



Board of Commissioners
REGULAR MEETING – Tuesday, August 21, 2024
County Board Room, Room 172

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

County Administrator
Chase Burnham

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

Road & Bridge Committee of the Whole:

Discussion

- | | |
|--|-------|
| 1.) County Engineer's Report | TAB 1 |
| 2.) 2025– 2029 Transportation Improvement Plan | TAB 2 |
| 3.) Long-Range Transportation Plan Adoption | TAB 3 |

Board of Commissioners' Business Meeting

Consent Agenda:

- | | |
|---|-------|
| 1.) R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) R&B Committee Recommendation – 2025– 2029 Transportation Improvement Plan | TAB 2 |
| 3.) R&B Committee Recommendation – Long-Range Transportation Plan Adoption | TAB 3 |
| 4.) Minutes from the August 7, 2024 – County Board of Commissioners Meeting | TAB 4 |
| 5.) Payment of County's Warrants and Miscellaneous Bills | TAB 5 |

Presentation – MN DNR Land Acquisition – Janet Johnson Wildlife Management Area

- | | |
|---------------------------------------|-------|
| 6.) Tim Marion, Area Wildlife Manager | TAB 6 |
|---------------------------------------|-------|

Presentation – MN Department of Corrections Comprehensive Plan Presentation

- | | |
|---------------------------------------|-------|
| 7.) Tessa Nelson, District Supervisor | TAB 7 |
|---------------------------------------|-------|

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | |
|---|--------|
| 8.) Director's Report | TAB 8 |
| 9.) Mallory Mack "Mack Estates" Preliminary Plat | TAB 9 |
| 10.) Haven Homes "Peaceful Sunrise" Preliminary Plat | TAB 10 |
| 11.) State Legacy Emerging Opportunities Funding Grant Application – S.I.R.T. Segment D | TAB 11 |
| 12.) Chisago Lakes Lake Improvement (LID) District Invasive Phragmites Treatment | TAB 12 |
| 13.) LID District, North Center / North Lindstrom Channel Project – Appraisals | TAB 13 |
| 14.) Lake Management Planning Scope with Emmons & Olivier Resources, Inc. (EOR) | TAB 14 |

Other Business of the County Board

- | | |
|---|--------|
| 15.) August 14 th Budget and Finance Committee Report | TAB 15 |
| 16.) Payment of Sigma Invoice – CCSO | TAB 16 |
| 17.) Out-of-State Travel Request – Pro Phoenix Conference, Wisconsin Dells, WI – CCSO | TAB 17 |
| 18.) Renewal of Honeywell maintenance contract for DES ARMER HVAC | TAB 18 |
| 19.) Guidelines for AI Use by Chisago County Employees | TAB 19 |

Citizen's Forum

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

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- Wednesday, August 28th – Special Meeting – Budget and Finance Meeting at 3:00 p.m. in the Chisago County Boardroom
 - Probation
 - County Attorney
 - Auditor-Treasurer
 - Enterprise Services
 - Environmental Services
 - Partner Orgs. (ERCLB, Ag. Society, Extension, Historical Society, HRA-EDA, SWCD)
- Wednesday, September 11th – 13th – Association of MN Counties Fall Policy Conference – Arrowwood Conference Center – Alexandria MN
- Wednesday, September 11th – Employee Recognition Picnic at 11:30 a.m. at the Chisago County Government Center
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN
- Wednesday, December 4th – Truth in Taxation Hearing at 7:00 p.m. at the Chisago County Government Center

JOE TRIPLETT, P.E., DIRECTOR/ENGINEER

OFFICES OF:

ADMINISTRATION
ENGINEERING
COUNTY SURVEYOR
FLEET MAINTENANCE
ROAD MAINTENANCE
TRAFFIC OPERATIONS

MAILING ADDRESS:
313 NORTH MAIN STREET
CENTER CITY, MN 55012

PHYSICAL ADDRESS:
31325 OASIS ROAD
CENTER CITY, MN 55012

PHONE: (651) 213-8700

MEMORANDUM

Date:	August 13 th , 2024	RE: Public Works Director's Report
To:	Chisago County Board of Commissioners	
From:	Joe Triplett, P.E.	

