent and notary public in Minnesota and Wisconsin. Her unique professional experience stems from corporate sales and management experience and a background in residential real estate. Linnea performs administrative tasks with utmost focus and attention to detail and remains competitive in the industry through excellent presentation, negotiation, and communication skills. She is a member of the International Right of Way Association.



Russ Holthaus

Right of Way Specialist | Acquisition

Russ is a highly skilled negotiator and creative problem solver focused on developing strong relationships with clients and customers. Superior management skills and attention to detail. Possesses a great passion for helping others and creating a positive experience for achieving success. Prior to arriving at WSB Russ was in the real estate industry for 10 years.



Laura Sedok

Right of Way Specialist | Acquisition

Laura has been a licensed real estate agent for 17 years and is a notary in Minnesota. Along with being a Realtor she has also worked as an Administrative Assistant, Sales Coordinator, Document Control Specialist, and Database Administrator. Having a degree in Graphic Design, she loves working with her hands and being creative. For fun she sings in a band on the weekends and goes to her son's sports activities. Interacting with people is her passion and as a Right of Way agent she loves connecting with people to explain and understand the process.



Justin Fuchs

GIS | Database Support

Justin has over six years of GIS experience and four years of Environmental working experience. He has coordinated with local, state, and federal government agencies on projects in both the GIS and environmental fields. Justin has completed GPS work and culvert surveys, watershed delineations, GIS data management, and 911 NENA GIS standards. Justin is fluent in Spanish and will serve as behind the scenes assistance from with our team in Texas team working on document drafting, mortgage consents, QA/QC.



Christie Saenz

Sr. Right of Way Specialist

Christie has over 28 years of experience in project management, project scope, project deliverables, condemnation support, residential relocation, commercial relocation, voluntary/donation acquisitions, right of way acquisition, drainage easements, public utility easements, water easements, wastewater easements, water treatment plant site, electrical easements, temporary construction easements, and coordination of community meetings. In addition, Christie is bilingual in Spanish.



Jorge Cavazos

Sr. Right of Way Specialist

Jorge has over 19 years' experience managing, analyzing, and improving operations across multiple departments and programs including development of policies and procedures, right-of-way acquisitions, relocation, and management. Oversaw administrative key projects to ensure deadlines were fulfilled by consultants. Managed customer service operations and maintained accounting records and invoices in addition to supervising and training staff.



Juan Garza

Sr. Right of Way Specialist

Juan has more than 15 years of real estate and negotiation experience. Most of his right of way career is comprised of acquiring land for the Texas Department of Transportation and local government agencies. Juan's experience includes the acquisition of right of way, natural gas easements, electric easements, temporary construction easements/permits and right of entry for survey work.

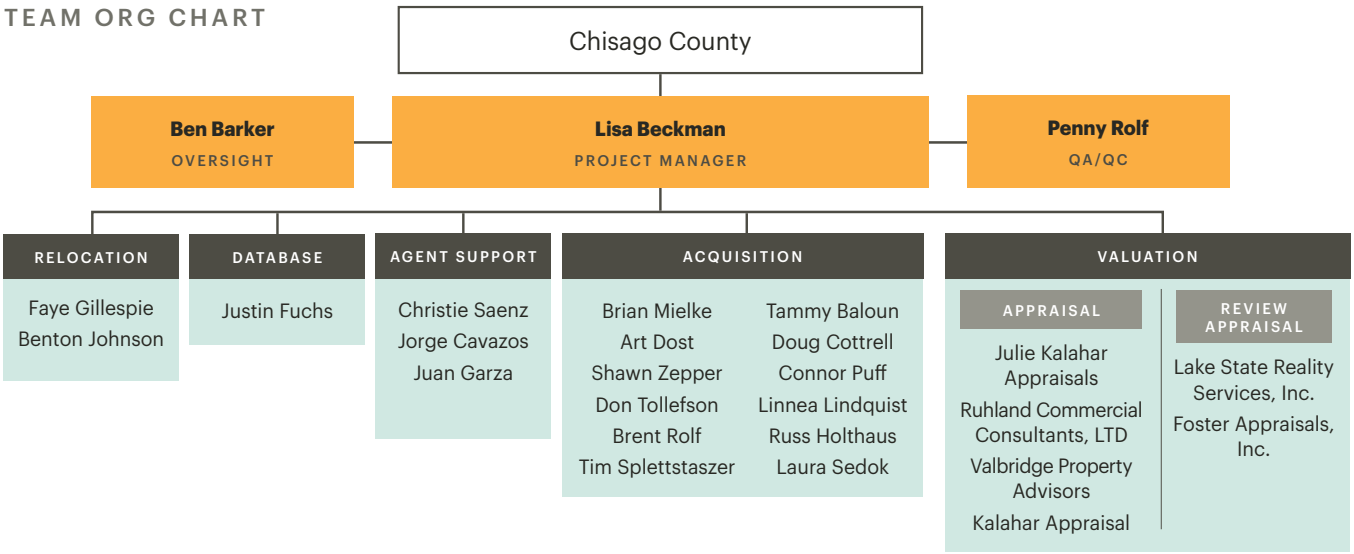
A team org chart can be found on the next page, followed by a matrix of the team's experience.

Chisago County Board of Commissioners
March 20th, 2024
33

WSB ROW EXPERIENCE BY STAFF

Staff	Real Estate Years	Right Of Way Years
Lisa Beckman	34	34
Christie Saenz	28	28
Penny Rolf	32	24
Brian Mielke	23	16
Art Dost	16	16
Jorge Cavazos	19	15
Ben Barker	20	14
Faye Gillespie	28	13
Shawn Zepper	10	10
Don Tollefson	9	9
Brent Rolf	9	9
Juan Garza	15	8
Tim Splettstaszer	8	8
Tammy Baloun	32	3
Doug Cottrell	2	2
Connor Puff	4	2
Benton Johnson	4	2
Linnea Lindquist	3	2
Russ Holthaus	10	1
Laura Sedok	17	1
TOTAL	323	217

TEAM ORG CHART

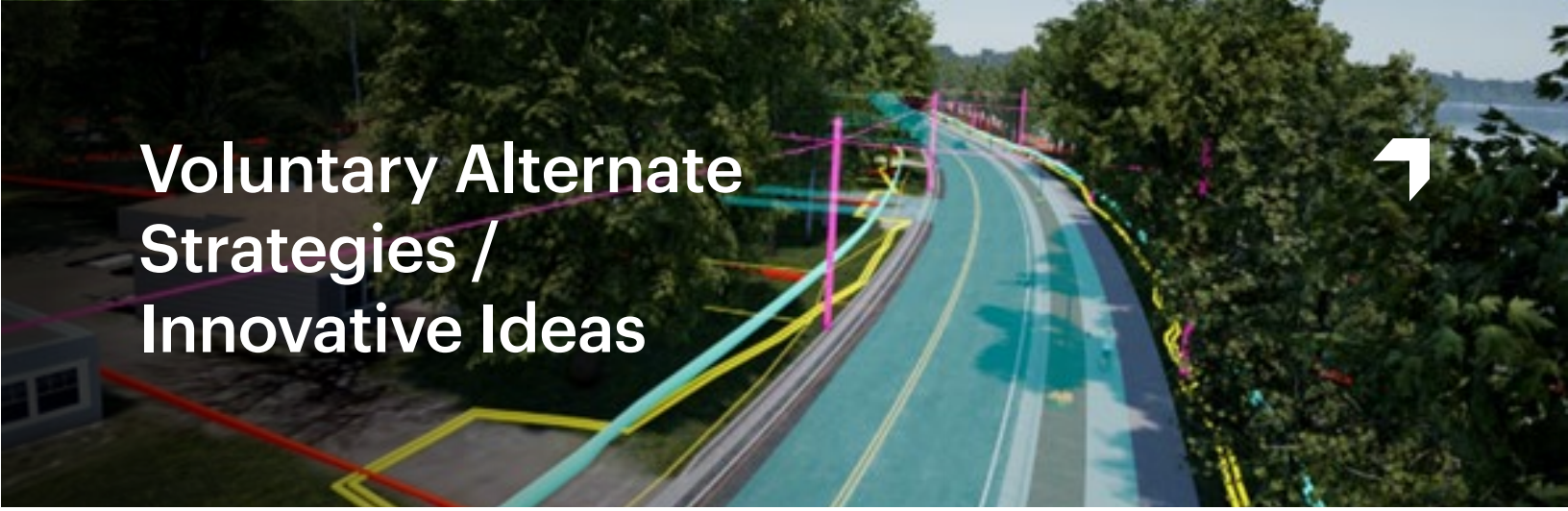


Chisago County Board of Commissioners
March 20th, 2024
34

TEAM EXPERIENCE MATRIX

Project	Client	# Parcels	Lisa Beckman	Ben Barker	Penny Rolf	Faye Gillespie	Brian Mielke	Art Dost	Shawn Zepper	Don Tollefson	Brent Rolf	Tim Splettstaszer	Tammy Baloun	Doug Cottrell	Connor Puff	Benton Johnson	Linnea Lindquist	Russ Holthaus	Laura Sedok	Kalahar	Ruhland	Valbridge	Kalahar Appraisa	Lake State Realty	John Foster
CSAH 10 Ph. 1	Chisago County	61	●			●				●					●					●					
CR 76	Chisago County	36	●			●			●	●															
CR 70	Chisago County	8	●			●				●															
CR 59	Chisago County	11	●			●				●															
CSAH 26	Chisago County	9	●			●				●															
CSAH 30	Chisago County	9	●			●				●															
Swedish Immigrant Trail	Chisago County	4	●							●														●	
West Lake Drive	Becker County	57	●			●				●	●	●									●				
CSAH 26	Goodhue County	48	●			●				●								●		●			●		●
Pelican Rapids	MnDOT D4	154	●			●				●	●		●					●			●		●	●	
Rice Street	Ramsey County	136		●	●	●		●	●				●		●	●	●	●	●			●			
Hodgson Road	Ramsey County	93		●	●	●		●	●				●		●	●						●			
South Shore Boulevard	Ramsey County	67		●	●	●		●	●				●	●	●	●						●			
CR J & Hodgson Road	Ramsey County	13		●	●	●		●														●			
White Bear Avenue	Ramsey County	60		●	●	●		●	●													●			
CSAH 19 & TH 241	Wright County	11			●	●							●												
CSAH 19	Wright County	2				●											●		●			●			
CSAH 7	Itasca County	79				●							●		●										
TH 4	MnDOT D7	87	●						●				●			●									
TH 22	MnDOT D7	63	●		●		●				●									●	●			●	
TH 23 S. Gap	MnDOT D8	78	●		●		●				●									●	●			●	
TH 5 ADA	MnDOT Metro	67			●				●		●			●										●	
TH 200	MnDOT D4	62	●							●		●								●	●				
TH 23 North Gap	MnDOT D8	78	●		●	●	●				●	●													
TH 52	MnDOT D6	75	●	●	●	●	●	●		●				●											
Multiple Projects	Xcel Energy	500+	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●						
CapX2020 345kV	Xcel Energy	1480	●	●	●	●	●	●		●		●									●				
Badger Coulee 345kV	ATC	680	●			●	●			●															

Chisago County Board of Commissioners
March 20th, 2024
35



Voluntary Alternate Strategies / Innovative Ideas

Objective Landowner Appraisal Review

Should landowners request a second appraisal, our team is prepared to conduct objective reviews of those appraisals. This process includes any of our appraisers or review appraisers reviewing the report for conformance to USPAP standards. In addition to standards conformance, the second appraisal will be reviewed for mathematical errors. Comments will be provided on overall methodology, strengths or weaknesses of the methodology, and value or damage reconciliation. Additional steps to confirm accuracy will be taken if comparable sales or factual data within the report appear lacking or suspicious. Due to the tight timeline, the review will be conducted within seven days of receiving the second appraisal to ensure comments are submitted to aid in decisions on issuing an offer or for negotiations purposes. This type of review provides accurate analysis and efficient delivery of comment review to the ROW negotiators and delivers confidence for our client. **Again, leaving the value to the experts and allowing the agents to concentrate on negotiations. Assumptions: 30% or 68 review appraisals**

Simplifile

WSB is willing to eRecord all the conveyance documents, this would require interdepartmental coordination at Chisago County between Public Works and the County Recorder's Office. As we understand the process now, Barbara Shimmon, Chisago Public Works Department, must request a check for the State Deed Tax and then submit the conveyance to the recorder. We understand that there is no recording fee because it is a county project, however, if we could get the recorder to invoice the state deed tax, we can record everything and alleviate some of the paperwork for Barbara. If this became reality, we would send her a closed file and all she will have to do is pay the landowner.

Visualization

WSB will provide a review tool allowing the individual to experience the project from any viewshed that they prefer, allowing for a personalized parcel review experience. This 3D real-time web-based and/or locally hosted, license-free map of the entire project corridor or specified areas will be able to navigate and review specific information throughout the project. The following information can be incorporated within the model: schematics, typical cross-section data, above and below-grade utilities, building and structure models, site photographs, additional survey data, soil boring results (where applicable), and the ability to screen capture the site from any angle. Additionally, the current and proposed model at specific locations can be reviewed by switching back and forth, to ensure an understanding of the design impacts from specific viewsheds.

To try the Parcel Review Tool, click the following link, and it will load the application for you to try locally. Once the screen loads, click on any parcel number at the bottom of the page twice to be flown to that location. The buttons on the screen allow you to customize the model, depending on your needs, while the slider bars allow you to change the viewshed.

http://tinyurl.com/yj6ukac3

Depending on your connection speed, it may take a minute to load.

Cost Estimate

Task Description		Sr. R/W Spc. II	Sr. R/W Spc.	Relocation / Database	R/W Spc. III	R/W Spc.II	R/W Spc. I	GIS / Database Support	Total Hours	Total Cost
1	Project Management	700	80	80	80	80	80	32	1132	$205,088
	• General Project Management, Internal/External Meetings, Status Reports, Kickoff Meeting, QA/QC, Database & GIS initiation									
2	Right of Way Preparation	80	40	20	340	340	180	12	1012	$152,528
	• Review titles; verify ownership; request title updates, Early Notification Letters, Field Title Reports; ROE, Database entry & QA/QC									
3	Valuation Services	80	40	20	60	60	40	12	312	$50,748
	• Coordinate valuation services, Review 105 MDA reports, Database entry & QA/QC									
4	Acquisition Services	400	100	20	750	750	400	12	2432	$377,878
	• Prepare offer documentation, Negotiate in Good Faith, Agent weekly meetings, Administrative Settlements, Mortgage Consents (25 parcels), Prepare audit packets, Database entry & QA/QC									
5	Relocation Services	10	6	240	0	0	12	12	280	$46,232
	• Relocation Plan, Advisory Services, Replacement and Rent supplement research, DS&S; Claims processing; attend closings, Database entry & QA/QC									
6	Condemnation Services	20	0	0	20	20	20	0	80	$12,520
	• Provide documentation to legal counsel (45 parcels), Continue to negotiate in Good Faith, Attend meeting with legal counsel									
Total Hours - WSB Staff		1290	266	380	1250	1250	732	80	5248	
Hourly Fees		$200	$174	$168	$161	$140	$125	$114		
Total Fees - WSB Staff		$258,000	$46,284	$63,840	$201,250	$175,000	$91,500	$9,120		
Sub-Total: WSB Right of Way Labor										$844,994
Expenses: Mileage, priority mailings, misc.										$3,500
Sub-Consultant:										
12	Ownership & Encumbrance Report Updates (12 x $100)									$1,200
1	Total Take Commercial Appraisal with Minimum Compensation Report									$6,100
6	Total Take Residential Appraisals with Minimum Compensation Report									$39,000
7	Review Total Take Appraisals									$8,050
105	Minimum Damage Evaluations (120 x $800)									$96,000
	Minimum Damage Evaluation Reviews (see WSB labor above)									$0
80	Minimum Damage Valuation (80 x $1,500)									$120,000
	Minimum Damage Valuation Reviews (80 x $695)									$55,600
10	Uncomplicated - Commercial (10 x $4,500)									$45,000
	Uncomplicated - Commercial Reviews (10 x $875)									$8,750
23	Before & After - Commercial (13 x $4,600) + (10 x $3,500)									$94,800
	Before & After - Commercial Reviews (23 x $1,150)									$26,450
Total Sub-Consultant Fees										$500,950
TOTAL RIGHT OF WAY SERVICES										**$1,349,444**

NOTES: WSB Labor is 22 hours per parcel, or $3,521 per parcel. This is slightly higher than our standard cost per parcel; this per parcel price includes 120 Evaluation reviews and relocation tasks.

ASSUMPTIONS:

- 240 Acquisition Parcels
- Title Reports provided by Chisago County (12 Title Updates)
- 24 Mortgage Consents
- KMZ, mapping for database parcel sketches provided by Chisago County
- Field staking by Chisago County

- Appraisals:
  120 - Minimum Damage Evaluations (values less than $10,000)
  80 - Minimum Damage Valuation (values less than $25,000)
  10 - Uncomplicated Reports
  23 - Before & After Reports
  7 - Total Take Appraisals (6 residential; 1 commercial)
  7 - Minimum Compensation Reports
  (6 residential; 1 commercial)

- Relocation:
  8 - Displacees (5 residential owner-occupied, 1 residential landlord, 1 residential tenant, 1 non-residential owner-occupied)

  Displacees have 18 months from the time of their move out or payment, whichever is last, to finalize relocation claims

Due to the number of WSB team members being a part of this large project, for estimate purposes we have utilized blended rates for the varying job classifications.

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **3**
Title of Item for Consideration: Right of Way Acquisition Services Contract – TH 8 Reconstruction Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires assistance to acquire the easements and right of way needed to deliver the TH 8 Reconstruction Project. The County has enlisted SRF Consulting, who has extensive experience in these sorts of projects and our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with SRF Consulting for TH 8 Reconstruction Project. The following motion is suggested:

"Move to approve the agreement with SRF Consulting for TH 8 Reconstruction Project at tonight's meeting."

Implications of Action: An affirmative vote to authorize and approve the services agreement and execution of the services agreement will bind the County to the obligations required of the County as set forth in the services agreement. Approval will allow the County to acquire easements and right of way for project delivery.

Budget/Financial Implications: Funding will come from State project funding sources.

Legal/Policy Implications: The County Board of Commissioners has the lawful discretion to authorize and approve the proposed service agreement. The County Attorney's Office has approved the form of the services agreement that is before the Board.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL & TECHNICAL SERVICES AGREEMENT

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

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

WHEREAS, County is in need of professional services to assist in the right of way acquisition of parcels impacted by the TH8 Reconstruction Project from I-35 to Karmel Avenue; and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on March 21, 2024 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until December 31, 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Agreement and CONTRACTOR's proposal letter dated March 7, entitled "Proposal for Professional Services related to the Right-of Way Acquisition Process for TH8 Reconstruction project from I-35 to Karmel Avenue and its incorporated Work Tasks and Person-Hour Estimate attachment of said proposal letter. The same is attached hereto and incorporated herein as **Attachment A.** To the extent that the terms and conditions of the Profession & Technical Services Agreement conflict with the terms set forth in CONTRACTOR's proposal letter and Work Tasks and Person-Hour Estimate of said proposal letter, the terms and conditions of this Profession & Technical Services Agreement shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**. This contract sum does not include additional services which may be required by and through a supplemental agreement as identified on page 1 of Work Tasks and Person-Hour Estimate. Any supplemental agreement will be a separate, albeit related, contract.

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Five Hundred Eighty-Six Thousand, Two Hundred Five and No/100 Dollars ($586,205.00) as provided in **Attachment A.** This contract sum does not include additional sums which may be required by and through a supplemental agreement as identified on page 1 of Work Tasks and Person-Hour Estimate. Any supplemental agreement will be a separate, albeit related, contract.

B. Terms of Payment.

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

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

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

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

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

Name:	Brian C. Johnson, PE, Vice President
Company:	SRF Consulting Group, Inc.
Address:	3701 Wayzata Blvd., Suite 100 Minneapolis, MN 55416-3791
Telephone:	763.475.0010
E-Mail:	bjohnson@srfconsulting.com
Fax:	1.866.440.6364

VI. **CANCELLATION AND TERMINATION**.

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

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

VII. **ASSIGNMENT AND SUBCONTRACTING**.

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

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

IX. **INSURANCE**.

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

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

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

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

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

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

X. **MINNESOTA STATUTE §181.59**.

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

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

XI. **GOVERNMENT DATA PRACTICES ACT**. The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to

all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 12, 2024

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
			SUB-CONSULTANT:					
PROJECT:	TH 8 ROW Services							
	Request for Supplemental Agreement							
	This proposal is to assist Chisago County with the Right-of-Way (ROW) process for the TH 8 project in regards to mapping, platting, parcel exhibits and legal descriptions and field staking.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	**PROF. VIII-VII**	**PROF. VI**	**PROF. V**	**PROF. IV**	**PROF. III**	**TECH.**	**SUPPORT**	**TOTALS**
TASK NO.	WORK TASK DESCRIPTION								
1.0	**Project Management**								
	Description of Request - Project Management activities.								
1.1	Coordinate project guide process along with County's PM (and MnDOT) assume 2 hours/month for 18 months)	18	18	0	0	0	0	0	36
1.2	Maintain project schedule and budget (assume 1 hours/month for 18 months)	18	0	0	0	0	0	16	34
1.3	Manage internal ROW team (assume 2 hours/month x 18 months)	36	0	0	0	0	0	0	36
1.4	Coordinate with County's consultant on ROW acquisition process (assume 3 hours/month x 18 months)	18	18	0	18	0	0	0	54
	Assumptions								
	ROW services schedule is 18 months								
	Meetings will be held virtually or on-site in Chisago County								
	Agency Participation								
	Partnering Agencies will review and comment on all project deliverables and actively participate in project meetings and activities								
	Deliverables								
	Invoices and progress reports								
	Managing Project Schedule and Team								
	Copies of all correspondence								
	SUBTOTAL HOURS - TASK 1.0	**90**	**36**	**0**	**18**	**0**	**0**	**16**	**160**
	ESTIMATED LABOR AND OVERHEAD - TASK 1.0								**$35,720**
2.0	**Supplemental Survey**								
	Description of Request - Tasks for Right-of-Way exhibits, descriptions and platting work for up to 240 parcels identified as impacted by project.								
2.1	**Parcel Titles** - Review parcel title reports listing owner, property description and existing easements to be sourced from title company. Assumes 2 hours per title. See reimbursable expense below for title acquisition fee.	0	480	0	0	0	0	0	480
2.2	**Right of Way Base Map** - For the project area, a cad right of way base file will be created utilizing information from title reports, County section breakdowns, plats, MnDOT maps and other available data.	0	200	0	0	0	0	0	200
2.3	**Parcel Sketches** - Parcel sketches will be prepared for each affected parcel depicting the proposed right of way, permanent and temporary easement needs. Parcel sketches can be used in the negotiation process. Assumes 2 hours per sketch.	0	240	0	240	0	0	0	480
2.4	**Final Plats** - Right of way plats will be drafted creating right of way and easements parcels for each affected property. The plats will be recordable documents that can be referenced for acquisition purposes. Assume 16 sheets at 40 hours per sheet.	0	320	0	320	0	0	0	640
2.5	**Legal Descriptions** - Legal descriptions required for the right of way and easement acquisitions will be prepared referencing the recorded right of way plats. Assumes 1 hour per description.	0	240	0	0	0	0	0	240

CLIENT:	Chisago County		CONSULTANT:		SRF CONSULTING GROUP, INC.			
			SUB-CONSULTANT:					
PROJECT:	TH 8 ROW Services							
	Request for Supplemental Agreement							
	This proposal is to assist Chisago County with the Right-of-Way (ROW) process for the TH 8 project in regards to mapping, platting, parcel exhibits and legal descriptions and field staking.	***** ESTIMATED PERSON-HOURS *****						
	SRF STAFF CLASSIFICATION:	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	TECH.	SUPPORT	TOTALS
2.6	**Plat Monumentation** - Right of way monuments will be placed at all key points as shown on the right of way plats.	0	0	0	0	0	100	0	100
2.7	**Parcel Staking** - Field stake existing and proposed ROW for up to 240 parcels for property owner viewing. Assumes 1 hour per parcel and 10 hour days.	0	0	0	0	0	240	0	240
2.8	**Monument Verification** - Field locate survey monuments and section corners to confirm ROW map and platting accuracy. Assumes 16 days at 10 hours/day.	0	0	0	0	0	160	0	160
	Assumptions								
	Up to 240 parcels will be impacted by project.								
	Agency Participation								
	County will provide LIDAR, topographic survey, and As-built information								
	County will provide existing survey field control.								
	Deliverables								
	See above								
	SUBTOTAL - TASK 16.0	**0**	**1480**	**0**	**560**	**0**	**500**	**0**	**2540**
	ESTIMATED LABOR AND OVERHEAD - TASK 16.0								**$460,600**
	TOTAL (ALL TASKS)	**90**	**1516**	**0**	**578**	**0**	**500**	**16**	**2700**
	AVERAGE HOURLY BILLING RATES	$260.00	$200.00	$190.00	$160.00	$140.00	$150.00	$140.00	
	ESTIMATED LABOR AND OVERHEAD	$23,400	$303,200	$0	$92,480	$0	$75,000	$2,240	$496,320
	ESTIMATED DIRECT NON-SALARY EXPENSES:								$89,885
	TOTAL ESTIMATED FEE (ORIGINAL TASKS)								**$586,205**
	ESTIMATE OF DIRECT NON-SALARY EXPENSES (ORIGINAL TASKS):								
	MILEAGE:		5000	Miles @	$0.655			$3,275	
	COMMUNICATION: Mailing/Deliveries/Postage (including newsletters and postcards)							$50	
	Title Fees (for 240 parcels x $350/ea)							$84,000	
	REPRODUCTION: Plat Mylar Printing		16	Each @	$160.00			$2,560	
	ESTIMATED DIRECT NON-SALARY EXPENSES:							$89,885	

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **4**
Title of Item for Consideration: Rush City Shop Tank Removal – AET, Inc.	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires the assistance American Engineering Testing, Inc., to remove the buried fuel tank at the Rush City shop.

The County Board directed County Engineer Joe Triplett to seek the cost of removing the tank before the County could sell the shop to Rush City.

***Attachment(s)*:**

- Professional Services Agreement – AET Inc.

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement via approval. The following motion is suggested:

"Move to approve the agreement at tonight's meeting."

Implications of Action: Approval will allow Public Works to work with AET to remove the fuel tank at the Rush City shop location.

Budget/Financial Implications: The cost to remove the tank is estimated at $6,375.00.

Legal/Policy Implications: The County Board of Commissioners has the lawful discretion to authorize and approve the proposed service agreement. The County Attorney's Office has approved the form of the services agreement that is before the Board.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and., an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of environmental services for the proper closure of the former diesel fueling system at the County Highway shop in Rush City; and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on March 21, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until August 31, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS AND CONTRACT CONSTRUCTION.**

A. The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and CONTRACTOR's Proposal for Tank Closure Sampling Services dated March 5, 2024 (AET Proposal No. P-00231545), which is attached hereto and incorporated herein as **Attachment A.** The parties understand and agree that **Attachment A** includes those terms and conditions attached and incorporated thereto as found in CONTRACTOR's Environmental/Geotechnical Services Agreement.

B. The terms of the CONTRACTOR's Environmental/Geotechnical Services Agreement shall be construed to supplement and not conflict with those terms and conditions set form in this this Professional & Technical Services Contract. Notwithstanding the terms and conditions of the CONTRACTOR's Environmental/Geotechnical Services Agreement, should the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A** and its CONTRACTOR's Environmental/Geotechnical Services Agreement, the terms and conditions of the Professional & Technical Services Contract shall prevail.

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

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Six Thousand Three Hundred Seventy-five and No/100 Dollars ($6,375.00) as provided in **Attachment A.**

B. Terms of Payment.

Notwithstanding Section 11 of CONTRACTOR's Environmental/Geotechnical Services Agreement, payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work. Specifically, CONTRACTOR's sole course of remedy for County's failure to timely pay invoiced services shall be through legal action, notwithstanding Section 11.2 through Section 11.4 of CONTRACTOR's Environmental/Geotechnical Services Agreement.

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

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

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

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

Name:	Dennis McComas, PG Senior Geologist
Company:	American Engineering Testing, Inc
Address:	550 Cleveland Avenue North, Saint Paul, MN 55114
Telephone:	(651)-647-2759
E-Mail:	dmccomas@teamAET.com
Fax:	(651) 659-1379

VI. **CANCELLATION AND TERMINATION**.

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

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

VII. **ASSIGNMENT AND SUBCONTRACTING**.

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

VIII. **LIABILITY, INSURANCE AND INDEMNIFICATION.** The parties adopt Section 9 Insurance and Section 15 Mutual Indemnification of CONTRACTOR's Environmental/Geotechnical Services Agreement. Notwithstanding Section 14 Litigation Reimbursement of CONTRACTOR's Environmental/Geotechnical Services Agreement, each party shall pay for, without reimbursement from the other party, the attorney's fees expenses, costs and disbursements incurred to prosecute or defend against actions brought for breach or performance of this Professional & Technical Services Contract.

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

XI. GOVERNMENT DATA PRACTICES ACT.

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

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

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

1. CONTRACTOR - American Engineering Testing, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 12, 2024

TAB 5

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, March 06, 2024

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, March 06, 2024 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and Assistant County Attorney Jeff Fuge.

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.

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

Commissioner Greene offered a motion to approve the agenda. Friendly amendment to move item 10 to the beginning of the agenda. Motion seconded by Montzka, 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 Proclamation – Honoring the Life and Legacy of Soil and Water Conservation District Supervisor Roland Cleveland.

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

On motion by Greene, seconded by Montzka, the board moved to open the Health and Human Services Committee of the Whole at 6:35 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Dunne gave the gavel to Vice-Chair Dahlberg.

Health and Human Services Director Robert Benson provided the department updates and Health and Human Services 2023 Annual Report. ***No action was taken.***

On motion by Montzka, seconded by Dunne, the Board moved to add items 1-3 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the board moved to close the HHS Committee Board of the Whole at 7:14 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Health and Human Services 2023 Annual Report
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) HHS Committee Recommendation – Mileage Reimbursement Request
4.) Minutes from the February 21, 2024, Meeting
5.) Payment of County's Warrants and Miscellaneous Bills **Total**: $732,438.08

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.

6.) Recognition of County Staff March Anniversaries

7.) New On-Sale Liquor License Request – Abella Wedding and Events

8.) Acceptance of Donation – K9 Trial Split – U.S. Police Canine Association

RESOLUTION NO: 24/0306-1
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

On motion by Greene, seconded by Dahlberg, the Board moved to approve the 2025-2026 ARMER USER and SUBSCRIBER Agreements. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Dahlberg **OPPOSED:** Montzka.

On motion by Dahlberg, seconded by Greene, the Board moved to award and approve the CSAH 10 Reconstruction Project to Peterson Companies of Chisago City.
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 purchase of 3 new 1-Ton Work Trucks for Public Works. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents to proceed with the CLA cyber security audit and policies update. 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 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. 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 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 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 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 motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 24/0306-2, 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.

RESOLUTION NO. 24/0306-2
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.

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 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 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 a letter of support for an appropriation from the US Government for Rush Lake restoration from harmful algal blooms. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

CITIZENS FORUM
TIME – 7:40 p.m.
END TIME – 7:41 p.m.
# of SPEAKERS – 1

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

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

On motion by Greene, seconded by Montzka, the Board adjourned the meeting at 8:00 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 20, 2024

6

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $557,015.31

Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
3/22/2024	$103,585.68		3/20/2024	Commissioners Warrants
3/8/2024	$ 91,951.37			Auditor Warrants
	$195,537.05	Total		

Lake Area Bank; Derek Anklan; Sheriff; registration; $307.02
Lake Area Bank; Matthew Beckman; Sheriff; training, $75.00
Lake Area Bank; Chase Burnham; Administration; supplies; $132.00
Lake Area Bank; Jonathan Gray; Sheriff; conference; $758.75
Lake Area Bank; Ronald Istvanovich; Sheriff; supplies; $400.75
Lake Area Bank; Karen Long; Recorder; conference; $271.71
Lake Area Bank; Andrew Mahowald; Sheriff; supplies, conference; $3,775.00
Lake Area Bank; Daryl Moeller; Assessor; training; $400.00
Lake Area Bank; Joshua Olds; Sheriff; supplies; $138.52
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; $610.67
Lake Area Bank; Janet Reiter; County Attorney; supplies; $43.75
Lake Area Bank; Kurt Schneider; Environmental Services; registration, supplies; $910.00
Lake Area Bank; Barbara Shimmon; Public Works; registration; $319.00
Lake Area Bank; Joseph Tart; Parks; supplies; $29.99
Lake Area Bank; Joseph Triplett; Public Works; registration; $105.00
Lake Area Bank; Kristin Waddell; Auditor; registration; $70.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $8.06
Lake Area Bank; Todd McMurray; HHS; supplies; $399.57

- All invoices available with the Clerk of the Board

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **7**
Title of Item for Consideration: Applications for Abatements (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	***Department:*** Auditor/Treasurer

Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.

Background: The applications are for the abatement (reduction) of property tax for tax payable in 2024. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement;

- Quintin Letourneau – 02.00832.00, 02.00808.10, 02.0069.00, 02.000836.00, 04.00077.10
- Jacob Holzen – 08.00105.00, 08.00025.10, 08.00025.05
- Timothy Kuhl – 11.00874.67
- Randahl Lartch – 11.00970.62
- Gregory Swanson – 13.00080.04
- Jonathan Kubat – 15.00356.00
- Chad Christiansen – 15.00698.00
- Robert and Merle Ruby-Newson – 16.00223.00
- Susan Gustafson – 21.10705.10

***Attachment(s)*:**

- Applications for Abatement (*available with Clerk of the Board*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows:

"Move to approve the applications of abatement of taxes for the following tax parcels; 02.00832.00, 02.00808.10, 02.0069.00, 02.000836.00, 04.00077.10, 08.00105.00, 08.00025.10, 08.00025.05, 11.00874.67, 11.00970.62, 13.00080.04, 15.00356.00, 15.00698.00, 16.00223.00 and 21.10705.10."

Implications of Action: By approving the applications, the property owners will be paying the appropriate property tax in 2024.

***Budget/Financial Implications*:** Minimal impact on the County finances and budget.

***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve C EB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

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

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: March 13, 2024
Re: **March 20th Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your March 20, 2024, meeting.

Action Items:

1. Receive Directors Report
2. Stegmeir Oaks Phase 2 Preliminary Plat
3. Water Resources EOR Consultant Services Engineering Services Agreement
4. Water Resources AIS Lake Association Grant Awards & Agreements
5. Water Resources Comfort Lake Forest Lake Watershed Dist. LCCMR Letter of Support
6. Household Hazardous Waste Facility MPCA Grant Contract
7. Lake Improvement District Weir Repair/Replacement Engineering Agreement

Informational Item(s):

Board of Adjustment and Appeals:
The regularly scheduled Board of Adjustment meeting is scheduled for Thursday, March 28, 2024, at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday March 27th departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owners Jason Budzynski & Tiffany Pearson Budzynski are requesting approval of a Variance allowing the expansion of a non-conforming structure and allowing more impervious surface coverage than permitted in the Rural Residential I (RRI) District / Shoreland Management District. The .20± acre subject site is located at 1498 509th Street in Nessel Township, S22, T37, R22 (PID 06.00463.00).
2. Property owners Kelly & Tana Karnes are requesting approval of a Variance allowing the expansion of a non-conforming structure in the Rural Residential I (RRI) District / Shoreland Management District. The .30± acre subject site is located at 29305 Glader

Boulevard in Chisago Lake Township, S3, T33, R20 (PID 02.01311.00).

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, April 4th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for April 3rd departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owners Christopher & Sarah Morrisette are requesting approval of a Preliminary Plat involving the creation of two lots from a 16.4± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 45828 Brunswick Road in Fish Lake Township, S17, T36, R22 (PID 03.00212.00).

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru January 31, 2024, is $130,533 or 14% of projected 2024 revenue. The general permit activity tabulations report/table for February is under review and will be distributed at your meeting.

A highlight of 2023 annual report of activity at the Household Hazardous Waste Facility in North Branch includes:

- 2,895 Chisago County households served, up 435 (15%) from the previous year
- 220 Isanti County residents served, up 46 (21%)
- 15 Washington County residents served, up 7 (46%)
- 216 Recycle Yard only participants since the late year opening in June
- 123 Chisago County residents delivered HHW to the Washington County facility in Woodbury under our standing reciprocal agreement.
- 476 pounds of unwanted holiday lights collected, up 100 pounds (21%)
- $46,083 in direct Paintcare program (paint disposal) costs reimbursement to the benefit of the county
- Collected and processed 2,440 pounds of batteries which represents a year after year exponential increase in this popular and increasingly complex waste stream.
- Fell victim to an expensive first ever PCB contamination event involving our 1,000 gallon bulk waste oil tank, but headed off significant further environmental impact by detecting the contamination and keeping it from causing broader environmental exposure.
- Re-use distribution of HHW products collected and screened and made available to the public on a free basis included:
    - 791 gallons of paint
    - 576 aerosol cans
    - 7,897 pounds of assorted cleaners, solvents and automotive products.

    **Distribution of these products in a re-use capacity saves substantial disposal costs and provides tremendous benefit to local re-use customers.*

County Zoning, Subdivision, and Shoreland Ordinance update work will soon be introduced into the public hearing/adoption protocols process with calendar/scheduling proposals to the County Board expected in April. On February 28th, a 2nd ordinance update meeting with the Township Officers Association resulted in a full house at Franconia Town Hall and a productive ordinance related question/answer forum with township leaders. Several Planning Commissioners were present to aid and provide insights. We believe Twp. leaders are receptive to the new ordinance updates and proposals and receptive to the collaborative opportunities the process has offered and the forthcoming adoption process steps.

CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
March 7, 2024

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

Staff Present: Beth Gervais, Land Services Coordinator.

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

Approval of Agenda – ***Motion*** by John Sutcliffe to approve the agenda as presented and with the addition of Item 4.c. February 15, 2024 Special Work Session; second by Chip Yeager. The **motion passed** 6-0.

Approval of Minutes – ***Motion*** by John Sutcliffe to approve the January 4, 2024 regular meeting minutes as presented; second by Dave Whitney. The **motion passed** 6-0. ***Motion*** by Dave Whitney to approve the January 18, 2024 special work session minutes as presented; second by Chris DuBose. The **motion passed** 6-0. ***Motion*** by Chris DuBose to approve the February 15, 2024 special work session minutes as presented; second by Dave Whitney. The **motion passed** 6-0.

Receive all Materials and Submittals into Record – ***Motion*** by Chris DuBose to accept all materials and submittals into the record; second by John Sutcliffe. The **motion passed** 6-0. Materials distributed to the Planning Commission in advance of the meeting for their review included the full meeting packet with staff report and attachments. Copies of all meeting materials were made available for the public.

Public Hearings – New Applications
William & Victoria Stegmeir and Megan Stegmeir & Sierra Stukenholtz – Coordinator Gervais provided background on the request for approval of the Preliminary Plat of Stegmeir Oaks Phase 2 involving the creation of two 9.95± acre lots from a 19.90± acre tract of land. The subject site was located at 15626 392nd Street in Amador Township, S13, T35, R20 (PID 01.00252.00).

Gervais reviewed details of the subject site and surrounding area, explaining that the subject site was located in the Agricultural (AG) District as were all surrounding properties. Gervais noted that the subject site was developed with a dwelling and detached accessory structure, which were shown to be situated on proposed Lot 1, and they all currently met and would continue to meet all required structural setbacks. Gervais commented that both proposed lots complied with the County's dimensional requirements for the AG District.

The Technical / Plat Review Committee met on February 14, 2024 and no concerns were identified. The Amador Town Board reviewed the proposed Preliminary Plat on February 20, 2024 and recommended approval with no conditions. The ordinance prescribed 120-day review period was scheduled to expire on June 1, 2024.

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

Chisago County Board of Commissioners
March 20th, 2024
66

Chair Wille invited the applicants and property owners to address the Planning Commission. Property owner William Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz were present and available to address questions and concerns. The Commission had no questions for the property owner or applicants.

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

Motion by Chris DuBose to adopt Resolution No. PC2024-0301, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Stegmeir Oaks Phase 2, with conditions as presented; second by John Sutcliffe. The **motion passed** 6-0.

Conditions:

1. The Preliminary Plat of Stegmeir Oaks Phase 2 is approved per plat drawing dated signed February 2, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

Public Hearings – Continued Hearings – None

Old Business – None

New Business – None

Communications and Reports

County Board Liaison Report / Update – County Commissioner Greene reported that the County Board approved new ARMER user / subscriber agreements for 2025 and 2026, with increased fees, and shared that there would be significant changes to the public safety radio system in 2027 which would result in significant expenses. John Sutcliffe inquired if the equipment on towers would need to be replaced. Commissioner Greene confirmed that new equipment would be necessary. County Commissioner Dahlberg reported that the County Board would be considering and prioritizing upcoming road projects.

Miscellaneous

Resolution No. 24/0221-3 – Chair Wille noted that the Planning Commission received a copy of the resolution recently adopted by the County Board pertaining to the Planning Commission and Board of Adjustment and Appeals policy on Commission / Board structure, meeting order and general procedure. Jim McCarthy noted that the adopted resolution adequately addressed the Commission's concerns related to conflict of interest.

Commissioner Dave Whitney – Dave Whitney shared that there was current legislation (HF 4009 and SF 3964) which pertained to residential development within all Minnesota cities. Whitney explained that these bills included significant changes to density and dimensional requirements, noting that, even if these bills didn't impact townships, they had potential to significantly impact cities within the County. The Planning Commission had a lengthy discussion about various aspects and impacts of the proposed legislation.

DRAFT

Chisago County Board of Commissioners
March 20th, 2024
67

Commissioner Chip Yeager – Chip Yeager shared that the Board of Adjustment and Appeals met on February 29, 2024 and discussed, in relation to a recent Variance request, the possibility of increasing the maximum allowable amount of accessory storage space in the Rural Residential Districts from 2,000 sf to something greater. Yeager added that this was a very common Variance request, which indicated to him that 2,000 sf may be too low. Chris DuBose noted that the Planning Commission Work Group had agreed to increase this number from 2,000 sf to 2,400 sf at a past work session. Gervais commented that the Board's February 29th discussion included the possibility of increasing the maximum square footage to something even greater than 2,400 sf. Gervais added that increasing the maximum allowable amount of accessory storage space would ultimately help the larger Rural Residential properties but the smaller Rural Residential properties would still be subject to the 5% standard. Chris DuBose suggested a tiered system. John Sutcliffe, also being a member of the Board of Adjustment and Appeals, noted that another possibility would be to not count attached garages toward the overall amount of accessory storage space. Chris DuBose and Chip Yeager offered support for this idea. Gervais cautioned that the Planning Commission should consider either increasing the maximum allowable amount or eliminating attached garages from the equation but not necessarily both. Chip Yeager noted that either change would eliminate the number of Variance requests received by the County but it was still unknown if this change would be in the best interest of the County. Ultimately, the Planning Commission agreed to consider the issue and continue discussion at a future work session or meeting. Jim McCarthy offered support for a tiered system of establishing how much accessory storage space would be allowed based on acreage.

March 21, 2024 Special Work Session – Chair Wille noted that the next work session was scheduled for March 21, 2024 and inquired if this work session was necessary or if it should be cancelled. Gervais noted that updated draft documents had not yet been received following the Commission's February 15, 2024 work session and she did not believe that there would be any changes to the current drafts resulting from the February 28, 2024 Chisago County Association of Township Officers (CCATO) presentation. Commission members discussed next steps, ultimately agreeing that staff would forward the draft ordinances to the County Board for review, once received from the consultant, and inform the County Board that the Commission would like to schedule a public hearing. Dave Whitney commented that, if there was to be a change to the maximum allowable amount of accessory storage space, it could be made during the public hearing process. It was agreed that the March 21, 2024 special work session would be cancelled and the next meeting would be the regular meeting of April 4, 2024.

Adjourn Meeting – ***Motion*** by John Sutcliffe to adjourn the meeting; second by Chip Yeager. The **motion passed** 6-0. The meeting was adjourned at 7:29 p.m.

_____ ATTEST: _____

Jolene Wille
Chair

Beth Gervais
Land Services Coordinator

DRAFT

Chisago County Board of Commissioners
March 20th, 2024
68

Chisago County Request For Board Action

Meeting Date: March 20, 2024	***Item Number:*** **9**
Title of Item for Consideration: William Stegmeir & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz Preliminary Plat of Stegmeir Oaks Phase 2	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: William Stegmeir & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz are requesting Preliminary Plat approval of Stegmeir Oaks Phase 2. The subject 19.9 acre property is proposed to be divided into two 9.95± acre lots. The property is generally located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street in Amador Township, parcel ID 01.00252.00

At their meeting of March 1, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (7-0) of the preliminary plat, per Resolution No. PC2024/0301. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 120-day agency action deadline is, June 1, 2024. Among the options for the County Board at tonight's meeting are the following:

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

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Stegmeir Oaks Phase 2 Preliminary Plat. The recommended motion is as follows:

"Move to Approve Resolution No. 24/0320-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Stegmeir Oaks Phase 2 located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street (PID 01.00252.00)

in Amador Township"
Implications of Action – Recommended Board action grants approval of the Stegmeir Oaks Phase 2 Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board. ***Budget/Financial Implications***: None. ***Legal/Policy Implications***: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.