Project Updates:

CSAH 10 Reconstruction Project (CSAH 8 to Isanti Co Line): The first 2.5 miles have been paved and grading work on the remaining project continues.

CSAH 10 Reconstruction Project – Phase 2 (CSAH 8 to I-35): Working on final design, drainage/permitting and right of way acquisition.

CSAH 30 Reconstruction Project: Working on 100% plans. Looking at bidding this project out in late October.

CSAH 19 Roundabout & Reconstruction Project: Holding an open house at the Chisago Lakes Library on August 20th to solicit public comment on the proposed project.

CSAH 16 Bridge Project: Construction is complete.

2024 Pavement Maintenance Project: Paving is expected to be complete by Aug 23rd. Pavement markings expected to be completed by end of August.

2024 Seal Coat Project: Construction is complete.

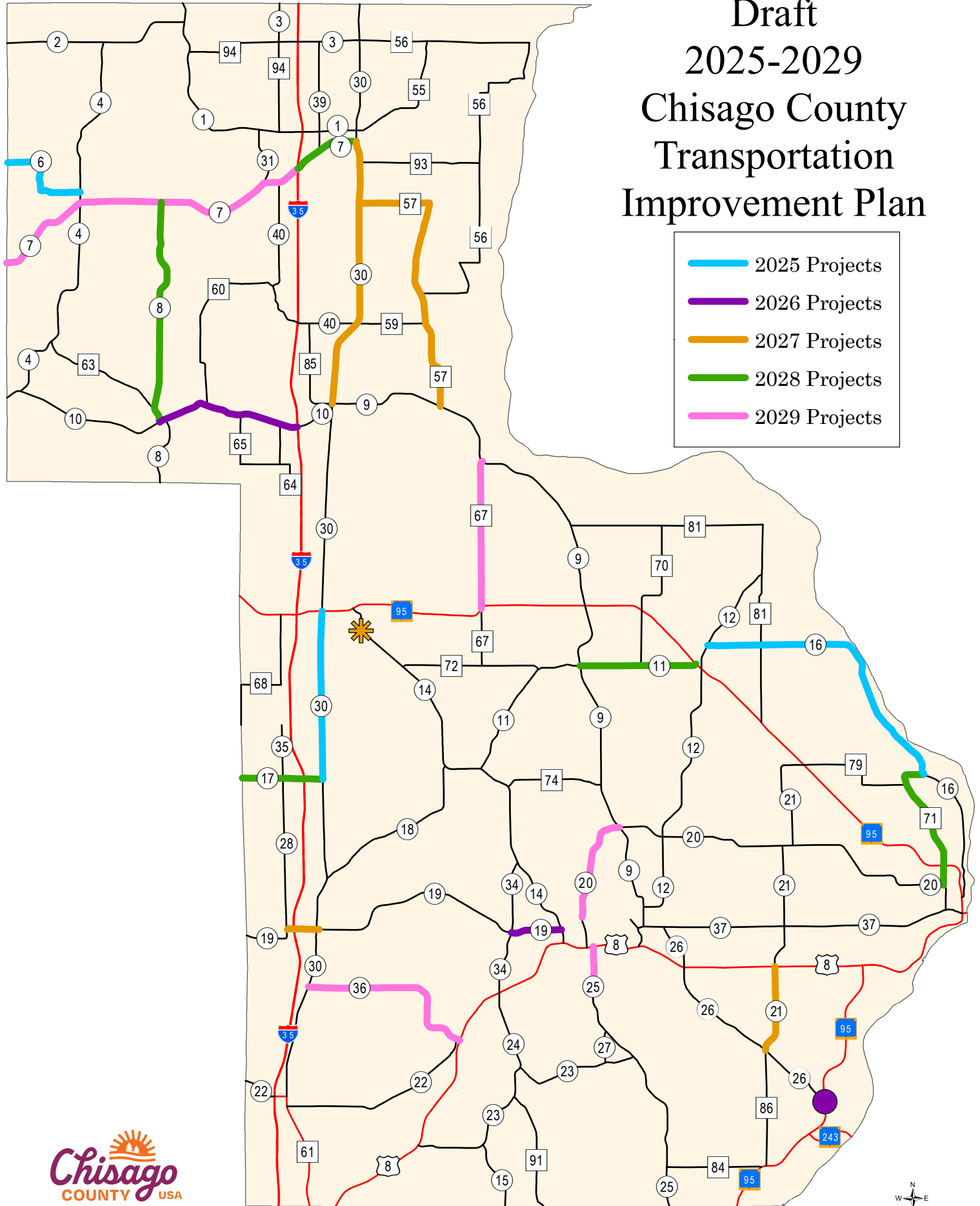
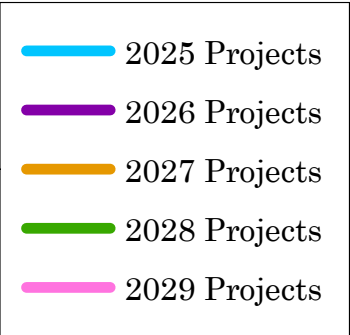
2025 – 2029 Transportation Improvement Plan: We have prepared our 5-yr Transportation Improvement Plan (T.I.P.) for Board consideration. The T.I.P. represents our 5-year project delivery plan. This T.I.P. contains approximately 76 miles of highway improvements at an estimated construction cost of \$91M (please note this amount includes \$30M in unidentified funding for the I-35/CSAH 19 interchange project).