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

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0320-XX
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF STEGMEIR OAKS PHASE 2

WHEREAS, property owners William Stegmeir & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz submitted an application dated received January 26, 2024 and considered complete on February 2, 2024 for the Preliminary Plat of Stegmeir Oaks Phase 2; and

WHEREAS, the property owners and applicants desire to create two 9.95± acre lots from the 19.90± acre subject site; and

WHEREAS, the subject site is generally located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street in Amador Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 01.00252.00
The Northeast Quarter of the Southwest Quarter of Section 13, except the East Half of the East Half of the Northeast Quarter of the Southwest Quarter, Section 13, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, notice was provided and on March 7, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicants and property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Stegmeir Oaks Phase 2 with conditions per Resolution No. PC2024-0301; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Stegmeir Oaks Phase 2 and the Planning Commission's recommendation at its March 20, 2024 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Stegmeir Oaks Phase 2, subject to the following conditions:

1. The Preliminary Plat of Stegmeir Oaks Phase 2 is approved per plat drawing dated signed February 2, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

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

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

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

Approved: March 20, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Preliminary Plat of Stegmeir Oaks Phase 2

William & Victoria Stegmeir

Megan Stegmeir & Sierra Stukenholtz

15626 392nd Street

Amador Township

PID 01.00252.00

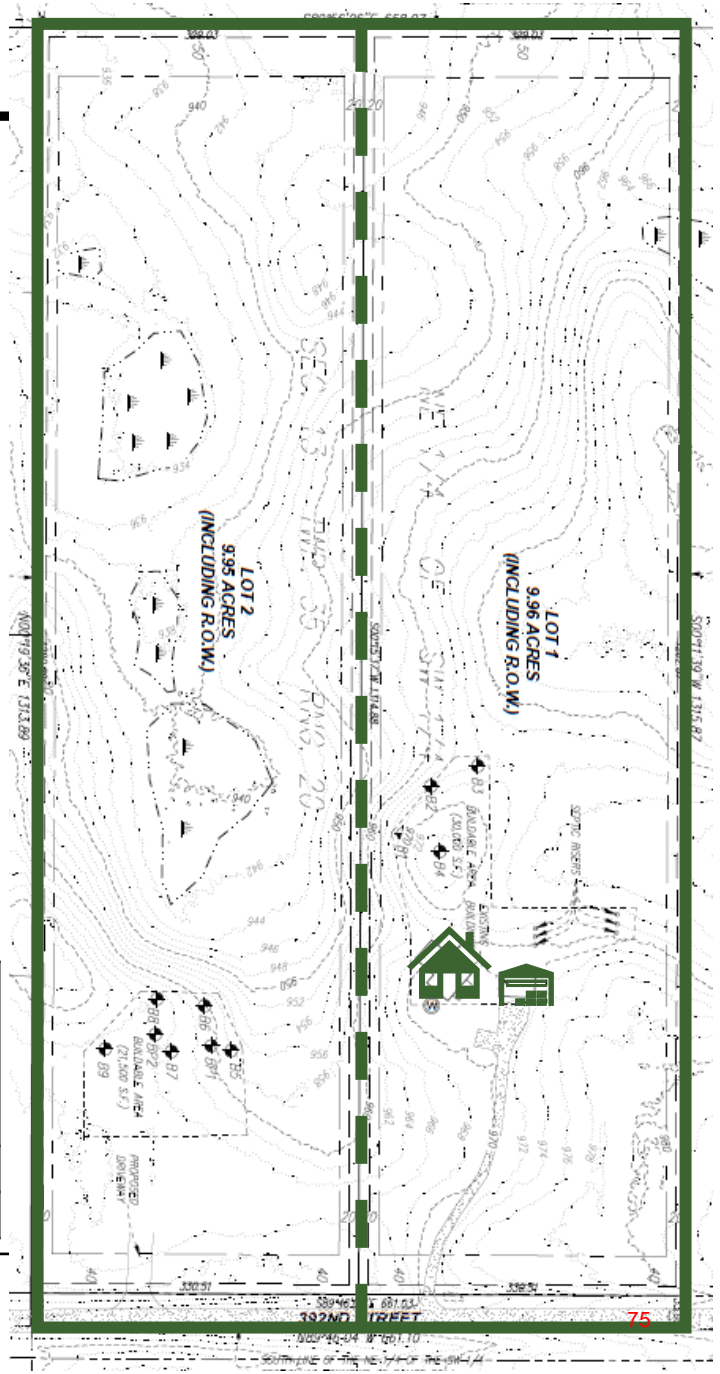
SITE ANALYSIS

- Subject site is 19.90± acres in size.
- Generally located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street in Amador Township.
- Subject site and all surrounding properties are located in the Agricultural (AG) District.
- Surrounding properties range in size from 5 acres to 95 acres.
- Subject site is currently developed with a dwelling and detached accessory structure. Both existing structures will be situated on proposed Lot 1 and they currently meet / will meet all required structural setbacks.



PROPOSAL ANALYSIS

The property owners and applicants wish to create two lots from the 19.90± acre tract of land, with each lot being approximately 9.95± acres in size. As proposed, both lots comply with the County's dimensional requirements for the AG District.



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

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1	9.96± acres	330'±	1,314'±	30,000 sf
Lot 2	9.95± acres	330'±	1,314'±	21,500 sf

REVIEW PROCESS



Technical Review Committee
February 14, 2024

No concerns were identified



Amador Town Board
February 20, 2024

Recommended approval with no conditions



Review Period

The ordinance prescribed 120-day review period expires on June 1, 2024

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, **staff recommends approval** of the Preliminary Plat of Stegmeir Oaks Phase 2 with conditions.

Recommended Conditions:

1. The Preliminary Plat of Stegmeir Oaks Phase 2 is approved per plat drawing dated signed February 2, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS & ACTION REQUESTED

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Stegmeir Oaks Phase 2 with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Stegmeir Oaks Phase 2 based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The ordinance prescribed 120-day review period expires on June 1, 2024.

Action Requested

Motion to adopt Resolution No. PC2024-0301, a resolution recommending approval of the Preliminary Plat of Stegmeir Oaks Phase 2, with conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Stegmeir Oaks Phase 2
15626 392nd Street, Amador Township
DATE: March 7, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Stegmeir Oaks Phase 2, involving the creation of two lots from a 19.90± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s):	William & Victoria Stegmeir
Applicant(s):	Megan Stegmeir & Sierra Stukenholtz
General Location:	15626 392nd Street Amador Township Section 13, Township 35, Range 20
PIDs:	01.00252.00
Property Area:	19.90± Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Received:	January 26, 2024
Date Application Complete:	February 2, 2024
120-Day Review Period:	June 1, 2024



BACKGROUND

Property owners William & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz are seeking approval of the Preliminary Plat of Stegmeir Oaks Phase 2. The property owners and applicants wish to create two lots from the 19.90± acre tract of land, with each proposed lot being approximately 9.95 acres in size.

SITE & PROPOSAL ANALYSIS

The 19.90± acre subject site is generally located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street in Amador Township. The subject site and all surrounding properties are located in the Agricultural (AG) District.

Topography of the subject site includes rolling elevations ranging from 934' to 980' with areas of heavy forestation and no wetlands. The site is currently developed with a dwelling and detached accessory structure. Both existing structures are shown to be situated on proposed Lot 1 and they currently meet / will meet all required structural setbacks.

Surrounding properties range widely in size from five acres to 95 acres, with most surrounding properties being used for residential and/or agricultural purposes.

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

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1	9.96± acres	330'±	1,314'±	30,000 sf
Lot 2	9.95± acres	330'±	1,314'±	21,500 sf

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

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

REVIEW PROCESS

The Technical / Plat Review Committee met with property owner William Stegmeir and applicant Megan Stegmeir on February 14, 2024 and no concerns were identified. The soils report and wetland delineation have been reviewed by County staff and both were found to be accurate.

The Amador Town Board reviewed the proposed Preliminary Plat at its February 20, 2024 meeting and recommended approval with no conditions.

Preliminary Plats, per the Chisago County Subdivision Ordinance, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on June 1, 2024.

WRITTEN TESTIMONY

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

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the Preliminary Plat of Stegmeir Oaks Phase 2 with conditions and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Stegmeir Oaks Phase 2 is approved per plat drawing dated signed February 2, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Stegmeir Oaks Phase 2 with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Stegmeir Oaks Phase 2 based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The ordinance prescribed 120-day review period expires on June 1, 2024.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0301, a resolution recommending approval of the Preliminary Plat of Stegmeir Oaks Phase 2, with conditions as presented or amended.

ATTACHMENTS

1. Application materials
    a. Application
    b. Preliminary Plat drawing
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2024-0301

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 2024-00085-PZ1

Township Amador **S/T/R** Sec 13 T35 R20 **PID#** 01.00252.00

Project Address 15626 392nd St. Center City MN 55012

Property Owner(s) William Stegmeir and Victoria Stegmeir

Mailing Address (If Different from Project Address) _____

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

Applicant(s) Megan Stegmeir and Sierra Stukenholtz

Mailing Address (If Different from Project Address) _____

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

Type of Request (Check All That Apply)

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

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

Description of Request (Attach Separate Sheet if Necessary) Approval of a preliminary plat of two ~~one~~ ten-acre lots out of a 20 acre tract located: Section 13 Township 035 Range 020 W ½ of NE ¼ of SW ¼.

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

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

[signature] [signature] 1-25-2024

Applicant Signature **Date of Application**

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

Fees		Dates	
Base Fee	$ 500—	Application Received	1-26-24
Recording Fee	$ 46—	Application Complete	2-2-24
Plat Fee – No Road(s) / With Road(s)	$ 150	60 / 120 Day Review Period	6-1-24
Septic Compliance Fee	$	Extended Review Period	
Wetland Fee	$ —		
TOTAL FEE	$ 696—		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Amador **S/T/R** Sec 13 T35 R20 **PID#** 01.00252.00

Project Address 15626 392nd St. Center City MN 55012

Property Owner(s) William and Victoria Stegmeir

Mailing Address (If Different from Project Address) _____

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

Applicant(s) Megan Stegmeir and Sierra Stukenholtz

Mailing Address (If Different from Project Address) _____

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

Type of Request (Check All That Apply)

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

Description of Request (Attach Separate Sheet If Necessary) Approval of a preliminary plat of two ~~two~~ ten-acre lot outs of a 20 acre tract located: Section 13, Township 035 Range 20 W ½ of NE ¼ of SW ¼.

Applicant Signature — 1-25-2024 Date of Application

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

****

Date of County Public Hearing MARCH 7, 2024 **Date of Township Presentation** FEB 20, 2024

Township Action Taken (Township Use Only)

☒ Recommendation of Approval ☐ Recommendation of Denial

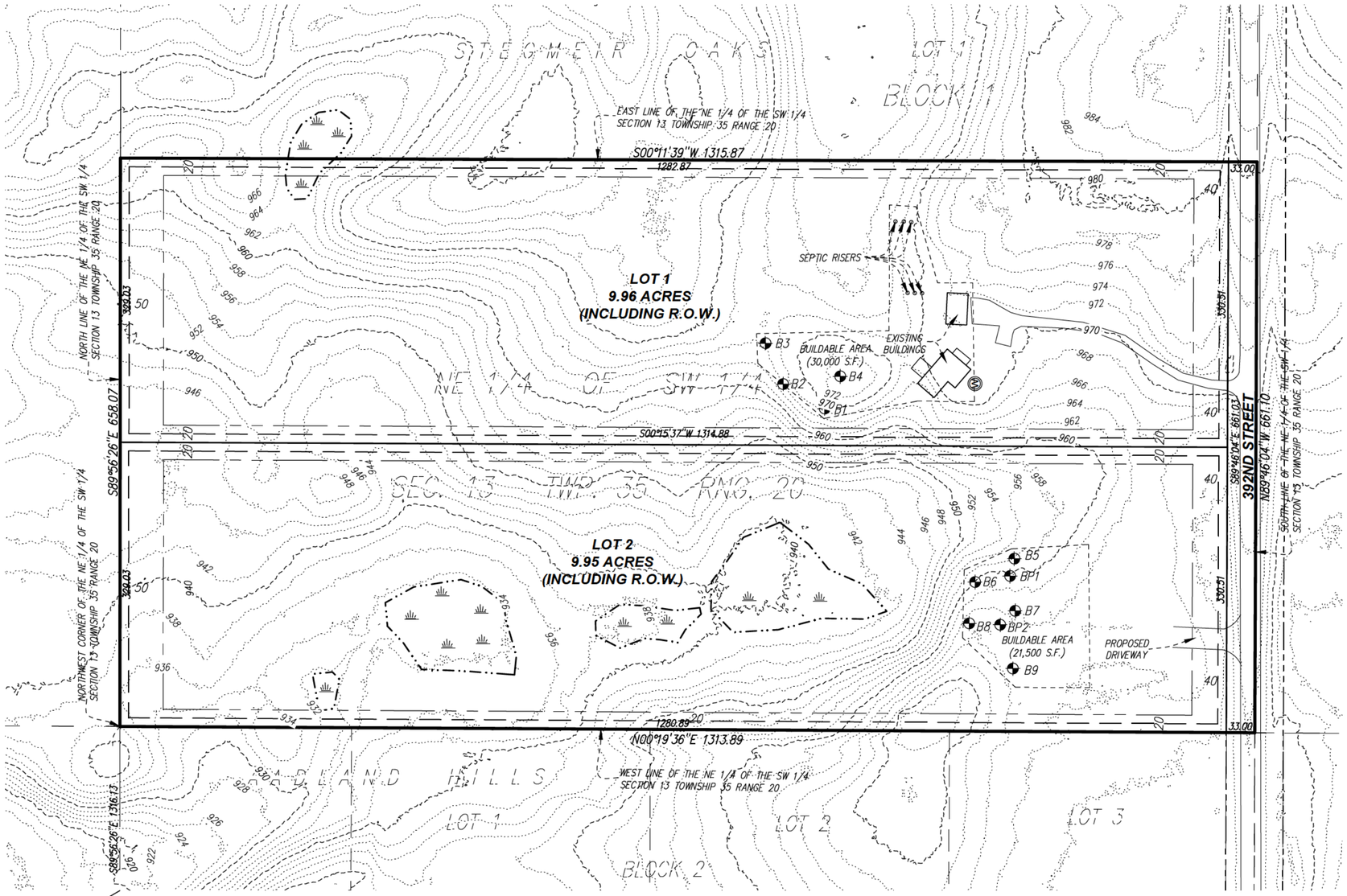
Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

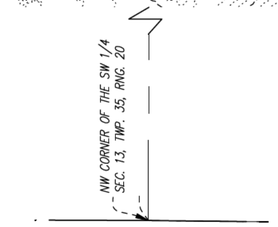
No conditions

Signatures of Township Officials or Authorized Personnel

Preliminary Plat of
STEGMEIR OAKS PHASE 2

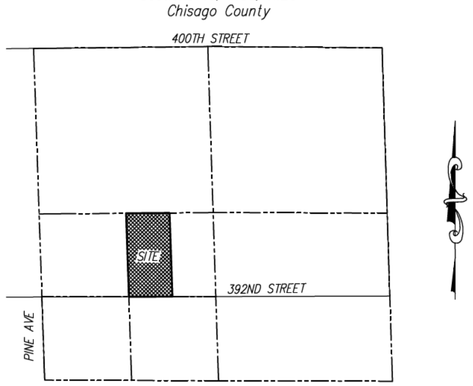
COUNTY OF CHISAGO
AMADOR TOWNSHIP
SEC. 13, T. 35, R. 20





0 25 50 100 200
(SCALE IN FEET)

VICINITY MAP
Sections 13, T.35, R.20
Chisago County



LEGEND
◆ *DENOTES SOIL BORING*

ZONING
AGRICULTURAL ZONING DISTRICT

40' Front Setback From Township Road Right of Way

20' Side Setback (Dwelling & Attached Garage)

50' Rear Setback

135' from Centerline of County Roads

PRESENT OWNER
William D & Victoria L Stegmeir
15626 392nd Street
Center City, MN 55012

PROPERTY DESCRIPTION
The West 1/2 of the Northeast 1/4 of the Southwest 1/4

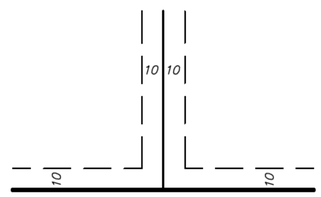
LOT AREAS (Includes right of way)
Lot 1 – 9.96 Acres
Lot 2 – 9.95 Acres

FLOOD ZONE
THIS SITE IS INCLUDED ON FLOOD INSURANCE RATE MAP–COMMUNITY PANEL NUMBER 27025C0200D. THE SUBJECT PROPERTY IS WITHIN FLOOD ZONE 'X'.

NOTE
Soil borings shown hereon are per map provided by Josh Putt with Custom Fit Homes, Inc, Lindstrom, MN.

NOTE REGARDING HIGH WATER ELEVATION
A review of the topography of the area surrounding this plat boundary reveals an overflow elevation of approximately 940 for the wetland closest to the building sites. Based on this elevation the highest anticipated water elevation on the subject property is assumed to be 942.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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

COPYRIGHT 2022 BY LHB, INC. ALL RIGHTS RESERVED.

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

Print Name: Kyle J. Roddy License # 42627

Signature: Date: 2/2/2024

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

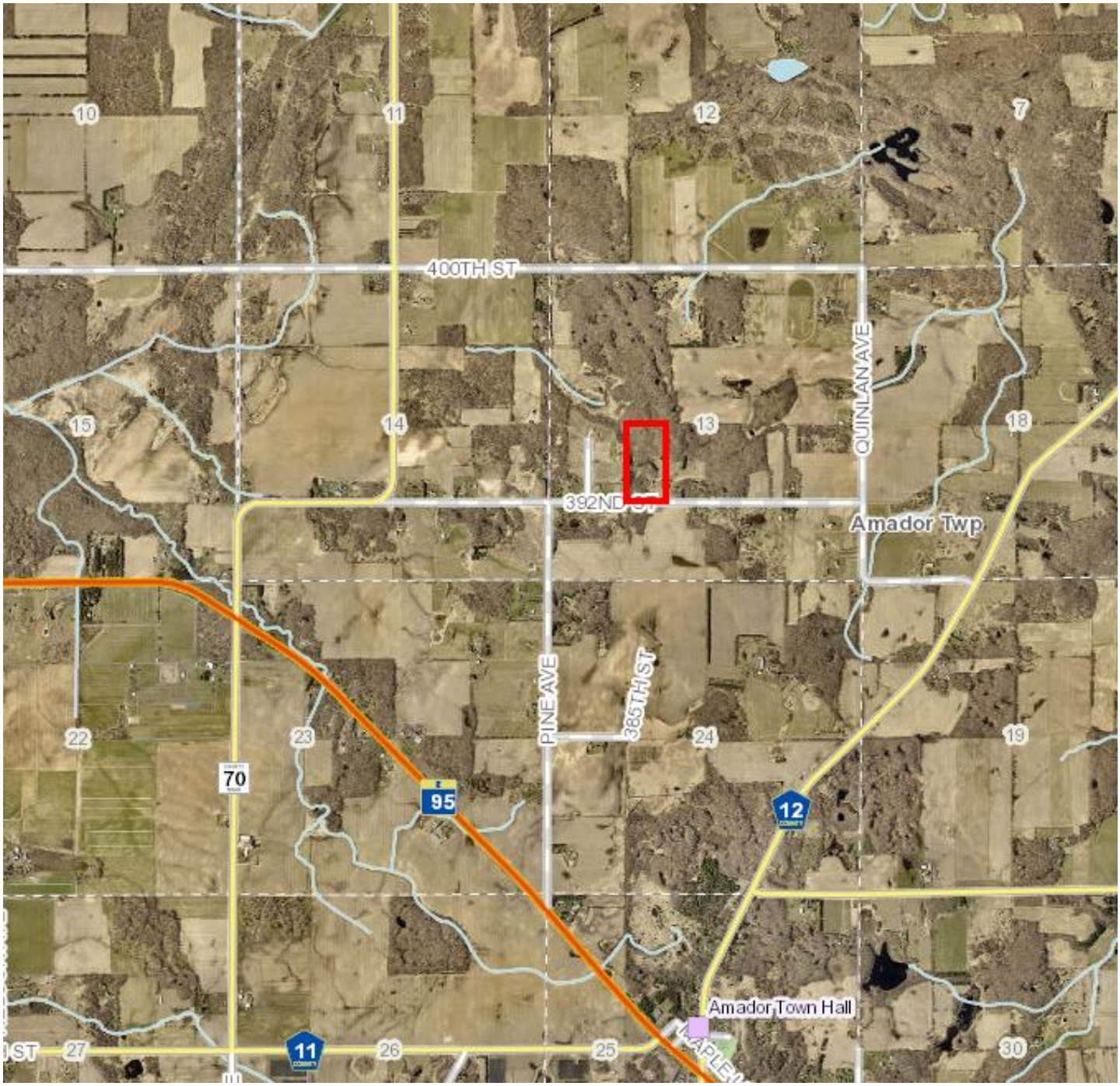
William & Victoria Stegmeir and Megan Stegmeir & Sierra Stukenholtz – Property owners William & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz are requesting approval of a Preliminary Plat involving the creation of two lots from a 19.90± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 15626 392nd Street in Amador Township, S13, T35, R20 (PID 01.00252.00).

Stegmeir Property -



William & Victoria Stegmeir and Megan Stegmeir & Sierra Stukenholtz – Property owners William & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz are requesting approval of a Preliminary Plat involving the creation of two lots from a 19.90± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 15626 392nd Street in Amador Township, S13, T35, R20 (PID 01.00252.00).

Stegmeir Property -



RESOLUTION NO. PC2024-0301
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF STEGMEIR OAKS PHASE 2

WHEREAS, property owners William Stegmeir and Victoria Stegmeir and applicants Megan Stegmeir and Sierra Stukenholtz submitted an application dated received January 26, 2024 and considered complete on February 2, 2024 for the Preliminary Plat of Stegmeir Oaks Phase 2; and

WHEREAS, the property owners and applicants desire to create two lots from the 19.90± acre subject site; and

WHEREAS, the subject site is generally located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street in Amador Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 01.00252.00
The Northeast Quarter of the Southwest Quarter of Section 13, except the East Half of the East Half of the Northeast Quarter of the Southwest Quarter, Section 13, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, notice was provided and on March 7, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant(s) and/or property owner(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Stegmeir Oaks Phase 2 was consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Stegmeir Oaks Phase 2 is approved per plat drawing dated signed February 2, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 7th day of March, 2024.

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

_____
Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: March 20, 2024	***Item Number:*** **10**
Title of Item for Consideration: General Engineering and Administrative Services Agreement with Emmons & Olivier Resources, Inc. (EOR)	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: On September 7, 2022, Environmental Services Department staff submitted an ARPA Funding Requests memo outlining Water Resources projects, purchases and programs recommended for ARPA funding. On November 16, 2022, the Chisago County Board of Commissioners approved several of the ARPA fundings requests submitted by the Environmental Services Department, including $100,000 for developing countywide Lake Management Plans.

Background: Water Resources staff held a meeting on November 11, 2023, with presidents and leadership members of the seven lake associations in the county to determine their needs and priorities to develop countywide lake management plans. In addition, Water Resources staff developed a survey for lake associations to complete to provide additional input and comments to help determine lake association needs and interest for lake management planning.

During the in-person meeting, and through the online survey, lake association members indicated the need for lake management planning, specifically for aquatic invasive species management and control, watershed management, and more comprehensive wildlife/fishery, shoreline and water quality protection, and watershed management. Lake association members also suggested selecting their own consultant or the county coordinating the planning process and consultant selection.

On January 8, 2024, the Chisago County Water Plan Policy Team reviewed the results from the online survey, options to develop limited or comprehensive plans, and contracting with a consultant to determine a plan or criteria to best select and prioritize lakes and plan types. The Policy Team recommended working with a consultant to prioritize lakes and to determine which lakes would benefit the most, and would have the best cost value, for having lake management plans.

On March 11, 2024, the Chisago County Water Plan Policy Team reviewed the EOR draft 2024 Lake Management Planning Assistance Work Plan to select and prioritize lakes and lake management plan types and passed a motion to recommend funding the planning assistance work plan and completing the scope of work by August 2024.

The General Engineering and Administrative Services Agreement Between Chisago County Environmental Services Department and Emmons & Olivier Resources, Inc. (EOR) attached outlines the Scope of Work for water resources consulting services and assistance totaling $18,840 as follows:

A. Exhibit A - General Engineering Services Scope of Work; up to $10,000,
B. Exhibit B – EOR 2024 Hourly Fee Schedule; and
C. Exhibit C – EOR Memo 2024 Lake Management Planning Assistance Work Plan; $8,840.

Within the scope of services, EOR will be able to assist in water resource management regarding specific questions, projects, and programs such as groundwater, lake and stream water quality monitoring, and One Watershed, One Plan program consultation. The agreement continues the countywide advancement of water resources work and activities and is supported within the water

resources general budget allocation of up to $10,000. The Exhibit C scope of services further details Lake Management Plan assistance of $8,840 supported by approved ARPA funding of $100,000.

It is requested that the Chisago County Board of Commissioners approve the General Engineering and Administrative Services Agreement Between Chisago County Environmental Services Department and Emmons & Olivier Resources, Inc. (EOR) including Exhibit A, B, and C.

***Attachment(s)*:**

- Exhibit A – General Engineering Services Scope of Work
- Exhibit B – EOR 2024 Hourly Fee Schedule
- Exhibit C - EOR 2024 Lake Management Planning Assistance Work Plan
- ARPA Treatment Grant for Lake Associations Survey Results Summary

Action Requested/Recommended: The County Board is respectfully requested to approve the General Engineering and Administrative Services Agreement Between Chisago County and Emmons & Olivier Resources, Inc. (EOR). The following motion/s is suggested:

"Move to Approve the 2024 General Engineering and Administrative Services Agreement Between Chisago County and Emmons & Olivier Resources, Inc. (EOR) including Exhibit A, B, and C as presented at tonight's meeting:"

Implications of Action: Recommended Board action would authorize Chisago County to receive expertise and assistance from EOR in water resource management consultations, recommendations, programming, and lake management planning.

***Budget/Financial Implications*:** The General Engineering Services Scope of Work activities will be implemented using up to $10,000 in County Water Plan funding 611. The Lake Management Planning assistance up to $8,840 will be implemented using ARPA funding and there are no direct county levy budget implications at this time.

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

Administrator's Recommendation

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

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Attachment A

Swift Contract No: 242908
AI: 107156
Activity ID: PRO20240001

Project Title: Chisago County – One Stop Shop

1. **Project summary**

Organization: Chisago County

Grantee contact: Lisa Thibodeau

Title: Solid Waste Administrator

Address: 39649 Grand Ave., North Branch, MN 55056

Phone: 651-213-8923

Email: lisa.thibodeau@chisagocountymn.gov

Minnesota Pollution Control Agency (MPCA) contact:

MPCA project manager: Danielle Drussell

Title: Environmental Specialist

Address: 520 Lafayette Rd. N. St. Paul, MN 55155

Phone: 218-302-6611

Email: Danielle.drussell@state.mn.us

Project totals: Grant: $249,766.00 Match: $260,410.00 Project total: $510,176.00

Start date: February 2024 End date: May 31, 2027

2. **Statement of project details:** The Chisago County Household Hazardous Waste (HHW) Facility in the City of North Branch has been a fixture on the county's environmental front for 23 years. The facility started operations in the year 2000, taking in both residential and small business hazardous waste for recycling and disposal; this keeps toxics and chemicals out of the garbage that ends up at the 5-county landfill - the East Central Solid Waste Commission in Mora MN. The Facility also serves Isanti County and has a reciprocal use contract with Washington County.

The Facility's use has seen exponential growth over the years, and it is in need of safety and efficiency upgrades in order to handle a greater volume of materials and to keep relevant with today's changing waste streams. This includes recent environmental efforts to push waste higher up the hierarchy, as well as to emphasize waste reduction & reuse and to not solely focus on recycling and disposal.

Therefore, this project proposes the following improvements to the Facility:

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

a. Increase usable floorspace in order to bring in more waste.
b. Increase the efficiency of the flow through the Facility to handle more types of materials.
c. Make the current footprint more flexible to handle new waste reduction and reuse efforts.

Towards these goals, in 2016, Chisago County hired an architectural engineering firm to develop a total site build out plan for the HHW Facility, which encompassed 4 phases. The overhaul and modernization of the Facility proposed in this grant application consists of the following phases:

- **UPGRADE HHW FACILITY WAREHOUSE:** This phase will increase efficiency of the HHW workflow and allow the facility to grow. Supplies, recycling, and trash will be moved out of the working space (into a cold storage building detailed below), and the open end of the existing structure will be enclosed, adding 640 sq ft to the warehouse floor space. This will increase warehouse floor-space by 64%, and enable the workflow to become much more efficient. Waste will come in the front door and work its way logically and efficiently through the facility, eliminating bottlenecks, double handling, and constant rearranging of full lab-packs and gaylords due to space constraints of the small 1000 sq. ft. warehouse.

  This improvement will allow more materials to enter the facility. Once there is space for more waste, plans are to add more public open hours to the facility to capture more materials. Currently the facility is open one day a week (Monday afternoon/evening), plans are to open one more day (Wednesday morning/early afternoon). More open hours would not only allow for more HHW collection, but would enable the Recycle Yard and Plastic Film collections to also be open for the additional hours allowing more of those materials to come into the Facility.

  Staffing levels at the HHW Facility currently consists of two part-time workers, and a new seasonal part-time position. After upgrades, the Facility Coordinator position is scheduled to go full-time after retirement of the current Coordinator, and the seasonal position (now in place) will be hired at the beginning of the busy summer season, which will allow for more processing of waste. The efficiencies outlined above will also save staff time which will allow for other activities.

  The 23+ year old mechanicals and safety equipment in the warehouse will also be upgraded for staff safety, including items such as the ventilation fan in the HHW warehouse, all adding to worker efficiency and time savings.

- **ADD RECYCLE YARD:** This phase was completed successfully with the help of an MPCA Greater MN Recycling and Composting Grant FY 2021 and opened June of 2023. The goal of the yard was to increase accessibility and eliminate barriers for residents to recycle, as well as to educate residents on eliminating contamination in order to make recycling sustainable.

  The yard was built with the idea of starting with a baseline of collecting single-sort type materials, but additional material collections were part of the long-term plan. One of the materials discussed was collecting useable construction & demolition (C&D) materials. Better Futures Minnesota recently contacted the East Central Solid Waste Commission, to discuss a possible venture between the two, as they had received a waste reduction grant and were looking for opportunities at outstate transfer stations and landfills. During initial discussions, the new Chisago Recycling Yard was brought up as a possible place to hold useable C&D collection events for county residents, where they could bring usable C&D items that Better Futures could cherry-pick through and sell at the Transfer Station or at their ReUse warehouse in Minneapolis. Discussions with the ECSWC are just initial at this point, but Better Futures has indicated that

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

they would be willing to look at doing event collections at the Recycle Yard.

- **ADD COLD-STORAGE BUILDING**: A cold-storage garage will be added to the recycling yard, just to the rear of the HHW Facility. This building will facilitate moving supplies out of the warehouse (empty drums, gaylords, and other shipping supplies and containers) to free-up valuable warehouse floorspace which will allow for more waste to come into the warehouse, and a more efficient workflow (no double-handling/moving of waste) as detailed above.

  This building will also allow for the collection of materials currently not collected at the facility but that end up in the waste stream. The items anticipated to be collected are:

  Small Scrap Metal - defined as smaller than 2' cubed. The County's East Central Solid Waste Commission garbage transfer station in Cambridge already accepts regular sized scrap metal. But smaller single metal items most likely end up in the garbage, as it is not efficient for a resident to travel all the way to Cambridge to drop off one small item (such as a lawnmower blade). According to the 2013 Statewide Waste Characterization Report, discarded metals in the trash are not a large portion, but (minus beverage containers) make up about 3.5% of the waste stream. If the County offers this collection to residents, some of this metal will be captured.

  Small tabletop appliances - such as those line-itemed in the current State of Minnesota Recycling of Used Electronics contract H-90(5) with Dynamic, defined as "Miscellaneous Electronics for Household Contract Users: telephones, adding machines, calculators, stereos, speakers, and kitchen countertop appliances. Again, according to the 2013 Statewide Waste Characterization Report, "All Other Electronic Items" (besides laptops, monitors, TVs & printers) equal about 1% of the waste stream, and the "Appliance/Furniture" together equal about 3% of the waste stream. Totaled together, it is guesstimating that small appliances make up approximately 2.5% of the waste stream and are currently thrown in the trash by residents.

  OFFICE SPACE REMODEL: The HHW facility also hosts a 1000 sq. ft. office area, adjacent to the warehouse. It is currently divided in two by a non-load bearing wall between office cubicles and a meeting room. The plan is to eliminate the wall and open up the floorspace. With the use of modular cubical walls, the space can be adjusted to current needs. The office space is where the HHW product reuse area is located. This area will be upgraded from a few current shelves, to an inviting and upgraded retail area, separate from the office, where guests can browse items being given away for free. With the increase in materials coming in from warehouse efficiencies and expanded hours, along with advertising for residents to "bring in unwanted but useable chemicals to pass on to others", use of the One Stop Shop - Reuse Store will only grow.

- The newly opened office space will have worktables that allow for events such as Fix-It-Clinics and small Swap Events. In August of 2023, ReUse Minnesota held a Fix-It-Clinic and Swap Workshop for the east central MN area at Chisago County, which was successfully attended by area city, faith, and environmental groups. It showed there was interest in partnering with the County to hold these types of events. A large open workroom with outside access under the rear HHW roof overhang, would be a good space to hold smaller clinics and swaps. The space allows for an outside component for such things as small engine Fix-Its, which ReUse MN said were a novel idea as you can't hold those indoors where most Fix-It Clinics are held.

  The County has also been approached by ReUse Minnesota about supporting and joining in their efforts in applying for an MPCA grant to help setup Fix-It Clinics. This would dovetail with the County having the space, staffing and local connections, in order to hold successful events.

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

3. **Goal statement:** The Goal of this project is to upgrade and modernize the Chisago County Household Hazardous Waste Facility in order to expand from its household hazardous waste mission into a "One-Stop" environmental shop for area residents. The efficiencies gained through this project in work-flow and floor-space expansion will allow for more operational hours, which will in turn bring in more materials, allowing the Facility to divert a greater tonnage of toxic materials out of the waste stream for disposal, recycling or reuse; increase the current collection of traditional recyclables and film plastics; as well as expand into new materials that residents currently have no options but to toss – small table-top appliances/brown-goods, small scrap metal, and reusable C&D materials. The project also expands the roll of reuse at the Facility through more processing of reusable HHW materials back out to the free shelves at the Facility and sets up a Fix-It Clinic and Swap circuit with other partners in the County.

4. **Project Evaluation plan:**

Objective 1: Project Planning

Task A: Sign MPCA grant contract

Task B: Hire architect to create project plans

Task C: Create project plans

Task D: Contractor project bidding

Time frame: February 2024 – May 31, 2027

Objective 2: Construction

Task A: Warehouse – Phase I Construction (enclose warehouse, move flam shed)

Task B: Warehouse – Phase II Construction (upgrade safety and mechanicals, install sliding door)

Task C: Office – Phase IV Construction (new product reuse retail area, set-up fix-it clinic and reuse area, upgrade mechanicals)

Time frame: February 2024 – May 31, 2027

Objective 3: New program implementation, education, and evaluation

Task A: Education (expand HHW, recycle yard collection/drop-off hours, implement new collection for scrap metal, small appliances, reusable C&D, implement fix-t clinics and swaps)

Task B: Education and public outreach on new programming and collection opportunities

Task C: Evaluation (document grant development, evaluate environmental outcomes, lessons learned/success and failures)

Time frame: February 2024 – May 31, 2027

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

Objective 4: Reporting

Task A: Progress reporting with each invoice, at least quarterly

Task B: Final report

Time frame: February 2024 – May 31, 2027

5. Anticipated measurable environmental outcomes:

Description	Baseline annual quantity before project (lbs/yr)	Estimated change in annual quantity from project objectives (lbs/yr)	Estimated annual quantity at end of project (lbs/yr)	Estimated economic savings (total dollars)	Estimated greenhouse gas reduction	Other Estimation
Reuse/Repair/Rent-**HHW Reuse**	14,013 lb	33.7 lb / open hour	7005 lb / yr	$10,000	(0.28 MTCO2E)	
Reuse/Repair/Rent-**Fix-It-Clinics**	0	250 lb / event	4 events / yr = 1000 lb	Avg 10 lb ea * $20 new = $2000	(2.5 MTCO2E)	
Reuse/Repair/Rent-**Swap Events**	0	500 lb / event	4 events / yr = 2000 lb	Avg 5 pc cloth / lb x tn = 10,000 pc x $10 new = $100,000	(2.36 MTCO2E)	
Reuse/Repair/Rent-**C&D Collect Events**	0	1000 lb / event	1 event / yr = 1000 lb	Avg 25 lb ea x $25 salvage = $1000	(1.23 MTCO2E)	
Recycling-**SS Yard**	104,000 lb	250 lb / open hour	52,000 lb / yr	$1695 wages + $245 taxes	(146,898 MTCO2E)	
Recycling-**Metal**	0	1-gaylord quarter / yr	225 lb * 4 = 1000 lb	.06 * 1000 lb = $60	(2.17 MTCO2E)	
Recycling-**Small appliances**	0	2 gaylord quarter / yr	343 lb * 8 = 2744 lb	.20 / lb = $548 to recycle	(7.51 MTCO2E)	

Progress and success of this project will be measured by:

- The number of users for each service can be measured. When residents access services at the HHW, they must sign in with name & address, and record which services they are accessing (currently HHW, SS Recycling, Sharps, Plastic Film, or a combo). Therefore, the number of users to existing services can be analyzed to see if they are increasing, and the number of new users for “Small Appliance” and “Small Scrap Metal” drop-off can be recorded and measured.

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

- The Tonnage of materials will be analyzed, including materials already collected - such as Single-Sort Recycling and HHW, to see if there is an increase in materials collected, and to gauge the amount of new materials collected.
- Success will be the implementation of a Fix-It Clinic and Swap circuit set up with in the County, along with local partnership involvement (cities, faith-groups, etc.), that is sustainable into future years.
- Progress will be assessed with periodic and regular reporting and invoice to the grant manager, to make sure the project is adhering to the work plan and budget.
  Residents taking items off the Reuse shelves must sign a legal disclaimer, thus the County keeps track of number of visits and can note an increase. The pounds of products put out on the shelves is also measured, and any increase will be measured.

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 13

County Name: CHISAGO

Effective: 2023-12-26

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: CHISAGO (13)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
103*	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2023-12-26	28.29	20.41	48.70
		2024-05-01	30.04	21.16	51.20
104*	FLAG PERSON	2023-12-26	41.66	23.74	65.40
		2024-05-01	43.39	24.24	67.63
105*	WATCH PERSON	2023-12-26	38.03	23.39	61.42

Chisago County Board of Commissioners
March 20th, 2024
96

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2024-05-01	39.76	23.89	63.65
106*	BLASTER	2023-12-26	34.26	18.54	52.80
107	PIPELAYER (WATER, SEWER AND GAS)	2023-12-26	42.40	23.49	65.89
		2024-05-01	45.13	24.24	69.37
108*	TUNNEL MINER	2023-12-26	40.40	23.49	63.89
		2024-05-01	43.13	24.24	67.37
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2023-12-26	40.40	23.49	63.89
		2024-05-01	43.13	24.24	67.37
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2023-12-26	39.81	22.59	62.40
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2023-12-26	38.06	21.84	59.90
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2023-12-26	46.99	25.20	72.19
202*	BOOM TRUCK	2023-12-26	37.83	18.65	56.48
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT	2023-12-26	28.29	20.41	48.70

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS				
		2024-05-01	30.04	21.16	51.20
204*	OFF-ROAD TRUCK	2023-12-26	41.73	22.85	64.58
205*	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2023-12-26	30.45	17.64	48.09
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2023-12-26	30.15	6.91	37.06
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3 *		2023-12-26	42.81	25.20	68.01
		2024-04-29	45.01	26.40	71.41
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4 *		2023-12-26	42.49	25.20	67.69
		2024-04-29	44.67	26.40	71.07
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
345	GPS REMOTE OPERATING OF EQUIPMENT				
347	HYDRAULIC TREE PLANTER				
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357	PUGMILL				
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360	SCRAPER				
361	SELF-PROPELLED SOIL STABILIZER				
362	SLIP FORM (POWER DRIVEN) (PAVING)				
363	TIE TAMPER AND BALLAST MACHINE				
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE				
GROUP 5		2023-12-26	28.35	6.91	35.26
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372	FORM TRENCH DIGGER (POWER)				
375	HYDRAULIC LOG SPLITTER				
376	LOADER (BARBER GREENE OR SIMILAR TYPE)				
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379	POWER ACTUATED JACK				
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
384	STUMP CHIPPER AND TREE CHIPPER				
385	TREE FARMER (MACHINE)				
GROUP 6 *		2023-12-26	38.06	25.00	63.06
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389	DREDGE DECK HAND				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR					
GROUP 1 *		2023-12-26	45.24	22.85	68.09
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2 *		2023-12-26	48.88	25.20	74.08
		2024-04-29	50.64	26.40	77.04
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3 *		2023-12-26	47.35	25.20	72.55
		2024-04-29	49.05	26.40	75.45
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE UP TO 200 FEET				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4 *		2023-12-26	46.99	25.20	72.19

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2024-04-29	48.68	26.40	75.08
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5 *		2023-12-26	44.91	25.20	70.11
		2024-04-29	46.51	26.40	72.91
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6 *		2023-12-26	43.28	25.20	68.48
		2024-04-29	44.82	26.40	71.22
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7 *		2023-12-26	42.06	25.20	67.26
		2024-04-29	43.55	26.40	69.95
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8		2023-12-26	16.10	6.00	22.10
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS					
GROUP 1 *		2023-12-26	32.85	9.02	41.87
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2023-12-26	24.10	6.91	31.01
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3 *		2023-12-26	22.50	6.50	29.00
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4 *		2023-12-26	28.00	9.56	37.56
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2023-12-26	49.04	31.70	80.74
702*	BOILERMAKERS	2023-12-26	44.37	30.55	74.92
		2024-01-01	46.00	31.93	77.93
703	BRICKLAYERS	2023-12-26	45.47	25.76	71.23
		2024-05-01	48.51	25.76	74.27
704	CARPENTERS	2023-12-26	43.94	27.89	71.83
		2024-04-29	46.49	27.89	74.38
705	CARPET LAYERS (LINOLEUM)	2023-12-26	43.65	25.53	69.18
		2024-04-29	46.20	25.53	71.73
706	CEMENT MASONS	2023-12-26	46.46	23.47	69.93
		2024-04-29	49.21	23.47	72.68
707	ELECTRICIANS	2023-12-26	50.74	34.06	84.80
708*	ELEVATOR CONSTRUCTORS	2023-12-26	57.49	43.71	101.20
		2024-01-01	59.95	44.53	104.48
709*	GLAZIERS	2023-12-26	46.73	25.50	72.23
		2024-06-03	49.73	25.50	75.23
710*	LATHERS	2023-12-26	45.40	25.40	70.80
		2024-04-29	47.95	25.40	73.35
712	IRONWORKERS	2023-12-26	43.00	34.11	77.11
		2024-04-28	46.00	34.11	80.11
714	MILLWRIGHT	2023-12-26	41.70	31.81	73.51
715*	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2023-12-26	42.40	26.49	68.89
		2024-04-29	44.70	26.49	71.19

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
716*	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2023-12-26	41.14	27.05	68.19
717	PIPEFITTERS . STEAMFITTERS	2023-12-26	53.94	33.30	87.24
		2024-05-01	57.14	33.30	90.44
718*	PLASTERERS	2023-12-26	45.98	23.99	69.97
		2024-06-01	48.78	23.99	72.77
719	PLUMBERS	2023-12-26	52.60	31.10	83.70
720	ROOFER	2023-12-26	44.65	21.89	66.54
		2024-05-06	46.65	21.89	68.54
		2024-11-04	48.65	21.89	70.54
721	SHEET METAL WORKERS	2023-12-26	50.46	33.32	83.78
722	SPRINKLER FITTERS	2023-12-26	41.02	26.09	67.11
		2024-04-01	41.02	26.67	67.69
723*	TERRAZZO WORKERS	2023-12-26	45.47	24.14	69.61
		2024-04-29	48.27	24.14	72.41
724*	TILE SETTERS	2023-12-26	40.83	29.15	69.98
		2024-04-29	43.43	29.15	72.58
725*	TILE FINISHERS	2023-12-26	35.32	21.62	56.94
726*	DRYWALL TAPER	2023-12-26	40.12	28.08	68.20
		2024-04-29	42.86	28.08	70.94
727	WIRING SYSTEM TECHNICIAN	2023-12-26	44.61	20.16	64.77
728	WIRING SYSTEMS INSTALLER	2023-12-26	31.25	16.34	47.59
729*	ASBESTOS ABATEMENT WORKER	2023-12-26	37.63	23.36	60.99
		2024-01-01	39.86	24.11	63.97
730*	SIGN ERECTOR	2023-12-26	32.37	19.40	51.77

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	2024-06-01	34.12	19.40	53.52

Project Name |	DRAFT 2024 Lake Management Planning Assistance	**Date** |	3/12/2024
To / Contact info |	Susanna Wilson		
From / Contact info |	Anne Wilkinson, PhD, Greg Graske, PE		

EOR was requested to provide lake management planning assistance in 2024. The following scope of work outlines the anticipated tasks and the costs of performing those tasks.

Proposed Tasks

Task 1: Meetings

EOR will participate in up to three meetings with Chisago County staff (and others as desired). The meetings will include discussion about the County's goals for the lake management plans, discussion of possible plan options (examples are described in Task 3 below), and discussion prioritization parameters for lake management plan funding allocations (described in detail in Task 2 below).

EOR Fee: 6 hours = $1,092 for preparation and meeting attendance

Assumptions: Assumes meetings will be held remotely.

Task 2: Lake Data and Survey review

EOR will review a) lake data, including past management plans, monitoring reports, and past lake management activities, and b) lake association survey information, to aid in the development of the lake management plan options (Task 3) and the prioritization recommendations (Task 4).

EOR Fee: 10 hours = $1,820 for content review

Assumptions: The county will provide survey information and access to any relevant lake information.

Task 3: Lake Management Plan Options

EOR will discuss several different lake management plan options including a variety plan scopes and the topics, examples outlined below. The summaries of the different options will include the scope of the lakes included in the plan, plan life span, lake management topics included in the plan, and the estimated cost.

The different scopes of management plans could include:

- Individual lake plans
- Chain of lakes/watershed regional plans
- Single county-wide plan

The lake management plan topics could include:

- Comprehensive plans including water quality, recreation, and ecological planning
- Vegetation management
- Eutrophication management

EOR Fee: 18 hours = $3,328 to generate different lake management plan options with cost estimates and summarize them in a memo.

Task 4: Prioritization Recommendations

EOR will layout the prioritization criteria to help allocate funding for management planning. Examples of possible criteria include water quality, lake characteristics, available lake data, past management activities, and non-technical criteria (i.e. demographics, available support, and level of interest from lake associations and lake users). EOR will work with County staff to develop the appropriate prioritization criteria.

EOR Fee: 14 hours = $2,600 to summarize prioritization recommendations in a memo.

Project Schedule and Cost

This scope of work is for Lake Management Planning Assistance to be completed in August 2024. EOR can start on the tasks outlined above as soon as authorized and the available data is provided. Total cost for the proposed scope is $8,840.

GENERAL ENGINEERING AND ADMINISTRATIVE SERVICES AGREEMENT BETWEEN CHISAGO COUNTY AND EMMONS & OLIVIER RESOURCES, INC.

This Agreement is made and entered into between Chisago County, located at 313 North Main Street, Center City, Minnesota, and Emmons & Olivier Resources, Inc., at 1919 University Avenue W, Suite #300, St. Paul, Minnesota, 55104, hereinafter referred to as "CONSULTANT, on the following Recitals and Terms and Conditions:

RECITALS

WHEREAS, Chisago County Environmental Services Department, Water Resources Division endeavors to retain a qualified water resources engineering services CONSULTANT seeking expertise in water resource management consultations, recommendations, and programming;

WHEREAS, CONSULTANT is a qualified engineering firm, with expertise, appropriate licensures, and specialties in the area of water resource engineering, water quality, channel and structure maintenance, and invasive species management;

WHEREAS, the capabilities of the CONSULTANT and their personnel currently meet the needs of Chisago County Environmental Services Department and

THEREFORE, based upon the mutual consideration of the parties, the County and the CONSULTANT hereby enter into this Agreement, effective for the time set forth herein, consisting of the following terms and conditions:

I. TERM OF CONTRACT. This Agreement shall have a term from January 1, 2024 through December 31, 2024, effective upon the date the final required signature is obtained by County. Notwithstanding, the date of execution, the CONSULTANT 's obligation under this Agreement is retroactive to January 1, 2024 and CONSULTANT agrees to furnish services to the County through ng December 31, 2024 or as may be terminated herein, or as extended by mutual agreement prior to the expiration of the term.

II. CONTRACT DOCUMENTS. The Agreement of the County and the CONSULTANT consists of the terms and conditions contained in this Agreement, together with the terms and provisions of incorporated documents, and those contained in any subsequent amendment or memorandum that modifies this Agreement or extends the term of this Agreement. At the time of execution of this Agreement, the incorporated documents of this Agreement, each of which are attached here to, are as follows:

A. Exhibit A - General Engineering Services Scope of Work; up to $10,000
B. Exhibit B – EOR 2024 Hourly Fee Schedule; and
C. Exhibit C – EOR Memo 2024 Lake Management Planning Assistance Work Plan; $8,840
    a. Total: $18,840

III. CONSULTANT'S DUTIES AND STANDARD OF PERFORMANCE. While this Agreement remains in effect, CONSULTANT will provide the County with those services described in Exhibit A and Exhibit C, along with any and all additional services to which the parties mutually agree. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily

Draft in Review

used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

IV. CONSIDERATION AND TERMS OF PAYMENT.

A. CONSULTANT shall be compensated for all services performed under the Agreement at the hourly fee rates contained in Exhibit B. Additionally, the County agrees to reimburse CONSULTANT for those expenses identified and described in Exhibit B. Any increase or modification of rates or expenses must be mutually agreed to before the incurrence of the same.

B. INVOICING AND PAYMENT.

Notwithstanding language in Exhibit B to the contrary, the County will promptly pay the CONSULTANT within 30 days after receipt of an invoice from CONSULTANT that itemizes the fees and expenses incurred for the services performed. All services provided by the CONSULTANT pursuant to this Agreement shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONSULTANT's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONSULTANT shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONSULTANT within thirty (30) days of completion of the work.

V. CANCELLATION AND TERMINATION

A. Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

i. Termination by either party shall require at least 30 days written notice to the other party to this Agreement.

ii. The CONSULTANT will provide true and correct copies (including paper, electronic, photo, and digital) of all working and archived files in the possession of the CONSULTANT to the County within 30 days after termination of the Agreement.

iii. Cancellation of Agreement by the County - The Cancellation Notice shall state specifically what, if any, ongoing Administrative Services or Work is to be completed by CONSULTANT within the remaining 30-day cancellation period. The CONSULTANT shall be entitled to full compensation for all satisfactory work performed to the date of the Cancellation Notice and through the cancellation period (and all costs in connection therewith) which have been performed in accordance with the terms and provision of this Agreement if authorized in the cancellation notice.

iv. Cancellation of agreement by CONSULTANT - The CONSULTANT shall remain responsible for completing and satisfactorily fulfilling obligations under each authorized Task Order. The County shall have available to it any remedies available in law or equity. By agreement of the parties to this agreement the CONSULTANT may complete

Draft in Review

services and/or projects authorized under an executed Task Order or arrange for mutually agreed upon alternative provider(s).

VI. AUTHORIZED REPRESENTATIVE AND LIASION All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

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

Name:	Kurt Schneider
Department:	Director of Environmental Services
Address:	313 North Main Street, Suite #240, Center City, MN 55012
Telephone:	651- 213-8374
E-Mail:	kurt.schneider@chisagocountymn.gov
Fax:	651-213-8385

B. The authorized representative of the CONSULTANT for the purpose of administration of this contract is:

Name:	Greg Graske, PE, Water Resources Engineer
Company:	Emmons & Olivier Resources, Inc.
Address:	1919 University Avenue W, Suite #300, St. Paul, Minnesota, 55104
Telephone:	651-203-6025
E-Mail:	ggraske@eorinc.com
Fax	651-770-2552

C. Liaison: To assist the parties in the day-to-day performance of the Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the CONSULTANT and the County. The parties shall keep each other informed, in writing, of any change in the designated liaison. At the time of the execution of this Agreement the following persons are designated as liaisons:

For County:
Susanna Wilson Witkowski
Water Resource Manager
651-213-8380
Susanna.Wilson@chisagocountymn.gov

For Consultant:
Anne Wilkinson, Ph.D., EIT
Limnologist/Water Quality Scientist
651-770-2552
awilkinson@eorinc.com

Draft in Review

VII. USE OF DOCUMENTS

A. All documents (defined to include all text, digital, video, regardless of the manner in which the information is created, collected, stored, utilized or maintained by the parties) as a result of this Agreement are instruments of service in respect to the services provided. CONSULTANT shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not services are continued or project(s) completed.

B. Within thirty (30) days, at the natural conclusion of the term of this Agreement or upon Termination or Cancellation, Chisago County Environmental Services shall receive from the CONSULTANT full, complete, printed signed and sealed copies of all current working or service documents, as well as all archived documents and files held by Consultant relative to Chisago County Environmental Services. Consultant shall be reimbursed for cost of creating copies.

C. The CONSULTANT grants to the County a perpetual license to use the documents and files as the County deems appropriate, subject to the following limitations: (1) The County acknowledges that documents and files are not intended or warranted to be suitable for additional use, application or reliability for other projects or endeavors, without written verification or adaptation by the CONSULTANT; (2) Use, re-use or modification of the documents without written verification, completion, or adaptation by the CONSULTANT, as appropriate for the specific purpose intended, will be at the County's risk, without liability or legal exposure to CONSULTANT, except as provided herein; (3) the County shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by the Consultant; (4) Such limited license to the County does not create any rights in third parties.

VIII. INSURANCE AND INDEMNIFICATION

A. CONSULTANT agrees to procure and maintain at all times, at its expense:

i. Workers' Compensation insurance as required by law;

ii. Automobile Liability insurance of $1,500,000 combined single limit for bodily injury and property damage covering all vehicles including hired vehicles, owned by CONSULTANTS and non-owned vehicles;

iii. Commercial General Liability insurance of $3,000,000 aggregate amounts;

iv. Professional Liability insurance of $2,000,000 aggregate; and

v. Coverage maintained by CONSULTANT, for a single incident/claims or for any number of claims arising out of a single incident, in coverage amounts greater than those limits set forth in Minn. Stat. Sec. 466, shall in no way constitute a waiver of the tort liability limits afforded the County by law.

B. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, their managers, advisors, agents, attorneys, accountant, other

Draft in Review

consultants and employees from and against any and all costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused or incurred solely due to the negligent acts or omissions of the CONSULTANT, or CONSULTANT's officers, directors, partners, employees, and any subcontractors or agents in the performance and furnishing of CONSULTANT's services under this Agreement.

C. To the fullest extent permitted by law, the County on its own behalf, shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, subcontractors or agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the County, their manager's advisors, agents attorneys accountant, other consultants and employees with respect to this agreement.

IX. RECORDS, AUDIT AND RETENTION

A. Pursuant to Minn. Stat. 16C, Subd. 5 the CONSULTANT agrees that the County, the State 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 CONSULTANT and involve transactions relating to this agreement.

B. The CONSULTANT agrees to maintain these records for a period of six (6) years from the date of the natural conclusion or termination of this agreement.

X. GOVERNMENT DATA PRACTICES ACT. The CONSULTANT and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONSULTANT in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONSULTANT or County. In the event the CONSULTANT receives a request to release the data referred to in this clause, the CONSULTANT must immediately notify County. County will give the CONSULTANT instructions concerning the release of the data to the requesting party before the data is released.

XI. MERGER AND MODIFICATION

A. It is agreed and understood that the entire agreement between the parties is contained herin and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached, as provided for in Section II. d. (above) of this Agreement.

B. Any material alternations, variations, modification or waivers of provision of the Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

XII. SEVERABILITY If any provision of this agreement is held invalid or unenforceable, the remaining provision shall be valid and binding upon the parties. One or more waivers by either party

Draft in Review

of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

XIII. CONTROLLING LAW This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

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

(Signatures are found on the following page.)

Draft in Review

IN WITNESS HEREOF, the parties have executed this Agreement on the dates indicated below and shall be binding upon the parties for the times set forth above.

AS TO FORM:

JANET REITER
COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge, Assistant County Attorney

Date: _____

For Chisago County:

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

Attest: _____
Clerk to the Board

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

For Emmons & Olivier Resources, Inc.:

By: _____
Name: _____
Title: _____
Date: _____

This instrument was acknowledged before me on _____, by _____ the _____(title) of _____(company name), who, being duly sworn, represent and warrants that he/she is authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be legally binding obligation of the entity.

Sworn before me this ___ day of _____, 20__

_____
Notary Public

Draft in Review

EXHIBIT A

General Engineering Scope of Work

a. Generally, the CONSULTANT shall perform all professional engineering or consulting services the CONSULTANT is qualified to provide and which the Chisago County Board of Commissioners is authorized to direct. These general services may include, but are not limited to, the planning, design and construction support services for capital improvement projects or studies engineering and economic analyses related to the project financing and implementation, wetland delineations, natural resources inventories, water monitoring, data collection and preparation of databases, general and technical administration support.

b. More specifically, upon request of the Chisago County Environmental Services Department, CONSULTANT shall provide the following services during the term of this Agreement:

   i. Attend bi-monthly Chisago County Water Plan Policy Team meetings, as requested (Chisago County Environmental Services shall provide 10 days' notice of request for attendance.);

   ii. Provide progress reports at meetings, as requested; if a meeting is not attended by CONSULTANT, a written progress report will be provided in advance of the meeting;

   iii. Attend special meetings or committee meetings, as requested by Chisago County Environmental Services;

   iv. Investigate "specific problems" or "technical issues" and provide recommendations for appropriate action in response to the identified circumstances;

   v. Perform site visits within Chisago County in order to recommend engineering solutions and recommend appropriate action;

   vi. Coordinate with independent contractors and governmental agencies to assist in identifying the permits that are required for maintenance or County authorized construction activities;

   vii. Submit all necessary permitting paperwork;

   viii. Review plans and specification submitted by developers, cities, the County or other persons or entities;

      1. The CONSULTANT will provide comments on said plans and specifications to Chisago County Environmental Services and the governmental unit that has permitting authority over the project.
      2. The review and subsequent comments will be provided in advance of scheduled meetings wherein said plans and specifications will be discussed and/or approved by Chisago County and governmental unit(s).

   ix. Provide recommendations for proposed projects or studies;

Draft in Review

x. Attend city council meetings, city planning commissions meetings, or county commissioner meetings to advocate for the interests of Chisago County Environmental Services, provide technical services updates, or request support for activities projects or studies;

Draft in Review

Exhibit B

EOR 2024 HOURLY FEE SCHEDULE

<INSERT PDF>

Draft in Review

Exhibit C

EOR Memo 2024 Lake Management Planning Assistance Work Plan

<INSERT PDF>

Draft in Review

Chisago County Request For Board Action

Meeting Date: March 20, 2024	***Item Number:*** **11**
Title of Item for Consideration: Lake Associations 2024 - 2025 Aquatic Invasive Species Treatment and Education Grants	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: On September 7, 2022, Environmental Services Department staff submitted an ARPA Funding Requests memo outlining Water Resources projects, purchases and programs recommended for ARPA funding. On November 16, 2022, the Chisago County Board of Commissioners approved $250,000 for developing a Water Resource Match grant program for lake associations within Chisago County.

On April 5, 2023, the Chisago County Board of Commissioners approved the Aquatic Invasive Species (AIS) Treatment and Education Grant application, program criteria, and grant agreement for lake associations for 2023 – 2024. On May 17, 2023, the County Board approved grant applications and agreements submitted by the seven lake associations located within the county. In 2023, the county awarded a total of $64,780.62 in grant funds, of which $5,219.38 was left unspent and has been combined and rolled over to the 2024 grant award.

On February 7, 2024, the Chisago County Board of Commissioners approved the 2024 – 2025 AIS and Education Grant Application, including:

- Reallocating the initial request of $40,000 in ARPA Water Resources Grant funding for reducing internal loading of phosphorus in lakes countywide to the AIS Treatment and Education grants, and
- Combining the 2024 and 2025 Base and Littoral Area Grants to use in 2024 as lake associations may request or to use in 2025.

Of the total $250,000 in ARPA Water Resource Match funding, $185,219.38 remains for the 2024 – 2025 grant awards.

Background: The combined AIS treatment and education ARPA grant award available for the 2024 – 2025 is $185,220. The total award available for 2024 is $92,610 *($46,305 in base award and $46,305 in grants based on a percentage of littoral area on lakes within each lake association).* The grant amounts are allocated to each lake association with a 501(c)(3) status within Chisago County, and the list of eligible grant activities, are shown in the grant application attached.

The grant application period for the 2024 – 2025 AIS and Education Grants for lake associations opened on February 8, 2024, and applications were due on March 8, 2024. On March 11, 2024, the Chisago County Water Plan Policy Team reviewed grant applications and funding requests submitted by the seven lake associations located in the county and passed a motion recommending grant award amounts as shown in Table 1 below. There are $135,022.39 in total requests for 2024-25 noting that four of the Associations have requested advance of their 2025 funding as combined with 2024.

Table 1: 2024 - 2025 AIS Treatment and Education Grant Requests Received

Eligible Grant Activities	Center Lakes	Chisago-Lindstrom Lakes	Comfort Lakes	Goose Lake	Green Lake	Pioneer Lake Homeowners	Rush Lake Improvement
Award Year	24/25 Combined	2024	24/25 Combined	24/25 Combined	24/25 Combined		2024
Control	$25,995.56	$9,557.29	$5,780	$18,955	$33,604.20	$0	$18,733.44
Maintenance		$2,500					
Survey or Delineations		$2,800	$4,000			$0	$2,250
Carp Activities			$5,000				
Education or Outreach	$5,000		$1,000	$794.74		$0	
Total Grant Requests	**$30,995.56**	**$14,857.29**	**$15,780 ($14,832.16 available)**	**$19,749.74**	**$33,604.20**	**$0**	**$20,983.44**

Lake associations will receive grant reimbursement after providing an Activities Report showing the work completed for projects and programs requested in their grant application. The Activities Report is due by October 4, 2024.

If a lake association has not spent its awarded funds in 2024, those remaining funds will be combined and rolled into 2025 grant processing. All ARPA Water Resources Grant Funding must be spent by December 31, 2025, and will be allocated/committed by end of year 2024.

***Attachment(s)*:**

ARPA Treatment Grant Agreements, Applications and Requests submitted by the following lake associations:

- Center Lakes Association
- Chisago-Lindstrom Lakes Association
- Comfort Lakes Association
- Goose Lake Association
- Green Lake Association
- Pioneer Lake Homeowners Association
- Rush Lake Improvement Association

Action Requested/Recommended: The County Board is respectfully requested to approve the 2024 - 2025 Aquatic Invasive Species Treatment and Education Grant applications and agreements as identified in Table 1: 2024 - 2025 AIS Treatment and Education Grant Requests Received. The following motion is suggested:

"Move to award an ARPA funded Aquatic Invasive Species Treatment and Education Grant and execute a corresponding Grant Agreement with each of the Lake Associations identified in Table 1: 2024 - 2025 AIS Treatment and Education Grant Requests Received in the sum corresponding to each such lake association as identified therein."

Implications of Action: Recommended Board action would authorize Chisago County to extend grant agreements and reimburse qualified lake associations as requested in their application submitted for the 2024 - 2025 Aquatic Invasive Species Treatment and Education Grant.

***Budget/Financial Implications*:** The 2024 – 2025 Aquatic Invasive Species Treatment and Education Grants will be implemented using ARPA funding. There are no direct county levy budget implications at this time.

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

Administrator's Recommendation

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

ARPA Treatment and Education Grants, Lake and Vegetation Management Planning, and Coalition of Lake Associations (COLA) for Lake Associations Survey Results Summary
1-8-24

Lake Association	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11
	Early notice. Wider Range. Use grant for multiple seasons.	Yes, but at what cost?	AIS management or control.	Select a consultant.		No	Would like to see what looks like as currently network with neighboring associations.		Yes		
Goose	Amount of grants and what applied to.	Cannot afford a LMP, no funds left for treatment.			Would the county pay for LMP?	Yes, board meets 1st Wed of the month at Fish Lake Township Hall.	Only limited time for volunteers for their lake association.		Yes	Water quality, AIS, and methods to increase great water quality.	
	Last year's plan seemed good.	Yes	Watershed management.	Select a consultant.		No	Yes	Informal.			Assistance in finding other funding sources. Other grants available in state.
Comfort	Current formula is fair. AIS activities could supplement boat inspect funds. Add maintaining and restoring natural shoreline habitat and emergent water plans to the grant.	No, already covered from local watershed district.	AIS management or control. Wildlife/fishery & nutrient management, shoreline & water quality protect, rec & watershed mgmt. *All covered under a watershed plan.	Coordinated at county level, esp. chain of lakes. Northern lakes & all lakes benefit from funds overseen by county water department.	No	No, have this type of planning currently. Focus county resources on other lakes.	Yes, would be interesting and helpful.	Meeting one or two times a year to share lake needs and activities management ideas.	Good way to start.	Anything water related…. adult water fair, activities, ed, water business, and professional trade show s to support water improvements in the county.	We would support an enhanced county department singularly focuses on surface and ground water issues.
Pioneer	Interested in treatment of AIS.	No.									
CLA		Yes	AIS management or control. Wildlife/fishery management, shoreline and water quality protection, watershed management.	Depends on cost.		CLA spring meeting is the second week of June.	Yes	Informal	Yes	AIS applying for grants, monitoring for AIS, aquatic plant ID, lake stewardship, ecological effects from wave boats.	Any educational events to help educate general public on lakes/rivers.

Chisago County Request For Board Action

Meeting Date: March 20, 2024	***Item Number:*** **12**
Title of Item for Consideration: Letter of Support - Legislative-Citizen Commission on Minnesota Resources (LCCMR), Environment and Natural Resources Trust Fund (ENRTF) Application	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services
Previous Action on this Matter: None.	

Background: Comfort Lake-Forest Lake Watershed District (CLFLWD) and Minnesota Lakes and Rivers (MLR) are submitting an application for the LCCMR, 2025 ENRTF Request for Proposal (RFP).

Each year, LCCMR welcomes proposals for projects of all sizes that aim to protect, conserve, preserve, and enhance Minnesota's air, water, land, fish, wildlife, and other natural resources. The LCCMR reviews applications and makes funding recommendations to the Minnesota Legislature from the ENRTF. Approximately $90 million is anticipated to be available from the Trust Fund through this RFP for projects beginning July 1, 2025. Most projects funded are two to three years in duration. Proposals must be submitted by March 27, 2024.

CLFWD and MLR are submitting an application request of $346,000 to fund the following projects:

1. AIS Prevention at Priority Boat Launches: Using grant funds to purchase boat cleaning stations/tools and perform enhanced public outreach/signage.
2. Shoreline Buffer Restorations/Enhancements on Priority Lakes: Using grant funds to restore priority shorelines on priority lakes and perform enhanced public outreach/promote stewardship.
3. Educational Materials: Using grant funds to purchase materials including the Shoreline Guide to Lake Stewardship, and
4. Community-Based Outreach to Target Audiences.

Chisago County implements an Aquatic Invasive Species (AIS) Prevention Aid Program and provides watercraft inspections and decontamination and education on AIS at public water accesses located throughout the County. Chisago County will partner with CLFLWD, MLR, and other water resource organizations to implement the proposed project, including aquatic invasive species prevention. If the grant is fully awarded, Chisago County will commit $15,000 in-kind for seasonal Watercraft Inspector staff time to the project at the following priority accesses: North/South Center, Chisago/South Lindstrom, Green/Little Green, East/West Rush, Osceola, and Fish Lakes.

This project aligns with Chisago County's aquatic invasive species programming and prevention efforts. It is requested that the Chisago County Board of Commissioners approve a letter of support for the project.

***Attachment(s)*:**

- Chisago County Board of Commissioners LCCMR, ENFTP Letter of Support

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for an application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR), Environment and Natural Resources Trust Fund (ENRTF). The following motion is suggested:

"Move to approve a letter of support and in-kind AIS match commitment for an application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR), Environment and Natural Resources Trust Fund (ENRTF)."

Implications of Action: Approval will show the Chisago County Board of Commissioners support the LCCMR, 2025 ENRTF Request for Proposal.

***Budget/Financial Implications*:** If the grant is fully awarded, Chisago County will commit $15,000 of existing in-kind match in seasonal Watercraft Inspector staff time to the project.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Date: March 20, 2024

To: Environment and Natural Resources Trust Fund Review Team
Legislative-Citizen Commission on Minnesota Resources

Re: Letter of Support for Grant Application

Dear Review Team,

The Chisago County Board of Commissioners supports the Comfort Lake-Forest Lake Watershed District (CLFLWD) and Minnesota Lakes and Rivers (MLR) in its application to the Environment and Natural Resources Trust Fund grant program.

Chisago County implements an Aquatic Invasive Species (AIS) Prevention Aid Program and provides watercraft inspections and decontaminations and education on AIS at public water accesses located throughout the County. Chisago County will partner with CLFLWD, MLR, and other water resource organizations to implement the proposed project, including aquatic invasive species prevention. If the grant is fully awarded, Chisago County will commit $15,000 in-kind to the project.

This project aligns with Chisago County's aquatic invasive species programming and prevention efforts. The Chisago County Board of Commissioners fully support this project and hope the application is well received.

Sincerely,

_____

Chair, Marlys Dunne
Chisago County Board of Commissioners

Chisago County Request For Board Action

Meeting Date: March 20, 2024	***Item Number:*** **13**
Title of Item for Consideration: Household Hazardous Waste Facility / Minnesota Pollution Control Agency – Greater Minnesota Waste Reduction, Reuse, Recycling and Composting Grant Agreement	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Solid Waste / HHW Division

Previous Action on this Matter:

- On December 20, 2017, County Board authorized Environmental Services Dept. to seek an architectural design service to create a site build out plan for the Household Hazardous Waste (HHW) Facility Expansion. On August 1, 2018, the County Board approved a contract with design firm TKDA to create a site and building remodel plan.
- On June 19, 2019, the County Board approved of the HHW Facility's – Capital Assistance Program grant application to the MPCA, Governor and State Legislature. The project was vetted and endorsed by the MPCA and included in the Governor's Budget proposals in 2020/21 and again in 2022/23. Legislative approval efforts for the funding were not successful.
- On April 23, 2021, the MPCA awarded the HHW Facility a Greater MN Recycling and Compost Grant to build the Recycle Yard phase of the project. The County Board signed the contract on June 25, 2021, and the Recycle Yard successfully opened on June 26, 2023.
- On November 1, 2023, the County Board authorized application for a MPCA Greater MN Waste Reduction, Reuse, Recycling and Composting Grant. The County was notified on 1/3/24 that we were selected to receive the grant and a grant agreement would be forthcoming as presented today.

Background: As noted above, the County Board has been supportive of efforts over the years to address improvements at the 20-plus year-old HHW Facility in North Branch. In 2017 the Board authorized completing a Pre-Design Report with TKDA to analyze needed improvements. Subsequent efforts to secure a 50% matching Capital Assistance Grant from the Legislature in support of these improvements was unsuccessful, even though the project had been vetted by the MPCA and was placed in the Governor's budget proposal for two biennia.

Considering the needs of the facility and the unsuccessful legislative funding efforts, staff was encouraged to seek a MPCA Grant, and was awarded a Greater Minnesota Recycling and Composting Grant in 2021. This 2021 grant supported building one of the four phases of the HHW Facility Pre-Design analysis. The Recycle Yard phase of the overall site improvements was constructed to the rear of the HHW facility and successfully opened in June of 2023.

In late 2023 the county was again encouraged to apply for a Greater Minnesota Grant from the MPCA and the County Board endorsed proceeding. The goal of this grant effort is to receive funding in support of the remaining three phases of the HHW improvements project. These remaining phases include upgrading mechanicals and safety in the warehouse, enclosing the open south end of the

building, adding a cold storage unit to the rear of the facility, and upgrading interior office and product reuse distribution areas.

The main goal of this MPCA Environmental Assistance Grant program is to reduce waste, reuse items, and improve recycling in in outstate counties; eligibility is up to $250,000 in funding with a minimum local match of 25%.

In the 2024 county solid waste budget, the Department allocated $281,000 (the same amount as the previous unsuccessful CAP grant match) to go-it-alone on Facility improvements. The Department instead proposed to use this budgeted dollar amount as the grant match if awarded, which would effectively double the County's money, and pursue significant if not full project implementation funding.

The County has been awarded close to the maximum funding grant of $249,766. Combined with the pledged and budgeted County grant match at $260,410 (which is less than the original Cap Match of $281,000), the current total grant/project budget is $510,176.

The Department is grateful for the County Boards support of these efforts and looks forward to maximizing and successfully implementing improvements to the general HHW Facility and Solid Waste/Recycling operations. This project will help further recycling efforts to reach the State mandated 35% recycling goal, as well as meeting goals outlined in our required 10-year Solid Waste Management Plan. It will be rewarding to see new aspects of the grant come to fruition which support reuse components, with efforts such as fix-it clinics and Swaps also furthering waste reduction goals. These improvements will allow the HHW Facility and programming to continue to provide the services county residents have come to expect and depend on.

Attachment(s):

- Greater MN Recycling Grant Agreement
- Prevailing Wage and Grant Workplan Attachments

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the contract with the Minnesota Pollution Control Agency for the award of their Environmental Assistance Grant State Fiscal Year of 2024. The Agreement is attached for your review and is to be signed electronically. The suggested motion to approve and proceed with this action is as follows:

"Move to Authorize Electronic Signature and Approve the Minnesota Pollution Control Agency's Fiscal Year 2024 Environmental Assistance - Greater Minnesota Waste Reduction, Reuse, Recycling and Composting Grant contract, Swift Contract No. 242908, for the completion of the "One-Stop Shop" project of the HHWF and Solid Waste Division, with a Local County Match Commitment of $260, 410 in funding."

Implications of Action: The recommended Board action will authorize staff to proceed with this grant and implementation of the phased improvements to the Household Hazardous Waste Facility. Facility improvements will also support improved Solid Waste programming to help the County to meet State mandated recycling goals.

Budget/Financial Implications: According to the original Pre-Design report, the cost of the remaining three phases of the project was approximately $562,000 not including plan development and bidding. Due to anticipated cost constraints, not all the components of the original 2017/18 improvement plan will be implemented. The project will be confined to the total grant budget of $510,176, which includes a $260,410 County match from the #14-390 SCORE budget Waste

Management Fund. ***Legal/Policy Implications***: The grant will help the County meet State Mandates.			
Administrator's Recommendation			
Approve C EB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

MINNESOTA POLLUTION CONTROL AGENCY

Grant Agreement

State of Minnesota

Doc Type: Contract/Grant Reference

SWIFT Contract Nor: 242908
AI: 107156
Activity ID: PRO20240001

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 (“MPCA” or “State”) and **Chisago County,** 39649 Grand Ave., North Branch, MN 55056 ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd.2, the State is empowered to enter into this grant agreement.
2. The State is in need of **Chisago County- One Stop Shop** (project).
3. The Grantee will comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, subd. 4 (a) (1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant agreement.

Grant Agreement

1. Term of Grant Agreement

1.1 ***Effective Date.*** **February 21, 2024**, Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.

1.2 ***Expiration Date*****. May 31, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms*****.** The following clauses survive the expiration or cancellation of this grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee’s Duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A** which is attached and incorporated into this grant agreement.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) ***Compensation.*** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement. Grantee certifies they will provide no less than 25% (twenty-five percent) of the total project cost as cash match or in-kind services.

(b) ***Grantee Commitment to Financing.*** Grantee shall ensure that sufficient funding is available to the project to assure its satisfactory completion. Grantee shall not reduce the monetary amount it has committed to the project through its own or other funds without written consent of the MPCA. Grantee shall bear the sole responsibility for cost overruns in completing this project.

(c) ***Travel Expenses*****.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of **Attachment A**, which is attached and incorporated into this Contract; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) ***Total Obligation*****.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **$249,766.00 (Two Hundred Forty-Nine Thousand Seven Hundred Sixty-Six Dollars and Zero Cents).**

4.2 Payment

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **First activity of the grant.**

The MPCA shall withhold a minimum of 10% (ten percent) until the MPCA is satisfied that the project has been completed according to the terms of this grant agreement, including expenditure or performance of all required match.

Invoices must be emailed to mpca.ap@state.mn.us using the MPCA Invoicing Template, and contain the following information:

- Name of Grantee
- Grantee's Project Manager
- Grant Amount
- Withholding Amount
- Grant Amount available to date
- Invoice Number
- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- Invoicing Period (actual working period)
- Subcontractors costs; invoices may be requested
- Time and material breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Receipts for supplies, shipping, lab fees, and any other itemized costs
- Matching fund summary

- Progress report
- Other items as requested

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

(b) ***Unexpended Funds.*** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: https://mn.gov/admin/osp/government/suspended-debarred/

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative and MPCA Project Manager for this project is **Danielle Drussell**, 520 Lafayette Road N., St. Paul, MN 55155, 218-302-6611, danielle.drussell@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the MPCA's Project Manager will certify acceptance of each invoice submitted for payment.

The Grantee's Authorized Representative and Project Manager is **Lisa Thibodeau,** 39649 Grand Ave., North Branch, MN 55056, 651-213-8923, lisa.thibodeau@chisagocountymn.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement Complete

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

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

7.3 ***Change Orders.*** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral

and enforceable part of the Contract. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 ***Waiver.*** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.5 ***Grant Agreement Complete.*** This grant agreement contains all negotiations and agreement between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State Audits

Under Minn. Stat. § 16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

10.1 ***Government Data Practices***. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 ***Treatment of Data.*** All data (information) related to this project and contract that is maintained by the MPCA is public unless the Minnesota Data Practices Act, Minn. Stat. ch. 13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to MPCA in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the MPCA at the same time it submits the report containing the information in question.

The MPCA shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the MPCA shall promptly determine whether the information qualifies for nonpublic or private data treatment under Minn. Stat. §§ 13.37 and 115A.06. If the MPCA determines that the information may be treated as nonpublic or private data, the MPCA shall use its best efforts to treat the information accordingly.

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

10.3 ***Intellectual Property Rights.***

(a) ***Intellectual property rights.*** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant shall be jointly owned by the Grantee and the State. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and Contractors, either individually or jointly with others in the performance of this grant agreement. Works include "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the budget of this grant contract, except that the State's ownership interests in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.

(b) Obligations.

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein. All decisions regarding the filing of patent, copyright, trademark or service mark applicationsand/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

(2) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and State as agreed herein, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents.

The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

(3) License. The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or

future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.3 (b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

(c) ***Reversion of Rights****.* All rights or title to any intellectual property arising from the performance of the project that are vested in Grantee shall revert to the State under any of the following circumstances unless Grantee repays to the State those funds provided by the State under this grant agreement within ninety (90) days of receipt of a notice in writing from the State of a claim under this paragraph:

(1) Grantee fails or is unable to market in Minnesota a product, process or service resulting from the project successfully within one year of the expiration of this grant agreement, unless Grantee is continuing to make good faith efforts to bring the product, process or service to market; or

(2) Grantee dissolves, becomes inoperative or abandons the intellectual property resulting from the project;

(3) Grantee shall execute all documents necessary for the reversion and transfer of ownership of the intellectual property rights to the State.

(d) ***Damages.*** If Grantee acts in a manner inconsistent with Clause 10.3.a-c., the State may seek damages from Grantee. This clause is not intended to stand in lieu of any other remedy the State may have for breach of grant agreement of this or any other term of this grant agreement.

11. Workers' Compensation

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

12. Publicity and Endorsement

12.1 ***Publicity***. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Endorsement***. The Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

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

14. Termination

14.1 ***Termination by the State*****.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Cause.*** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 ***Termination for Insufficient Funding***. The State may immediately terminate this grant agreement if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State 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. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

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

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Permits and Approvals

The Grantee and Grantee's agents shall obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the project.

17. Equipment (if applicable)

The Grantee must use equipment purchased under this agreement for as long as it is needed for the project and must not encumber the equipment. If Grantee ceases to use any equipment purchased for the project under this contract during the term of this contract, Grantee must sell the equipment for fair market value and reimburse the State seventy-five percent (75%) of the sale proceeds or, if the State's commitment of funding to the project is less than seventy-five percent (75%), and any MPCA-approved changes or amendments thereto, reimburse the State the percentage of the sale proceeds that equal the State's commitment of funding to the project. If the equipment cannot be sold, Grantee must obtain MPCA's prior written approval for appropriate disposition of the equipment.

18. Reporting Requirements

All reporting must be provided to the MPCA Authorized Representative. **All reports must be electronically submitted using the template provided by MPCA.**

18.1 **Progress Reports.** The Grantee shall submit a brief progress report with each invoice explaining the key activities, achievements or issues. If requested by the MPCA Authorized Representative, the Grantee may be required to provide an oral or written progress report. These requested updates may require such information as tasks accomplished, financial expenditures, and other information deemed necessary by the MPCA Authorized Representative.

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

18.2 **Final Report and Executive Project Summary**

Final Report. By the date specified in the project workplan, Grantee shall submit a final report to the MPCA. The Final Report shall describe, in detail, the history of and conclusions reached from implementing the project, the technical and economic feasibility of the project, and the total expenses incurred in implementing the project. If the project is terminated prior to the scheduled completion, the Final Report shall also discuss the conclusions that led to the termination of the project, results achieved on all tasks completed and recommendations on how these results could be used in future projects.
If the MPCA determines that the information submitted in the Final Report is inadequate, the Grantee shall prepare and submit additional information reasonably requested by the MPCA. The Final Report shall not be approved by the MPCA and final payment shall not be disbursed unless the Report contains the specified information to the satisfaction of the MPCA.

Executive Project Summary. At the same time the Final Report is submitted, the Grantee must also submit a summary of the project and its results. This Executive Project Summary will be used in reports and to disseminate information on the outcomes and environmental benefits of the project.

19. Prevailing Wage

In compliance with Minn. Stat. § 177.41 to §177.44 the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this contract.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to a contract or work under a contract, under which:

A. the estimated total cost of completing the project is less than $2,500 and only one trade or occupation is required to complete the work; or

B. the estimated total cost of completing the project is less than $25,000 and more than one trade or occupation is required to complete it.

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are specified in **Attachment B – Commercial** which is attached and incorporated into this grant agreement.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us and

danielle.drussell@state.mn.us

- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at https://www.dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at https://www.revenue.state.mn.us/construction-contracts-state-or-local-government-agencies

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Johnson,Patricia	DocuSigned by: Johnson,Patricia 3F73344CAC324C5...	February 22, 2024
Chair, Board of Commissioners	Marlys Dunne	DocuSigned by: Marlys Dunne 1F5959EA6688467...	February 25, 2024
Asst Division Director	Anderson,Pamela Marie Skon	DocuSigned by: Anderson,Pamela Marie Skon B5E45911CF864DC...	February 26, 2024

Admin ID

DocuSign Envelope ID: EF553425-9080-4944-B898-54DBA9D31D57

Chisago County Household Hazardous Waste Facility
2023 Year End Summary Report
Prepared by Paul T. Dennison,

For calendar year (CY) 2023, the Chisago County Household Hazardous Waste facility (HHWF) received hazardous waste from 2,895 Chisago County households. This was 435 more Chisago households than last year. An additional 220 Isanti Co. households were accommodated via the Isanti County Voucher program (46 more than in 2022) and 15 Washington Co. households via the reciprocity agreement (vs.8 last year). This resulted in a combined total of 3,130 households that dropped off Hazardous waste. A record year!

In June 2023 the recycling yard was opened. In an effort to track participation, we started having people sign in again, and record what they had to drop off as opposed to just writing down vehicle license plates and tracking plastic or sharps only. There were 171 plastic only and 114 sharps only participants. They do take up some time and are not counted as Haz Waste participants. There were also 216 Recycling yard only participants.

One hundred and twenty three Chisago Co. households dropped off hazardous waste at the Washington Co. facility in Woodbury, MN. Minimal generators amounted to 15.

The re-use area stayed on a regular schedule. One hundred sixty people did sign the Liability release form. I am sure we had at least 10 people every day we were open for waste collection, so I believe the number is underestimated. The products taken include 791 gallons of paint, 576 aerosol cans, and 7,897 pounds of assorted cleaners, solvents and automotive products. This is a direct and real savings to the County and to the consumer. Paintcare (PC) paid us $2,648.96 for processing the PC eligible re-use paint, twice as much as in 2022. Also, PC started paying us $0.29 per pound for empty Latex cans that we save aside and weigh.

We collected 476 pounds of unwanted Holiday lights. This was 100# more than last year.

Paintcare legislation was passed in the summer of 2013. The Paintcare program was implemented to increase Architectural Paint collection and recycling. This resulted in a reimbursement of $46,083.47 from Paintcare for CY 2023 via the East Central Solid Waste Commission (ECSWC). This was a slight increase from 2022 because there was more paint shipped, which is a direct result of more participants. Reports are due quarterly to ECSWC who in turn, consolidates the information from any other EC Counties that have PC data and sends it to MPCA. In 2023 PC started to reimburse us quarterly instead of twice a year. The program does not include all paint so we still have paint to dispose of that is not reimbursed. Paintcare takes care of the majority of our disposal costs for paint. This year PC also paid for solid waste i.e. latex cans put in the trash. We processed 2,091 # of waste and were paid $ 606.39. Jacob Saffert took over for Steve Pincuspy as our MN PC representative.

We were approved in 2013 to proceed with a plan to add some storage space to the back of the facility. The recycling yard has been constructed and opened in June 2023. No Haz waste storage as of yet.
Twenty twenty-three marked my 23 years of service to the County.
Megan Stegmeir began on 11/30/2022, so she marked her 1 year in November 2023.

Over the years batteries have become popular and an increasingly complex waste stream. Initially we handled approximately a hundred pounds, then a few hundred and now into the thousands of pounds. CY 2023 we collected 2,440 # of batteries.

The one negative event was that our bulk 1,000 gallon waste oil tank became contaminated with PCBs. The result was an expensive disposal cost for the oil and cleaning of the tank.

Chisago County Request For Board Action

Meeting Date: March 20, 2024	***Item Number:*** **14**
Title of Item for Consideration: Feasibility Study for Weir Repair (LID)	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning -on behalf of the Chisago Lakes Lake Improvement District (CLLID)

Previous Action on this Matter: The County Board approved $175,000 of ARPA funding for the Chisago Lakes Lake Improvement District (CLLID), Lofton and Lake Ellen weir repair project, at the January 10, 2024 Budget and Finance meeting.

Background: In September of 2023, the Chisago Lakes Lake Improvement District (CLLID) hired Collins Engineers Inc. to perform a structural inspection of the Lofton and Lake Ellen weirs. The inspection discovered significant deterioration of the superstructure of the weirs, as noted in the attached structural inspection report. Repairs were recommended to be made within three years to maintaining the function and structural integrity of the weirs.

In January 2024, the (CLLID) solicited quotes for engineering services to design the repairs and interviewed several firms. Through these interviews, it was determined that a feasibility study needed to be conducted to determine if the weirs could be repaired, or if the (CLLID) needed to consider replacement. At the March 4, 2024, board meeting, the (CLLID) voted to approve Phase-1, of the attached quote from Collins Engineers Inc. (not to exceed $17,000). Phase-1 is feasibility study to examine the options of repairing OR replacing the weirs, providing a decision point on whether to proceed with planning for repairs or replacement.

***Attachment(s)*:**

- February 28, 2024, - Proposal, Collins Engineers Inc.
- December 20, 2023, - Request for Quote, (CLLID)
- March 12, 2024, - Contract, Collins Engineers Inc.

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the Agreement by and between Chisago County and Collins Engineers Inc. for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows:

"Move to Approve the Agreement by and between Chisago County and Collins Engineers Inc. in support of the Chisago Lakes Lake Improvement District 2024 Weir Repair project as presented."

Implications of Action: Recommended Board action to approve contract with Collins Engineers Inc. would allow the weir repair project to continue.

Budget/Financial Implications: The (CLLID) will be utilizing the funds that were approved at the January 10, 2024 Budget and Finance meeting.

Use of CLLID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the CLLID budget, according to recommendations of the State of Minnesota Office of the State Auditor "Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested.

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

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

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

REQUEST FOR QUOTE – PROFESSIONAL SERVICES

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

Chisago County, MN

Background

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

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

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

Project Deliverables

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

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

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

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

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

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, on behalf of the Chisago County Lake Improvement District, all together referred to herein as "County", and, Collins Engineers, Inc., 1599 Selby Avenue, Suite 206, Saint Paul, MN 55044, an independent contractor, not an employee of the County of Chisago, referred to herein as "CONTRACTOR.

WHEREAS, Chisago Lakes Lake Improvement District (LID) is an organized lake improvement district, established by resolution of the Chisago County Board of Commissioners in April 1976 and reactivated by resolution of the Chisago County Board of Commissioner in August 1984 pursuant to Minnesota Statutes 103B.501 – 103B.581, and re-established by findings of fact, conclusions of law and order in September 2015; and

WHEREAS, pursuant to Minnesota Statutes, section 103B.555, the County is authorized to undertake projects of improvement consistent with purposes of the LID and to enter into contracts for the purchase of services as necessary to carry out such projects; and

WHEREAS, the LID is seeking professional engineering services to provide technical assistance for conducting a feasibility study as to whether the Lofton Avenue and Lake Ellen Weirs may be repaired or, alternatively, replacement is required: and

WHEREAS, CONTRACTOR is a qualified engineering firm which has provided a three phase proposal for a feasibility study, design and plan set production, and construction management services for the future repair or replacement of the Lofton Avenue and Lake Ellen Weirs, as determined necessary through the feasibility study'; and

WHEREAS, the capabilities of the CONTTRACTOR and their personnel currently meet the needs and purposes of the LID to conduct the Phase 1 Feasibility Study, as proposed by CONTRACTOR.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on March 21, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until April 30, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Project Scoping, Timing Summary, and Fees document, which is attached hereto and incorporated herein as **Attachment A.** To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform the obligations and deliver those services required of CONTRACTOR as described in this this Professional & Technical Services Contract and **Attachment A**.

IV. **COUNTY'S DUTIES.** The County shall perform the obligations required of County described in this this Professional & Technical Services Contract and **Attachment A**.

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Seventeen Thousand and No/100 Dollars ($17,000.00) as provided in **Attachment A.** Said contract sum shall be allocated across those Phase 1 activities and paid in such allocated sums as identified in **Attachment A.**

B. Terms of Payment.

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

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

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

Name:	Benjamin Elfelt
	CLLID Administrator
Address:	313 North Main Street, Suite 240, Center City, MN 55012
Telephone:	(651) 213-8383
E-Mail:	Benjamin.Eifelt@chisagocountymn.gov

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

Name:	Marc B. Parker, P.E., Regional Manager
Company:	Collins Engineers, Inc.
Address:	1599 Selby Avenue, Suite 206, St. Paul, MN 55014
Telephone:	(651) 204-9101
E-Mail:	mparker@collinsengr.com
Fax:	(651) 659-1379

VI. **CANCELLATION AND TERMINATION**.

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

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

VII. **ASSIGNMENT AND SUBCONTRACTING**.

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

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

IX. **INSURANCE**.

A. At its sole expense, CONTRACTOR will maintain in force and effect the insurance coverages, both as to types of coverage and minimum limits, as

i. Commercial General Liability - $1,000,000 each occurrence/$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

ii. Auto Liability - $1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

iii. Umbrella Liability - $2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

iv. Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than $1,000,000 per accident/$500,000 per disease/$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

v. Professional Liability - $2,000,000 per claim/$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

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

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

XI. **MINNESOTA STATUTE §181.59**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

1. CONTRACTOR – Collins Engineers, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

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

ATTACHMENT A
PROJECT SCOPING, TIMELINE SUMMARY, AND FEES
PHASED APPROACH

The three phases of the project are as shown below:

Phase 1: Feasibility Study
Phase 2: Bid-Ready Design and Plan Set Production
Phase 3: Contractor Bid Assistance and Construction Administration Services

Phase 1: Feasibility Study – Scope, Schedule, and Fee

The proposed scope of Phase 1 activities are separated into three sub-phase based on the type of professional service and deliverables. The three phases are Permitting Research, Site Survey and In-Depth Data Collection, and Preliminary Design. The scope of work for each sub-phase may include all or some of the following:

1. Permitting Research
    a. Consult with the Corps of Engineers and the Department of National Resources to determine the project permitting path for each rehabilitation and replacement.
    b. Determine what documents are necessary for each rehabilitation and replacement paths.
    c. Determine what additional data is required for each rehabilitation and replacement paths.
    d. Determine the cost associated with each rehabilitation and replacement paths.
    e. Determine the extent of work that would qualify the project as a replacement vs rehabilitation.

2. Site Survey and In-Depth Data Collection [1]
    a. Collect existing structure geometry dimensions
    b. Collect existing site channel elevations, waterline elevations, critical structure hydraulic elevations, platform elevations, adjacent embankment slopes and elevations.
    c. Collect in-depth measurements of existing structural elements.
    d. Determine existing structure condition capable of supporting rehabilitated structure, ie. What areas of structure have <10% loss of section. Assume areas of greater than 10% loss of steel section require either structural assessment of deteriorated section for future use or are considered deteriorated past the point of feasible rehabilitated structure load carrying capacity.

    [1] A condition assessment of the structures has already been completed to determine the structural integrity of the weirs. This assessment was focused on the overall adequacy of the structure to retain the hydraulic forces from the lake and to support the existing superstructure. During this condition assessment, no data was collected of the member sizes, structure geometry, specific locations of defects, or surrounding channel profile. These are all necessary to complete a rehabilitation design, thus a separate site survey and data collection is required. The information gathered in the initial condition assessment will be utilized to maximize efficiency when completing the site survey and preliminary planning.

3. Preliminary Design
    a. Develop existing site and structure plan view and elevation views.
    b. Develop preliminary design for rehabilitation.
    c. Determine removal quantities / extents for each rehabilitation and replacement.
    d. Determine quantities of materials and construction items for each rehabilitation and replacement options.
    e. Determine cost associated with each rehabilitation and replacement options including estimates for engineering, materials, construction, mobilization, etc.

f. Contractor engagement for insight on rehabilitation and replacement options, cost, and effort.

Phase 1 will provide all necessary information to determine with confidence which option, rehabilitation, or replacement, will be most cost-effective. Cost of rehabilitation permitting, engineering, and construction should be added to come up with a total cost for rehabilitation. That cost should be compared to the sum of cost for replacement permitting, engineering, and construction. At this point, a critical decision can be made for structure rehabilitation or replacement and the cost associated with this option can be used for planning for funding.

We are proposing the below schedule and fee for the Phase 1 activities:

1. Permitting Research – Draft Report Due within 30 days of contract execution; $3,000.00
2. Site Survey and In-Depth Data Collection – Draft Report Due within 30 days of contract execution; $7,000.00
3. Preliminary Design – Draft Plan Set Due within 45 days of contract execution; $7,000.00

Phase 1 Timeline: Approximately April 1, 2024 – April 30, 2024; or 45 days from contract execution.
Phase 1 Total Fee Estimate: $17,000.00

At the end of Phase 1, we anticipate providing all necessary information for the Chisago LID to make an informed decision on rehabilitation vs replacement of the structures and an associated total engineering and construction fee associated with each option.

Scope of work, schedule, and fees for Phase 2 and 3 will be included in contract supplements and will be based on the results of the Phase 1 results.

COLLINS ENGINEERS INC.

Engineering Services Table of Rates
(Effective 01/01/2024)

Classification	Rate / Hour	Overtime Rate / Hour
Principal Engineer (E8)	$447.00	$447.00
Principal Engineer (E7)	$355.00	$355.00
Senior Engineer (E6)	$302.00	$302.00
Senior Engineer (E5)	$258.00	$258.00
Engineer (E4)	$216.00	$216.00
Engineer (E3)	$185.00	$185.00
Junior Engineer (E2)	$158.00	$158.00
Junior Engineer (E1)	$136.00	$136.00
Senior Engineering Technician, Designer (T3)	$168.00	$210.00
Senior CAD Technician (D3)	$164.00	$205.00
Technician (T2)	$145.00	$181.25
CAD Technician (D2)	$120.00	$150.00
Junior Technician (T1)	$94.00	$117.50
Project Administrator	$132.00	$132.00
Project Planner	$150.00	$187.50
Clerical (C2)	$120.00	$150.00
Clerical (C1)	$89.00	$111.25

Underwater Investigation		Rate / Day	Overtime Rate / Day
Diver - All Classifications	(Additional Labor Cost Per Day at diving site in diving or standby capacity.)	$300.00	$300.00

Rope Access Investigation		Rate / Day	Rate / Day
Rope Access Technician - All Classifications	(Additional Labor Cost Per Day at site where Rope Access Techniques are used.)	$165.00	$165.00

Expenses will be billed as follows:

Travel, Lodging, and Sustenance	Actual Cost
Printing and Reproduction	Actual Cost
Wi-Fi, Cell phone, and Shipping	Actual Cost
Equipment Rental	Actual Cost
Expendable Supplies	Actual Cost
14 ft. Boat and Motor	$80.00 per day
15-19 ft. Boat, Motor, and Trailer	$110.00 per day
20-21 ft. Boat, Motor, and Trailer	$150.00 per day
22-25 ft. Boat, Motor, and Trailer	$190.00 per day
Mileage: Automobile	current IRS rate per mile plus tolls

Testimony and Preparation for Testimony before Courts, Commissions, etc.

Officer-Principal Engineer	At Above Standard Rates
All Other Classifications	

Payment is due within thirty days after submission of invoices.

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the day of 20 by and between **Chisago County Lake Imporovement District (LID)**, hereinafter called "CLIENT," and COLLINS ENGINEERS, INC., hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as Repair of the Lofton Avenue and Lake Ellen Weirs, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.

B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.

C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services by the provisions of this Agreement.

COLLINS ENGINEERS, INC. (COLLINS)	Chisago County LID (CLIENT)
1599 Selby Ave., Suite 206	313 N Main St, Room 243
St. Paul, MN 55044	Center City, MN 55012
By:_____	By:_____
Signature:_____	Signature:_____
Title:_____	Title:_____
Date:_____	Date:_____

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services.

ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by COLLINS' personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent and approval of additional fees and schedule adjustment from the CLIENT.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within thirty (30) days at COLLINS' offices in Chicago, Illinois. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources including but not limited to CLIENT's customer. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

If CLIENT fails to pay COLLINS' invoice within thirty (30) days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the thirty (30) days. In the event any portion of the account remains unpaid sixty (60) days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees. Further, in the event the CLIENT does not pay an invoice rightfully owing within sixty (60) days of the CLIENT's receipt thereof, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension. If any invoice remains unpaid more than ninety (90) days after CLIENT's receipt, COLLINS shall have the right to terminate this Agreement.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment standby time, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

If any suspension exceeds one hundred and eighty (180) days, COLLINS shall have the right to terminate this Agreement.

ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by

COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

No Warranties

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services.

Client-Furnished Documents

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Costs

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals is included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component.

COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

Construction Phase Services

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

Approval of Contractor's Applications for Payment

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

Copyrights and Patents

COLLINS shall indemnify, and hold harmless CLIENT from, damages, expenses (including reasonable attorneys' fees and costs), losses, and liabilities to the extent that any services furnished by COLLINS infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by COLLINS are instruments of service with respect to the project, and COLLINS shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

COLLINS shall grant, upon full payment to COLLINS for services rendered to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the

fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Electronic files including images, video, and miscellaneous geospatial data collected may include information on the condition or configuration of assets. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS undertakes no responsibility to, and will not, analyze or review any information or data (including electronic files) with respect to condition, defects, or deficiencies. Data that is collected may be post processed into digital models, maps and other deliverables that may contain artifacts, noise, or geospatial discrepancies that may not reflect the exact condition, location or dimensions of the asset at the time of data collection. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY INFORMATION OR DATA SUPPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (B) representations as to the accuracy or the alternative use of these models for any purpose including, but not limited to, the work to be completed by COLLINS in this agreement or the scope of work

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

ARTICLE 8 – INSURANCE

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - $1,000,000 each occurrence/$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - $1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - $2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than $1,000,000 per accident/$500,000 per disease/$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - $2,000,000 per claim/$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.

CLIENT shall cause COLLINS and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials"), if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

ARTICLE 10 - ALLOCATION OF RISK

Indemnification of CLIENT

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Indemnification of COLLINS

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

ARTICLE 11 – AGREED REMEDY

To the fullest extent permitted by law, the total liability, in aggregate of COLLINS and COLLINS' officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COLLINS' services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to strict negligence, strict liability, breach of contract or warranty, shall not exceed COLLINS' total fee received under this Agreement. The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS. **If CLIENT is unwilling or unable to agree to this remedy, COLLINS will negotiate this provision and its associated impact on the approach, scope of work, schedule, and fee, with** the **CLIENT. CLIENT must notify COLLINS in writing before the commencement of work of CLIENT's intention to negotiate this provision and its associated impact on approach, scope of work, schedule, and price. Absent CLIENT's prior written notification to the contrary, COLLINS shall proceed on the basis that CLIENT accepts the remedy as set forth above.**

Consequential Damages

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any punitive, incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this

Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability breach of contract and breach of warranty.

ARTICLE 12 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon thirty (30) days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement, plus the reasonable costs associated with demobilization.

In the event either party materially breaches this Agreement, the non-breaching party shall have the right to terminate this Agreement if such breach remains uncured after ten (10) days' written notice to the breaching party by the non-breaching party.

Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Third Parties

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.

Non-Solicitation of Employees

During the period that this Agreement is in effect and for a period of one (1) year following expiration, termination, or cancellation of this Agreement, each Party agrees not to, directly or indirectly, solicit, hire, or seek to procure, retain, or knowingly cause a third party to solicit, hire, or retain an employee of the other, without the prior written approval of the other Party. Nothing is this provision shall limit the right of either Party to advertise available positions in general and industry specific media, or to negotiate with any bona fide respondent to said advertisement.

Governing Law

The laws of the State of Illinois shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Disputes, Mediation

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

COLLINS will continue performance of the undisputed Services to the extent CLIENT continues to make payment in accordance with the terms herein.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

EXHIBIT A

SCOPE OF SERVICES

PROJECT SCOPING AND TIMELINE SUMMARY – PHASED APPROACH

The three phases of the project are as shown below:

Phase 1: Feasibility Study
Phase 2: Bid-Ready Design and Plan Set Production
Phase 3: Contractor Bid Assistance and Construction Administration Services

Phase 1: Feasibility Study – Scope, Schedule, and Fee

The proposed scope of Phase 1 activities are separated into three sub-phase based on the type of professional service and deliverables. The three phases are Permitting Research, Site Survey and In-Depth Data Collection, and Preliminary Design. The scope of work for each sub-phase may include all or some of the following:

1. Permitting Research
    a. Consult with the Corps of Engineers and the Department of National Resources to determine the project permitting path for each rehabilitation and replacement.
    b. Determine what documents are necessary for each rehabilitation and replacement paths.
    c. Determine what additional data is required for each rehabilitation and replacement paths.
    d. Determine the cost associated with each rehabilitation and replacement paths.
    e. Determine the extent of work that would qualify the project as a replacement vs rehabilitation.

2. Site Survey and In-Depth Data Collection [1]
    a. Collect existing structure geometry dimensions
    b. Collect existing site channel elevations, waterline elevations, critical structure hydraulic elevations, platform elevations, adjacent embankment slopes and elevations.
    c. Collect in-depth measurements of existing structural elements.
    d. Determine existing structure condition capable of supporting rehabilitated structure, ie. What areas of structure have <10% loss of section. Assume areas of greater than 10% loss of steel section require either structural assessment of deteriorated section for future use or are considered deteriorated past the point of feasible rehabilitated structure load carrying capacity.

[1] *A condition assessment of the structures has already been completed to determine the structural integrity of the weirs. This assessment was focused on the overall adequacy of the structure to retain the hydraulic forces from the lake and*

to support the existing superstructure. During this condition assessment, no data was collected of the member sizes, structure geometry, specific locations of defects, or surrounding channel profile. These are all necessary to complete a rehabilitation design, thus a separate site survey and data collection is required. The information gathered in the initial condition assessment will be utilized to maximize efficiency when completing the site survey and preliminary planning.

3. Preliminary Design
    a. Develop existing site and structure plan view and elevation views.
    b. Develop preliminary design for rehabilitation.
    c. Determine removal quantities / extents for each rehabilitation and replacement.
    d. Determine quantities of materials and construction items for each rehabilitation and replacement options.
    e. Determine cost associated with each rehabilitation and replacement options including estimates for engineering, materials, construction, mobilization, etc.
    f. Contractor engagement for insight on rehabilitation and replacement options, cost, and effort.

Phase 1 will provide all necessary information to determine with confidence which option, rehabilitation, or replacement, will be most cost-effective. Cost of rehabilitation permitting, engineering, and construction should be added to come up with a total cost for rehabilitation. That cost should be compared to the sum of cost for replacement permitting, engineering, and construction. At this point, a critical decision can be made for structure rehabilitation or replacement and the cost associated with this option can be used for planning for funding.

We are proposing the below schedule and fee for the Phase 1 activities:

1. Permitting Research – March 1, 2024 – March 22, 2024; $3,000.00
2. Site Survey and In-Depth Data Collection – March 18, 2024 – March 22, 2024; $7,000.00
3. Preliminary Design – March 13, 2024 – March 29, 2024; $7,000.00

Phase 1 Timeline: March 1, 2024 – March 29, 2024
Phase 1 Total Fee Estimate: $17,000.00

The requested amount for Professional Services Retainage: $25,000.00

At the end of Phase 1, we anticipate providing all necessary information for the Chisago LID to make an informed decision on rehabilitation vs replacement of the structures and an associated total engineering and construction fee associated with each option.

Scope of work, schedule, and fees for Phase 2 and 3 will be included in contract supplements and will be based on the results of the Phase 1 results.

EXHIBIT B

COMPENSATION

CLIENT agrees to compensate COLLINS as follows:

HOURLY

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A; an amount equal to the actual time expended on the project, including travel, and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates, which follows this page. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. The estimated maximum amount shall not exceed $17,000.00, without the written authorization of the CLIENT.

COLLINS ENGINEERS INC.

Engineering Services Table of Rates
(Effective 01/01/2024)

Classification	Rate / Hour	Overtime Rate / Hour
Principal Engineer (E8)	$447.00	$447.00
Principal Engineer (E7)	$355.00	$355.00
Senior Engineer (E6)	$302.00	$302.00
Senior Engineer (E5)	$258.00	$258.00
Engineer (E4)	$216.00	$216.00
Engineer (E3)	$185.00	$185.00
Junior Engineer (E2)	$158.00	$158.00
Junior Engineer (E1)	$136.00	$136.00
Senior Engineering Technician, Designer (T3)	$168.00	$210.00
Senior CAD Technician (D3)	$164.00	$205.00
Technician (T2)	$145.00	$181.25
CAD Technician (D2)	$120.00	$150.00
Junior Technician (T1)	$94.00	$117.50
Project Administrator	$132.00	$132.00
Project Planner	$150.00	$187.50
Clerical (C2)	$120.00	$150.00
Clerical (C1)	$89.00	$111.25

Underwater Investigation		Rate / Day	Overtime Rate / Day
Diver - All Classifications	(Additional Labor Cost Per Day at diving site in diving or standby capacity.)	$300.00	$300.00

Rope Access Investigation		Rate / Day	Rate / Day
Rope Access Technician - All Classifications	(Additional Labor Cost Per Day at site where Rope Access Techniques are used.)	$165.00	$165.00

Expenses will be billed as follows:

Travel, Lodging, and Sustenance		Actual Cost
Printing and Reproduction		Actual Cost
Wi-Fi, Cell phone, and Shipping		Actual Cost
Equipment Rental		Actual Cost
Expendable Supplies		Actual Cost
14 ft. Boat and Motor		$80.00 per day
15-19 ft. Boat, Motor, and Trailer		$110.00 per day
20-21 ft. Boat, Motor, and Trailer		$150.00 per day
22-25 ft. Boat, Motor, and Trailer		$190.00 per day
Mileage:	Automobile	current IRS rate per mile plus tolls

Testimony and Preparation for Testimony before Courts, Commissions, etc.

Officer-Principal Engineer	At Above Standard Rates
All Other Classifications	

Payment is due within thirty days after submission of invoices.

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **15**
Title of Item for Consideration: Report and Recommendations from the March 13, 2024, Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	***Department:*** County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its committees or individual members.	

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its March 13th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations:

Current Year-to-Date Financial Update:

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

ARPA Childcare Allocation:

County HRA-EDA Director Nancy Hoffman presented the Chisago County Childcare Coalition's recommended ARPA expenditures to the Committee ($100,000). ***The Committee recommended the proposed spending of the ARPA Allocation to the Chisago County Childcare Coalition.***

Public Health Staffing Proposal:

County Public Health Director Courtney Wehrenberg presented the proposed staffing changes within the Public Health Department in HHS so the County can better support public health infrastructure, foundational work, and better prepare for public health emergencies. ***The Committee recommended the proposed structure and hiring.***

Sale of 'Old Jail and Telephone Building' Property:

County Administrator Chase Burnham presented some context to the property that was the 'Old Jail and Telephone Building.' ***The Committee recommended the County Administrator combine the parcels and apply to the Center City Planning Commission for Mixed Use zoning.***

MCIT Dividend – Wellness, Safety and Ergonomics:

County Administrator Burnham explained to the Committee the MCIT Dividend structure and how the County currently uses this money for the Ergonomic, Safety, Wellness and Recognition Fund. ***The Committee recommended the proposed allocations of all dividend revenue above the budgeted revenue amount.***

County Credit Card Policy:

County Administrator Burnham explained to the Committee the current Credit Card policy from

2006, and the proposal to change the policy to greater reflect the current limits and actual spending. ***The Committee recommended approving the proposed Policy with the updates.***

Chisago County Alcohol and Drug-Free Workplace Policy:

County Administrator Burnham explained to the Committee the current Alcohol and Drug-Free workplace policy and why the County needs to update to current legislative changes from 2023. ***The Committee recommended approving the proposed Policy with the updates.***

Leadership Workshop – Dr. Mike Kieffer:

County Administrator Burnham presented to the Committee a Leadership Workshop for all the County's leadership team with Dr. Mike Kieffer. ***The Committee recommended approval of the proposal.***

Chisago County Investment Policy:

Deputy Auditor-Treasurer Waddell presented to the Committee the current Investment policy and the recommended updating changes to the policy. ***The Committee recommended approving the proposed Investment Policy with the updates.***

Rush City Shop Sale – Fuel Tank Removal:

County Administrator Burnham presented to the Committee the cost of removing the old underground fuel tank. ***The Committee recommended paying for removal of the tank using ARPA Administrative funds.***

County Solar Production Tax Information:

County Administrator Burnham and County Auditor-Treasurer Konrad discussed the County's past, current and future solar production information. ***This was information only.***

Attachment:

- March 13th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the March 13th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the March 13th Budget and Finance Report."

And

"Move to approve the proposed spending of the ARPA Allocation to the Chisago County Childcare Coalition."

And

"Move to approve the staffing changes within the Public Health Department so the County can better support public health infrastructure, foundational work, and better prepare for public health emergencies."

And

"Move to approve the County Administrator combine the parcels of the Old Jail and Telephone building and apply to the Center City Planning Commission for Mixed Use zoning."

And

"Move to approve the proposed allocations of all MCIT dividend revenue above the budgeted revenue amount to the Ergonomic, Safety, Wellness and Employee Recognition funds."

And

"Move to approve the updated Chisago County Credit Card Policy."

And

"Move to approve the updated Chisago County Alcohol and Drug-Free Workplace Policy."

And

"Move to approve the Leadership Workshop for all the County's leadership team with Dr. Mike Kieffer."

And

"Move to approve the updated Chisago County Investment Policy."

And

"Move to approve the removal of the old fuel tank at the Rush City Shop using ARPA Administrative funds."

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

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

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

Administrator's Recommendation

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

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

BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA

Wednesday, March 13, 2024

3:00 PM • Boardroom

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

PROPOSED AGENDA

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

II. Monthly Current County Staffing Update

III. ARPA Childcare Allocation

IV. Public Health Staffing Proposal

V. Sale of 'Old Jail and Telephone Building' Property

VI. MCIT Dividend – Wellness, Safety and Ergonomics

VII. County Credit Card Policy

VIII. Chisago County Alcohol and Drug-Free Workplace Policy

IX. Leadership Workshop – Dr. Mike Kieffer

X. Chisago County Investment Policy

XI. Rush City Shop Sale – Fuel Tank Removal

XII. County Solar Production Tax Information

FUTURE ITEMS THAT NEED ATTENTION

- 2025 Budget and Levy Schedule
- County Lease Program

Notice of Virtual Attendance

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioner Budget and Finance Committee/Workshop on Wednesday March 13th at 3:00 p.m. and all other Committees until March 27th 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 Via Roma Resort, 2408 Gulf Drive N., Bradenton Beach, FL 34217, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

Scheduling for Board

Wednesday, March 20th – Transportation Plan Update

- 4:30 p.m. Chisago County Boardroom

March 19th or April 16th – Chisago County Photo Project

- Pick one of the days to be in attendance

TAB I.

CHISAGO COUNTY 2023 FINANCIAL HIGHLIGHTS

- **2023 Amended Budget to Actual:**
  - Revenue: 104% of amended budget
  - Salaries & Wages: 101% of adopted budget
  - Operating Expenses: 90% of amended budget
    - $9.3M under amended budget
      - All of this was carried into 2024 as it pertained to: 2023 budgeted projects that were not completed (ex: Harris Public Works shop expansion), funds that have been earmarked by the Board during 2023 or earlier (ex: CIP, Public Safety Aid), or funds that are restricted in use (ex: Recorder's Comp/Tech, forfeiture funds, gun permit revenue)
  - The County Board authorized the use of over $2.2M in Fund Balance:

Use of General Fund Balance

Project Name	*Approval Date*	*Amount*
Honeywell Phase I Bond Payment	1/18/2023	$ 132,262
Loan to HRA-EDA *(approved 11/2/22)*	5/17/2023	462,000
OpenGov Subscription	6/21/2023	28,163
Harris Shop Expansion *(project approved 4/19/23)*	6/21/2023	1,300,000
Fish Lake Park Gate House (net of insurance)	12/20/2023	934
Honeywell Phase II *(project approved 11/16/22)*	12/20/2023	311,973
		$ 2,235,332

- **2023 ARPA Expenditures**:
  - Spent $3.5M on ARPA approved projects in 2023
  - Total ARPA expenditures through 2023 is $5.3M
  - Remaining $5.7M must be spent or obligated by December 31, 2024
- **2023 CIP Expenditures:**
  - Completed $2.1M of CIP projects in 2023
  - Carried over $1.9M to 2024 for unfulfilled/incomplete projects
  - Returned $44k to 'Unallocated CIP' from under budget projects or projects that are no longer needed (per Department Head direction)
- **Other Highlights:**
  - Earned Interest Income of $2.1M, an increase of $1.3M over 2022
  - Collected $108.5M in Current Property Taxes on behalf of all jurisdictions and settled out $61.8M
  - Auditor-Treasurer staff processed over 51,000 current tax payments

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 02/29/2024
17% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
GENERAL FUND					
Board of Commissioners	$ 208,024	$ 208,024	$ 97,208	47%	2024 AMC & MICA Dues
District Court	212,500	212,500	32,745	15%	
Law Library	*30,000*	*162,368*	*5,249*	*3%*	*Restricted*
County Administrator	83,200	83,200	26,753	32%	HUB Q1 Fee
Auditor-Treasurer	28,065	28,065	2,218	8%	
Audit	110,000	110,000	800	1%	
Assessor	79,850	79,850	8,008	10%	
Enterprise Services	4,182,484	4,182,484	754,720	18%	
Central Services	110,750	110,750	12,536	11%	
Elections	116,500	277,904	41,744	15%	
County Attorney	92,550	92,550	29,548	32%	
County Attorney Forfeiture	-	*34,998*	-	*0%*	*Restricted*
Recorder	17,950	17,950	6,540	36%	1st Half Title Examiner Fee
Recorder Compliance/Technology	*1,500*	*2,207,802*	*42,577*	*2%*	*Restricted*
Maintenance	1,008,089	1,008,089	107,117	11%	
Planning & Zoning	291,500	291,500	30,760	11%	
General Government	1,287,695	1,403,150	828,267	59%	2024 General Liability Insurance
Contingency	100,000	225,630	-	0%	
Sheriff	930,521	930,521	111,361	12%	
Sheriff Forfeitures	-	*29,484*	*17,764*	*60%*	*Restricted*
Boat & Water	-	-	-	*0%*	*Restricted*
Sheriff's Reserve	-	*9,824*	*3,430*	*35%*	*Restricted*
Snowmobile Safety	-	-	-	*0%*	*Restricted*
Sheriff's Contingency	-	*6,253*	-	*0%*	*Restricted*
Gun Permits	-	*137,549*	*833*	*1%*	*Restricted*
Project Lifesaver	-	*5,986*	-	*0%*	*Restricted*
Public Safety Grants	*161,500*	*1,256,181*	*13,959*	*1%*	*Restricted*
Coroner	153,159	153,159	38,267	25%	
County Jail	742,650	742,650	90,943	12%	
Jail Canteen	-	*181,516*	*34,172*	*19%*	*Restricted*
Probation & Parole	131,006	131,006	9,273	7%	
Emergency Management	33,374	33,374	30,807	92%	2024 CODERED
E-911	*162,000*	*630,248*	-	*0%*	*Restricted*
Controlled Substances - Share of Fines	-	*298*	-	*0%*	*Restricted*
Historical Society	40,000	40,000	20,000	50%	1st Half Allocation
Regional Library	778,495	778,495	389,247	50%	1st Half Allocation
Parks	137,000	137,000	7,761	6%	
County Agricultural Society	16,000	16,000	-	0%	
County Extension Services	141,200	141,200	9,163	6%	
Soil & Water	200,000	200,000	100,000	50%	1st Half Allocation
Water Quality Grant	*80,900*	*361,139*	*2,148*	*1%*	*Restricted*
Sewer Grants	-	*45,494*	*17,690*	*39%*	*Restricted*
Wetland Grant	*5,000*	*5,000*	*5,672*	*113%*	*Restricted - has offsetting revenue*
Watercraft Inspection	*86,100*	*211,661*	*139*	*0%*	*Restricted*
Economic Development	47,000	47,000	-	0%	
TOTAL GENERAL FUND	**$ 11,806,562**	**$ 16,967,852**	**$ 2,929,419**	**17%**	
ROAD AND BRIDGE FUND					
Surveyor	$ 5,050	$ 5,050	$ 1,448	29%	Annual Reg Fee
Highway Administration	33,600	33,600	7,076	21%	Annual Dues
Highway Engineering	2,956,450	2,956,450	329,814	11%	
Highway Construction	12,940,000	14,240,000	908,926	6%	
Highway Maintenance	3,033,550	3,033,550	265,464	9%	
Equipment Maintenance/Shop	932,200	932,200	216,109	23%	Harris Shop Improvements
Traffic Operations	437,500	437,500	7,744	2%	
TOTAL ROAD AND BRIDGE FUND	**$ 20,338,350**	**$ 21,638,350**	**$ 1,736,581**	**8%**	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 02/29/2024
17% OF YEAR COMPLETE

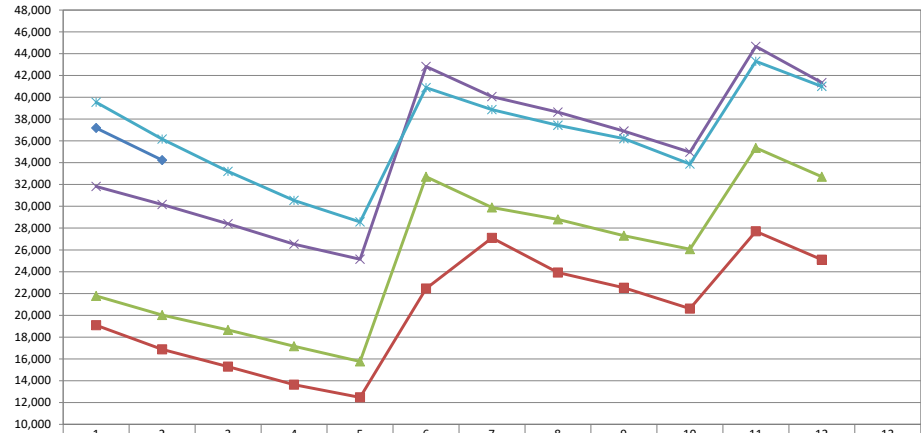
	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
HEALTH AND HUMAN SERVICES					
Veterans Service	$ 37,150	$ 37,150	$ 4,767	13%	
Income Maintenance	792,045	1,070,889	128,943	12%	
Social Services	3,794,095	4,032,942	523,521	13%	
Public Health Nursing	332,030	332,030	47,200	14%	
Opioid Settlement	-	*618,129*	-	*0%*	*Restricted*
TOTAL HEALTH AND HUMAN SERVICES	**$ 4,955,320**	**$ 6,091,140**	**$ 704,431**	**12%**	
BUILDING FUND					
General Government	$ 83,602	$ 153,671	$ 83,602	54%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	
TOTAL BUILDING FUND	**$ 83,602**	**$ 170,671**	**$ 83,602**	**49%**	
CAPITAL EQUIPMENT FUND					
Administration	$ 9,055	$ 36,567	$ 20,317	56%	
Armer Radio - Replacement Fund	-	328,580	-	0%	
Auditor-Treasurer & Elections	65,500	160,911	-	0%	
Enterprise Servcies	587,800	974,791	18,613	2%	
HHS	-	80,000	-	0%	
Facilities/Maintenance	806,086	891,019	38,312	4%	
Other General Government *(Unallocated)*	-	56,901	-	0%	
Sheriff	548,617	771,391	381,905	50%	
Emergency Management	9,295	9,295	-	0%	
Highway	905,500	1,583,756	390,111	25%	
Environmental Services/Parks	361,500	361,500	-	0%	
TOTAL CAPITAL EQUIPMENT FUND	**$ 3,293,353**	**$ 5,254,711**	**$ 849,258**	**16%**	
SOLID WASTE FUND					
Score Grant Fund	$ 271,900	$ 271,900	$ 18,173	7%	
HHW Operations	443,430	907,467	26,190	6%	
TOTAL SOLID WASTE FUND	**$ 715,330**	**$ 1,179,367**	**$ 44,363**	**4%**	
LAKE IMPROVEMENT DISTRICT MAINTENANCE					
Lake Improvement District Maintenance	$ 196,000	$ 196,000	$ 20,394	10%	
TOTAL LAKE IMPV DISTRICT MAINT	**$ 196,000**	**$ 196,000**	**$ 20,394**	**10%**	
DEBT SERVICE FUND					
Road Debt	$ 2,108,019	$ 2,108,019	$ 1,775,605	84%	Principal + Interest
HHS Debt	260,781	260,781	231,575	89%	Principal + Interest
Library Debt	474,075	474,075	425,945	90%	Principal + Interest
Jail Debt	1,057,731	1,057,731	795,349	75%	Principal + Interest
Business Park Bonds	244,440	244,440	190,240	78%	Principal + Interest
Capital Projects	628,684	628,684	526,219	84%	Principal + Interest
TOTAL DEBT SERVICE FUND	**$ 4,773,730**	**$ 4,773,730**	**$ 3,944,933**	**83%**	
TOTAL ALL FUNDS	**$ 46,162,247**	**$ 56,271,821**	**$ 10,312,981**	**18%**	

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 02/29/2024
17% OF YEAR COMPLETE

	Adopted Budget	Actual	% of Budget
GENERAL FUND			
Board of Commissioners	$ 230,108	$ 46,180	20%
Law Library	10,514	1,106	11%
County Administrator	1,028,189	158,848	15%
Auditor-Treasurer	823,213	134,650	16%
Assessor	986,228	170,457	17%
Enterprise Services	2,153,925	338,626	16%
Elections	37,386	2,537	7%
County Attorney	2,832,540	477,755	17%
Recorder	346,477	46,239	13%
Maintenance	661,442	100,753	15%
Planning & Zoning	1,117,645	241,487	22%
Sheriff	7,297,256	1,216,084	17%
County Jail	4,324,033	780,291	18%
Probation & Parole	1,320,479	208,397	16%
Emergency Management	118,053	21,493	18%
Parks	465,220	56,089	12%
Water Quality Grant	118,293	22,994	19%
Wetland Grant	113,352	19,490	17%
Watercraft Inspection	229,223	15,280	7%
TOTAL GENERAL FUND	**$ 24,213,576**	**$ 4,058,756**	**17%**
ROAD AND BRIDGE FUND			
Surveyor	$ 168,442	$ 28,278	17%
Highway Administration	390,743	69,196	18%
Highway Engineering	1,069,593	178,951	17%
Highway Maintenance	1,961,065	333,256	17%
Equipment Maintenance/Shop	487,335	111,702	23%
Traffic Operations	209,075	39,375	19%
TOTAL ROAD AND BRIDGE FUND	**$ 4,286,253**	**$ 760,758**	**18%**
HEALTH AND HUMAN SERVICES			
Veterans Service	$ 220,212	$ 36,324	16%
Income Maintenance	3,110,312	538,693	17%
Social Services	7,423,133	1,229,183	17%
Public Health Nursing	1,888,620	277,513	15%
TOTAL HEALTH AND HUMAN SERVICES	**$ 12,642,277**	**$ 2,081,713**	**16%**
SOLID WASTE FUND			
Score Grant Fund	$ 61,067	$ 10,268	17%
HHW Operations	186,746	27,618	15%
TOTAL SOLID WASTE FUND	**$ 247,813**	**$ 37,886**	**15%**
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	$ 169,330	$ 27,948	17%
TOTAL LAKE IMPV DISTRICT MAINT	**$ 169,330**	**$ 27,948**	**17%**
TOTAL ALL FUNDS	**$ 41,559,249**	**$ 6,967,061**	**17%**

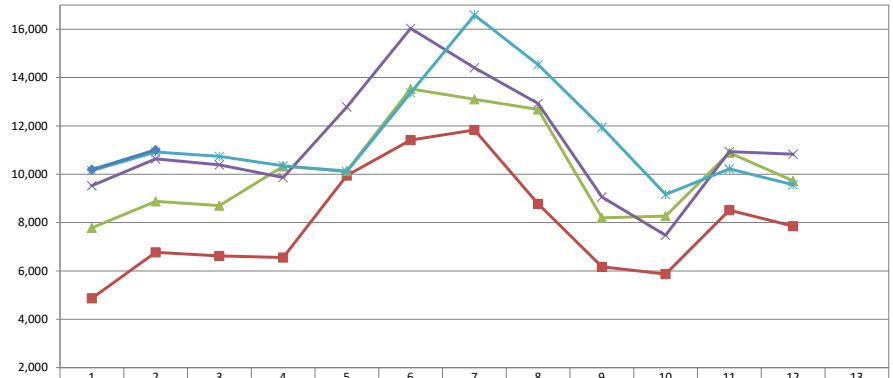
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2020-2024



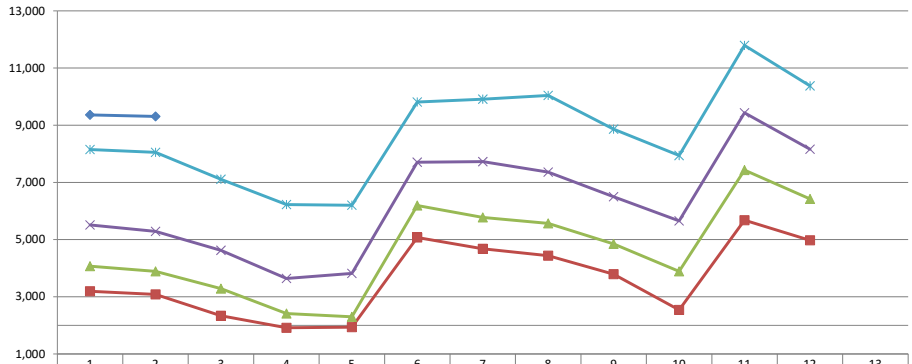
	1	2	3	4	5	6	7	8	9	10	11	12	13
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101	
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704	
2022	31,823	30,169	28,401	26,522	25,144	42,821	40,066	38,629	36,901	34,966	44,667	41,343	
2023	39,545	36,157	33,205	30,535	28,566	40,874	38,871	37,426	36,201	33,879	43,300	40,988	
2024	37,178	34,237											

Road & Bridge Fund Balance by Month 2020-2024

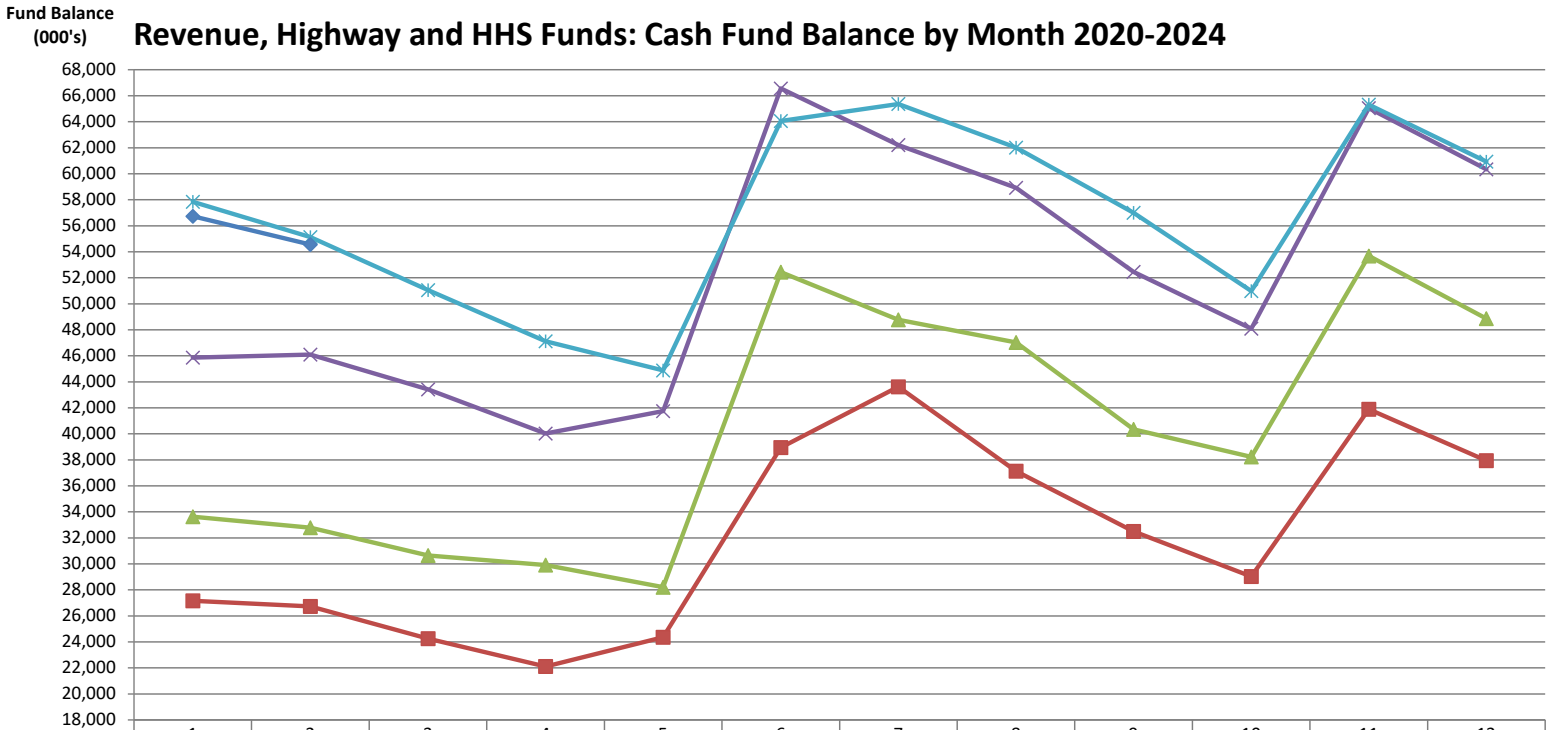


	1	2	3	4	5	6	7	8	9	10	11	12	13
2020	4,869	6,770	6,620	6,554	9,950	11,412	11,832	8,774	6,173	5,868	8,514	7,856	
2021	7,783	8,879	8,703	10,323	10,144	13,532	13,100	12,679	8,196	8,267	10,892	9,726	
2022	9,528	10,634	10,392	9,864	12,786	16,033	14,405	12,924	9,058	7,477	10,935	10,828	
2023	10,151	10,922	10,739	10,353	10,111	13,364	16,583	14,537	11,938	9,164	10,223	9,565	
2024	10,193	11,009											

Health & Human Services: Cash Fund Balance by Month 2020-2024



	1	2	3	4	5	6	7	8	9	10	11	12	13
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977	
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425	
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653	9,435	8,163	
2023	8,152	8,049	7,110	6,226	6,201	9,814	9,908	10,040	8,864	7,944	11,792	10,374	
2024	9,361	9,308											



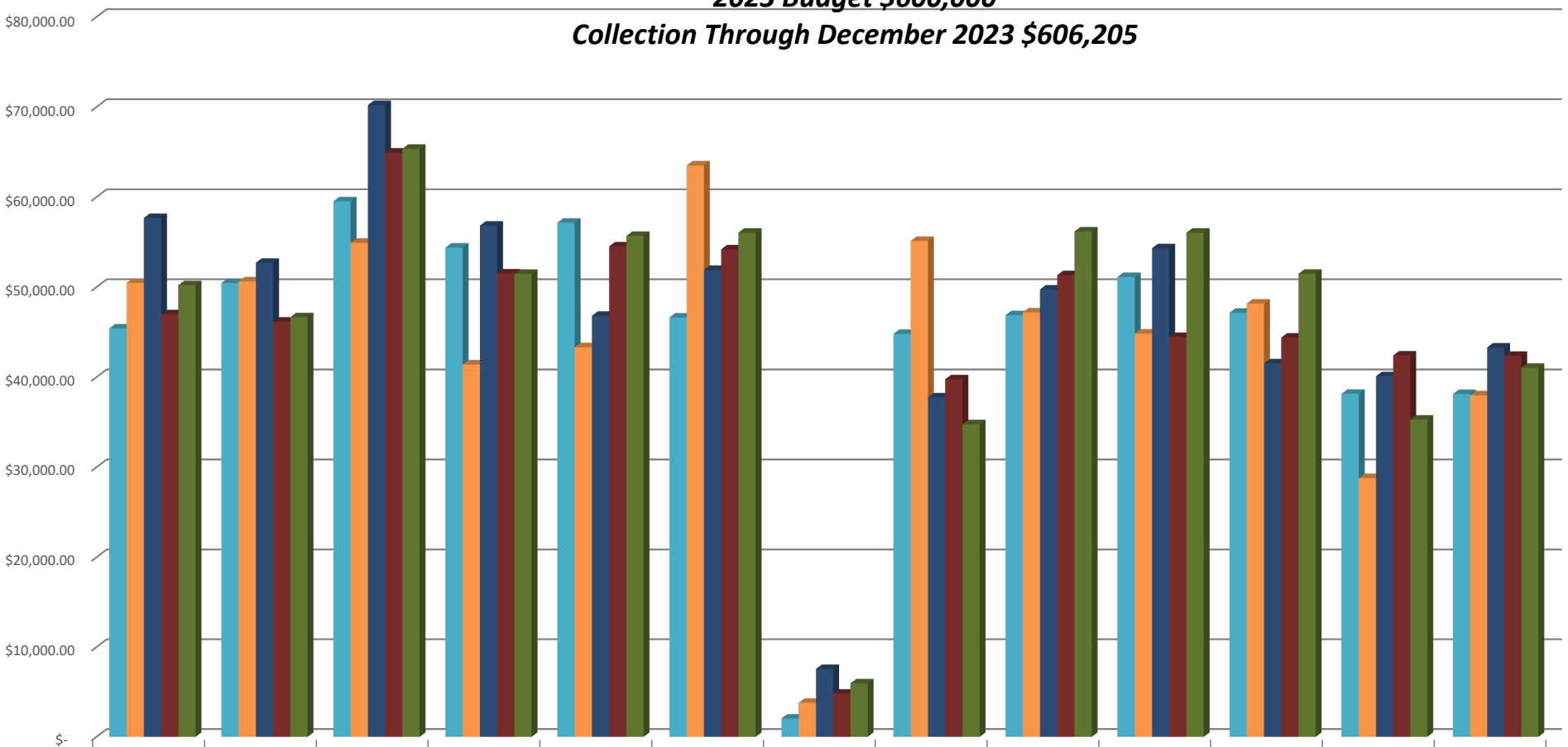
	1	2	3	4	5	6	7	8	9	10	11	12
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900	28,211	52,436	48,767	47,036	40,338	38,222	53,683	48,855
2022	45,863	46,089	43,418	40,026	41,748	66,560	62,198	58,915	52,458	48,096	65,037	60,334
2023	57,848	55,128	51,054	47,114	44,878	64,052	65,362	62,003	57,003	50,987	65,315	60,927
2024	56,732	54,554										

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through December 2023 $606,205



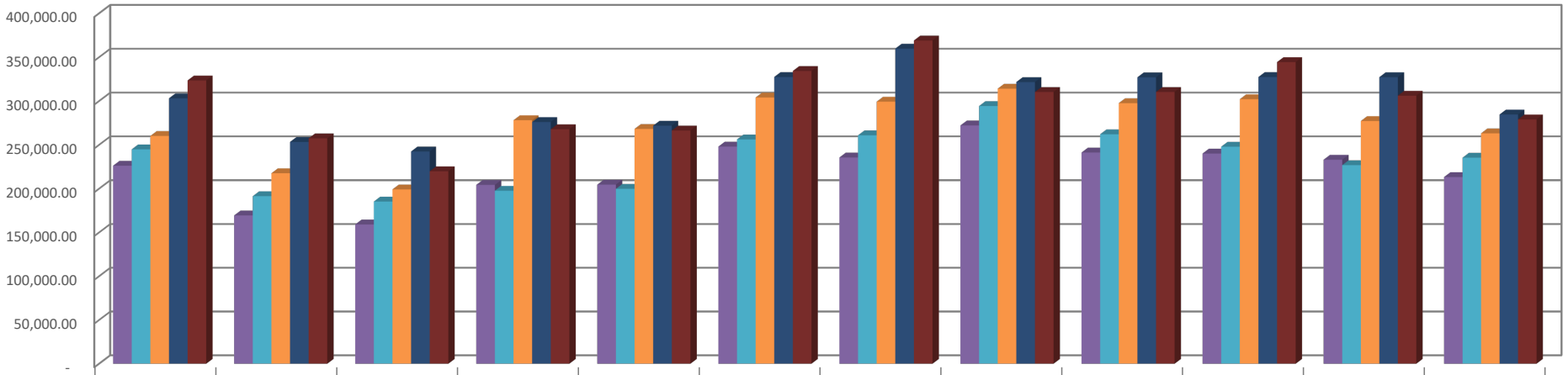
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$63,508.19	$3,796.36	$55,127.16	$47,193.47	$44,838.16	$48,168.82	$28,795.38	$37,983.69
2021	$57,675.88	$52,708.33	$70,214.38	$56,833.00	$46,820.71	$51,916.89	$7,560.47	$37,755.23	$49,732.78	$54,316.23	$41,540.05	$40,106.74	$43,298.19
2022	$46,984.14	$46,175.17	$64,940.55	$51,523.73	$54,524.84	$54,193.75	$4,820.30	$39,766.40	$51,328.18	$44,461.49	$44,395.41	$42,404.86	$42,375.86
2023	$50,213.73	$46,656.30	$65,361.61	$51,476.42	$55,686.04	$56,045.62	$5,954.89	$34,774.87	$56,178.32	$56,045.62	$51,483.00	$35,288.00	$41,040.38

Sales Tax

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through December 2023 $3,588,158



	January	February	March	April	May	June	July	August	September	October	November	December
2019	226,169.98	169,393.34	159,101.39	204,286.41	204,569.35	247,948.11	235,535.00	272,109.23	241,194.99	240,048.97	233,020.64	213,197.33
2020	244,822.69	191,388.15	185,240.25	197,581.84	199,802.27	256,119.85	260,845.66	294,224.99	262,009.72	247,842.61	226,771.81	235,295.92
2021	260,106.74	217,561.62	199,107.90	278,069.85	268,126.90	303,945.22	299,222.82	314,042.03	297,541.95	301,996.51	277,139.04	263,063.00
2022	303,035.44	253,275.28	242,386.41	276,025.44	271,845.87	327,383.41	359,757.77	321,598.37	326,999.59	327,346.98	327,169.00	284,561.00
2023	323,437.59	257,402.98	219,827.41	267,813.46	266,348.40	334,268.17	369,019.20	310,302.57	310,304.60	344,378.96	306,053.98	279,000.40

ARPA
Budget to Actual
As of February 29, 2024

ADMINISTRATION

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0335 ADM	Broadband	1,466,986	(1,317,986)	$ (149,000)	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	(100,000)	-
2023 ADD	Administration Fee/Unallocated	753,400	-	-	753,400
2023 ADD	Management Training - 2024	10,000	-	(10,000)	-
2023 ADD	Legal Counsel	30,000	-	(30,000)	-
		$ 2,360,386	**$ (1,317,986)**	**$ (289,000)**	**$ 753,400**

ATTORNEY

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(42,070)	$ (65,948)	-
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(47,457)	(4,011)	-
2023 ADD	LENS Update	40,600	-	(40,600)	-
		$ 200,086	**$ (89,527)**	**$ (110,559)**	**$ -**

AUDITOR-TREASURER

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	$ 250,000	$ (109,630)	$ (140,370)	$ -
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	30,000	-	(30,000)	-
		$ 280,000	**$ (109,630)**	**$ (170,370)**	**$ -**

EMERGENCY MANAGEMENT

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ (4,550)**	**$ (55,450)**	**$ -**

ENTERPRISE SERVICES

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	$ 75,000	$ (48,024)	$ (26,976)	$ -
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	1,966,546	(489,172)	(1,477,374)	-
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	-	(60,000)	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	-	(100,000)	-
2024 ADD	Additional Cloud SharePoint Storage	35,800	-	(35,800)	-
2024 ADD	*ARPA ARMER* Radios (2) - Stacy squads	12,221	-	(12,221)	-
2024 ADD	*ARPA ARMER* Radios (35) - Public Works	99,649	-	(99,649)	-
2024 ADD	*ARPA ARMER* CL Library Security upgrade	4,884	-	(4,884)	-
2024 ADD	VPN Service - Sheriff Squads	26,000	-	(26,000)	-
		$ 2,380,100	**$ (537,196)**	**$ (1,842,904)**	**$ -**

ARPA
Budget to Actual
As of February 29, 2024

ENVIRONMENTAL SERVICES

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l $109,500 allocated on 04/12/23)	184,500	(91,611)	(92,889)	-
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building (add'l $30,000 allocated on 04/12/23, add'l $5,605 allocated on 8/9/23)	185,605	(131,150)	(54,455)	-
ARPA-0305 ENVS	Water Resources Grant Match	250,000	(64,779)	(185,221)	-
ARPA-0306 ENVS	Water Resources Truck	50,000	-	(50,000)	-
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	(4,981)	(116,219)	-
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	(2,354)	(23,159)	-
2023 ADD	Ki Chi Saga Septic System	21,000	(2,196)	(18,804)	-
2023 ADD	Sunrise Prairie Regional Trail - seeding and fertilizing (not included in original bid)	70,000	-	(70,000)	-
2023 ADD	Planning Code Review	14,000	-	(14,000)	-
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	-
		$ 1,202,818	**$ (297,071)**	**$ (905,747)**	**$ -**

LID

Project #	Description	Budget	Actual	Allocated	Amount Remaining
2024 ADD	Channel and Weir Project	**$ 175,000**	**$ -**	**$ (175,000)**	**$ -**

MAINTENANCE

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 111,119	$ (44,448)	$ (66,671)	$ -
2023 ADD	Concrete Repairs	54,300	(3,300)	(51,000)	-
		$ 165,419	**$ (47,748)**	**$ (117,671)**	**$ -**

SHERIFF'S OFFICE

Project #	Description	Budget	Actual	Allocated	Amount Remaining
2023 ADD	Recruitment Program	$ 55,000	$ (23,500)	$ (31,500)	$ -
2023 ADD	School Safety	40,000	-	(40,000)	-
2024 ADD	Stacy Squads (2)	170,856	-	(170,856)	-
		$ 265,856	**$ (23,500)**	**$ (242,356)**	**$ -**

COMPLETED PROJECTS

Project #	Description	Budget	Actual	Allocated	Amount Remaining
		$ 3,900,142	**$ (3,900,142)**		**$ -**
	TOTALS	**$ 10,989,807**	**$ (6,327,350)**	**$ (3,909,057)**	**$ 753,400**

CHISAGO COUNTY
ARPA FUNDS SUMMARY

INFRASTRUCTURE INVESTMENTS

PROGRAM NAME	SPENT	ALLOCATED	TOTAL
COUNTY INFRASTRUCTURE	**$3,401,938**	**$2,091,721**	**$5,493,659**
CC PUBLIC WORKS HARRIS SHOP IMPROVEMENTS	$1,048,300		
CC GOV'T CENTER ENERGY EFFICIENCY UPGRADES	$729,577		
ARMER INFRASTRUCTURE UPGRADE/REPLACEMENT	$502,410	$1,580,890	
CC 'OLD' JAIL DEMOLITION	$439,467		
CC HOUSEHOLD HAZARDOUS WASTE COLD STORAGE	$281,000		
KI CHI SAGA PARK MUNICIPAL BUILDING	$121,190	$64,415	
CC PARKS MAINTENANCE COLD STORAGE/SHOP	$105,500		
CC GOV'T CENTER ELEVATOR REPAIR	$44,448	$66,671	
CC ARROWHEAD TRANSIT FACILITY - HVAC RPLCMNT	$26,012		
SWEDISH IMMIGRANT TRAIL CONNECTION - ENGINEERING	$10,227	$23,052	
KI CHI SAGA SEPTIC SYSTEM	$2,196	$18,804	
MOUNTAIN BIKE COURSE - KI CHI SAGA PARK	$91,611	$92,889	
CHANNEL & WEIRS PROJECT - LAKE IMP DISTRICT		$175,000	
SUNRISE PRAIRIE REGIONAL TRAIL - SEEDING & FERTILIZING		$70,000	
TOTAL INFRASTRUCTURE INVESTMENTS (50% OF FUNDS)			**$5,493,659**

COMMUNITY SUPPORT

PROGRAM NAME	SPENT	ALLOCATED	TOTAL
BROADBAND GRANTS	**$1,317,986**	**$149,000**	**$1,466,986**
FRANCONIA TOWNSHIP	$200,000		
AMADOR TOWNSHIP	$200,000		
EAST CENTRAL ENERGY	$200,000		
SHAFER TOWNSHIP	$200,000		
CITY OF HARRIS	$186,736		
CHISAGO LAKE TOWNSHIP	$171,000		
HOMETOWN FIBER	$99,950		
CITY OF WYOMING	$60,300		
FUTURE PROJECTS		$149,000	
SCHOOL GRANTS	**$600,000**	**$40,000**	**$640,000**
CHISAGO LAKES SCHOOL DISTRICT	$228,534		
NORTH BRANCH AREA SCHOOLS	$189,105		
FOREST LAKE AREA SCHOOLS	$94,159		
RUSH CITY PUBLIC SCHOOLS	$65,144		
CAMBRIDGE-ISANTI SCHOOLS	$17,168		
BRAHAM AREA SCHOOLS	$5,890		
FUTURE PROJECTS		$40,000	
COMMUNITY OUTREACH GRANTS	**$216,061**	**$401,437**	**$617,498**
CHILDREN'S SERVICES COLLABORATIVE	$118,298		
CHISAGO COUNTY HISTORICAL SOCIETY	$28,000		
WATER RESOURCES MATCHING GRANTS	$64,780	$185,220	
LOWER ST. CROIX WATERSHED PLANNING	$4,983	$116,217	
CHILDCARE PROVIDER ASSISTANCE TRAINING		$100,000	
TOTAL COMMUNITY SUPPORT (25% OF FUNDS)			**$2,724,484**

COUNTY EXPENSES

PROGRAM NAME	SPENT	ALLOCATED	TOTAL
COUNTY EXPENSES	**$1,089,208**	**$1,682,456**	**$2,771,664**
TECHNOLOGY	$727,698	$389,146	
COUNTY ATTORNEY	$89,527	$110,559	
MAINTENANCE	$180,250	$77,545	
ADMINISTRATION	$40,303	$753,400	
SHERIFF'S OFFICE	$23,500	$202,356	
JAIL	$13,058		
PUBLIC HEALTH	$8,190		
EMERGENCY MANAGEMENT	$4,550	$55,450	
LAKE IMPROVEMENT DISTRICT	$2,132		
ENVIRONMENTAL SERVICES		$64,000	
AUDITOR-TREASURER		$30,000	
TOTAL COUNTY EXPENSES (25% OF FUNDS)			**$2,771,664**
TOTAL ARPA FUNDS SPENT & ALLOCATED			**$10,989,807**

2024 Capital Improvement Plan
Budget to Actual
As of February 29, 2024

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	10,000	-	10,000
Laser Measuring Tools (Assessor)	**2023 ADD**	CARRYOVER	1,567	(1,567)	-
Total Carryover from 2023			11,567	(1,567)	10,000
Community Engagement	**ADM-0419**	2024 CIP BUDGET	25,000	(18,750)	6,250
Total 2024 CIP Budget			**25,000**	**(18,750)**	**6,250**
Total			**$ 36,567**	**$ (20,317)**	**$ 16,250**

AUDITOR-TREASURER & ELECTIONS

Description	Project #	Source	Budget	Actual	Remaining
Election Equipment Replacement Fund	**AUD-0137**	CARRYOVER	90,911	-	90,911
Election Results - Storage Media	**AUD-0139**	CARRYOVER	4,500	-	4,500
Total Carryover from 2023			**95,411**	**-**	**95,411**
Election Equipment Replacement Fund	**AUD-0137**	2024 CIP BUDGET	59,000	-	59,000
Election Results - Storage Media	**AUD-0139**	2024 CIP BUDGET	4,500	-	4,500
Safe	**AUD-0418**	2024 CIP BUDGET	2,000	-	2,000
Total 2024 CIP Budget			**65,500**	**-**	**65,500**
Grand Total			**$ 160,911**	**$ -**	**$ 160,911**

FACILITY MAINTENANCE

Description	Project #	Source	Budget	Actual	Remaining
Repair Courthouse lots	**MNT-0055**	CARRYOVER	5,000	-	5,000
Better Hallway Signage on 3rd floor	**MNT-0219**	CARRYOVER	1,000	-	1,000
Fencing and Parking Gate at PSC	**MNT-0267**	CARRYOVER	47,213	(1,775)	45,438
Ceiling Tile Rplcmnt Overage (ARPA-0062)	**2023 ADD**	CARRYOVER	31,720	(21,048)	10,672
Total Carryover from 2023			**84,933**	**(22,823)**	**62,110**
Parking lot repairs at PSC	**MNT-0054**	2024 CIP BUDGET	20,000	-	20,000
Replace carpet in public hallways at Gov't Center (1989 side)	**MNT-0063**	2024 CIP BUDGET	60,000	-	60,000
Main lift for PSC	**MNT-0071**	2024 CIP BUDGET	18,000	-	18,000
Replace exterior doors at NBHHS	**MNT-0076**	2024 CIP BUDGET	10,000	-	10,000
Repair/Replace retaining wall around paring lot at Gov't Center	**MNT-0186**	2024 CIP BUDGET	250,000	-	250,000
Replace Leibert HVAC in data center at Gov't Center	**MNT-0187**	2024 CIP BUDGET	200,000	-	200,000
Replace alarm system in Gov't Center (1989 side & DES)	**MNT-0191**	2024 CIP BUDGET	80,000	-	80,000
Replace analog cameras in Courthouse for courthouse security	**MNT-0193**	2024 CIP BUDGET	30,000	-	30,000
Updates to 3rd floor victim/witness waiting area	**MNT-0222**	2024 CIP BUDGET	20,000	-	20,000
Office security changes for County Administration	**MNT-0393**	2024 CIP BUDGET	50,000	(15,489)	34,511
Window blinds for 3rd floor at Courhouse	**MNT-0396**	2024 CIP BUDGET	3,086	-	3,086
Add fencing and electronic gate to Harris DO	**MNT-0414**	2024 CIP BUDGET	65,000	-	65,000
Total 2024 CIP Budget			**806,086**	**(15,489)**	**790,597**
Grand Total			**$ 891,019**	**$ (38,312)**	**$ 852,707**

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	**N/A**	REVENUE	210,302	(102,472)	107,830
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	CARRYOVER	12,472	(12,472)	-
Total Carryover from 2023			**222,774**	**(114,944)**	**107,830**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	2024 CIP BUDGET	414,670	(242,445)	172,225
NOPTIC NV3 Night Vision	**CCSO-0367**	2024 CIP BUDGET	8,000	-	8,000
Drone	**CCSO-0368**	2024 CIP BUDGET	20,075	(19,688)	387
Patrol Supressors	**CCSO-0369**	2024 CIP BUDGET	12,750	(12,090)	660
Less Lethal - Pepperball	**CCSO-0374**	2024 CIP BUDGET	5,172	(5,210)	(38)
SWAT Helmets	**CCSO-0379**	2024 CIP BUDGET	8,250	-	8,250
Ballistic bunker replacements	**CCSO-0416**	2024 CIP BUDGET	72,000	-	72,000
SWAT rifle place replacement	**CCSO-0417**	2024 CIP BUDGET	7,700	-	7,700
Total 2024 CIP Budget			**548,617**	**(279,433)**	**269,184**
Grand Total			**$ 771,391**	**$ (381,905)**	**$ 377,014**

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	**ENVS-0121**	2024 CIP BUDGET	175,000	-	175,000
3/4 ton truck replacement	**ENVS-0123**	2024 CIP BUDGET	60,000	-	60,000
Swedish Immigrant Regional Trail land acquisition	**ENVS-0129**	2024 CIP BUDGET	50,000	-	50,000
Checkerboard Park swing replacement	**ENVS-0376**	2024 CIP BUDGET	16,000	-	16,000
Sunrise Prairie Trail benches	**ENVS-0381**	2024 CIP BUDGET	25,000	-	25,000
Millermatic 252 wire feed welder	**ENVS-0382**	2024 CIP BUDGET	5,500	-	5,500
Ki Chi Saga shelter picnic tables	**ENVS-0383**	2024 CIP BUDGET	10,000	-	10,000
Trash and recycling containers for park shelters	**ENVS-0384**	2024 CIP BUDGET	20,000	-	20,000
Total 2024 CIP Budget			**$ 361,500**	**$ -**	**$ 361,500**

2024 Capital Improvement Plan
Budget to Actual
As of February 29, 2024

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	**N/A**	REVENUE	84,350	-	84,350
Hydrant Replacement	**N/A**	CARRYOVER	10,073	-	10,073
1-Ton Work Truck	**PWKS-0168**	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	**PWKS-0206**	CARRYOVER	76,563	-	76,563
Tandem Snow Plow Truck	**PWKS-0171**	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	**PWKS-0172**	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	**PWKS-0209**	2023 CIP BUDGET	80,000	(60,911)	19,089
Fuel Island Repairs	**PWKS-0233**	2023 CIP BUDGET	27,270	-	27,270
Total Carryover from 2023			**678,256**	**(60,911)**	**617,345**
1-ton Work Truck	**PWKS-0167**	2024 CIP BUDGET	75,000	-	75,000
Traffic Counters	**PWKS-0400**	2024 CIP BUDGET	20,000	-	20,000
Thermoplastic Heaters	**PWKS-0401**	2024 CIP BUDGET	10,000	(9,000)	1,000
938M Wheel Loader	**PWKS-0402**	2024 CIP BUDGET	300,000	-	300,000
Snowblower for Loader	**PWKS-0403**	2024 CIP BUDGET	65,000	(62,500)	2,500
Vehicle Lift	**PWKS-0404**	2024 CIP BUDGET	30,000	-	30,000
272D Skid Steer	**PWKS-0405**	2024 CIP BUDGET	85,000	(83,225)	1,775
299D Skid Steer	**PWKS-0406**	2024 CIP BUDGET	111,000	(111,000)	-
Chainsaws	**PWKS-0407**	2024 CIP BUDGET	8,000	-	8,000
Weedwhips	**PWKS-0408**	2024 CIP BUDGET	6,500	-	6,500
1-ton Work Truck	**PWKS-0409**	2024 CIP BUDGET	100,000	-	100,000
Crash Attenuator Trailers	**PWKS-0410**	2024 CIP BUDGET	65,000	(62,900)	2,100
Additional CIP funding for Approved Equipment	**PWKS-0411**	2024 CIP BUDGET	30,000	(575)	29,425
Total 2023 CIP Budget			**905,500**	**(329,200)**	**576,300**
Grand Total			**$ 1,583,756**	**$ (390,111)**	**$ 1,193,645**

TECHNOLOGY

Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	**N/A**	CARRYOVER	37,800	-	37,800
Relocate the Wyoming Emergency Paging Tower	**ENTS-083**	CARRYOVER	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	**ENTS-0088**	CARRYOVER	165,000	-	165,000
Replace network cores at ECC, No parts available	**ENTS-0099**	CARRYOVER	20,970	(13,782)	7,188
Replace network switches that support end user devices at the ECC / 911 due to core replacement	**ENTS-0103**	CARRYOVER	60,000	-	60,000
Total Carryover from 2023			**383,770**	**(13,782)**	**369,988**
Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailibility of replacement parts	**ENTS-0371**	2024 CIP BUDGET	100,800	-	100,800
Replace primary UPS units #1 and #2 in North Branch Data Center due to age and unavailibility of replacement parts	**ENTS-0372**	2024 CIP BUDGET	48,200	-	48,200
2024 Small Equipment Replacement	**ENTS-0385**	2024 CIP BUDGET	255,200	-	255,200
Cyber Security - Policies	**ENTS-0390**	2024 CIP BUDGET	50,000	-	50,000
2024 Small Equipment New Requests	**ENTS-0391**	2024 CIP BUDGET	36,900	(1,610)	35,290
Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room due to age and unavailability of replacement parts	**ENTS-0395**	2024 CIP BUDGET	48,200	-	48,200
Seim Tool - help us detect,prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	**ENTS-0397**	2024 CIP BUDGET	30,000	-	30,000
6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	**ENTS-0415**	2024 CIP BUDGET	18,500	-	18,500
IT Equipment for Probation new hires	**2024 ADD**	2024 CIP BUDGET	3,221	(3,221)	-
Total 2024 CIP Budget			**591,021**	**(4,831)**	**586,190**
Grand Total			**$ 974,791**	**$ (18,613)**	**$ 956,178**

HHS

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

EMERGENCY MANAGEMENT

Description	Project #	Source	Budget	Actual	Remaining
EOC replacement chairs	**EMGT-0386**	2024 CIP BUDGET	9,295		
Total			**$ 9,295**	**$ -**	**$ 9,295**

UNALLOCATED

Description		Source	Budget	Actual	Remaining
2024 Unallocated CIP Funds		CARRYOVER	60,122		
IT Equipment for Probation new hires	12/20/23 Board Mtg	TO TECHNOLOGY	(3,221)		
Total			**$ 56,901**	**$ -**	**$ 56,901**
ARMER			**$ 328,580**		**$ 328,580**
TOTAL ALL DEPARTMENTS			**$ 5,254,711**	**$ (849,258)**	**$ 4,507,925**

TAB II.

Title	Notes:
Financial Worker – Part Time	Replacement – long-term ON HOLD
Case Aide/Front Desk HHS	Replacement – long-term ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
Contracted Workforce Analyst	NEW Grant Funded
MCH Nurse 1.0 Public Health	Replacement – Reposted, declined offers; ON HOLD
Community Health Services Lead (contract)	Replacement – reposted multiple times; ON HOLD
Community Health Worker	NEW under COVID-19 Vaccine Grant – posted 8/30/2023 – ON HOLD
MCH Nurse Team Lead – Public Health	Replacement – ON HOLD
MCH/Family Home Visiting Nurse – Public Health	Replacement – ON HOLD
Social Worker/Case Manager – Children's Services	Replacement – Job Closes 2/14/2024
Social Worker/Case Manager/Permanency	Replacement – accepted offer 2/5/2024
Case Manager – Aging and Disabilities Division	Replacement – accepted offer start date in March
Dispatcher	2 Vacancies as of March/April 2024
Patrol	3 Vacancies – 1 Deputy to cover City of Stacy contract hours and 2 retirements summer 2024
CSO	1 Vacancy – post in summer 2024
Records Clerk	1 Vacancy – retirement March 2024 – accepted offer start date in March
Office Support – Environmental Services	1 Vacancy
Office Support – Probation	1 Vacancy
Assistant County Attorney II	1 Vacancy – accepted offer start date in March
Deputy County Recorder I	1 Vacancy
Assistant County Attorney I	1 Vacancy

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

TAB III.

ARPA Childcare Allocation

March 13th, 2024

At the September 20th, 2023 Board of Commissioner meeting, the Board approved a grant of $75,000 to the Chisago County HRA-EDA for use of the Chisago County Child Care Coalition (+ $25,000 per approved for 'Childcare').

Context:

In the Fall of 2022, the Chisago County HRA-EDA was asked by the First Children's Finance and funded by Initiative Foundation to be the lead agency for a Chisago County effort to help address the need for childcare slots. A coalition was formed, and SMART Goals were created to find solutions to create childcare slots.

First Children's Finance along with the East Central Regional Development Commission (ECRDC) surveyed the county and put together a report specific to the needs of Chisago County. It shows that there is a need for 1,500 additional childcare slots. This is important for parents and businesses. Many local businesses have stated their concern because employees are often unable to come to work regularly because they cannot find childcare.

To encourage the creation of more slots and to retain existing childcare providers the Coalition is requesting $100,000 from the ARPA funds. There are several uses for the funds including grants for upgrading spaces for childcare, startup childcare businesses, training, mentorship, establishing childcare centers, and more.

Current Ask:

Following is how the Chisago County Child Care Coalition determined the ARPA funds would be utilized. We will need to create guidelines and applications for each of these items. There may be movement of some of the funds as opportunities arise as we are still in the planning stages. Please let me know if you need additional information so that we can receive the ARPA funds and how you want us to document the use of the funds.

Chisago County Child Care Coalition Proposed Budget for ARAP Funding

Start Up Home Providers – $10,000
Funds to be used to assist with start-up costs of home based providers.

Existing Home Providers - $10,000
These funds may be used for emergency costs that may close a home-based provider. The funds could also be used to assist with costs of expansion in terms of opening more slots or increasing hours or other efforts to provide more child care.

Center Assistance - $20,000
Assistance with start-up or expansion when additional slots are created.

Technology – $5,000
DHS will be requiring all providers to get on to the "HUB". Funds may help with costs or training around using the system. A web site may be created to help families find child care and for providers to find resources.

Architects/Feasibility - $25,000
For providers to determine if they can afford to build, renovate, find employees, find clients, etc. These funds can help remove the barrier by providing data for them to make decisions around investment in child care.

Schools - $25,000
As directed by the Board of Commissioners. The three primary districts are in the process of meeting to determine a good use of the fund allocated.

Training/Education/Recognition - $5,000
Providers have several needs for training and keeping up with their continuing education credits. This funding could leverage existing training available for events to bring the providers together on occasion. Providers often feel undervalued, and the coalition would like to provide recognition of their services that they provide. This activity may encourage others considering being a provider to move forward.

Total - $100,000

Attachment(s):

- **Chisago County Child Care Coalition PowerPoint**

CHISAGO COUNTY CHILD CARE COALITION

Chisago County Childcare Participants

- Lanay Miller – Chisago County Provider Licensing (Countywide)
- Michelle Thomas – East Central Regional Development Commission
- Jim Willeck – Real Estate (Stacy)
- Sue Moravec – Child Care Provider (Wyoming)
- Amy Mell – Rush City Administrator (Rush City)
- Tara Hallberg – Pine Tech (Wayfinder)
- Daniel McGonigle – Chisago Lakes School Community Ed (Lindstrom)
- Katie Werman Roche – Lindstrom with Passion for Child Care (Lindstrom)
- Madelyn Jensen – Chisago County Health and Human Services – Community Health Specialist
- Jason Zeimer – North Branch Community Development
- Sara Kaminski – Parent /County HRA-EDA – (North Branch)
- Nancy Hoffman – Chisago County HRA-EDA -economic development (Countywide)
- Venus – Family Pathways
- Shelly Kunz – First Children's Finance (FCF)
- Sara Paul – North Branch School
- Erica Bjerketvedt – North Branch School
- Chase Burnham – Chisago County Administrator
- Marlys Dunne – Chisago County Commissioner and Manufacturing Industry
- Don Hickman – Initiative Foundation
- Senator Mark Koran
- Mackenzie Halfen – Chisago County Public Health
- Samantha Olson – Chisago County HRA-EDA
- Jessica Gilder – Initiative Foundation Jessica J. - Lakes and Pines

Testimonial

Madelyn from Chisago County Public Health:

- Over the last two years I have personally and professionally seen the impacts of the childcare gap crisis. From long, and confusing waitlists, limited to no availability, high prices, and poor quality. Finding childcare has been a struggle to say the least.

Mackenzie from Chisago County Public Health

- The lack of childcare spots in the county is placing an impossible decision on families- either leave the county for childcare or leave the workforce, a decision that we experience firsthand as new parents.

Erica from North Branch Schools

- What I frequently see is that mothers with young children are interested in our positions with the school district, but that they have to carefully do the math to see if they would actually make any money after paying for childcare, IF they are able to secure childcare.

- Last year I had a few employees who had to really search and nearly quit because of not being able to find childcare for their infants/toddlers.

CHISAGO COUNTY CHILD CARE COALITION



Chisago County
Child Care Need Analysis



CITIES

55012-Center City
55013 -Chisago City/Wyoming
55032 -Harris
55045 - Lindstrom
55056-North Branch
55069-Rush City
55074-Shafer
55079-Stacy
55084-Taylors Falls

Chisago County
Population 55,844

58
Licensed family child care

7
Licensed child care centers

2
Certified child care centers



1,449
Spots Needed Birth to 5

1,109 Current child care capacity
FCF Calculation

2,392



Children under 5 with all parents working
Estimate based on the 2015-2019 ACS



$650
per month/preschool
Cost of family child care
County level data from 2021 DHS Market Rate Study
Survey 50 percentile price cluster 3

77%
Children under 5 with all parents in the workforce



Estimate based on the 2015-2019 ACS

$858

Child Care Coalition Goals
Goal 1

CHISAGO COUNTY CHILD CARE COALITION

- Explore Special Family Child Care model in local spaces within the county for the purpose of maintaining and creating new child care options.
    - Special Family Child Care Model is more than one provider in a space.



Child Care Coalition Goals
Goal 2

CHISAGO COUNTY CHILD CARE COALITION

Explore local churches for opportunities to expand or create new child care slots.





Child Care Coalition Goals
Goal 3

Establish an Advisory Board to inform decisions for quality child care options.

- Mentorship Program
- Upcoming Training and Appreciation Events

CHISAGO COUNTY
CHILD CARE COALITION

Child Care Coalition Goals
Goal 4

CHISAGO COUNTY CHILD CARE COALITION

Explore funding options including ARPA funds to focus on start-up, expansion, and support for child care.



ARPA Funding Request

CHISAGO COUNTY CHILD CARE COALITION

- Grant funds to assist Child Care Center Start-up or expansions
- School District Child Care Programs
- Piloting a Substitute Provider Program
- Assistance with Accounting and other Back Office Needs
- Child Care Appreciation and Trainings
- Provider Mentoring Programs and Association

TAB IV.

Staffing Proposal for Public Health

March 13th, 2024

As a result of the 2023 Legislative Session, legislators voted to increase funding to support Public Health Infrastructure, Foundational work, and ability to prepare for Public Health Emergencies.

New Funding:

Infrastructure Grant: $185,225 (1 sum over 5 yrs.)
Foundational Grant: $172,800 (annual ongoing funding)
Response Sustainability Grant: $106,201 (annual ongoing funding)

Staffing Proposal

Community Health Supervisor/PH supervisor

- Repurpose Nurse Lead vacant position 1FTE currently grade 14, would need to move to grade 16. Infrastructure grant to cover difference in salary in years 24/25

  - COST → $30,000

Environmental Health Specialist

- Covered 80% by Foundational grant and
- RSG grant to cover EP work 20% of time, covered 100% by grants.

  - COST → $100,000

Public Health Planner

- Repurpose of vacant .8 FTE (nurse)
- Increase from a .8 to 1.0 FTE

- COST → $20,000 Foundational Grant to cover .2 difference

Community Health Worker (*Future Considerations*)

- Increase WIC coordinator position from .8 to 1.0 FTE upon retirement of person currently in role which has been announced for early 2025.

- COST → $30,000 Foundation Funding to Support FTE

Attachment(s):

- **Proposal for Public Staffing Needs PowerPoint**

Staffing Proposal for Public Health

Prepared by: Courtney Wehrenberg, CHS Administrator

MN Statue 145A: CHBs are charged with identifying local public health priorities and implementing activities to address those priorities as well as addressing the “areas of public health responsibility”.

- assure an adequate local public health infrastructure
- promote healthy communities and healthy behavior
- prevent the spread of communicable diseases
- protect against environmental health hazards
- prepare and respond to emergencies
- assure health services.

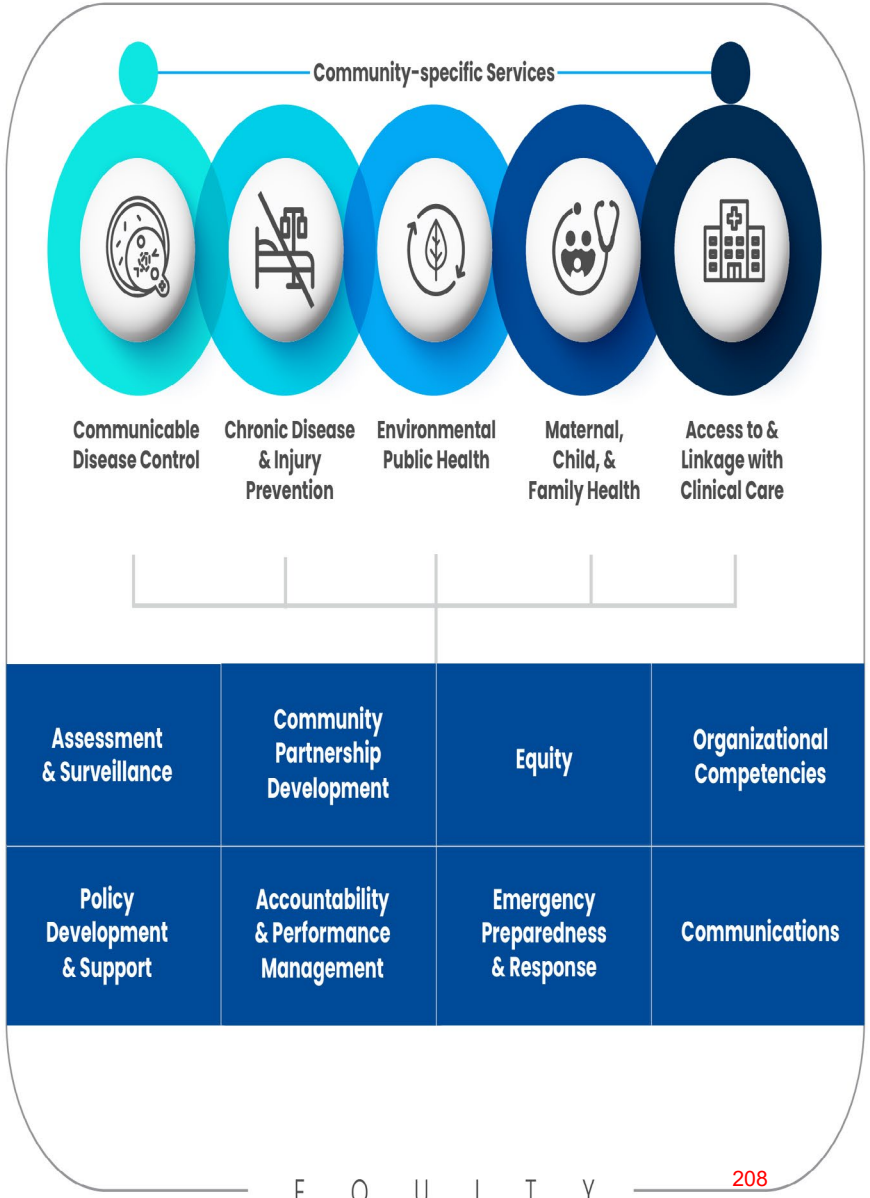
Each of these services are crucial in preventing the spread of communicable diseases, ensuring that the environment is safe and healthy for residents, and promoting the public’s health.

Work done over the past few years to examine what foundational work should look like at a minimum was concluded by MDH, SCHSAC, and local public health.

Findings:

Aligned with (PHAB) National

[Foundational Public Health Responsibilities: National Framework, Minnesota Activities (state.mn.us)]



Example of Public Health Responsibilities

Foundational public health responsibilities	Unique protections and services
Governmental public health must know data and emerging trends related to maternal and child health in the community—such as infant mortality rates, rates of disparity in birth outcomes, infant mortality and child health, and other indicators of the health of mothers and children.	Providing home visiting services to at-risk families is not a foundational public health responsibility. While vital and important to communities, there may be other providers in the community that are able to provide family home visiting services. In many communities, the only provider of this unique protection or service is governmental public health.
Governmental public health is responsible for knowing the demographics of people receiving WIC services, knowing where WIC services are available, and knowing if there are enough providers of WIC services to meet the community's needs.	In communities where there are no agencies available to provide WIC services, it is important for public health to do so. In some communities there may be providers who are able to provide this cost-effective, evidence-based prevention service, and there may be no need for public health to serve as a WIC provider.
Governmental public health is responsible for knowing the youth smoking rates in communities and providing information to state and local policy makers about the impact of policies such as raising the tobacco age on youth smoking and the long-term health implications.	Compliance check of local tobacco retailers may be provided by governmental public health, but could be provided by local law enforcement. Local public health may provide the unique protection or service of providing smoking cessation classes, but there may be other providers of this service in the community.
Governmental public health is responsible for working with hospitals, clinics, and other health system partners to identify services that are needed in the community to meet the health care needs of the elderly, mentally ill, or disabled.	Other providers in the community (hospitals, home care agencies) can provide home care services to the elderly, mentally ill, or disabled. In places where other providers are not available, public health may provide this unique protection or service.
Governmental public health must conduct an assessment of the health of their communities and the state. The significant impact of opioid use on the overall health of the community is identified through the assessment process.	Governmental public health is not responsible for treating people with addiction. Opioid treatment services may be available in area hospitals or treatment programs. Governmental public health would work with local stakeholders to know about the availability of those services.
Governmental public health must know the rates of measles in their communities and in the state. Governmental public health is responsible for conducting disease investigations to find the source of the outbreak, and providing accurate information to the community on preventing further spread.	Providing medical treatment to a child with measles is not a governmental foundational public health responsibility.

Cost & Capacity

- The state of MN along with every Community Health Board/County participated in a cost and capacity assessment.
- This assessment evaluated the cost and ability for each county to provide minimum work to meet mandates or foundational work.

Findings: Link: Cost and capacity assessment: Key findings, next steps, full report (state.mn.us)

Agency level Dashboard: MN_CCA_Individual | Tableau Public

In general, the Metro region consistently scored substantially implemented regarding headline responsibilities and foundational responsibilities. The counties with the highest overall implementation levels were the Metro counties as well as Blue Earth, Brown, Chisago, Countryside, Crow Wing, Isanti, Koochiching, Olmsted, Otter Tail, Polk, and Winona Counties. Pg 54

Recent Legislative Changes

- As a result, legislators voted last session to increase funding to support Infrastructure, Foundational work, and ability to prepare for Emergencies.

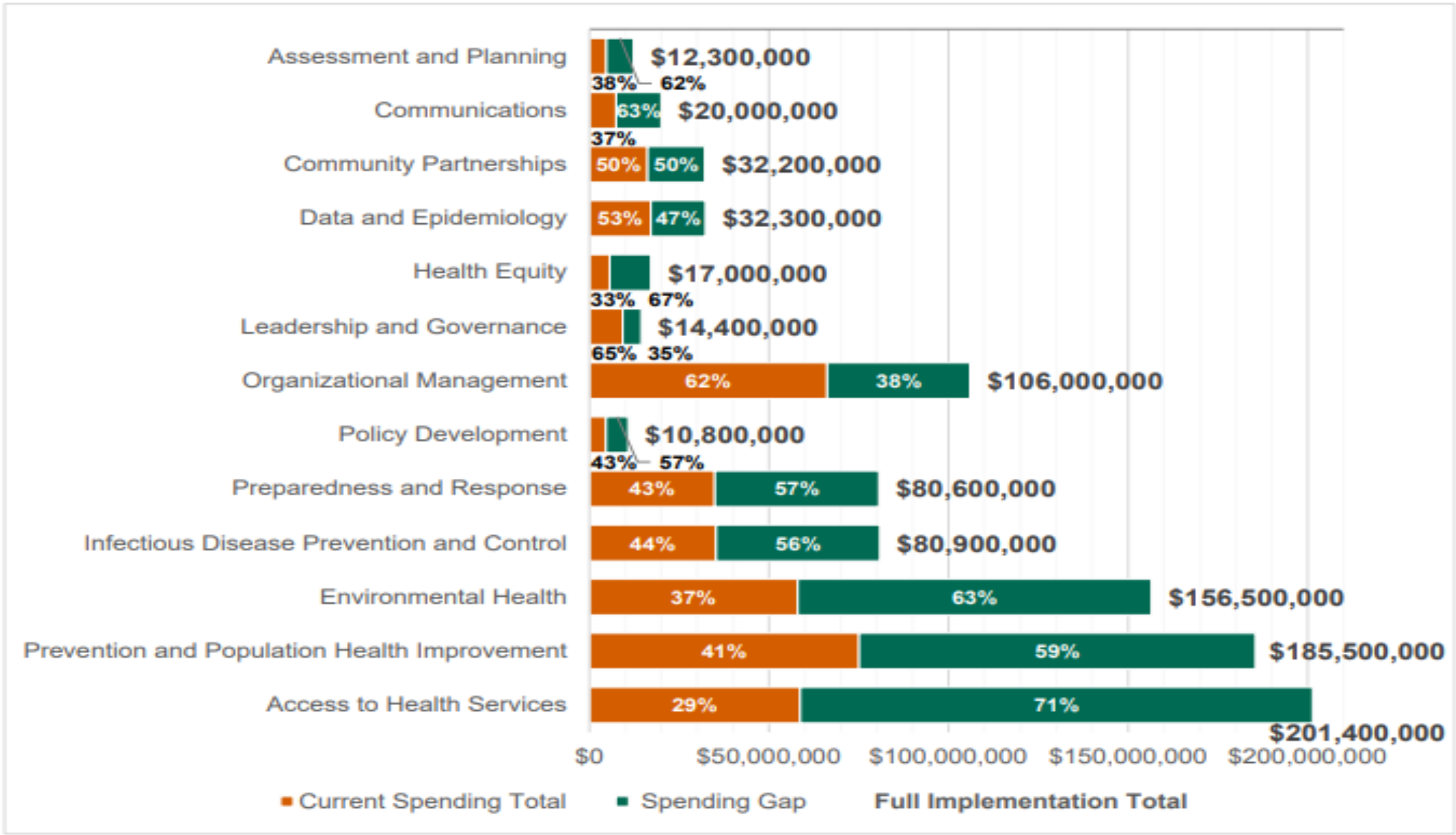
New Funding:

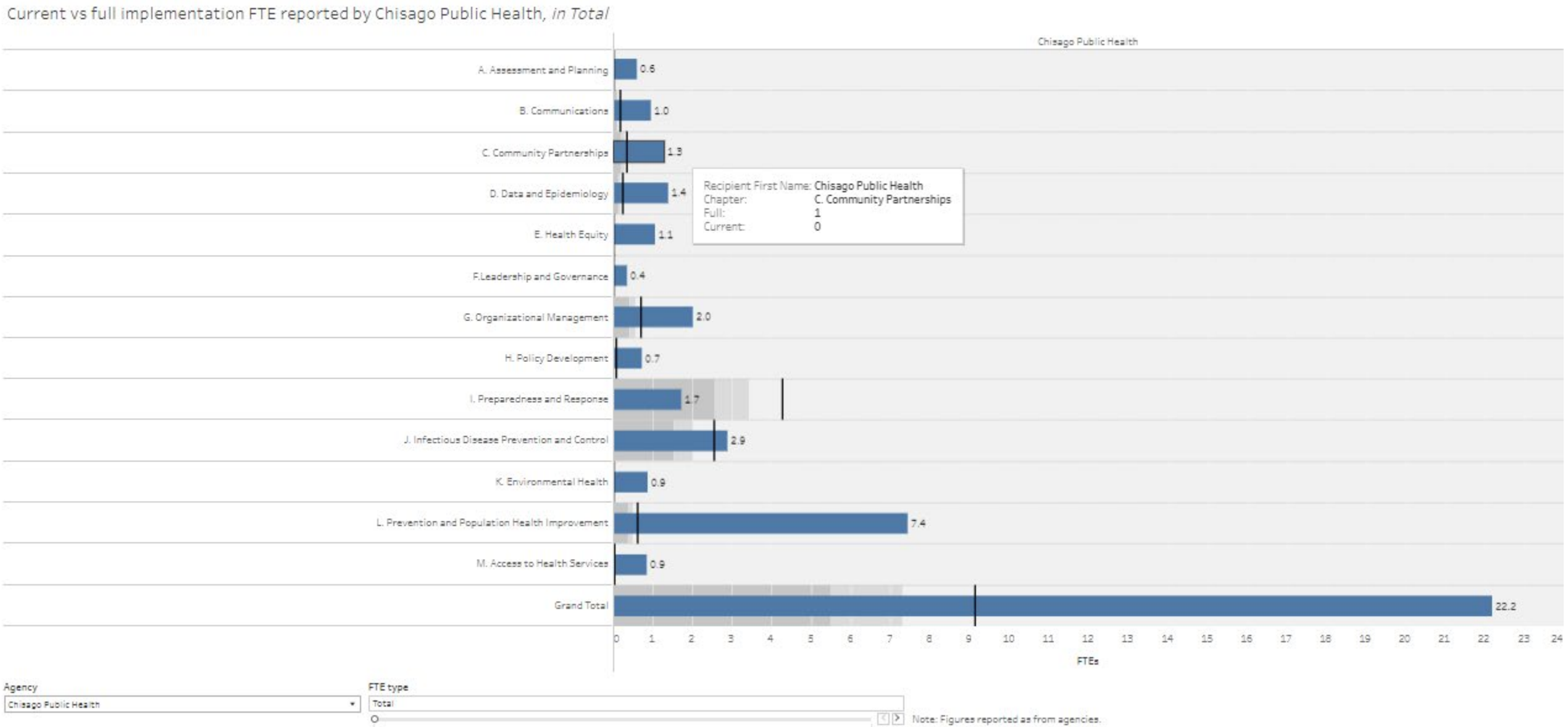
Infrastructure Grant: $185,225 (1 sum over 5 yrs)

Foundational Grant: $172,800 (annual ongoing funding)

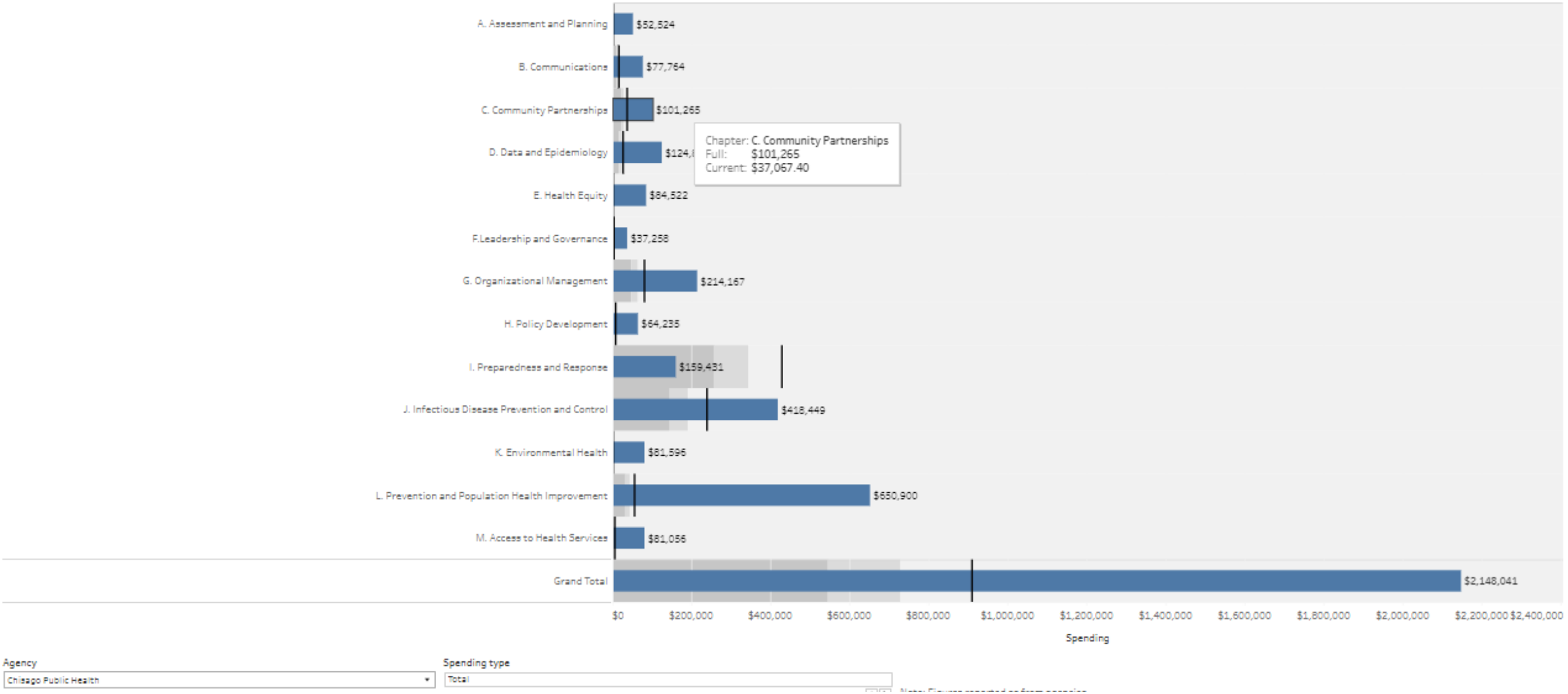
Response Sustainability Grant: $106,201 (annual ongoing funding)

Figure ES - 9. Distribution of Statewide Full Implementation Cost by Current Spending and Gap




Current vs full implementation FTE reported by Chisago Public Health, *in Total*
Chisago Public Health
A. Assessment and Planning
B. Communications
C. Community Partnerships
D. Data and Epidemiology
E. Health Equity
F.Leadership and Governance
G. Organizational Management
H. Policy Development
I. Preparedness and Response
J. Infectious Disease Prevention and Control
K. Environmental Health
L. Prevention and Population Health Improvement
M. Access to Health Services
Grand Total
0.6
1.0
1.3
1.4
1.1
0.4
2.0
0.7
1.7
2.9
0.9
7.4
0.9
22.2
Recipient First Name: Chisago Public Health
Chapter: C. Community Partnerships
Full: 1
Current: 0
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
FTEs
Agency
Chisago Public Health
FTE type
Total
Note: Figures reported as from agencies.

Current vs full implementation spending reported by Chisago Public Health, *Expenditures in Total*

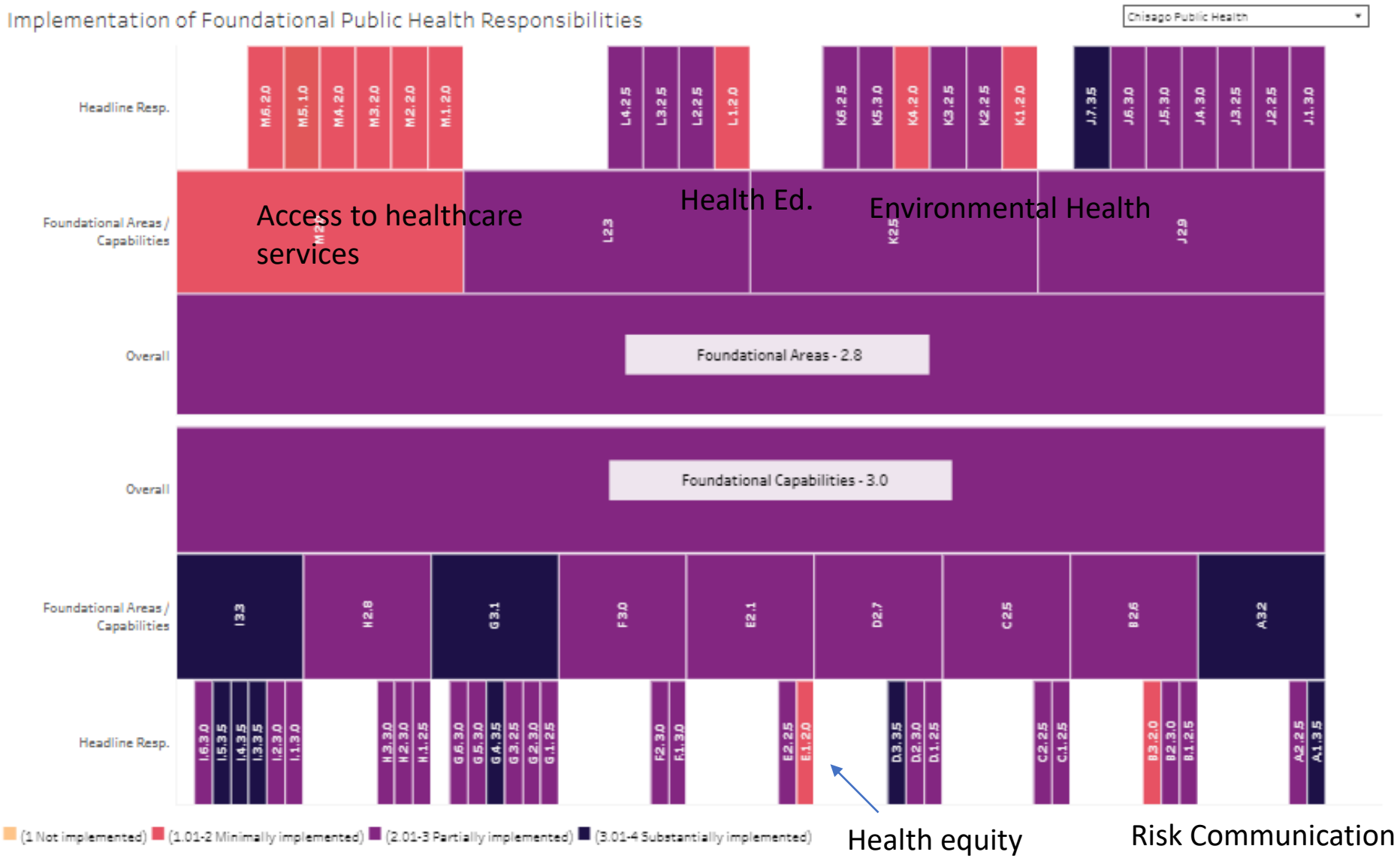


Agency

Chisago Public Health

Spending type

Total


Implementation of Foundational Public Health Responsibilities
Chisago Public Health
Headline Resp.
Foundational Areas / Capabilities
Overall
Foundational Areas - 2.8
Overall
Foundational Capabilities - 3.0
Foundational Areas / Capabilities
Headline Resp.
Access to healthcare services
Health Ed.
Environmental Health
Health equity
Risk Communication
(1 Not implemented)
(1.01-2 Minimally implemented)
(2.01-3 Partially implemented)
(3.01-4 Substantially implemented)

Expertise



Capacity

New Position

Community Health Supervisor/PH supervisor

Will supervise;

1. SHIP Coordinator
2. Community Health Specialist
3. Emergency Preparedness
4. Community Health workers (contract)
5. Environmental Health Specialist (new role)

This will allow for better supervision, and support of the community health services and meeting foundational work.

FINANCIALS:

- Estimated salary/fringe= 120K/annually

- Repurpose Nurse Lead vacant position 1FTE currently grade 14, would need to move to grade 16. Infrastructure grant to cover difference in salary in years 24/25 (30K)

When: Upon board approval

New Position-Environmental Health Specialist

Duties:

A. Investigate and respond to public health nuisance.

B. Provide timely, statewide, and locally relevant, complete, and accurate information to the state, health care system, and community on environmental public health threats and health impacts from common environmental or toxic exposures

C. Determine problems and implement solutions that eliminate hazards affecting the health of the environment or population by developing, promoting, and evaluating environmental health programs, assessments, and education within the community.

D. Identify statewide and local community environmental public health partners and their capacities, develop, and implement a prioritized plan, and ability to seek and secure action funding for high priority initiatives

E. Conduct mandated environmental public health laboratory testing, inspections, and oversight to protect food, recreation sites, and drinking water; manage liquid and solid waste streams safely; and identify other public health hazards related to environmental factors in accordance with federal, state, and local laws and regulations

F. Plan and implement environmental programs and initiatives in accordance with federal, state, and local laws and regulations.

G. Participate in broad land use planning and sustainable development to encourage decisions that promote positive public health outcomes and resilient communities (e.g., housing and urban development, recreational facilities, transportation systems and climate change).

H. Coordinate and integrate categorically funded environmental health programs and services

I. Coordinate and support the work in emergency preparedness as it relates to environmental disasters. (20% of time)

J. Provide timely, statewide, and locally relevant, complete, and accurate information to the state, health care system, and community on environmental public health threats and health impacts from common environmental or toxic exposures

FINANCIAL:

- Estimated Salary/Fringe: (100K) gr. 13
- Covered 80% by Foundational grant and

RSG grant to cover EP work 20% of time, covered 100% by grants.

Plan to hire: May/June of 2024

Opportunities:

Collaboration with Environmental Services, and municipalities

Provide advocacy/education/resources on clean Ground Water issues/private wells

Build process for nuisance issues that expand across sectors

Apply for grant funds to support environmental concerns

New Position

Public Health Planner

Duties:

- collect, analyze, query, report, and visualize data from a variety of different domains, and use the data to improve the health of the community.
- Provide timely, statewide, and locally relevant, complete, and accurate information to the health care system and community on access and linkage to clinical care (including behavioral health), healthcare system access, quality, and cost.
- Ability to assist in development and implement diversity, equity, inclusion within the organization.
- Source and secure grants to access funding to support services and/or programs to address public health priorities or initiatives.
- Provide education on important health community health issues.
- Provide communication support using various methods to convey important public health messaging.

Financials:

- Estimate salary/fringe (100K) gr. 13
- Repurpose of vacant .8 FTE (nurse)
- Increase from a .8 to 1.o FTE

Will use Foundational funds to cover salary difference for .2 ongoing. (20k/annually)

Future Considerations: New Position (repurpose vacant role)

Community Health Worker

This position currently serves in a contract role. If successful would like to make it sustainable.

FINANCIAL:

Repurpose vacant .8 role (nurse)

Request to move from .8 to 1.0 using infrastructure grant dollars to pay the difference from .8 to 1.0 for 2025 and 2026.

Estimated Cost: (20K)

When: Evaluate and determine need for this program at the end of 2024.

Future Considerations:

Increase WIC coordinator position from .8 to 1.0 FTE upon retirement of person currently in role which has been announced for early 2025.

Re-evaluation of job duties.

FINANCIAL:

- Estimated Cost: (30K)
- Foundational funding to support increase in FTE

When: 2025.

Budget Implications

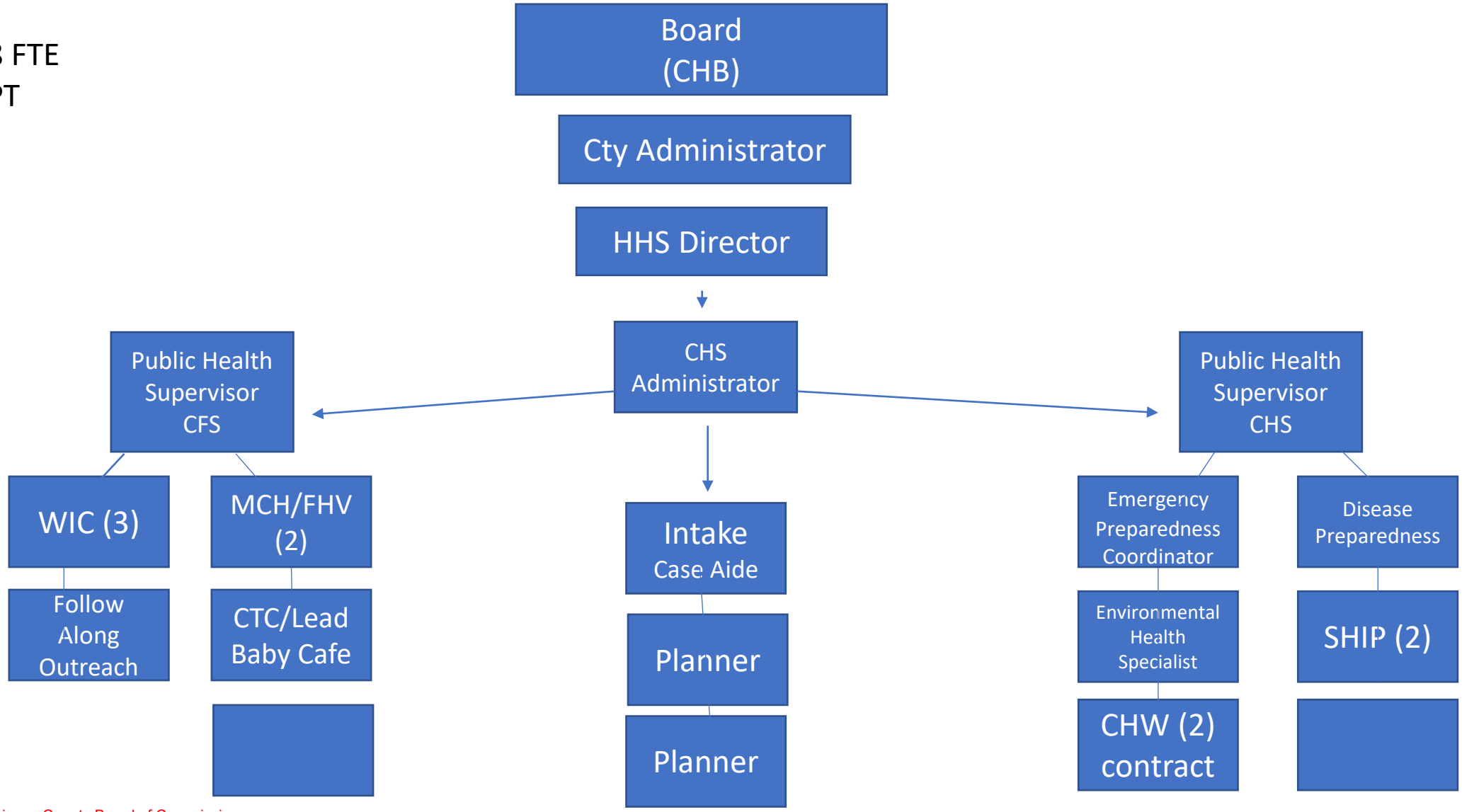
New grant funding will also have offset previous levy dollars spent on staff salary and fringe.

RSG-

1. pay for 20% of DPC position by incorporating duties. (20K)
2. pay for 20% of Environment Health Specialist role. (15K)
3. cover additional salary/fringe for Emergency preparedness (48K)
4. Cover staff time participating in RSG meetings/trainings (13K)

New Public Health Structure (proposed)

18 FTE
2PT



TAB V.

Sale of 'Old Jail and Telephone Building' Property

March 13th, 2024

According to MN Stat. 373.01 subd. 4, Chisago County may 'sell, lease, and convey real or personal estate owned by the county, and give contracts or options to sell, lease, or convey it, and make orders respecting it as deemed conducive to the interests of the county's inhabitants.'

The County cannot sell the property until first advertising for bids or proposals in the **official newspaper of the county and the county's website for three consecutive weeks**, and once in a newspaper of general circulation in the area where the property is located.

The notice shall state the time, place, and manner of considering and accepting proposals, and contain a legal description of any real estate. After publication in the official newspaper, county website, and relevant newspaper of general circulation, bids may be solicited and accepted by the online auction process authorized in section 471.345, subdivision 17. Leases and proposals that do not exceed $15,000 for any one year may be negotiated and are not subject to the competitive bid procedures of this section. All proposals estimated to exceed $15,000 in any one year shall be considered at the time set for accepting proposals, and the one most favorable to the county accepted, but the county board may, in the interest of the county, reject any or all proposals.

The PID Numbers for the 'Old Jail and Telephone Building' are;

12.00048.00 – Commercial Zoning
12.00082.00 – Government Zoning
12.00084.00 – Unbuildable

Attachment(s):

- **MN Stat. 373.01**

373.01 POWERS.

Subdivision 1. **Public corporation; listed powers.** (a) Each county is a body politic and corporate and may:

(1) Sue and be sued.

(2) Acquire and hold real and personal property for the use of the county, and lands sold for taxes as provided by law.

(3) Purchase and hold for the benefit of the county real estate sold by virtue of judicial proceedings, to which the county is a party.

(4) Sell, lease, and convey real or personal estate owned by the county, and give contracts or options to sell, lease, or convey it, and make orders respecting it as deemed conducive to the interests of the county's inhabitants.

(5) Make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers.

(b) No sale, lease, or conveyance of real estate owned by the county, except the lease of a residence acquired for the furtherance of an approved capital improvement project, nor any contract or option for it, shall be valid, without first advertising for bids or proposals in the official newspaper of the county and the county's website for three consecutive weeks, and once in a newspaper of general circulation in the area where the property is located. The notice shall state the time, place, and manner of considering and accepting proposals, contain a legal description of any real estate, and a brief description of any personal property. After publication in the official newspaper, county website, and relevant newspaper of general circulation, bids may be solicited and accepted by the online auction process authorized in section 471.345, subdivision 17. Leases and proposals that do not exceed $15,000 for any one year may be negotiated and are not subject to the competitive bid procedures of this section. All proposals estimated to exceed $15,000 in any one year shall be considered at the time set for accepting proposals, and the one most favorable to the county accepted, but the county board may, in the interest of the county, reject any or all proposals.

(c) Sales of personal property the value of which is estimated to be $15,000 or more shall be made only after advertising for bids or proposals in the county's official newspaper, on the county's website, or in a recognized industry trade journal. At the same time it posts on its website or publishes in a trade journal, the county must publish in the official newspaper, either as part of the minutes of a regular meeting of the county board or in a separate notice, a summary of all requests for bids or proposals that the county advertises on its website or in a trade journal. After publication in the official newspaper, on the website, or in a trade journal, bids or proposals may be solicited and accepted by the electronic selling process authorized in section 471.345, subdivision 17. Sales of personal property the value of which is estimated to be less than $15,000 may be made either on competitive bids or in the open market, in the discretion of the county board. "Website" means a specific, addressable location provided on a server connected to the Internet and hosting World Wide Web pages and other files that are generally accessible on the Internet all or most of a day.

(d) Notwithstanding anything to the contrary herein, the county may, when acquiring real property for county highway right-of-way, exchange parcels of real property of substantially similar or equal value without advertising for bids. The estimated values for these parcels shall be determined by the county assessor.

(e) Notwithstanding anything in this section to the contrary, the county may, when acquiring real property for purposes other than county highway right-of-way, exchange parcels of real property of substantially

Chisago County Board of Commissioners
March 20th, 2024

similar or equal value without advertising for bids. The estimated values for these parcels must be determined by the county assessor or a private appraisal performed by a licensed Minnesota real estate appraiser. For the purpose of determining for the county the estimated values of parcels proposed to be exchanged, the county assessor need not be licensed under chapter 82B. Before giving final approval to any exchange of land, the county board shall hold a public hearing on the exchange. At least two weeks before the hearing, the county auditor shall post a notice in the auditor's office and the official newspaper of the county of the hearing that contains a description of the lands affected.

(f) If real estate or personal property remains unsold after advertising for and consideration of bids or proposals the county may employ a broker to sell the property. The broker may sell the property for not less than 90 percent of its appraised market value as determined by the county. The broker's fee shall be set by agreement with the county but may not exceed ten percent of the sale price and must be paid from the proceeds of the sale.

(g) A county or its agent may rent a county-owned residence acquired for the furtherance of an approved capital improvement project subject to the conditions set by the county board and not subject to the conditions for lease otherwise provided by paragraph (a), clause (4), and paragraphs (b), (c), (d), (f), and (h).

(h) In no case shall lands be disposed of without there being reserved to the county all iron ore and other valuable minerals in and upon the lands, with right to explore for, mine and remove the iron ore and other valuable minerals, nor shall the minerals and mineral rights be disposed of, either before or after disposition of the surface rights, otherwise than by mining lease, in similar general form to that provided by section 93.20 for mining leases affecting state lands. The lease shall be for a term not exceeding 50 years, and be issued on a royalty basis, the royalty to be not less than 25 cents per ton of 2,240 pounds, and fix a minimum amount of royalty payable during each year, whether mineral is removed or not. Prospecting options for mining leases may be granted for periods not exceeding one year. The options shall require, among other things, periodical showings to the county board of the results of exploration work done.

(i) Notwithstanding anything in this subdivision to the contrary, the county may, when selling real property owned in fee simple that cannot be improved because of noncompliance with local ordinances regarding minimum area, shape, frontage, or access, proceed to sell the nonconforming parcel without advertising for bid. At the county's discretion, the real property may be restricted to sale to adjoining landowners or may be sold to any other interested party. The property shall be sold to the highest bidder, but in no case shall the property be sold for less than 90 percent of its fair market value as determined by the county assessor. All owners of land adjoining the land to be sold shall be given a written notice at least 30 days before the sale. This paragraph shall be liberally construed to encourage the sale of nonconforming real property and promote its return to the tax roles.

Subd. 2. **Road equipment agreements, terms.** Notwithstanding any other contrary law, a county may enter into a rental purchase agreement or conditional sales agreement to acquire road equipment but the seller shall be limited to the remedy of recovery of the property in case of nonpayment of all or part of the purchase price. The purchase price shall be payable over not more than five years.

Subd. 3. **Capital notes.** (a) A county board may, by resolution and without referendum, issue capital notes subject to the county debt limit to purchase capital equipment useful for county purposes that has an expected useful life at least equal to the term of the notes. The notes shall be payable in not more than 20 years and shall be issued on the terms and in the manner determined by the board. A tax levy shall be made for payment of the principal and interest on the notes, in accordance with section 475.61, as in the case of bonds.

Chisago County Board of Commissioners
March 20th, 2024

(b) For purposes of this subdivision, "capital equipment" means:

(1) public safety, ambulance, road construction or maintenance, and medical equipment;

(2) computer hardware and software, whether bundled with machinery or equipment or unbundled, together with application development services and training related to the use of the computer hardware or software; and

(3) projects that eliminate R-22, as defined in section 240A.09, paragraph (b), clause (2).

Subd. 4. **Tax anticipation certificates.** The county board of any county may, by resolution, issue and sell as many certificates of indebtedness as may be needed in anticipation of the collection of taxes levied for any fund named in the tax levy for the purpose of raising money for such fund, but the certificates outstanding for any such separate funds shall not on the date on which the certificates are issued exceed 75 percent of the amount of taxes previously levied for such fund remaining uncollected. No certificate shall be issued to become due and payable later than 15 months after the deadline for the certification of the property tax levy under section 275.07, subdivision 1, and the certificates shall not be sold for less than par and accrued interest. The certificates of indebtedness may be issued at any time after the levy has been finally made and certified to the county auditor. They shall be numbered consecutively, be in denominations of $100 or a multiple thereof, may have interest coupons attached, shall be otherwise of such form and terms, and may be made payable at such place, as will best aid in their negotiation, and the proceeds of the tax assessed and collected on account of the fund and the full faith and credit of the county shall be irrevocably pledged for the redemption and payment of the certificates so issued. Such certificates shall be payable primarily from the moneys derived from the levy for the years against which such certificates were issued, but shall constitute unlimited general obligations of the county. Money derived from the sale of such certificates shall be credited to the fund or funds the taxes for which are so anticipated.

History: *(638) RL s 409; 1907 c 310 s 1; 1961 c 539 s 1; 1965 c 56 s 1; 1973 c 163 s 1; 1984 c 437 s 1; 1984 c 629 s 1; 1985 c 108 s 4; 1989 c 26 s 1; 1989 c 176 s 2; 1996 c 471 art 3 s 54; 2003 c 127 art 12 s 8; 1Sp2003 c 21 art 10 s 11; 2004 c 278 s 4; 2005 c 152 art 1 s 6; 2007 c 131 art 1 s 78; 2008 c 154 art 10 s 9; 2011 c 14 s 15; 2013 c 143 art 12 s 4; art 17 s 17; 2022 c 66 s 1; 2023 c 64 art 12 s 4*

Chisago County Board of Commissioners
March 20th, 2024

TAB VI.

MCIT Dividend – Wellness, Safety and Ergonomics

March 13th, 2024

Chisago County currently uses MCIT Dividend revenue to fund the **Wellness, Safety, Ergonomic and, beginning in 2024, the Recognition programs** for employees of the County.

Ergonomic Fund is intended to help employees optimize their ergonomic posture and practices and provide ergonomically correct equipment in the workspace to prevent and/or minimize the effects of injuries related to repetitive motion and awkward posture. It is administered, in conjunction with experts from MCIT, by the Human Resources Director.

Safety Committee Fund is a cross-departmental group of volunteers tasked with responsibility for promoting a Safety Culture throughout Chisago County. This includes identifying safety needs in terms of training needs, concerns and actively addressing issues found in the workplace that can help us improve our safety statistics.

Wellness Fund is to educate, support and empower employees to improve and maintain their overall health and well-being through healthy lifestyle choices. These funds allow us to provide voluntary challenges and education to employees in all areas of wellness: nutrition, physical health, exercise, mental health, financial wellness and more.

Employee Recognition Committee Fund supports facilitating connections and fostering interdepartmental teamwork and appreciation for our coworkers' contributions. Funds are used to support efforts to

call out and celebrate Chisago County employees for all the good they do, for their years of service and achievement.

Dividends reflect MCIT's past claim experience and the performance of MCIT's investments. MCIT only issues a dividend when it is actuarially sound and fiscally prudent. Despite declining investment income and multiyear rate reductions, the MCIT Board announced a dividend in 2023. Although not guaranteed, the board is committed to returning funds to members when appropriate.

The 2023 dividend announcement marks the 33rd consecutive year that MCIT has returned fund balance to members, bringing total dividends to more than $376 million. The 2023 announcement reflects the benefits of pooling and continued participation in MCIT.

For the second year in a row, MCIT did not issue a dividend in the property/casualty division. However, MCIT has stated that this is not a cause for alarm but evidence that MCIT is accurately predicting and pricing expected losses in that division. The property/casualty division's financial condition remains strong with contributions sufficient to cover operational costs and exposure to risk. There is no guarantee of future dividends.

AccountDescription	VendorName	AuditDate	Amount	TransDescription	Ir
Workers Compensation Refunds	MCIT	11/17/2022 0:00	(103,860.00)	2022 WC DIVIDEND REFUND	
Workers Compensation Refunds	MCIT	11/27/2023 0:00	(52,750.00)	2023 WC DIVIDEND REFUND	
			(156,610.00)		
Property Insurance Refund	MCIT	11/18/2019 0:00	(129,508.00)	2019 DIVIDEND BUDGETED	
Property Insurance Refund	MCIT	11/18/2020 0:00	(123,911.00)	2020 DIVIDEND PAYMENT	
Property Insurance Refund	MCIT	11/17/2021 0:00	(148,417.00)	2021 DIVIDEND PAYMENT	
Property Insurance Refund	MCIT	8/9/2022 0:00	(123,900.00)	2022 DIVIDEND BUDGETED	
			(525,736.00)		

As of 2/28/2024, the funds have the following balances;

Wellness:	$21,319	40%
Safety:	$18,575	25%
Ergo:	$6,492	10%
Recognition:	$14,447	25%

TAB VII.

County Issued Credit Card Policy

March 13th, 2024

The Chisago County Issued Credit Card Policy was adopted in 4/3/2002 and then revised in 11/22/2006.

The purpose of this policy is to provide detailed information regarding the use of county issued credit cards authorized by the Chisago County Board of Commissioners and assigned to selected Chisago County employees or elected officials to purchase goods and services for Chisago County.

Minnesota Statute 375.171 Credit Cards. "A county board may authorize the use of a credit card by any county officer or employee otherwise authorized to make a purchase on behalf of the county. If a county officer or employee makes a purchase by credit card that is not approved by the county board, the officer or employee is personally liable for the amount of the purchase. A purchase by credit card must otherwise comply with all statutes, rules, or county policy applicable to county purchases." *HIST: 2000 c 328 s 1 Copyright 2000 by the Office of Revisor of Statutes, State of Minnesota.*

Current County issued Credit Card limits are as follows:

Cardholder	Account Limit
County Board of Commissioners/Administration	$1,500
County Department Heads	$1,000
County Employees	$500

The proposed changes to the policy are the following;

Current County issued Credit Card limits are as follows:

Cardholder	Account Limit
County Board of Commissioners	$1,500
County Administrator/Department Heads	$5,000
County Employees	$1,000

Attachment(s):

- **DRAFT County Issued Credit Card Policy**
- **Current County Credit Cards**

CHISAGO COUNTY
COUNTY ISSUED CREDIT CARD POLICY

(This policy does not pertain to local "charge" accounts)

I. PURPOSE

The purpose of this policy is to provide detailed information regarding the use of county issued credit cards authorized by the Chisago County Board of Commissioners and assigned to selected Chisago County employees or elected officials to purchase goods and services for Chisago County.

II. SCOPE

This policy applies to all County Departments, funds and agencies that have selected employees or elected county officials, including county commissioners, to use County issued credit cards.

III. GENERAL

A County issued credit card is to be used for County business only. Personal use of County issued credit cards is prohibited. The Request for a County issued Credit Card will be made by the Department Head and submitted to the County Auditor's Office for presentation to the County Board for approval. Upon approval, the County Auditor's Office will process the request for County issued credit cards for the selected employee(s).

IV. BACKGROUND

The County has used various methods to purchase goods and services for Chisago County. Chisago County is enhancing the existing methods of reimbursements for merchandise purchases to provide an effective and efficient tool to allow selected Chisago County employees to improve methods of requisitioning, purchasing, and payment for transactions. Purchase information will be provided in sufficient detail to allow for verification by the approving official.

V. STATUTORY AUTHORITY

Minnesota Statute 375.171 Credit Cards. "A county board may authorize the use of a credit card by any county officer or employee otherwise authorized to make a purchase on behalf of the county. If a county officer or employee makes a purchase by credit card that is not approved by the county board, the officer or employee is personally liable for the amount of the purchase. A purchase by credit card must otherwise comply with all statutes, rules, or county policy applicable to county purchases." *HIST: 2000 c 328 s 1 Copyright 2000 by the Office of Revisor of Statutes, State of Minnesota.*

DRAFT

VI. CREDIT CARD POLICY AND PROCEDURE

A. Intended Accomplishments.

This policy is intended to ensure that county issued credit cards are used in accordance with Chisago County policies; ensure internal controls for authorized credit; ensure that the County bears no legal liability from inappropriate use; to provide a convenient credit method; minimize the number of county issued credit cards used in the County; and to empower employees to increase productivity, flexibility, and efficiency.

B. Credit Card Authorization.

County issued credit cards will have the County's name, employee's name and the expiration date. The credit card vendor will have no personal credit records, social security numbers or other personal information maintained. Without exception, all county issued credit cards require approval by the County Board of Commissioners and will be processed by the Chisago County Auditor or as delegated to Deputy Auditors.

C. Request for a County Issued Credit Card.

A request for a County issued credit card will be done by submitting a Request for County Issued Credit Card form (Exhibit A) and a County Issued Credit Card User Agreement (Exhibit B). A request for a County issued credit card must be made by the Department Head. In the event the request is from a county commissioner, the request must be made by the Administrator. Any Department Head wanting an employee to have a County issued credit card for official business purposes must fill out a Request for County Issued Credit Card form. The Department Head shall complete the appropriate sections of the Request for County Issued Credit Card form and submit it to the County Auditor's Office. The County Auditor will present the request for the County issued credit card(s) to the County Board of Commissioners. The County Board of Commissioners will approve or deny the request based upon the information presented on the form. There must be a compelling reason for the County Board of Commissioners to approve issuance of a County provided credit card. The County may run a background credit check on the employee's personal credit history. Upon approval, the County Auditor will process the request for County issued credit cards for the selected employee(s). The County Auditor will distribute the County Issued Credit Card(s) and add it to the inventory of County issued credit cards list. Upon issuance of the County provided credit card, the cardholder will personally sign for their county issued credit card.

D. County Issued Credit Card Account Limit.

County issued credit card account limits are as follows:

Cardholder	Account Limit
County Board of Commissioners	$1,500

DRAFT

County Administrator/Department Heads	$5,000
County Employees	$1,000

Without exception, the County Board of Commissioners will establish all account limits. Any purchase exceeding the cardholder limit will not be allowed on the county issued credit card.

Any request for a deviation from the account limits MUST be submitted in writing by the Department Head. The reasons why the limit is not sufficient MUST be stated in detail in the written request.

E. Use of County Issued Credit Card.

County provided credit cards are to be used only for conducting officially approved County Business. **They are <u>not to be used in any circumstances for personal reasons.</u>** Any cardholder who makes a purchase with a county issued credit card that is not authorized by the County Board becomes personally liable for the amount of purchase, as well as any fees or penalties associated with the purchase. Official County business includes approved travel (lodging, gas, transportation services, parking, and airfare) and registration fees per County policy. Any other purchases and any other items approved, per County policies, prior to actual purchase. **<u>No meals or alcoholic beverages may be charged to a county-issued credit card.</u>** *Cardholder responsibility – The county provided credit card is issued in the name of a specific cardholder with their name embossed on the card. No other person is authorized to use the card.* All items purchased over the counter must be immediately available and cannot be back ordered. **<u>Any charges incurred must be submitted to the Chisago County Auditor's Office within 5 days of statement receipt date (Charge Card Compliance Form with detailed receipts attached).</u> Repeated violations of this section will result in the forfeiture of the county issued credit card.**

F. Documentation, Reconciliation, and Payment of County Issued Credit Cards.

Documentation must be retained as proof of purchase whenever using the credit card. For purchases over the counter, the cardholder must obtain a customer copy of the charge slip, and submit it to the County Auditor's Office with the monthly statement. **There must be detailed documentation to verify purchases shown on the cardholder's monthly statement**. If, for some reason, the cardholder is missing documentation of the transaction, the cardholder must contact the vendor for a duplicate receipt. **Charges with lost receipts or where no duplicate receipt is available will be immediately reimbursed to the County by the cardholder**. It is the responsibility of the cardholder to resolve any dispute with a vendor. Customer copies of charge slips, receipts and monthly statement will be reconciled by the department and forwarded to County Auditor's Office for payment within seven (5) working days of the receipt of the statement or within the terms and conditions of the vendor. The Department Head must review all documentation and ensure that all purchases are valid and appropriate prior to

DRAFT

approving the claims for payment. Any "over limit" fee will be the responsibility of the cardholder. **Repeated violations of this section will result in the forfeiture of the county issued credit card.**

G. Inventory of County Issued Credit Cards.

A list of County issued credit cards will be maintained in the County Auditor's Office. Department Heads on an annual basis must submit to the Auditor's Office a list of who has charge cards in their department and what each card holder is authorized to use the card for. As needed, but at least on an annual basis the County Auditor will conduct a physical inventory of county issued credit cards and provide a report to the County Board. The cardholder must physically produce the card.

H. Lost or Stolen County Issued Credit Cards.

Should any cardholder lose or have their County issued credit card stolen, it is their responsibility to immediately notify, within 24 hours, the credit card issuer and the County Auditor's Office. Contact information of the credit card issuer will be provided to the cardholder.

I. Cancellation.

The Chisago County Board of Commissioners reserves the right to cancel any individual cardholder at any time. The County Auditor (or as delegated to Deputy Auditors) is authorized to cancel individual cardholders due to resignation or termination of employment from Chisago County.

Any deviation from this policy may be grounds for discipline up to and including termination of employment from Chisago County.

November 2009
Paula Fox

DRAFT

Chisago County Issued Credit Cards

Updated list with current limits.

Name	Department	Credit Limit	Notes
Burnham, Chase	Administration	$500.00	
Moeller, Daryl	Assessor	$3,500.00	
Reiter, Janet	Attorney's Office	$5,000.00	limit increased 12/16/2015
Konrad, Bridgitte	Auditor's Office	$5,000.00	limit increased 10/2023
Waddell, Kristin	Auditor's Office	$1,000.00	
Krona, Tracy	HHS	$5,000.00	increased limit to $1,000 2/3/2016 - $3000 6/7/18 - $5000 7/21/21
McMurray, Todd	HHS	$3,000.00	
Gates, Karen	Human Resources	$1,000.00	
Brown, Ward	Maintenance	$500.00	
Eckel, Jon	MICS	$5,000.00	Increased limit to $5,000 12/15/04
Wilton, Dennis	MICS	$500.00	
Hendrickson, Mark	Probation Office	$1,500.00	
Shimmon, Barbara	Public Works	$1,500.00	
Triplett, Joseph	Public Works	$5,000.00	increased limit to $2,500 1/18/17 - increased to $5000 4/6/22
Long, Karen	Recorder's Office	$3,500.00	repl card 10/2023
Anklan, Derek	Sheriff's Office	$1,000.00	
Beckman, Matthew	Sheriff's Office	$5,000.00	Increased limit to $5,000 5/2/2018
Edmonds, Ryan	Sheriff's Office	$500.00	
Finnegan, Scotty	Sheriff's Office	$500.00	
Gray, Jonathan	Sheriff's Office	$2,000.00	
Istvanovich, Ronald	Sheriff's Office	$500.00	
Mahowald, Andrew	Sheriff's Office	$2,000.00	limit increase requested to $5K 6/23/2023
Mott, James	Sheriff's Office	$1,000.00	
Olson, Lori	Sheriff's Office	$500.00	
Puelston, Kyle	Sheriff's Office	$5,000.00	
Sellman, Scott	Sheriff's Office	$500.00	
Stovern, Alicia	Sheriff's Office	$1,000.00	
Thyen, Brandon J	Sheriff's Office	$1,000.00	
Wood, Justin	Sheriff's Office	$2,000.00	increased limit to $2,000 6/7/18
Zais, Polly	Sheriff's Office	$1,000.00	
Melby, Mary	Wellness Committee	$500.00	
Elfelt, Benjamin	Zoning/Enviro Services	$1,000.00	
Schneider, Kurt	Zoning/Enviro Services	$2,500.00	limit increased 09/23/2022
Tart, Joseph	Zoning/Enviro Services	$1,000.00	new card number issued 3/2023 - fraud on previous card

Recommended limits at time of opening account. Subject to change upon Board approval.

Cardholder	Account Limit
County Board of Commissioners	$1,500
County Administrator/Department Heads	$5,000
County Employees	$1,000

TAB VIII.

Chisago County Alcohol and Drug-Free Workplace Policy

March 13th, 2024

Chisago County strives to provide a safe and productive work environment for employees and safe and secure facilities for those who are served by the County's operations. Alcohol and drug abuse pose threats to the health and safety of employees and to the security of County equipment and facilities. For these reasons, Chisago County is committed to maintaining an alcohol and drug-free workplace consistent with state law.

Accordingly, the Alcohol and Drug-Free Workplace Policy is adopted and implemented to achieve this goal.

Attachment(s):

- **DRAFT Alcohol and Drug-Free Workplace Policy**

CHISAGO COUNTY

ALCOHOL AND DRUG-FREE WORKPLACE POLICY

I. PURPOSE

Chisago County strives to provide a safe and productive work environment for employees and safe and secure facilities for those who are served by the County's operations. Alcohol and drug abuse pose threats to the health and safety of employees and to the security of County equipment and facilities. For these reasons, Chisago County is committed to maintaining an alcohol and drug-free workplace consistent with state law. Accordingly, the Alcohol and Drug-Free Workplace Policy is adopted and implemented to achieve this goal.

II. POLICY

Manufacturing, using, possessing, distributing, selling, consuming, and working while under the influence of, or impaired by, alcohol, cannabis, any illegal drug, or any controlled substance contrary to the Prescription Medications provision, stated below, is prohibited during work hours; while on County premises; while driving on County business (whether in a personal or County vehicle);while conducting County business off premises; or while representing the County at any time. Conduct which is contrary to this policy is considered a violation of this policy.

This policy applies to employees and applicants for employment. Employees who violate this policy will be subject to disciplinary action, which may include immediate termination of employment. Applicants for employment who violate this policy will be disqualified and ineligible for County employment.

An exception for possessing and consuming alcohol is allowed for those at least 21-years of age when served at County-sponsored activities or conferences. However, employees are required to act responsibly and limit their consumption. Drunken and disorderly conduct during such activities remains a violation of this policy.

Cannabis is considered a drug for purposes of safety-sensitive positions: peace officer; a position requiring face-to-face care, education, training, supervision, counseling, consultation or medical assistance to children, vulnerable adults, or healthcare patients; a position requiring a commercial driver's license or requiring the employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of the applicant or an employee; any position funded by a federal grant; or any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

DRAFT

The term “illegal drug” includes those prohibited by federal and state law, as well as drug paraphernalia and prescription medications not prescribed to the employee or not being used in accordance with the prescription’s instructions.

a. Medical Marijuana

Qualified clients under the Minnesota Medical Cannabis Act are held to the same standard as with any other prescription medication use, although medical marijuana may not be used, consumed, or possessed, in any form, while on County premises or while working. However, the County will not discriminate against a person in hiring, termination, or any term or condition of employment based on their status as a patient enrolled in the registry program.

Using, possessing, or working while impaired by medical cannabis on County premises or during work hours remains in violation of this policy. An employee subject to drug testing may present verification of enrollment in the patient registry as part of their explanation for a positive test result.

b. Prescription Medications

The use, possession, or influence of a controlled substance (i.e., prescription drug) during work hours and on County premises is prohibited unless 1) the drug was prescribed to the employee by their physician, 2) employee use complies with the prescription, and 3) the use does not negatively affect employee performance or create a safety risk.

An employee who is taking a prescription medication (including legally prescribed medical marijuana) with dangerous side effects that may create a safety risk to themself or others, is to notify Human Resources when beginning the prescription. Employees may be required to provide information from their doctor regarding the safety of the medication. Any medical information provided will be kept confidential and separate from the employee’s general personnel file.

c. Types of Testing

To ensure compliance with this policy, the County will conduct drug and/or alcohol testing of applicants and employees under the following circumstances and conditions:

1) Pre-Employment: Conducted on all job applicants following a conditional job offer.
2) Reasonable Suspicion: Conducted on an employee upon reasonable suspicion that the employee:
    a. is under the influence of drugs, cannabis, or alcohol; or
    b. has violated this Alcohol and Drug Free Workplace Policy.
3) Post-Evaluation or Treatment: Conducted on an employee who has been referred by the County for chemical dependence evaluation or treatment. Such testing will be conducted on an unannounced basis throughout the evaluation or treatment, and for up to 2 years following completion of the treatment program.

DRAFT

4) Random: Under Minnesota law, employees in the following position classifications may be subject to random testing for cannabis, alcohol, and illegal substances:
    a. Safety-sensitive positions;
    b. Peace officers;
    c. Positions requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children, vulnerable adults, or healthcare patients;
    d. Positions requiring a commercial driver's license;
    e. Positions funded by federal grants; or
    f. Positions which federal or state law requires testing to be done to job applicants or employees for cannabis.

d. Confirmation and Notice

Before confirming a test result, the Human Resources Department will offer the individual an opportunity to explain the initial positive result and provide any information relevant to the testing, such as any prescription or non-prescription drugs that may have affected test results. The results will be confirmed utilizing approved methods, in accordance with the law.

Once a test is confirmed as positive or negative, a notice along with the confirmed test results will be sent to the individual in writing within 3 days after receipt of the results. The notice will inform the individual of his or her rights following the test result. These rights include the right to explain any positive results within 3 days and the right to request a confirmatory retest at his or her own expense within 5 business days from receipt of the notice.

e. Right to Refuse

Employees and applicants have the right to refuse to participate in any drug and/or alcohol testing required by the County. However, such refusal is considered equal to a positive test result for the purposes of determining the appropriate consequence. Confirmed positive test results for an applicant will result in a withdrawal of the offer of employment and disqualification as an eligible applicant

f. **Consequences**

Failure to comply with any part of this policy may result in disciplinary action, up to and including termination of employment.

In the event of a confirmed positive pre-employment drug test, the job offer will be rescinded, and the candidate made ineligible for hire.

Employees who refuse to cooperate immediately in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated. An employee who promptly exercises his or her right to refuse to participate in drug and or alcohol testing as provided in II. e., above, will not be considered as failing to cooperate. Employees who do not exercise such right of refusal and fail to cooperate in the testing process will be terminated.

DRAFT

First-time violations: Any employees for whom a confirmed positive test result was his or her first such result will be subject to disciplinary action, including but not limited to termination of employment.

Disciplinary action will be issued in a non-discriminatory manner. Factors to consider will include, but are not limited to, the nature of the confirmed positive test result, and the employee's position, length of employment, and overall work record, including any previous corrective actions and violations.

g. First Time Violations

Employees for whom a confirmed positive test result was his or her first such result will be subject to disciplinary action, including but not limited to termination of employment. An employee who is subject to discipline for his or her first confirmed positive test result will be given an opportunity to participate in, at their own expense or as covered by their insurance, an appropriate drug or alcohol counseling or rehabilitation program, as determined upon consultation with a certified chemical dependence counselor or trained physician. Termination of employment will be withheld unless the employee refuses to participate in the counseling or rehabilitation program, fails to successfully complete the program, withdraws from the program before its completion, or has a positive follow-up test result.

h. Assistance Resources

The County recognizes drug dependency is an illness and major health problem. Employees interested in help dealing with any drug or alcohol issues, whether for themselves or a family member, are encouraged to contact Human Resources or the County's EAP programs. All communications with the EAP are confidential. No one who seeks assistance through our EAP programs will be identified to the County.

i. Reports

In consideration of workplace safety, employees are required to notify their supervisor or Human Resources if they observe any violation or potential violation of this policy. Employees will not be subjected to negative actions or retaliation in any way for making a report of any violation of this policy in good faith.

j. Confidentiality

All communications related to the drug test or alcohol test results and received under or through this policy are confidential communications and may not be disclosed or used as evidence in a criminal proceeding, except as allowed by law.

(Approved to Form: County's Attorney Office. 02.28.2024)
Jeffrey B. Fuge, Assistant County Attorney

DRAFT

TAB IX.

Leadership Workshop – Dr. Mike Kieffer

March 13th, 2024

Workshops:

1. Management and Communication Skills- Gaining Likeability and Respect (3.5 hours)

Modern leaders need to understand the concept of customizing their communications to different personality types. Gaining respect and developing their likeability factor depends on their ability to do this. This workshop enables everyone to first determine their personality style with a short in-class assessment. Then each of the 4 styles will be discussed in detail regarding: traits, talents, and communication preferences. The workshop is designed to help participants both in their work lives and personal lives, enriching their communication skill set. Several small group discussions are included in this workshop.

2. Leadership Agility- Understanding the Six Leadership Styles (3.5 hours)

Most people in a leadership role use one leadership style for every situation they encounter. This is ineffective. One leadership style does not fit all situations. This workshop centers on each participant taking an in-class leadership style survey. The assessment will show them what leadership style they use the most, their natural style. Then all six leadership styles will be discussed in detail as well as appropriate situations that match to each style. When participants are finished with the workshop they will have a working knowledge of six leadership styles and when to use each style. This will increase their leadership agility from one style to six. Several small group activities are included in this workshop.

Instructor: Dr. Michael Monroe Kiefer has a Ph.D. in behavioral psychology and is the author of 10 books including his new Spiritual Enhancement series. He is a leadership trainer and life coach working with diverse people and organizations throughout the Midwest. He is also a masterclass Neuro-Linguistic Programmer (NLP) and psychological profiler.

Flat fee: $2,500. per workshop: $5,000. Total

Attachment(s):

- **Dr. Mike Monroe Kieffer Biography**

BIOGRAPHY

DR. MICHAEL MONROE KIEFER

Born in Albany, NY in 1963, Michael Monroe Kiefer graduated from high school at an accelerated rate of three years. He received the Teachers' Association College scholarship from Hornell High School in upstate NY. He attended college at the State University of New York at Buffalo. In his first college year, he was inducted into the Latin honor society Phi Eta Sigma for outstanding academic achievement. He majored in cell and molecular biology and minored in abnormal psychology. In 1984, Michael graduated with honors Cum Laude with a B.S. degree.

He then attended Texas A&M University for graduate school and graduated with a Master of Science degree in genetic engineering.

Michael also has a Ph.D. Summa Cum Laude in psychology from Addison University. His ground breaking dissertation research was on conscious, subconscious, and superconscious mental reprogramming models.

After graduation, Michael worked for American Cyanamid Corp. an agricultural chemical company developing genetically engineered BST and PST, creating experimental genetically mutated forms of cow and pig growth hormones respectively. After one year, he was hired by the Northup King Seed Company to run their new multimillion dollar DNA fingerprinting research lab in Stanton, MN. He ran the lab for seven years and helped develop several genetically modified commercial corn and Roundup ready soybean hybrids.

In his late twenties, he was struck down and nearly overcome by a genetic disease and almost died, yet made a startling full recovery. This life story is detailed in Part 1 of his masterwork book series, The POWERMIND System, Life Guide to Success. After the amazing recovery, Michael left Northrup King and founded

POWERMIND Systems Inc. to study human potential. After twelve years of diligent study by Michael and his team; Michael published the research results in the form of a book series titled, The POWERMIND System. Instantly the book series was regarded as new science in the personal development field, selling internationally in its first year of publication. Michael toured the United States for two years for the Dun and Bradstreet corp. as a national business trainer and seminar developer. Michael then left that and focused on developing more workshops and keynotes that he delivers around the country to: corporations, schools, colleges, prisons, sports teams, military, government, and law enforcement agencies.

His later research work on: the luck factor, psychic power, ESP, sixth sense, and the Law of Attraction has resulted in the publication of, Superconscious Power, The Science of Attracting Health, Wealth, and Wisdom, available as an e-book, MP3 audiobook, or paperback from Amazon.com and Smashwords.com.

Celebrating more than twenty years as a top ranked national professional motivational speaker, author, radio talk show guest, and subconscious core reprogrammer, Michael has delivered well over 3,000 presentations and has spoken in nearly every state in the U.S.A. His MP3 audiobooks, e-books, and paperbacks sell to a worldwide audience.

Michael has well developed skills and natural talent in teaching techniques. He is a master storyteller and an adjunct professor at 9 colleges.

TAB X.

County Investment Policy

March 13th, 2024

The Chisago County Investment Policy was adopted on 5/24/2006.

This investment policy is designed to safeguard funds on behalf of the County, to assure the availability of operating and capital funds when needed, ensure compliance with applicable Minnesota statues, and provide a competitive investment return in light of statutory restrictions.

In accordance with accounting standards, financial reporting guidelines, and Minnesota statutes, this investment policy applies to all cash and investments held or controlled by the County Auditor-Treasurer on behalf of the County. This policy does not apply to funds related to the issuance of debt where there are other indentures in effect for such funds. In addition, any future revenues and proceeds, which have statutory investment requirements conflicting with this Investment Policy, are not subject to the provisions of the policy.

Updating the policy will change:

1. Changing Chisago County Treasurer to Chisago County Auditor-Treasurer
2. Adding 'or designated representative' behind Auditor-Treasurer in the language as to who the Investment Officer is
3. Adding the National Credit Union Administration as an acceptable insurer under timed deposits, to match the update in MN State Statute 118A.04 that was passed in the 2023 session.

Attachment(s):

- **DRAFT Chisago County Investment Policy**

CHISAGO COUNTY

CHISAGO COUNTY INVESTMENT POLICY

I. Purpose

The purpose of this policy is to set forth investment objectives and parameters for the management of the public funds of Chisago County. This investment policy is designed to safeguard funds on behalf of the County, assure the availability of operating and capital funds when needed, ensure compliance with applicable Minnesota statues, and provide a competitive investment return in light of statutory restrictions.

II. Scope

In accordance with accounting standards, financial reporting guidelines, and Minnesota statutes, this investment policy applies to all cash and investments held or controlled by the County Auditor-Treasurer on behalf of the County. This policy does not apply to funds related to the issuance of debt where there are other indentures in effect for such funds. In addition, any future revenues and proceeds, which have statutory investment requirements conflicting with this Investment Policy, are not subject to the provisions of the policy.

III. Investment Objectives

The primary objectives of the County, in priority order, of investment activities shall be safety, liquidity, and yield.

A. Safety of Principle

The foremost objective of this investment policy is to ensure the safety of the principal of public funds. Investment transactions shall be undertaken in a manner to ensure the preservation of capital in the overall portfolio. This objective also includes minimizing credit and interest rate risk.

1. Custodial Credit Risk.

   The County will minimize Custodial Credit Risk, which is the risk of loss due to the failure of the security issuer or backer, by limiting investments to the types of securities listed in Section 7 of this Investment Policy and obtaining necessary documentation (broker certification forms and documentation of perfected security interests in pledged collateral) from the financial institutions,

DRAFT

broker/dealers, intermediaries and advisors, as applicable, with which the County will do business in accordance with Section 7 of this Investment Policy.

2. Concentration Credit Risk

   The County will attempt to minimize Concentration Credit Risk, which is the risk of loss attributed to the magnitude of the County's investments in a single issuer, by making investments which shall suggest diversification to minimize risk. This will based on the applicable opinion units.

3. Interest Rate Risk

   The County will endeavor to minimize Interest Rate Risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by: 1) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market; and 2) investing operating funds primarily in shorter-term securities, liquid asset funds, money market mutual funds, or similar investment pools and limiting the average maturity in accordance with the County's cash requirements.

B. Maintenance of Liquidity

County funds shall be managed such that they are available to meet reasonably anticipated cash flow requirements.

C. Yield/Return on Investment

The County investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the applicable investment risk constraints and liquidity needs. It is understood that return on investment is of secondary importance when compared to the safety and liquidity objectives described above.

IV. Management of Investments

The County Auditor-Treasurer (or designated representative) is assigned as the Investment Officer and is responsible for overseeing the day-to-day management of County investments. The County Auditor-Treasurer shall be responsible for the transferring of appropriate funds to affect investment transactions, for designation of depositories, and for the investment of operating funds and bond proceeds consistent with

DRAFT

this policy and actions of the County Board. The County Auditor-Treasurer is authorized to use electronic transfer of funds.

V. Standards of Prudence

The standard of prudence to be used by the County Auditor-Treasurer shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. The Prudent Person standard states:

"Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

VI. Ethics and Conflict of Interest

The County Auditor-Treasurer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair one's ability to make impartial investment decisions. Also, the County Auditor-Treasurer shall disclose to the Board any material financial interests in financial institutions that conduct business with the Board or the County, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the County's investment program.

VII. Authorized Investments, Institutions, and Dealers

Each depository used by the County must be one of the following:

A. Savings association
B. Commercial bank
C. Trust company
D. Credit union
E. Industrial loan and thrift company

County funds will be invested in instruments which meet at least one of the following criteria:

A. In governmental bonds, notes, bills, mortgages, and other securities, which are direct obligations or are guaranteed or insured issues of the United States, its agencies, its instrumentalities, or organizations created by an Act of Congress.

DRAFT

B. In a general obligation of a state or local government with taxing powers which are rated "A" or better by a national bond rating service.
C. In a revenue obligation of a state or location government with taxing powers which are rated "AA" or better by a national bond rating service.
D. In a general obligation of the Minnesota Housing Finance Agency which is a moral obligation of the State of Minnesota and is rated "A" or better by a national bond rating service.
E. In commercial paper issued by a United States corporation or its Canadian subsidiary and that are rated in the highest quality category by at least two nationally recognized rating agencies and matures in 270 days or less.
F. In time deposits fully insured by the Federal Deposit Insurance Corporation, the National Credit Union Administratin (NCUA, or bankers acceptances of United States banks.
G.
H. In its own temporary obligations issued under Minn. Stat. 429.091, subd. 7 (special assessments), 469.178, subd. 5 (tax increment bonds), or 475.61, subd. 6.
I. Other investment instruments as allowed by Minnesota statutes (e.g. repurchase agreements, reverse repurchase agreements, MAGIC fund, mutual funds, and units of a short term investment fund).

VIII. Investment Interest Allocation and Reporting

All interest earned on public funds invested by the County Auditor-Treasurer shall be receipted to the County Revenue fund. Interest attributable to bond funds that require their interest earnings be receipted to the fund will be transferred from County Revenue fund to the appropriate bond fund at the end of each month.

The County Auditor-Treasurer will prepare an annual investment report which will be available upon request.

IX. Policy Considerations

Any investment held at the time of the implementation of this policy that meets the requirements of the Minnesota Statutes but does not meet the guidelines of this policy, shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

This policy shall be reviewed from time to time. The Board must adopt any changes to this policy.

DRAFT

TAB XI.

Rush City Shop Sale

March 13th, 2024

The City of Rush City has approached the County and Public Works Director about the sale of the Chisago County Maintenance Garage in Rush City.

There is currently a 99-year land lease agreement between the City and County so the County could build the proposed Highway Maintenance Shop. This agreement was signed in 1984.

The shop is located at 51533 Forest Boulevard, Rush City, MN 55069. It is 2,160 s.f. (36' x 60') and was built in 1984.

Estimated Market Value: $94,000 Date of Valuation May 31, 2023

At the February 21st, 2024, the Board of Commissioners directed the County Engineer to seek the cost to remove the fuel tank on the property.

County Engineer Triplett reached out to AET, and AET has determined that the cost to remove the tank would be **$6,375.00**.

Attachment

- AET Quote

TAB XII.

County Solar Production Tax Information

March 13th, 2024

County staff received information regarding the County's Energy Production, and the taxes the County collected in 2023. According to the info we received, Chisago County's total production tax for 2023 was **$372,300** – of which 80% stays with the county and 20% goes to local city/towns.

For clarity, Chisago County was the #1 in solar energy producer but 12 of 87 counties in production tax revenue. Here is the explanation and added info:

- **Chisago County was the #1 producer of SOLAR energy in the state of Minnesota in 2023.** The 12th ranking is in terms of TOTAL energy production and associated production tax revenue received, meaning that 11 other counties produced more wind/solar and received a great amount of revenue as a result.

- The counties that rank above Chisago in terms of production are largely, if not exclusively, wind producers localized in the SW part of the state. Wind energy is generally more efficient than solar since the wind is capable of blowing day and night.

- Sherburne County is currently ranked 22nd in the state and produced only 74,000 MW of energy last year. It would still take quite a bit of development in Sherburne to come close to Chisago, even when that ~900 MW project comes online.

- The Community Solar Gardens, or the 1 MW projects you are probably familiar with that the county has regulatory authority over, are exempt from paying production tax based on how much is generated. The exemption is for 1 MW and below. However, beginning this year, community solar gardens can be built up to 5 MW and still participate in Xcel's Community Solar Program, meaning that these types of projects will start to pay production tax on generation above 1 MW

The County has collected the following in Solar Production Revenue;

Amount	TransDescription
(121.45)	2017 June Settlement
(12,915.84)	2017 November Settlement
(211,158.29)	2018 June Settlement
(246,784.69)	2019 June Settlement
(19,268.55)	2019 November Settlement
(235,640.37)	2020 June Settlement
(8,284.80)	2020 November Settlement
(275,319.38)	2021 June Settlement
(10,388.53)	2021 NOVEMBER SETTLEMENT
(281,228.05)	2022 June Settlement
(16,515.35)	2022 November Settlement
(274,743.26)	2023 June Settlement
(14,928.51)	2023 November Settlement
(10,091.52)	2023 Short Settlement
(1,617,388.59)	

Attachment(s):

- **Graphic from The Minnesota Land and Liberty Coalition.**
- **Map of Chisago County Solar Sites**

CHISAGO COUNTY

2023 PRODUCTION TAX REVENUE FACT SHEET



Chisago County Total Production Tax:

$372,300

#1 Solar County

310,280

Total MW of Solar

Minnesota Total Production Tax: **$18.75 million**

MINNESOTA RANK

12/87

A PROJECT OF THE MINNESOTA CONSERVATIVE ENERGY FORUM®

LAND & LIBERTY COALITION

Solar Gardens

N
W E
S

Solar Farms

County Permits

City/Other

0 1 2 4
Miles

This is a compilation of records as they appear in the Chisago County offices affecting the area shown. This drawing is to be used for reference purposes only and the County is not responsible for any inaccuracies herein contained.

Pine
Kanabec
Nessel Twp
Rush City
Rushseba Twp
Fish Lake Twp
Sunrise Twp
Harris
Isanti
North Branch
Amador Twp
Polk
?(13022 275th St NO)
36677 Oriole Ave
9821 367th St
12567 375th St
36320 Kost Trl
?(36024 Kost Trl NO)
35342 Kost Trl
34803 Kable Ave
Shafer Twp
Lent Twp
Chisago Lake Twp
1152 Furuby Rd
1080 1st ST
30598 Rainbow Ave
20264 310th St
15889 310th st
15885 310th st
16809 310th St
15011 Per Rd
Shafer
495 Herberg Rd
30375 Quandam Ln
30051 Quandam Ln
30396 Quandam Ln
Stacy
Chisago City
Wyoming
8226 Pioneer Rd
Franconia Twp
25423 Olinda Trl
? (24959 Olinda Trl NO)
24299 Olinda Trl
Anoka
Washington

Solar Gardens

Pine

Kanabec

Burnett

Polk

Isanti

Washington

Nessel Twp

Rush City

Rushseba Twp

Sunrise Twp

Fish Lake Twp

Harris

North Branch

Sunrise Twp

Amador Twp

Stacy

Lindstrom

Center City

Shafer

Shafer Twp

Taylors Falls

Chisago Lake Twp

Franconia Twp

Wyoming

Chisago City

N W E S

Solar Farms

0 1 2 4 Miles

This is a compilation of records as they appear in the Chisago County offices affecting the area shown. This drawing is to be used for reference purposes only and the County is not responsible for any inaccuracies herein contained.

1	Community Energy Solar Permit: 16-77 9821 367th St	100AC	1000MW
2	Geronimo Energy Permit: 16-520 36320 Kost Trl	5AC	40MW
3	Geronimo Energy Permit: 2016-1427 24299 Olinda Trl	3AC	24MW
4	Geronimo Energy Permit: 16-544 1152 Furuby Rd	4AC	20MW
5	Ecoplexus Permit: 2017-934 495 Herberg Rd	5AC	44MW
6	Innovative Power Systems Permit: 2012 30598 Rainbow Ave	1AC	4MW
7	Innovative Power Solutions Permit: 16-714 16809 310th St	4AC	62MW
8	New Energy Equity/Innovative Power Permit: 2017-100 36677 Oriole Ave	1AC	8MW
9	New Energy Equity/Innovative Power Permit: 20170101 35342 Kost Trl	1AC	8MW
10	New Energy Equity/Innovative Power Permit: 2017-103 12567 375th St	1AC	8MW
11	USS Norelius Solar LLC/US Solar Permit: 2017-984 (~~36024 Kost Trl~~)	1AC	8.6MW
12	USS Solar Dawn LLC/US Solar Permit: 2017-985 (~~13022 275th St~~)	1AC	6.94MW
13	USS Walraff Solar LLC/US Solar Permit: 2017-986 (~~24959 Olinda Trl~~)	0.5AC	5.5MW
14	Swinerton Renewable Energy Permit: 2017-1368 25423 Olinda Trl	3AC	19.9MW
15	8226 Pioneer Rd		
16	1080 1st ST		
17	15011 Per Rd		
18	15885 310th St		
19	15889 310th St		
20	30755 Rainbow Ave		
21	30396 Quandam Ln		
22	30051 Quandam Ln		
23	30375 Quandam Ln		
24	Geronimo Energy 34803 Kable Ave	6.5AC	62MW
25	Geronimo Energy Permit: 16-1287		

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **16**
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to Connecticut	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements	

Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of $3,540.00 ($1,180.00 Each Visit) in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client 3 times from July - December 2024. These dates allow the Social worker to visit the client.

***Attachment(s)*:**

- Out of State Travel to CT request form – Kim Booker

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows:

"Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility."

Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services.

Budget/Financial Implications: The out of state travel will be paid with 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 C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	3/6/2024
Employee Name	Kim Booker/or other assigned Children Services CM
Department	Health and Human Services
Destination	Connecticut
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center
Departure Date	3 trips from July - December 2024
Return Date	3 trips from July - December 2024
Total Travel Expenses	
Supervisor Name (PRINT)	Christine A. Johnson
Supervisor's Signature	
Date Approved	3/6/2024
County Board Signature	
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW for each trip		[redacted]	$700.00
Ground Transportation	Car rental/ parking for each trip		1	$150.00
Conference/Registration Fees			1	$0.00
Lodging			1	$180.00
Meals			1	$100.00
Mileage			1	$50.00
		Grand Total		$1,180.00

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **17**
Title of Item for Consideration: Renewal of Joint Powers Agreement for Minnesota Internet Crimes Against Children (ICAC) Task Force	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	

Background: State of Minnesota, through the Commissioner of Public Safety, Bureau of Criminal Apprehension (BCA) and the Chisago County Sheriff's Office, have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers. Chisago County Sheriff's Office involvement via this JPA allows access to specialized training and resources to combat these offenses.

***Attachment(s)*:**

- Multi-Agency Law Enforcement JPA
- DRAFT County Board Resolution
- ICAC Operational and Investigative Standards (*available with Clerk of the Board*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the renewal of the ICAC JPA. The following motion is suggested:

"Move to approve Multi-Agency Law Enforcement Joint Powers Agreement (JPA) for Minnesota Internet Crimes Against Children (ICAC) on behalf of the Chisago County Sheriff's Office."

Implications of Action: This agreement allows the Sheriff's Office to be eligible for grant funds for ICAC related training and investigations and prosecution of electronic exploitation of children.

Budget/Financial Implications: This Joint Powers does not require financial commitment from Chisago County. No local match is contemplated.

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

Administrator's Recommendation

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

STATE OF MINNESOTA

JOINT POWERS AGREEMENT
MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "County of Chisago on behalf of its County Attorney's Office at 313 N Main Street Room 373 Center City, MN 55012" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

1.1 Effective Date. This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.

3.2 Investigate organizations to disrupt and dismantle crimes committed against children.

3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.

3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.

3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

3.6 Investigators must be licensed Minnesota peace officers.
3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.

4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses **3.1** and **3.2** and an operational plan.

4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.

4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.

4.1.5 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.

4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.

5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.

5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.

5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name:	Bobbi Jo Pazdernik, Commander of MN ICAC
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651-793-7000
E-mail Address:	bobbijo.pazdernik@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name	Janet Reiter, County Attorney
Address:	313 N Main Street Room 373 Center City, MN 55012
Telephone:	651-213-8400
E-mail Address:	gjareiter@chisagocounty.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

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

7.3 Waiver. If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

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

8. Liability

The BCA and the Governmental Unit agree each party 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 any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 3000085301

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: Janet Rat

Title: _____Chisago County Attorney _____

Date: _____3/12/2024_____

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 24/0320-XX
RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF CHISAGO ON BEHALF OF ITS SHERIFF REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the County of Chisago on behalf of its Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Chisago on behalf of its Sheriff are hereby approved. Copies of the Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the _[title]_____-, _[name]_____, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

3. That Marlys Dunne, the Chair of the County of Chisago, and Christina Vollrath, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

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 20, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____

Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **18**
Title of Item for Consideration: SHIP 224 Grant Agreement – Chisago County Sheriff's Office	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.

Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.

***Attachment(s)*:**

- SHIP Grant Agreement – Chisago County Sheriff's Office

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP 224 grant agreement – Chisago County Sheriff's Office. The following motion is suggested:

"Move to approve the SHIP 224 Grant Agreement – Chisago County Sheriff's Office."

Implications of Action: Approval of this Ship grant agreement will allow the Sheriffs office to purchase a hydration Station, also the installation, re-working of the electrical for the Hydration station, and replacement water filters, this is being done so that there is clean water for drinking.

Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $2,779.00.

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

Administrator's Recommendation

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

		_____	

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago County Sheriffs Office, 15230 Per Road, Center City, MN 55012 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Chisago County Sheriffs Office applied to County for a SHIP Grant in order to purchase a hydration Station, also the installation, re-working of the electrical for the Hydration station, and replacement water filters, this is being done so that there is clean water for drinking; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand Seven Hundred Seventy-Nine Dollars ($2,779.00);** and

WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the County.

NOW THEREFORE, the County and Sheriffs Office enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: March 21, 2024 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**
The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Justin Wood
Address: 15230 Per Road
Phone: 651-213-6302
Email: justin.wood@chisagocountymn.gov

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**
5.1. ***Assignment*.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
5.2. ***Waiver*.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.3. ***Agreement Complete.*** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**
This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**
Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Seven Hundred Seventy-Nine Dollars ($2,779.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

Grantee shall use Grant funds solely for eligible costs as identified in Grantee's Application and as incurred within the term of this Agreement.

10. **COMPLIANCE WITH THE LAW**

The Grantee shall conduct the Project in compliance with all applicable provisions of federal, state, and local laws and obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the Project.

11. **REPORTING REQUIREMENTS**

All reporting must be provided to the County's Authorized Representative.

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

11.2. ***Treatment of Data*.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the County shall promptly determine whether the information qualifies for nonpublic or private data treatment. If the County determines that the information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the Grantee. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, to not appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Health and the County as a funding source and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. The Grantee must not claim that the Minnesota Department of Health and the County endorses its products or services.

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

The Grantee, in the conduct of the Project, shall comply with all applicable state and federal laws relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments thereto, including, but not limited to, Minnesota Statutes Ch. 363 (the Minnesota Human Rights Act), Minn. Stat. § 181.59 (applicable to Agreements for materials, supplies, and construction for or on behalf of the State), and the Americans with Disabilities Act of 1990 (P.L. 100-336).

18. **LIABILITY**

The Grantee must indemnify, save, and hold the County, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the County's failure to fulfill its obligations under this Grant Agreement.

19. **INSURANCE**

21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of $1,000,000 protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.

21.2 Insurance coverage by the Grantee in amounts greater than the tort liability limits set for municipal corporations, pursuant to Minn. Stat. 466 shall not constitute a waiver of the liability cap(s) available to the County.

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

20.1. ***Government Data Practices***. The Grantee agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee in accordance with this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Grantee or the County. In the event the Grantee receives a request to release the data referred to in this Part, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. ***Intellectual Property***.

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

The books, records, documents, and accounting procedures and practices of the Grantee relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract. In addition, the Grantee shall permit representatives of the County to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. **SUBCONTRACTING**

Grantee shall not enter into any subcontract for performance of any services contemplated under this agreement. If specifically authorized by the County, Grantee is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

APPROVED:

1. GRANTEE

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

By:
Title: Justin Wood
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **19**
Title of Item for Consideration: Public Hearing – Use of Cannabis and Cannabis Derived Products in Public Place Ordinance	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Administration
Previous Action on this Matter: None.	

Background: During the 2023 Legislative Session, the MN legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession, and personal growing of cannabis became legal August 1, 2023.

The purpose of the proposed ordinance is for protecting public health and safety by regulating and prohibiting the use of cannabis and cannabis derived products in public places and places of public accommodation within Chisago County.

***Attachment(s)*:**

- Draft Use of Cannabis and Cannabis Derived Products in Public Places Ordinance

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Use of Cannabis and Cannabis Derived Products in Public Places in Chisago County. The following motion is suggested:

"move to approve the Use of Cannabis and Cannabis Derived Products in Public Places in Chisago County."

Implications of Action: The ordinance is for protecting public health and safety by regulating and prohibiting the use of cannabis and cannabis derived products in public places and places of public accommodation within Chisago County.

Budget/Financial Implications: None directly.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

COUNTY OF CHISAGO
STATE OF MINNESOTA

ORDINANCE No.: _____

ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES

SECTION 1. PURPOSE, INTENT AND STATUTORY AUTHORITY

(A) Statement of Purpose and Intent.

This Ordinance is adopted by the Chisago County Commissioners for the purpose of protecting public health and safety by regulating the use of Cannabis and cannabis derived products in public places and places of public accommodation within Chisago County.

By enacting 2023 Session Law, Chapter 63, H. F. No. 100 [hereinafter referred to "State Legislation"], the Minnesota Legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession and personal growing of cannabis became legal on August 1, 2023.

State legislation authorizes adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis. See State Legislation Article 4, Sec. 19, Minn. Stat. 152.0263, Subd. 5, or successor statute.

Chisago County (hereinafter "the County") recognizes the risks that unintended access and use of cannabis products and exposure to cannabis and its effects present to the health, welfare, and safety of youth and the general public in Chisago County.

State legislation authorizes adoption of ordinances to regulate actual or potential threats to the public health. See Minn. Stat. 145A.05, subds. 1 and 7. The County wishes to be proactive in protecting public health and safety by enacting regulations that will mitigate threats presented to the public and public health by the public use of cannabis.

(B) Statutory Authority.

This Ordinance is enacted pursuant to 2023 Session Law, Chapter 63, H. F. No. 100 [hereinafter referred to "State Legislation"]; State Legislation Article 1, Sec. 1 Minn. Stat. 342.01; State Legislation Article 1, Sec. 9 Minn. Stat. 342.09 Subd. 1(b) or successor statute; State Legislation Sec. 9 Minn. Stat. 342.09, Subd. 1 (b)(9) or successor statute; State Legislation Minn. Stat. 342.09 Subd.1(a)(7) or successor statute; and State Legislation Article 4, Sec. 19 Minn. Stat. 152.0263, Subd. 5, or successor statute; and Minn. Stat. 145A.05.

SECTION 2. DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this

DRAFT

ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

(A) *Adult-use cannabis flower*. "Adult-use cannabis flower" means cannabis flower that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hempderived consumer products.

(B) *Adult-use cannabis products*. "Adult-use cannabis products" means a cannabis product that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.

(C) *Cannabis flower*. "Cannabis flower" means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

(D) *Cannabis plant*. "Cannabis plant" means all parts of the plant of the genus Cannabis that is growing or has not been harvested and has a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent on a dry weight basis.

(E) *Cannabis product*. "Cannabis product" means any of the following:

(1) cannabis concentrate;

(2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or

(3) any other product that contains cannabis concentrate.

(F) *Hemp derived consumer products*.

(1) "Hemp derived consumer products" means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:

(i) contains or consists of hemp plant parts; or

(ii) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

(2) Hemp-derived consumer products does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

(G) *Lower-potency hemp edible.* A "lower-potency hemp edible" means any product that:

(1) is intended to be eaten or consumed as a beverage by humans;

DRAFT

(2) contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;

(3) is not a drug;

(4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts;

(5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;

(6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;

(7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and

(8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

(H) *Public place.* A "public place," means a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation.

(I) *Place of public accommodation.* "Place of public accommodation" means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public."

(J) *Exceptions to public place or place of public accommodation.* "A public place" or "a place of public accommodation" does not include the following:

1. a private residence, including the individual's curtilage or yard.

2. a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or

3. on the premises of an establishment or event licensed to permit on-site consumption.

(K)*Smoking.* "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking

DRAFT

includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

SECTION 3. JURISDICTION

This Ordinance shall be applicable within the legal boundaries of Chisago County.

SECTION 4. PROHIBITED ACTS

(A) No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products. See State Legislation Article 4, Sec. 19 codified as Minn. Stat. 152.0263, Subd. 5, or successor statute.

(B) No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor. See State Legislation Article 1, Sec. 9 codified as Minn. Stat. 342.09, Subd. 1 (b)(9) or successor statute.

SECTION 5. PENALTY

(A) *Criminal Penalty*. A violation of this ordinance chapter shall be a petty misdemeanor having a fine payable up to $300. Nothing in this ordinance prohibits the County from seeking prosecution for an alleged violation.

SECTION 6. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

SECTION 7. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publications as required by law.

ADOPTED by the Chisago County Board of Commissioners this_____day of _____, 2024.

_____
Marlys Dunne
Chair, Chisago County Board of Commissioners

ATTEST:

_____
Chase Burnham
Chisago County Administrator

DRAFT

Chisago County Request For Board Action

Meeting Date: March 20, 2024	***Item Number:*** **20** *****
Title of Item for Consideration: Equipment Expenditure Request – Tandem Plow Truck Equipment	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Towmaster provided quotes for upfitting tandems the County currently has on order. The increases in cost are due to delays in production by Mack. The funding lacked this increase in total purchase price.

The County is expected to receive the chassis in Q4 of 2024.

***Attachment(s)*:**

- Equipment Expenditure Request Form – Tandem Plow Truck Equipment ($39,000)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the purchase of the tandem plow truck equipment for 2 tandem plow trucks for Public Works. The suggested motion to approve this action is as follows:

"Move to approve the purchase of the tandem plow truck equipment for 2 tandem plow trucks for Public Works."

Implications of Action: Recommended Board action results in the purchase of tandem plow truck equipment.

Budget/Financial Implications: The equipment costs, $39,000. The costs are due to increases for the two plows previously ordered. The costs can be covered by CIP funds from auction proceeds.

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

Administrator's Recommendation

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

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

revised 01/2022

Date 3/19/2024

Asset Description - PWKS-0226 Tandem Plow Truck Equipment

Estimated Cost - $39,000

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

If yes, what budget? _____

If no, please explain Cost increase from Towmasters for 2 plows ordered up. Proposing to use

AND source of funds C.I.P. funds from auction proceeds to cover

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

Is this a replacement? If yes, explain - _____

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

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

SIGNATURES REQUIRED

Requestor - _____ DATE 3/19/24

Department Head - _____ DATE 3/19/24

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

County Administrator - _____ DATE

Required if purchase is > $25,000

Board Approved - YES _____ NO _____

MTG DATE DATE TO BE APPROVED

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

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

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

MICS OFFICE USE

Purchase Order: _____ Approved: _____

Vendor: _____ Date: _____

Inventory Y or N: _____

AUDITOR'S OFFICE USE

Vendor Paid - _____ Warrant Number - _____

G/L Account - _____ Date Paid - _____

Amount - _____

Chisago County Request for Board Action

Meeting Date: March 20, 2024	***Item Number:*** **21** *****
Title of Item for Consideration: Application for Exempt Permit – East Central Friends of NRA	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: The current application is from the Almelund Threshing Co., so that the applicants can conduct a lawful raffle on August 11, 2024. The Almelund Threshing Co. is a non-profit organization.

Attachments:

- LG220 Application for Exempt Permit – Almelund Threshing Co.
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Almelund Threshing Co.'s application to Conduct a raffle at their event on August 11, 2024. The recommended motion is as follows:

"Move to approve the Almelund Threshing Co.'s resolution to conduct a raffle at their event on August 11, 2024."

Implications of Action: Approving tonight's action would allow the Almelund Threshing Co. to raise money for its non-profit organization and its activities.

Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.

Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

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

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Almelund Threshing Co.

Previous Gambling Permit Number: [redacted]

Minnesota Tax ID Number, if any: _____

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

Mailing Address: 17760 St Croix Trail

City: Taylors Falls State: MN Zip: 55084 County: Chisago

Name of Chief Executive Officer (CEO): _____

CEO Daytime Phone: _____ CEO Email: _____

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

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

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

☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Almelund Threshing Show

Physical Address (do not use P.O. box): 17760 St Croix Trail, Taylors Falls MN 55084

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: Shafer Zip: 55084 County: Chisago

Date(s) of activity (for raffles, indicate the date of the drawing): 8-11-2024

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

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

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

Chisago County Board of Commissioners
March 20th 2024

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: SHAFER

Signature of Township Officer: [signature]

Title: CHAIRMAN Date: 03-14-2024

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0320-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE ALMELUND THRESHING CO.

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 Almelund Threshing Show located at 17760 St. Croix Trail, Taylors Falls, MN 55084.

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

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

Approved: March 20, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

CORRESPONDENCE

Quick Links to Contents

Leadership & Overall	Transportation	General Government & Other
Taxes & Fiscal Policy	Health & Human Services	Corrections & Public Safety
Bonding & Capital Investment		Environment

LEADERSHIP AND OVERALL

Week five was packed with bill hearings as policy committees, bill authors, and advocates pressed proposals toward meeting the March 22 House-Senate joint committee deadline. That pace will likely continue if not accelerate during the remaining two weeks to the deadline, even as some key bills are still being introduced and scheduled for their first hearings.

Given the intensity of policy committee activity, a relatively modest number of bills have made it to the general calendars of the full House and/or Senate. That too will likely change over the next two weeks. Yet to become clear, is the extent to which policy proposals will be carried in omnibus bills, separate bills, or both.

Ongoing conversations between Governor Walz, Senate Majority Leader Erin Murphy (DFL-Saint Paul), and Speaker of the House Melissa Hortman (DFL-Brooklyn Park) on joint budget targets will frame the supplemental budget, tax, and capital investment decision-making for the remainder of session. Often, those targets are set at levels that reflect the priority preferences of committee chairs that have been shared over the past weeks. Release of the Governor's supplemental budget recommendations, and any adjustments to his capital budget recommendations, are also anticipated.

Checking in on the Session Clock – 31 'legislative days' remain as of the end of week five, with regular meetings anticipated through this week and next to facilitate meeting committee deadlines.

Resources:

- The Office of State Auditor, UMN and other partners released an update to the Infrastructure Stress Transparency Tool, launched initially in 2016 to better inform the decision making process at all levels of government to improve the long term financial planning for our civil infrastructure needs (stress test).

TAX & FISCAL POLICY

LAST WEEK

County Program Aid: The state-local financial partnership was the focus of Wednesday's Senate Tax Committee with four bills authored by Senator Grant Hauschild on the agenda. For counties, SF4247 would provide for annual inflation and population adjustments to appropriations for county program aid (CPA), as well as for local government aid (LGA) to cities. Estimates of CPA under the bill. County Commissioners Jason Sjoblom (Koochiching) and Annie Harala (St. Louis) testified in support of the bill on behalf of counties. The 2023 made historic increases in CPA last session, and Commissioners highlighted how that aid helps moderate tax levy increases and fund core county operations.

Also heard:

- SF 3757 increasing town aid from $10.0 to $11.5 annually and modifying the distribution.

- SF 4422 increasing the annual appropriation for soil and water conservation district (SWCD) aid from $12.0 to $16.0 million annually.

Also heard was SF3886 (Hauschild), a bill that would appropriate $120 million onetime for one-time aid to licensed ambulance service providers across the state, including those operated by public and private entities. All those bills were laid over, with the one-time funding for critical local EMS services most likely to gain traction this session given the constrained long-term budget resources available.

Other Property Tax and Local Bills:

- On Thursday, the Senate Tax Committee heard SF4261, a bill authored by Senator Matt Klein to convert the additional property tax refund—which is available for homestead properties that experience a tax increase of greater than 12 percent from the prior year—to a refundable income tax credit authorization.
- Additionally, SF4241, is a bill authored by Senator Steve Drazkowski that would establish a state paid property tax credit equal to $5 per acre, for agricultural acres that are located in eight Southeast Minnesota Counties and certified under the Minnesota agricultural water quality certification program. HF4044, the House companion file authored by Rep. Steve Jacob, also received a hearing in the House Agriculture Committee on Tuesday.
- The focus of the House Property Tax Division last week was six bills providing for modifications to local tax abatement and tax increment financing.

Tax Incidence and Tax Trends: The Senate committee received a presentation of the 2024 Tax Incidence Study. The House Tax Committee will receive the same reports on Tuesday of this week. Last week, the House Tax Committee held a series of hearings on corporate earnings and tax trends. The House Committee also heard HF4535 (Howard), bill would require the commissioner of revenue to prepare a report to the legislature on corporate tax base erosion, with an emphasis on how worldwide combined reporting might address that erosion; and HF HF4513 (Greenman), a bill requiring certain corporate tax and earnings data disclosures.

On Thursday, the House Committee heard four bills, including HF3769 (Lislegard) modifying the effective date modified of a reduction in the limitation on the deductibility of net operating losses to reflect the intent of the 2023 omnibus tax act. That bill was recommended to pass referred to Ways and Means, where it is scheduled to be heard on Monday.

THIS WEEK

Several bills will move closer to action by the full House this week as House Ways and Means Committee takes up HF3613 (Hornstein), a bill clarifying Forecasted Metro Mobility funding, and HF3769 (Lislegard), a bill to correct the effective date for a reduction in the limitation on the deductibility of net operating losses contained in the 2023 omnibus tax act.

Tax Forfeited Lands – *Tyler v. Hennepin* Response: Progress toward adoption of changes to state tax forfeiture laws will pick up steam this week as an approach authored by Rep. Sandra Feist is scheduled for its first hearing in House Judiciary on Thursday. HFXXXX proposes a more streamlined approach to modifying state law than the preferred approach that counties had been developing over the legislative interim. While not yet introduced and subject to change, the concept of the proposal is to adjust the current law to address the Supreme Court decision by amending:

- The "Notice of Expiration of Redemption" to include notice that persons believing the value of their interest in the property exceeds amounts owed, may (must) provide notice of such prior to the expiration of the redemption if they want to make a claim to that excess value.
- That if such a notice is filed, the county be required to put the property up for sale via a public auction.
- If there is no offer to buy the property for more than the amount owed, the sale may be cancelled and all other disposition options allowed under current law could be exercised; and
- Providing that if the property sells for more than the amount owed, excess amounts be distributed consistent with the court decision to interested persons having made a claim.

Proceedings for foreclosed minerals rights would follow a similar process with the Commissioner of Natural Resources, and claimants entitled to payment from the state when minerals value exceeds amounts owed.

Tax Committee Hearings: Both House and Senate Tax Committees will hold bill hearings this week, with agenda hewing toward tax policy changes with limited state budget impacts:

- A Tuesday House hearing on HF3667 (Norris) providing for an individual income tax subtraction for discharges of indebtedness, and HF3327 (Norris), modifying individual income tax to provide a subtraction for foreign service retirement.
- Also on Tuesday, the House Environment will hear HF3783, a bill authored by Rep. Alicia Kozlowski (DFL – Duluth), requiring that any tax-forfeited land that includes land within boundary of Indian reservation, be offered to affected bands before being offered for sale to other parties.
- Wednesday's Senate Tax hearing will include hearing S.F.3670 (Oumou Verbeten), repealing the controlled substances and illegal cannabis tax; S.F.4216 (Weber) providing a property tax exemption for certain leased land; and S.F. 4115 (Rest) authorizing a property tax abatement for land bank property.
- On Thursday, Senate Tax will hear S.F. 1949 (Klein) establishing lawful sports betting, along with two other bills

House Property Tax: Three bills will be heard, including HF4301 (Gomez) providing a property tax exemption for Red Lake Nation property, HF4494 (Wolgamott) authorizing a special tax increment district on St. Cloud, and HF3460 (Coulter) requiring a reform study of property tax refund programs.

Tax Expenditure Review – Open Space Property: On Friday afternoon, at 4:00 PM, the Joint Tax Expenditure Review Commission, chaired by Rep. Esther Agbaje, will meet to discuss several tax preferences. One tax preference up for discussion is the Open Space law that now shifts $17.7 million in tax burden from benefiting property owners to other classes of property.

BONDING AND CAPITAL INVESTMENT

LAST WEEK

The House and Senate Capital Investment Committees both met last week, with the House Capital Investment Committee considering housing infrastructure funding and both committees hearing from state agencies regarding Governor's bonding recommendations for their department. As the Governor and legislative leaders undertake discussions on setting targets, behind the scenes engagement on a path forward for a capital investment bill is also occurring.

THIS WEEK

Both House and Senate Capital Investment Committees will continue public hearings this week to discuss state agency proposals. The House Committee will meet Monday to hear from state agencies, and the Senate Committee will meet Tuesday to hear **S.F.4307**, a bill authored by Committee Chair Senator Sandra Pappas, to modify various previously enacted capital projects appropriations. Adoption of this legislation is essential for the projects impacted to move forward, and reaching agreement on these technical modifications can sometimes open a pathway to a broader agreement since these modifications involve general obligation bonds and require a 3/5ths majority to pass. The House companion bill (HF3631), authored by Chair Fue Lee, was heard last week in the House.

TRANSPORTATION

legislation which would fully fund the Local Road Wetland Mitigation Program. In addition, transportation related issues such as the Senator David Tomassoni Memorial Highway, H.F. 4025 (Koegel), the Minnesota Advisory Council on Infrastructure, Driver and Vehicle Services updated and protections against hazardous railroad incidents moved through the committee headed toward the House and Senate floors.

LAST WEEK

The House and Senate met on Monday and Thursday. The following transportation related bill passed the House:

- H.F. 3437, (Authors: Klevoron, Frazier and Pfarr. Companion to S.F. 3798) relating to transportation; designating the Michael Gau Memorial Bridge over U.S. Highway 169 on Hennepin County State-Aid Highway 9 in the city of Plymouth; amending Minnesota Statutes 2022, section 161.14, by adding a subdivision.

The House and Senate met on Monday and Thursday. Monday, the county engineers had their weekly teleconference and county lobbyists met to discuss the week's activities. Several person-to-person meetings occurred with a variety of legislators. Committee agendas were full. The following were the committee agendas for the week:

Monday, March 4, 2024 3:00 PM
Transportation
Chair: Senator D. Scott Dibble
Location: *(Hybrid Hearing)* 1100 Minnesota Senate Bldg.
Agenda:
S.F. 3961 McEwen
Commissioner of transportation conveyance of property for and promoting the use of passenger rail service authorization
S.F. 4183 Fateh
Environmental and public health considerations in comprehensive development guide requirement provision
S.F. 2584 Dibble
Clean Transportation Standard Act establishment and appropriation
S.F. 3975 Jasinski
Roadable aircraft registration and operating requirements establishment

Tuesday, March 5, 2024 8:30 AM
Transportation Finance and Policy
Chair: Rep. Frank Hornstein
Location: Basement Hearing Room
Agenda:
HF4237(Lislegard) Marked U.S. Highway 169 portion between taconite and Virginia designated as Senator David J. Tomassoni Memorial Cross Range Expressway.
HF4368(Tabke) Criminal vehicular operation added to list of offenses requiring one-year waiting period for limited driver's license, requirement that invalidated licenses be physically clipped removed, and two-wheeled vehicle endorsements renamed to motorcycle endorsements.
HF4369(Tabke) Driver and Vehicle Services policies clarified and modified, including but not limited to noncompliant driver's licenses and identification cards, recreational vehicles, and driver education program; and technical corrections made.

Wednesday, March 6, 2024 8:30 AM
Sustainable Infrastructure Policy
Chair: Rep. Erin Koegel
Location: State Office Building Room 10
Agenda:
HF 4025 (Koegel) Minnesota Advisory Council on Infrastructure established, office powers and duties specified, implementation provided, reports required, and money appropriated.*
HF 342 (Igo) Carbon capture and sequestration technology state policy established.

Wednesday, March 6, 2024 1:00 PM
Capital Investment Committee
Chair: Rep. Fue Lee

Location: Basement Hearing Room
Agenda:
State Agency Overviews of Governor's 2024 bonding recommendations:

Wednesday, March 6, 2024 3:00 PM
Transportation
Chair: Senator D. Scott Dibble
Location: *(Hybrid Hearing)* 1100 Minnesota Senate Bldg.
Agenda:
S.F. 3993 Boldon
Active transportation requirements amendments including electric bicycles and sales regulations, complete streets requirements, drivers education and certain citation issuance authority
S.F. 2026 Mohamed
Speed safety camera enforcement
S.F. 2332 Morrison
Trunk Highway 7 corridor coalition appropriation

Thursday, March 7, 2024 8:30 AM
Transportation Finance and Policy
Chair: Rep. Frank Hornstein
Location: Basement Hearing Room
Agenda:
HF4104 (Tabke) Release of information on leased motor vehicles to licensed motor vehicle dealers authorized, and technical changes made.
HF4268 (Sencer-Mura) Metropolitan Council required to design, construct, and fund aspects of bus rapid transit projects.
HF3374 (Kiel) East Grand Forks; special permit issuance for hauling sugar beets authorized, and report required.
HF4350 (Petersburg) Roadable aircraft registration and operation requirements established, and criminal penalties established.

BILL INTRODUCTIONS OF INTEREST

Senator Koznick introduced:

H.F. 4506, relating to the Metropolitan Council; modifying governance of the Metropolitan Council; eliminating the Transportation Advisory Board; amending Minnesota Statutes 2022, sections 3.8841, subdivision 9; 473.123, as amended; 473.146, subdivisions 3, 4; repealing Laws 1994, chapter 628, article 1, section 8.

Senators Murphy and Petersburg introduced:

H.F. 4586, relating to transportation; appropriating money to construct state roads; authorizing the sale and issuance of trunk highway bonds.

Senator Lang introduced:

S.F. 4475, relating to transportation; expanding application of construction materials special permit; amending Minnesota Statutes 2022, section 169.869, subdivisions 1, 2, 3.

Senators Hawj, McEwen, Howe, Carlson, and Jasinski introduced:

S.F. No 4666, relating to capital investment; appropriating money for the local road wetland replacement program; authorizing the sale and issuance of state bonds. Referred to the Committee on Capital Investment.

THIS WEEK

The highlight of the week will be Transportation Day at the Capitol. The day begins at the Radisson Hotel St. Paul at 9 am. Several key legislators will be at the event and will speak.

The following are the currently posted committee agendas for the week:

Monday, March 11, 2024 3:00 PM
Transportation
Chair: Senator D. Scott Dibble
Location: *(Hybrid Hearing)* 1100 Minnesota Senate Bldg.
Agenda:
S.F. 4056 Hawj
Full-service office establishment by authorizing the appointment of a driver's license agent at the Hmong Village Shopping Center in St. Paul
S.F. 3257 Hawj
Deputy registrars and driver's license agents eligible to provide bilingual services and materials addition by Department of Public Safety requirement
S.F. 3250 Hawj
Open bidding process requirement when deputy registrars and driver's license agents close location
S.F. 3856 Howe
Eligibility amendment for a veteran designation on drivers' licenses or Minnesota identification cards and burial in state veterans cemeteries
S.F. 4098 Jasinski
Release of certain information on leased motor vehicles to licensed motor vehicle dealers provision and technical changes provision

Wednesday, March 13, 2024 3:00 PM
Transportation
Chair: Senator D. Scott Dibble
Location: *(Hybrid Hearing)* 1100 Minnesota Senate Bldg.
Agenda:
S.F. 4169 Rasmusson
180-hour training requirement for postsecondary institutions offering commercial motor vehicle instruction elimination
S.F. 4072 McEwen
Yardmasters hours of service required limitations establishment
S.F. 4162 Kupec
Motor carriers of railroad employees insurance coverage increase requirements and civil penalties created
S.F. 4161 Kupec
Maximum train length establishment and penalties provision
S.F. 3943 Kupec
Wayside detector systems requirement establishment
S.F. 3639 Kupec
Hazardous railroad incident notification requirements modification
S.F. 1155 Weber
Credit provision for railroad reconstruction or replacement expenditures
S.F. 3857 Howe
Clearance requirements clarification for certain carriers
S.F. 3813 Drazkowski
Diving rules for implements of husbandry modification
S.F. 0843 Lucero
Sewage septic tank trucks providing emergency pumping services exemption from certain vehicle weight limitations

County license centers and deputy registrars' issues are important to many counties. The March 11th Senate transportation hearing will focus on these issues. Bills include: Senator Hawj – S.F. 4056, S.F. 3257, and S.F. 3250.

HEALTH AND HUMAN SERVICES

LAST WEEK

The Capitol was filled with interest groups last week. Committees extended hearings to process literally hundreds of bills. We are now only two weeks from the policy committee deadlines, wherein committees must act favorably on bills that are not major appropriations or finance bills.

County Priorities:

Priority Admissions/Direct Care and Treatment: Sponsored by Representative Heather Edelson (D-Edina), HF4366, as amended, is based on recommendations from the Task Force on Priority Admissions to State-Operated Treatment Programs. Improving capacity and access to treatment programs for civilly- committed individuals with mental health and substance use disorders is at the heart of the comprehensive bill. The House Human Services Policy Committee approved the bill on Wednesday and referred it to the House Public Safety Committee where it will be heard on Tuesday. It is also scheduled to be heard in the Judiciary Committee on Thursday.

Civilly-committed individuals in jails and hospitals face long waits for treatment beds. Mental health advocates say there is a shortage of treatment beds because Medicaid reimbursement rates for facilities are low, thereby limiting services. Waiting lists at follow-on care facilities are common. The bill would appropriate funds in FY25 to increase capacity and access to direct care and treatment services for all levels of care and allow DHS to immediately admit to a hospital up to 10 civilly-committed individuals who are on a waiting list. DHS would be able to prioritize capacity expansion within the Forensic Mental Health Program at St. Peter, the Anoka-Metro Regional Treatment Center, and community behavioral health hospitals. The bill would also waive prisoners' co-payment for their mental health medication while in a county correctional facility. The state would pay for the drugs or reimburse counties.

Stearns County Commissioner Tarryl Clark, a member of the Task Force, highlighted county priority issues:

- The need to increase DCT capacity and access.
- The elimination of county cost shares when a client awaits transfer from one state-operated facility to another.
- Redirecting county cost shares from the General Fund back to counties to be used to support clients in community settings, where appropriate.
- Clients should not be languishing in jails – where there is no treatment.

Hospital Decompression: On Wednesday, the Senate Human Services Committee addressed SF3989 (Hoffman; DFL-Champlin). The bill provides for expedited state medical review team determinations of disability, expedited MA applications, expedited MnCHOICES assessments and support planning, and emergency supplemental payments under the MA home and community-based services waivers for people who received an expedited assessment and support planning.

- An A1 amendment passed as follows:
- The state medical review team (SMRT) must accept directly from a hospital all referrals for a disability determination for an applicant who in the judgment of the applicant's attending physician will require upon discharge long-term services and supports provided under MA.
- If the reason for the delay in determining the applicant's eligibility is that the required information cannot be obtained even with the assistance of the county, the county, the applicant, the applicant's representative, or a person interested in the applicant's welfare may request assistance from DHS. Upon that request, DHS must assist in gathering the required application materials and determining eligibility for MA.
- Changing credentialing requirements for MnCHOICES certified assessors by eliminating the requirement that registered nurses have at least two years of home and community-based experience.

- If a county is unable to complete a MnCHOICES assessment, the county, the client, the client's representative, or the hospital may request assistance from DHS. DHS must (1) direct the county to conduct an assessment immediately, (2) transfer authority to another county to do so immediately; or (3) permit any certified assessor employed by the hospital or health system to perform the assessment.
- **Increased the duration of validity for MnCHOICES assessments to one year.**
- Removed language relating to an expedited appointment of an emergency guardian; however, Senator Hoffman signaled that there will be further discussion of this issue.

Jill Pooler, Aging & Disability Services Manager, Wright County Health & Human Services, testified on behalf of counties. She stated that, while counties agree with the expressed concerns of people not being able to discharge from hospital settings in a timely manner, prioritizing who is moved first is a slippery slope considering the many residents counties serve, and that this could create difficult ethical dilemmas within county decision making. She acknowledged the inclusion of allowing initial assessments to remain valid for 365 days, which is a county priority. She suggested the Legislature consider changing the timeframe of completion for the initial county visit from 20 "calendar" days to 20 "business" days, and to reduce unnecessary annual reassesssments for case scenarios where the person's needs and service requests have not changed.

The bill passed as amended and was referred to the Health and Human Services Committee. The House companion (HF4106; Noor; DFL-Minneapolis) is scheduled to be heard in the House Human Services Policy Committee on Tuesday.

Medicaid Changes: Nutrition/Prisoner Health Care Programs: Sponsored by Representative Mohamud Noor, two bills were laid over for possible inclusion in the Human Services Finance Committee omnibus bill. Both call for DHS to submit Section 1115 waivers to the federal government for MA:

- HF3639 would provide medically tailored, home-delivered meals or pantry items to children, pregnant women, and others who qualify, including individuals exiting incarceration. It would also provide nutrition counseling and education.
- HF3642 would extend Medicaid coverage for care transition services to incarcerated individuals during the 30 days prior to their expected release. The provision would assist individuals with chronic physical or behavioral health conditions who are at high risk of poor health and frequent emergency room visits and hospital admission, whether or not they have been convicted.

Travis Gransee, Olmsted County Deputy Administrator, testified on behalf of counties. He highlighted the need for stability for those individuals dealing with substance abuse and mental health issues. He asked that counties be at the table for these ongoing discussions as it impacts both health and human services and public safety. He noted that counties have also advocated for this proposal at the federal level.
Representative Anne Neu Brindley (R-North Branch) indicated that the Legislature needs to be mindful of not only costs to the state, but county costs as well.

Monday:
The House Human Services Policy Committee addressed several bills of interest:

- HF3941 (Curran; DFL-Vadnais Heights) modifies provisions relating to **home and community-based service standards, including provisions related to assessments and planning meetings, staff qualifications, and direct support staff orientation requirements**. The bill passed and was referred to Human Services Finance.
- HF3743 (Edelson) represents legislation of the **Mental Health Legislative Network,** which makes changes to a variety of provisions relating to mental health services, establishes new grant programs, modifies nonemergency medical transportation reimbursement rates for protected transportation, and appropriates money for engagement services pilot grants, first episode of psychosis grants, early episode of bipolar disorder grants, housing with supports for adults with serious mental illness, and protected transport start-up grants. The bill was laid over for further discussion.

- HF4158 (Hicks; DFL-Rochester) extends the timeline for **income reviews under the MA-EPD program from every six months to every 12 months**. The bill was laid over; however, it was noted that if is determined that there is a cost to the bill, it will have to be referred to the Human Services Finance Committee.
- HF4203 (Pryor; DFL-Minnetonka) authorizes **risk-based demonstration partnerships between a lead agency and an enrolled MA provider of technology systems for home and community-based waiver services recipients**. The goal is to serve at least 500 people enrolled in a MA waiver, under section 256B.0913, 256B.092, 256B.093, or 256B.49, or chapter 256S, to evaluate the benefits of informed choice and expedited service authorizations for existing waiver benefits related to technology systems. The bill passed and was referred to the Human Services Finance Committee.

Tuesday:

- **Flavored Tobacco Ban:** HF2177, authored by Representative Ethan Cha (DFL-Woodbury), would prohibit the sale of tobacco and tobacco-related devices, electronic delivery devices, nicotine or lobelia products, or flavored products that taste or smell different from tobacco. This includes products smelling or tasting like chocolate, cocoa, fruit, honey, menthol, mint, vanilla, wintergreen, or any candy, dessert, alcoholic beverage, herb, or spice. An entity found to have violated the ban could be fined $1,000 for the first infraction and $5,000 in subsequent instances. According to the MDH 2022 Student Survey, one in seven 11th graders currently use e-cigarettes, and 88% of those students use flavored e-cigarettes. The House Health Finance Committee approved the bill and referred it to the Commerce Committee.
- **Guardianship:** HF3483 (Feist; DFL-New Brighton) creates a Guardianship Task Force. Counties have been working with the author and the Council on Disability regarding an amendment to ensure county membership on the Task Force – as counties pay for the services. The House State and Local Government laid over the bill for possible inclusion in the committee's omnibus bill. The Senate companion (SF3438), authored by Senator Scott Dibble (DFL-Minneapolis) was heard in the Senate Judiciary Committee on Wednesday. The bill was laid over for further discussion.

The House Children & Families Committee addressed several bills addressing child protection:

- **Foster Care Kinship:** HF1661 (Hicks) establishes the foster care placement kinship grant program to provide support and connection to resources for relative kinship caregivers, and appropriates money for the grant program. The bill also appropriates money for grants to provide support to current and prospective relative caregivers. The bill was laid over as the committee awaits the fiscal note process to be completed.
- **Child Maltreatment Reporting Processes/Systems in Other States:** HF3781 (Hicks) **requires DHS to review the current child maltreatment reporting processes and systems in various states and evaluate the costs and benefits of each state system reviewed.** In consultation with stakeholders, including **counties**, Tribes, and organizations with expertise in child maltreatment prevention and child protection, **DHS must develop recommendations on implementing a statewide common entry point system for reporting** child maltreatment, outlining the benefits, challenges, and costs of such a transition. By December 1, 2024, DHS must submit a report detailing its recommendations to legislators who have jurisdiction over child protection and is required to publish the report on DHS' website. The bill was laid over. The Senate companion (SF3820), sponsored by Senator John Hoffman (DFL-Champlin) was heard on Friday in the Senate Health and Human Services Committee, which laid it over for possible inclusion in its omnibus bill.
- **Legislative Task Force on Family Foster Care and Adoption:** HF1898 (Hudson; R-Albertville) establishes a Legislative Task Force on Family Foster Care and Adoption. The bill was amended to add a member appointed by the Office of the Foster Youth Ombudsperson to the Task Force. The bill was then laid over for further discussion.
- **Summaries Required for Out-of-Home Placement Plans:** HF3689 (Hassan; DFL-Minneapolis) requires the responsible social services agency to provide a one- to two-page summary of the out-of-home placement plan to the child's parent or guardian before the parent or guardian signs the out-of-home placement plan. Requires that the summary clearly list the plan's contents and requirements for the parent or guardian in plain language, and requires the summary to be updated whenever the out-of-home placement plan is updated. Also directs DHS to develop and disseminate a template summary document. **Counties testified, highlighting the unwieldiness of the technology system,** and that this would add likely hours to each case. **There was again a discussion about**

the deficiencies in the SSIS system. Representative Hassan reported that she has worked in SSIS system and has had personal experiences where the system crashed. The bill was laid over for further discussion.

The House Human Services Finance Committee addressed the following:

- HF3907 (Virnig; DFL-Eagan) establishes a onetime grant program to **incentivize providers to support individuals to move out of congregate living settings** and appropriates money for the grant program. The bill was laid over for possible inclusion in the committee's omnibus bill.
- HF3835 (Frederick; DFL-Mankato) requires DHS to submit to CMS any necessary amendments to **home and community-based waiver plans to allow for providers providing individualized home supports to bill for services that do not require "direct contact**" with the service recipient but are within an allowable community living service category. ARRM testified that an example of non-direct contact would be helping a client arrange for a doctor's appointment by phone; currently they would not be able to bill for such a service. The bill was laid over for possible inclusion in the committee's omnibus bill.

Aerosol Dusters: HF3539 (Edelson) restricts the sale of aerosol dusters containing 1,1-difluoroethane (DFE), a gas used in some products as a refrigerant or propellant. DFE is considered toxic and has been abused through inhalation. The Consumer Protection Safety Commission reported that, between 2006 and 2022, it received reports of 1,115 deaths and 28,800 emergency room visits linked to inhalation of DFE. HF3539 sets requirements for the retail sale of aerosol dusters, including limiting sales to people who are at least 21 years old, limiting sales to only three cans of an aerosol duster in a single transaction, and requiring specific warning labels to be placed on cans. Violations of the requirements are a misdemeanor. The House Public Safety Committee passed the bill on Tuesday and sent it to the House floor.

Wednesday:

- **Social Work Services Interstate Compact:** The Senate Health and Human Services Committee addressed SF4076 (Morrison; DFL-Deephaven), which would facilitate interstate practice of regulated social workers by improving public access to competent social work services. The Compact preserves the regulatory authority of states to protect public health and safety through the current system of state licensure. The bill passed and was referred to the Judiciary and Public Safety Committee.
- **Emergency Medical Services:** The Senate Tax Committee took up SF3886, authored by Senator Grant Hauschild (DFL-Hermantown), which would provide $120 million to establish a onetime aid program for certain licensed ambulance services. Several individuals testified regarding the dire situation related to the service, including local officials, hospitals, and the Minnesota Ambulance Association. The bill was laid over until the fiscal note process is completed. Also, as noted previously, an EMS Task Force held a number of listening sessions across the state on this issue. A report that includes their recommendations is expected to be submitted to the Legislature by August 15.

Thursday:

- **SSIS:** The House Children & Families Committee heard a joint presentation by DHS, counties and Tribes related to the inefficiencies of the Social Services Information System. In her testimony, ***Patricia Harrelson,*** **Division of Child and Family Services Manager for *MNPrairie* County Alliance,** stated that SSIS is one of the biggest challenges for county workers, resulting in lost time as workers struggle with outdated technology, which in turn limits their ability to do the actual work of helping families.

  Several issues were highlighted, including that the screens are not intuitive; duplicative data entry requirements are the norm; it is limited as to how it interacts with other systems (MAXIS and MMIS); that it frequently breaks down in the middle of inputting data, resulting in lost work; and that work-arounds have had to be developed.

  Representative Nathan Nelson (R-Pine City) and Natalie Zeleznikar (R-Fredenberg Township) noted that county social services workers are frustrated as they deal with outdated "green screen" technology, and that the state must make the necessary investments to improve the process.

During its presentation, DHS noted that SSIS is used for 30 programs, including in the areas of child welfare, children's mental health, developmental disabilities, elderly protection, and adult protection. A DHS estimate of the cost to update SSIS is in the $80-$100 million range, 50% of which would be reimbursed by the federal government.

The committee also addressed a pair of bills of county interest:

- HF3856 (Hanson, J; DFL-Burnsville) modifies the **notice requirement for foster children receiving benefits**. The bill was laid over for further discussion.
- HF3671 (Pinto; DFL-St. Paul). Under current law, a "child in need of protection or services" includes a child who has committed a delinquent act or a juvenile petty offense before becoming ten years old. A child aged ten or over who commits a delinquent act or a juvenile petty offense is considered a delinquent child and enters the juvenile justice system. This bill would raise the age of delinquency so that a child aged 13 or older who commits a delinquent act or a juvenile petty offense would be considered a delinquent child, but **a child under age 13 would be considered a child in need of protection or services.** The bill also makes clarifying changes in delinquency and juvenile petty offense statutes to explicitly exclude children under age 13, and directs the Commissioners of Human Service, Children, Youth, and Families, Corrections, and Public Safety to confer to ensure child protection system capacity and to develop necessary policies related to raising the age of delinquency. The bill passed and was referred to the Public Safety Committee.

The Senate Health and Human Services Committee heard two bills relating to child welfare:

- SF4001 (Kunesh; DFL-New Brighton) directs **a third-party independent consultant to conduct a fiscal analysis of the child welfare system in Minnesota** and develop a practice model. The bill passed and was referred to the State and Local Government Committee.
- SF4480 (Kunesh) **would modify the Minnesota Indian Family Preservation Act (MIFPA).** The federal Indian Child Welfare Act (ICWA) establishes procedures and requirements for child custody proceedings that involve an Indian child. MIFPA was originally enacted in 1985 to strengthen and expand upon parts of ICWA. In 2023, the Legislature codified ICWA into state MIFPA statutes. SF4480 modifies notice requirements for child placement proceedings, establishes inquiry procedures, and the appointment of counsel in child placement proceedings involving an Indian child. The bill passed and was referred to the Judiciary Committee.

County-Administered Rural Medical Assistance: HF3533 (Fischer; DFL-Maplewood) requires 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. The bill requires DHS to report recommendations and an implementation plan for the CARMA model to the Legislature by January 15, 2025. **The bill was laid over for possible inclusion in the Health Finance Committee's omnibus bill.**

The full House passed codification bills for two new state agencies:

- **Transition to Department of Direct Care and Treatment:** Representative Peter Fischer is the author of HF3987, which transfers duties from DHS to the new Department of Direct Care and Treatment; establishes general executive board duties, powers, rulemaking authority, and administrative service contracting. The bill passed on a bipartisan vote of 83-46. The Senate companion, authored by Senator Melissa Wiklund, is expected to be debated on the Senate floor on Thursday.
- **Transition to Department of Children, Youth and Families:** Representative Dave Pinto is the author of HF3646, which creates the statutory infrastructure for the new Department of Children, Youth, and Families and moves applicable statutes to the new department. The bill passed on a bipartisan vote of 85-44. The Senate companion, authored by Senator John Hoffman, is expected to be debated on the Senate floor on Thursday.

On Friday, the Senate Health and Human Services Committee met and addressed several bills related to child protection:

The following were laid over for possible inclusion in a future bill:

- **SF3614 (**Mitchell; DFL-Woodbury) modifies the **notice requirement for foster children receiving benefits**. Counties testified regarding ongoing technology issues.
- SF3615 (Mitchell) requires social service agencies to **provide out-of-home placement plan summaries.**

The Senate HHS Committee heard the following bills and referred them all to Judiciary:

- **Ombudspersons Access to SSIS:** SF4204 (Mitchell) authorizes ombudspersons access to the social service information system.
- **Child Protection Advisory Council:** SF4761 (Mitchell) establishes a Child Protection Advisory Council.
- **HCBS/Respite Services for Children:** SF3809 (Boldon; DFL-Rochester) modifies home and community-based services standards for out-of-home respite services for children.

Throughout the hearing, **testimony by many interests, including counties, reflected the serious need for updating our technology systems to be able to comply with these legislative proposals.**

BILL INTRODUCTIONS OF INTEREST

- SF4412 (Seeberger; DFL-Afton) Supportive housing provisions modifications (**Metro Demo**)
- SF4473 (Hoffman)/HF4548 (Frederick; DFL-Mankato) Ombudsman for mental health and developmental disabilities provisions modifications
- SF4474 (Hoffman) Asset verification system authorization clarification
- SF4480 (Kunesh; DFL-New Brighton) Minnesota Indian Family Preservation Act modification
- SF4487 (Dibble) Transportation and distribution of medical cannabis by manufacturers to a Tribal medical cannabis board
- SF4524 (Dibble) Medical cannabis registry program qualifying medical condition definition
- SF4531 (Fateh; DFL-Minneapolis)/HF4682 (Curran) Community services and supports requirements for support workers to qualify for and enhanced rate modification
- SF4559 (Lucero; R-St. Michael)/HF4573 (Novotny; R-Elk River) Domestic and child abuse allegations against a parent in the dissolution, child custody, and parenting time proceedings court consideration requirement provision
- SF4572 (Wiklund) Department of Human Services child placement and safety executive bill
- SF4600 (Gustafson; DFL-Vadnais Heights)/HF4713 (Curran) Acceptable blood lead levels for workers adoption requirement
- SF4619 (Boldon) Establishing MA coverage of residential crisis stabilization for children
- SF4620 (Mitchell)/HF4681 (Feist) Police training on issues relating to child protection
- SF4673 (Mann; DFL-Edina)/HF4693 (Noor) Directing the Commissioner of Human Services to apply for a federal waiver for money for services provided to patients in an institution for mental diseases
- SF4726 (Hoffman)/HF4692 (Noor) **Direct Care and Treatment agency establishment**
- SF4733 (Hoffman) **Waiver reimagine phase II modification**
- SF4734 (Oumou Verbeten; DFL-St. Paul) Patients enrolled in the cannabis registry program authorization to cultivate up to 16 cannabis plants without a license
- SF4739 (Oumou Verbeten) Cannabis registry program provisions modifications
- SF4747 (Kunesh) **Modifying child welfare responses for educational neglect**
- SF4761 (Mitchell)/HF4727 (Pinto) Creating a Child Protection Advisory Council
- SF4778 (Wiklund)/HF4745 (Long; DFL-Minneapolis) **MinnesotaCare public option** established,
- SF4782 (Port; DFL-Burnsville)/HF4757 (Stephenson; DFL-Coon Rapids) Cannabis provisions modifications and appropriations
- HF4563 (Vang; DFL-Brooklyn Center) Mental Health and Substance Use Disorder Education Center and youth care professional training program established

- HF4568 (Virnig) State disability determination procedures modified, and consumer-directed community supports governing provisions
- HF4571 (Liebling; DFL-Rochester)/SF4699 (Wiklund) Commissioner of health appropriation correction
- HF4578 (Virnig) **County grants for implementation of service delivery transformation requirements and information technology** infrastructure provided
- HF4583 (Perez-Vega; DFL-St. Paul)/SF4779 (Marty; DFL-Roseville) Ramsey County homelessness funding provided
- HF4616 (Noor) Commissioner of human services required to submit application for **1115 demonstration waiver to provide substance use disorder treatment services to incarcerated individuals**
- HF4628 (Skraba; R-Ely) Certain hot tubs exempted from public pool regulations
- HF4629 (West; R-Blaine) Petition process to designate cannabinoids as nonintoxicating or approved for use in lower-potency hemp edibles established, hemp edibles provisions modified
- HF4634 (Edelson) Tobacco retailers required to offer for sale at least one type of nicotine replacement therapy product
- HF4635 (Huot; DFL-Rosemount) Criminal penalty for use and possession of cannabis by persons under 21 years of age clarified
- HF4675 (Noor) Commissioner of human services directed to expand reimbursement for overtime, overnight asleep services, and consecutive shifts for personal care assistants and community-first services and supports workers
- HF4697 (Pinto) Membership and requirements **for child mortality review panel modified, review process for child fatalities and near fatalities related to maltreatment modified**
- HF4705 (Bliss; R-Pennington) **County share for direct care and treatment services retroactively eliminated**
- HF4761 (Stephenson) Cannabis; workplace testing provided

THIS WEEK

There are only two weeks remaining before the policy committee deadlines (March 22). Many county bills of interest will be heard.

Hearings of Note as of Sunday:

Monday, March 11, 2024
1:00 PM
House Human Services Policy
Chair: Peter Fischer
Agenda:

- HF4480 (Noor) Increased Transparency in Related Party Transactions for Nursing Homes
- HF4073 (Hanson, J.) Remote worker training and development services permitted for community first services and supports.
- **HF3954 (Frederick) Sober home requirements modified.**
- HF4149 (Frederick) Education requirements for licensure modified, accrediting body definition modified, behavioral health licensing and eligibility modified, and paperwork reduction report date modified.
- HF4190 (Baker; R-Willmar) Client supports expanded, substance use disorder licensing requirements modified, reporting system created, behavioral health reimbursement modified, and reports required.
- HF4308 (Kiel; R-Crookston) Long-term care options counseling governing provisions modified.

3:00 PM
Senate Human Services
Chair John Hoffman
Agenda:

- Opioid Treatment Program Update from the Minnesota Department of Human Services
- SF4478 (Hoffman) Commission of the Deaf, DeafBlind and Hard of Hearing membership modification

- SF792 (Fateh) Continuity of care requirements for seniors receiving personal assistance under medical assistance managed care establishment
- SF4531 (Fateh) Community services and supports requirements for support workers to qualify for and enhanced rate modification
- SF3984 (Abeler; R-Anoka) Behavioral science health licensing and eligibility requirements modifications
- SF4276 (Abeler) Behavioral health provisions modifications

Tuesday, March 12, 2024

8:30 AM

House Children and Families Finance and Policy

Chair Dave Pinto

Agenda:

- Presentation: Transition Report on Establishing the Department of Children, Youth, & Families
- HF3721 (Coulter; DFL-Bloomington) School-age care programs allowed to provide preschool care, and school-age care revenue increased.
- HF3469 (Keeler; DFL-Moorhead) SNAP established as medicine program, and money appropriated.
- HF2666 (Hollins; DFL-St. Paul) Minnesota basic income grant program established, report required, and money appropriated.

8:30 AM

Senate Health and Human Services

Chair Melissa Wiklund

Agenda:

- SF4444 (Port; DFL-Burnsville) Annual adverse health event report publication continuation requirement provision, retaliation against patient care staff prohibition, and enforcement provisions
- SF4101 (Mohamed; DFL-Minneapolis) Nursing educational loan forgiveness program provisions modifications and appropriation
- SF4064 (Boldon) **Requirements establishment for hospital behavioral health crisis intervention teams**
- SF4382 (Kupec; DFL-Moorhead) Notice and public hearings for hospital closures, curtailment of operations, relocation of services, and cessation in offering certain services requirement modifications, penalties provisions, right of first refusal before the sale of a hospital or hospital campus
- SF4699 (Wiklund) Commissioner of health appropriation correction
- SF2437 (Wiklund) Child care assistance obsolete language removal
- SF4474 (Hoffman) Asset verification system authorization clarification; tax credits, rebates and refunds exclusion from income establishment; electronic notice to human services commissioner for probate matters authorization; health care administration statutory corrections implementation
- SF4448 (Boldon) Department of Human Services disability services and substance use disorder services policy bill (Pending re-referral)
- SF4618 (Boldon) Department of Human Services Office of Inspector General executive bill on children's licensing issues
- SF4662 (Mann) Kickbacks prohibition in human services benefits
- SF4665 (Mann) Department of Human Services Office of Inspector general policy bill
- SF4572 (Wiklund) **Department of Human Services child placement and safety executive bill**
- SF4777 (Wiklund) Changing certain MNsure reporting requirements provision
- SF4573 (Wiklund) Various health related provisions modifications
- SF4860 (Wiklund) Vital record provisions modifications

10:30 AM

House Health Finance and Policy

Chair Tina Liebling

Agenda:

- HF2421 (Wolgamott; DFL-St. Cloud) Thrombectomy-capable stroke centers designated.

- HF4738 (Huot) Office of Emergency Medical Services established to replace Emergency Medical Services Regulatory Board, duties specified and transferred, advisory council established, and conforming changes made.
- HF2669 (Huot) Conversion of human remains to basic elements using natural organic reduction permitted, licensure requirements for natural organic reduction facilities established, and licensure fees established.
- HF4755 (Liebling) Health; 340B covered entity reporting requirements modified.
- HF4397 (Liebling) Use of asset verification system authorization clarified; state tax credits, rebates, and refunds excluded from income; electronic notice to commissioner for probate matters permitted; health care administration statutory corrections made; and reports repealed.

10:30 AM
House Public Safety Finance and Policy
Chair Kelly Moller
Agenda:

- **HF4366 (Edelson) Civil commitment priority admission requirements modified, prisoner in a correctional facility specified to not be responsible for co-payments for mental health medications, county co-payment expense reimbursement allowed, and money appropriated.**
- HF3871 (Olson, B; R-Fairmont) Crime of unauthorized presence at Camp Ripley modified to include any campground, military reservation, armory, instillation, or facility owned or controlled by the state or federal government for military purposes; and criminal penalties provided.
- HF4538 (Pinto) Venue for criminal sexual conduct cases made proper in multiple counties.
- HF2828 (Hussein; DFL-St. Paul) Local governmental units authorized to prohibit or restrict possession of dangerous weapons, ammunition, or explosives in local government-owned or leased buildings and land.
- HF3672 (Pinto) State preemption of local units of government regulating firearms repealed.

1:00 PM
House Human Services Policy
Chair Peter Fischer
Agenda:

- HF3642 (Youakim; DFL-Hopkins)) Commissioner of human services directed to develop covered benefit for integrated health services, demonstration project created, report required, and money appropriated.
- HF3639 (Curran) Community residential settings licensing moratorium exception process exemption provided for facilities currently licensed as supervised living facilities.
- HF4203 (Pryor) Informed choice and expedited service authorization for technology systems demonstration partnership for people receiving home and community-based services authorized.
- HF4220 (Lee; DFL-St. Paul) Settings subject to assisted living licensure expanded, and requirements for settings exempt from assisted living licensure modified.

Wednesday, March 13, 2024
1:00 PM
House Commerce
Chair: Rep. Zack Stephenson
Agenda:

- **HF4745 (Long); MinnesotaCare public option** established, eligibility expanded, premium scale established for public option enrollees, state-funded cost-sharing reductions provided, contingent health insurance premium tax credit established, commerce commissioner required to seek section 1332 waiver, and money appropriated.

1:00 PM
House Human Services Policy
Chair Peter Fischer
Agenda:

- HF4014 (Acomb; DFL-Minnetonka) Rule on opioid treatment program medication dispensing for take-home uses modified.

- HF4391 (Hemmingsen-Jaeger; DFL-Woodbury) Department of Human Services disability services and substance use disorder services policy bill.
- HF4362 (Edelson) Application of bloodborne pathogen testing expanded to nonsecure direct care and treatment programming, and priority admissions task force member name corrected.
- HF4289 (Hanson, J.) **Licensed graduate social workers temporarily allowed** to engage in clinical practice without supervision if providing crisis response services and to provide treatment supervisions to individuals on crisis teams.
- HF4106 (Noor) **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.
- HF4393 (Fischer) Department of Human Services Office of Inspector General policy bill; and provisions relating to human services licensing, background studies, provider notifications, substance use disorder medications, and electronic signatures modified.

3:00 PM
Senate Human Services
Chair John Hoffman
Agenda:

- SF4197 (Maye Quade; DFL-Apple Valley) Medical assistance for employed persons with disabilities modification
- SF4726 (Hoffman) **Direct Care and Treatment agency establishment**
- SF4398 (Hoffman) Bloodborne pathogen testing application expansion to nonsecure direct care treatment programming; **priority admissions task force member name modification**
- SF4580 (Hoffman) Increasing nursing facility transparency in related-organizations transactions provisions
- SF4399 (Hoffman) Minimum wage protections for people with disabilities establishment**; person care assistance and community first services and supports remote reassessment requirements modification; technology in informed choice for disability waiver services prioritization;** form usage for community-based waivered services clarification; Deaf and Hard-of Hearing Services Act language modification

Thursday, March 14, 2024
8:30 AM
House Children and Families Finance and Policy
Chair Dave Pinto
Agenda:

- HF3678 (Hicks) Diaper distribution grant program modified
- HF4165 (Pérez-Vega; DFL-St. Paul) **SNAP outreach** program future base funding increased
- HF4312 (Acomb) Notification requirements for alleged maltreatment or abuse of a child modified

8:30 AM
House Judiciary Finance and Civil Law
Chair: Rep. Jamie Becker-Finn
Location: State Office Building Room 5
Agenda:

- **HF4366 (Edelson) Civil commitment priority admission requirements modified, prisoner in a correctional facility specified to not be responsible for co-payments for mental health medications, county co-payment expense reimbursement allowed, and money appropriated.**

11:00 AM
Senate Floor

- HF3987 (Wiklund) Transfers duties from DHS to the **new Department of Direct Care and Treatment**
- HF3646 (Hoffman) Statutory infrastructure for the n**ew Department of Children, Youth, and Families**

GENERAL GOVERNMENT AND OTHER

LAST WEEK

ESST Modifications - HF3882 (Olson, Liz); SF3787 (Pappas): On Tuesday, Senate Labor Committee heard SF3787 and adopted the A-7 amendment, which addresses county and stakeholder concerns brought forward regarding clarification of the rate of pay used for the ESST law. As amended, the bill was re-referred to Senate State and Local Government and Veterans. While that committee has not yet scheduled the bill for a hearing, discussions continue with bill authors and stakeholders related to additional clarifications sought by counties and local employers and employees.

CANNABIS 'FIX IT' BILL INTRODUCED: On Thursday, a package of Cannabis law modifications and related appropriation changes were introduced. SF4782 (Port) and HF4757 (Stephenson). Here is a link to Office of Cannabis Management (OMC)'s summary,

METRO LOCAL HOUSING AID – MOE LEGISLATION: Last week, House Housing Chair Michael Howard introduced HF4555, a bill to establish a local government maintenance of effort (MOE) requirement for all local governments in the metropolitan area that receive Local Housing Aid, funded from a ¼ cent sales tax in the metropolitan area. The bill is scheduled for a hearing this Tuesday afternoon in House Housing Finance and Policy. Also scheduled to be heard is HF4271 (Howard) authorizing housing and redevelopment authorities to create public corporations for the purpose of purchasing, owning, and operating properties converted under the federal Rental Assistance Demonstration program.

THIS WEEK

ESST Adjustments: — Senate Labor Committee is scheduled to meet regularly until the combined first and second deadline. SF3787 (Pappas) is awaiting a hearing in Senate State and Local Government and Veterans, which could be scheduled for later this week. Counties and others continue to work on adjustments to bill language to recognize the necessity to staff critical public services during severe weather and other public emergencies.

Labor Law Changes:

- On Tuesday morning, the House State and Local Government Committee will hear HF4444 (Greenman) expanding on clarifying state laws prohibiting the misclassification of employees by employers, and providing for additional penalties and enforcement of misclassification.
- On Tuesday afternoon, House Labor and Industry Committee will hear HF4286 (Berg).
- The Senate Labor Committee, chaired by Senator Jen McEwen (DFL-Duluth), will meet on Tuesday and Thursday this week with agendas not yet set.
- On Wednesday, the Senate Jobs and Economic Development Committee, which has jurisdiction of state unemployment insurance benefits, will hear SF3588, a bill authored by Senator Saynad Mohamed, to modify unemployment insurance eligibility for both public and private sector employees such that:
- Employees who have stopped work because of a labor dispute would be ineligible for unemployment for no more than one week; and
- The current law ineligibility for unemployment insurance when an employee has stopped work because of a labor dispute would be nullified if the employer hires a replacement worker or reassigns a current employee to perform the non-working employees' duties.
- HF3446 (Berg), the House companion file to SF3588, will be heard in the House Workforce Development Finance and Policy Committee on Wednesday.

Special Election Option for County Office Vacancies: On Tuesday, the Senate State and Local Government and Veterans Committee will hear SF3555 (Carlson), a bill that would authorize County Boards to call for a special election to fill midterm vacancies in the offices of Sheriff or county attorney. Under current law, the county board must appoint a replacement to fill the role until the net regular election.

Other Bills scheduled for hearings this week with potential implications for county governments include:

- On Tuesday, Senate State and Local Government and Veterans will hear S.F. 4039 **(**Westlin) requiring certain municipalities to use a .gov domain for administering absentee elections, and S.F. 4432 (Westlin) modifying local election and certain absentee voting provisions.
- On Wednesday, the Senate Jobs and Economic Development Committee will hear S.F. 3223, a bill authored by Sen. Pratt to establish a Shakopee area workforce development scholarship pilot program.

Pensions: The PERA Board of Trustees will meet at Thursday morning with an agenda that includes a discussion of various pending legislative proposals that would enhance pension benefits for certain classes of county employees.:

- Enhanced retirement benefits for 911 Telecommunicators. This is an ongoing discussion, and at the end of this link, is a letter submitted by MICA and AMC with current concerns.
- On Monday, LCPR will hear HF 4553 (Tabke); SF 4645 (Hauschild) a bill codifying the right to return to employment and continue receiving an annuity.
- Additional bills being followed are:
    - HF2713 (Nelson), SF2371 (Frentz) increasing the post-retirement adjustment (COLA) for members of the PERA General Plan who do not also receive Social Security benefits based on their PERA-covered service (summary)
    - HF4081 (Stephenson), SF4092 (Gustafson) increasing the multiplier used to calculate the annuity amount and increasing employee and employer contribution rates.
    - SF4751 (Seeberger), HF4429 (Nelson) modifying the limitation on disability benefit payments by eliminating an offset for income received from workers' compensation, also being heard Monday morning.

Worker's Comp Advisories Council (WCAC): The joint labor-management advisory council meets Wednesday (agenda).

Elections Law Change Proposals: Consideration of election law changes continues this week as the House Elections Finance and Policy Committee will take up four bills on Wednesday, including HF3276 (Frazier) authorizing ranked-choice voting, On Tuesday, the Senate Elections Committee will hear S.F. 4785 (Port), proposing a Constitutional Amendment to establish an Independent Redistricting Commission.

CORRECTIONS & PUBLIC SAFETY

LAST WEEK

The School Resource Officers Bill: Following passage on the House floor a week and a half ago, HF3489 was received by the Senate and sent to the Senate Judiciary Committee. After spirited debate and an amendment, the committee sent the bill to the Senate floor. It is expected to be taken up early in the week for debate and final passage.

THIS WEEK

On Tuesday, the House Public Safety Finance and Policy Committee will hear:

- HF4366(Edelson) Civil commitment priority admission requirements modified, prisoner in a correctional facility specified to not be responsible for co-payments for mental health medications, county co-payment expense reimbursement allowed, and money appropriated.
- HF4538(Pinto) Venue for criminal sexual conduct cases made proper in multiple counties.
- HF2828(Hussein) Local governmental units authorized to prohibit or restrict possession of dangerous weapons, ammunition, or explosives in local government-owned or leased buildings and land.
- HF3672(Pinto) State preemption of local units of government regulating firearms repealed.

On Thursday, the House Judiciary Finance and Civil Law Committee will hear:

- HF3812 (Acomb) Immunity provided for individuals assisting another to seek medical assistance for drug-related overdose.
- HF4048 (Tabke) Department of Corrections; various provisions modified relating to data sharing, correctional officer use of deadly force, electronic filing of detainer, disclosure to victims of city and zip codes of offender after incarceration, disqualifying medical conditions, health care peer review committee, jail inspection data, medical director designee, Supervised Release Board, probation report date, and comprehensive community supervision and probation services.
- HF4366 (Edelson) Civil commitment priority admission requirements modified, prisoner in a correctional facility specified to not be responsible for co-payments for mental health medications, county co-payment expense reimbursement allowed, and money appropriated. [pending referral]
- HF4210 (Reyer) 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.

ENVIRONMENT

LAST WEEK

Last week, the full House and Senate both passed HF3377 (Hansen, DFL-South St. Paul)/SF3507 (Hawj, DFL-St. Paul), the Legislative-Citizen Commission on Minnesota Resources' policy and funding recommendations for the Environment and Natural Resources Trust Fund.

On Tuesday, March 5 the House Agriculture Finance and Policy committee heard HF4044, authored by Rep. Steven Jacob (R-Altura), which would provide a property tax for farmers whose land is certified under the Minnesota agricultural water quality certification program. This is agriculture stakeholders' preferred solution to prevent future nitrate contamination of groundwater in southeast Minnesota. The committee adopted an amendment from Rep. Pursell (DFL-Northfield) to expand the tax credit to farmers in affected townships in Dakota and Rice counties, and the bill was laid over. Several Republican lawmakers questioned why the bill wasn't going to be heard in the House Taxes committee, but it doesn't sound like that will happen this session.

Later that day, the House Environment and Natural Resources Finance and Policy committee heard HF3416, authored by Rep. Robert Bierman (DFL-Apple Valley), a policy bill from the Minnesota Pollution Control Agency that would require their commissioner to end a landfill's post-closure care period. Rep. Heintzeman (R-Nisswa) asked about concerns from solid waste administrators, and Brian Martinson from the Association of Minnesota Counties testified to that end. The bill was laid over, and MPCA and the bill author indicated they are willing to work with the Solid Waste Administrators Association (SWAA) to address their concerns.

On the Senate side, the Environment, Climate, and Legacy committee heard several relevant bills. SF3940, authored by Sen. Robert Kupec (DFL-Moorhead), establishes an electronic waste recycling program. The bill passed the committee as amended and was re-referred to the Senate Commerce and Consumer Protection committee. Nearly all testimony, in person and written, was favorable and Brian Martinson on behalf of AMC and SWAA, and the MPCA testified in support of the bill.

SF4116, authored by Sen. Jen McEwen (DFL-Duluth), funds climate resiliency projects for local government and was brought forward by the MPCA to build on their existing Resilient Communities Grant Program. SF4168, authored by Sen. Nicole Mitchell, (DFL-Woodbury) requires waste composition studies every two years at an estimated cost of around $100,000 per study that would be levied on waste disposal facilities. Member discussion included questions on the cost burden for facilities to conduct these studies. Brian Martinson from AMC and SWAA testified against the bill, citing the expense, and calling the bill an "unfunded mandate." Both bills were laid over for possible inclusion in an omnibus bill.

On Wednesday, March 6, the House Environment and Natural Resources Finance and Policy committee heard two companion bills from the March 5 Senate environment hearing: HF3417 authored by Rep. Sydney Jordan (DFL-Minneapolis) to require waste composition studies and HF3566 authored by Rep. Athena Hollins (DFL-St. Paul) to establish an electronic waste recycling program. Member discussion and testimony mirrored the Senate hearings. HF3417 was laid over, and HF3566 was re-referred to the House Commerce Finance and Policy committee.

Finally, on the morning of Thursday, March 7, SF4241, authored by Sen. Steve Drazkowski (R-Mazeppa), was heard in the Senate Taxes committee. This is the companion to HF4044, which would provide a property tax for farmers whose land is certified under the Minnesota agricultural water quality certification program. After a brief discussion and a note from Chair Ann Rest (DFL-New Hope) that this bill would decrease property tax revenue, the bill was laid over for inclusion in a potential omnibus bill.

BILL INTRODUCTIONS OF INTEREST

Bill	Author	Title
HF 4488	Jacob	Soil health grants funding provided to protect Karst region groundwater from degradation, and money appropriated. Companion bills: SF 4776
HF 4491	Jacob	Soil health grants funding provided to enable farmers in Karst region to reduce nitrogen fertilizer use, and money appropriated. Companion bills: SF 4774
HF 4492	Jacob	Eligible uses of agricultural growth, research, and innovation program appropriation expanded to include precision agriculture projects in Karst region. Companion bills: SF 4775
HF 4550	Kozlowski	Task force established to advise commissioner of Pollution Control Agency on ways to increase recovery of critical materials from end-of-life products, and report required. Companion bills: SF 4523
HF 4567	Brand	Involuntary conveyors of PFAS protected from liability under Minnesota Environmental Response and Liability Act. Companion bills: SF 4577
HF 4625	Hansen, R.	Report on state agency nitrogen fertilizer purchases required and reduction goal established.
HF 4630	Smith	Manure management plan requirements for feedlots modified, minimum setbacks and inspection frequencies established, penalties for manure management plan violations specified, rulemaking authorized, and money appropriated. Companion bills: SF 4581
HF 4698	Pursell	Rulemaking to require environmental impact statement for large animal projects required. Companion bills: SF 4234
HF 4708	Wolgamott	Local road wetland replacement program funding provided, bonds issued, and money appropriated. Companion bills: SF 4666
HF 4721	Jordan	Stewardship program for batteries established, rulemaking authorized, and money appropriated. Companion bills: SF 4711
HF 4759	Acomb	Geothermal energy system grant award program established for political subdivisions to assess feasibility of installation. Companion bills: SF 4849
SF 4469	Farnsworth	Drainage system records reestablishment county financial responsibility requirement.

Bill	Author	Title
SF 4492	Hawj	Certain manure management plans required in feedlot permit provisions modifications. Companion bills: HF 4320
SF 4493	Hawj	Pollution Control Agency Capital Assistance Program rulemaking requirement provision.
SF 4494	Hawj	Pollution Control Agency waste disposal facilities post-closure care period termination rulemaking requirement provision. Companion bills: HF 3416
SF 4523	Hauschild	Ways to increase the recovery of critical materials from end-of-life products advising task force to commissioner of the Pollution Control Agency established. Companion bills: HF 4550
SF 4577	Hoffman	Involuntary conveyors of PFAS protection from liability under the Minnesota Environmental Response and Liability Act provision. Companion bills: HF 4567
SF 4581	Kunesh	Manure management provisions modifications and appropriation. Companion bills: HF 4630
SF 4629	Kreun	Local road wetland replacement program bond issue and appropriation. Companion bills: HF 3915
SF 4661	Mohamed	Pollution control surcharge on certain businesses enforcement. Companion bills: HF 3583
SF 4666	Hawj	Local road wetland replacement program bond issue and appropriation. Companion bills: HF 4708
SF 4711	Morrison	Stewardship program for batteries establishment, rulemaking authorization, and appropriation. Companion bills: HF 4721
SF 4740	Klein	Dakota County energy efficient projects appropriation.
SF 4774	Drazkowski	Karst region nitrogen fertilizer use reduction soil health grants appropriations. Companion bills: HF 4491
SF 4775	Drazkowski	Agricultural growth, research, and innovation program appropriation eligible uses expansion to include precision agriculture projects in the Karst region. Companion bills: HF 4492
SF 4776	Drazkowski	Karst region soil health grants to protect groundwater from degradation appropriation. Companion bills: HF 4488

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's notes on the testimony and member discussion during the hearing are included.

THIS WEEK

On Monday, March 11, the Senate Jobs and Economic Development committee will hear SF3756 (Hauschild, DFL-Hermantown) to increase the maximum grant amount for water infrastructure funding.

There are several hearings of interest on Tuesday, March 12:

- The House State and Local Government Finance and Policy committee will hear HF3577 (Jordan, DFL-Minneapolis), the Packaging Waste and Cost Reduction Act.
- The Senate Environment, Climate and Legacy committee will hear:

    - SF3427 (Morrison, DFL-Deephaven): Product stewardship program establishment to promote recycling of boat wrap.
    - SF4234 (Putnam, DFL-St. Cloud): Environmental impact statement for large animal projects requirement provision.
    - SF4433 (Hawj, DFL-St. Paul): Environment enforcement authority modifications and appropriations.
    - SF4493 (Hawj, DFL-St. Paul): Pollution Control Agency Capital Assistance Program rulemaking requirement provision.
    - SF4494 (Hawj, DFL-St. Paul): Pollution Control Agency waste disposal facilities post closure care period termination rulemaking requirement provision.
    - SF4492 (Hawj, DFL-St. Paul): Certain manure management plans required in feedlot permit provisions modifications.
- The House Environment and Natural Resources Finance and Policy committee will hear HF4135 (Hansen, DFL-South St. Cloud) to establish a new fee on fertilizer and test for PFAS in biosolid fertilizers.

Wednesday, March 13 is another full day of hearings:

- The House Economic Development Finance and Policy committee will hear HF3768 (Lislegard, DFL-Aurora) to increase the maximum grant amount for water infrastructure funding.
- The House Environment and Natural Resources Finance and Policy committee will hear:
    - HF4028 (Jordan, DFL-Minneapolis): Metropolitan Council; environmental and public health considerations required in comprehensive development guide.
    - HF4320 (Hansen, DFL-South St. Paul): Feedlot permit provisions modified to require manure management plans.
    - HF4410 (Hansen, DFL-South St. Paul): Enforcement authority modified, and money appropriated.
- The House Commerce Finance and Policy committee will hear:
    - HF3320 (Kraft, DFL-St. Louis Park): Boat wrap product stewardship program established to promote recycling.
    - HF3566 (Hollins, DFL-Minneapolis): Program established to collect and recycle electronic waste established, account created, report required, rulemaking required, and money appropriated.

And on Thursday, March 14, the House Agriculture Finance and Policy committee will hear HF4625 (Hansen, DFL-South St. Paul) to require a report on state agency nitrogen fertilizer purchases and establish a reduction goal.

COMBINED HEARING SCHEDULES

Next 7 Days Combined Hearing Schedule

CONTACT US

Executive Director
Matt Massman
Matt.Massman@mica.org
763-458-1681 (cell)
651-222-8737 (office)

Transportation Legislative Liaison
Steve Novak
stevengnovak@gmail.com
763-458-8232 (cell)

Health & Human Services Legislative Liaison
Nancy Silesky
nancy@cortholten.com
651-747-7242 (cell)
651-291-1900 (office)

Environment Legislative Liaison
Pierre Willette
pierre@goffpublic.com
612-578-7684 (cell)