Long-Range Transportation Plan Update: Work has been completed on the long-range transportation plan. We update this plan about every 10 years and are looking for Board adoption.

Chisago County Request for Board Action

Meeting Date: Augst 21, 2024	Item Number: 2
Title of Item for Consideration: 2025– 2029 Transportation Improvement Plan	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works has completed the annual update to the 5 Year TIP (2025 – 2029). The 5-year T.I.P. our main planning tool for design and construction of our transportation system. Attachment(s): - Map 2025 – 2029 T.I.P.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2025 – 2029 Transportation Improvement Plans. The following motion is suggested: <i>“Move to approve the 2025 – 2029 TIP at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the Department to move forward with planning, design and construction. Budget/Financial Implications: Projects will be funded from local, state and federal sources. Total expenditures would be \$12,500,000 for 2025. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Draft 2025-2029 Chisago County Transportation Improvement Plan



This is a compilation of the records as they appear in the Public Works office. This map is for reference purposes only.
Chisago County Board of Commissioners
August 21st 2024



Updated: July 29, 2024

	Highway No.	Termini	Length (mi)	Project	Estimated Cost & Funding Source				Comments
					Federal	State	State Aid	Local (Levy & Sales Tax)	
2025	30	CSAH 17 to TH 95	4.2	Reconstruction			\$6,300,000	\$300,000	AC \$3.2M from 2026
	10	CSAH 8 North to County Line	4.2	Reconstruction				\$1,200,000	Finish Up Project
	16	CSAH 12 to CR 71	7.4	Reconditioning				\$3,500,000	
	6	Isanti Co. Line to CSAH 4	2.5	Pave				\$1,200,000	
			18.3	TOTAL	\$0	\$0	\$6,300,000	\$6,200,000	\$3.8M in LOST; \$2.4M in Levy
				PERCENTAGE OF TOTAL	0%	0%	50%	50%	
2026									
2027									
2028									
2029									

	Highway No.	Termini	Length (mi)	Project	Estimated Cost & Funding Source					Comments
					Federal	State	State Aid	Local (Levy & Sales Tax)	Total	
2028	7	I-35 to CSAH 30	1.9	Reconstruction			\$5,000,000		\$5,000,000	
	11	CSAH 9 to TH 95	2.9	Reconditioning				\$2,100,000	\$2,100,000	
	71	CSAH 16 to CSAH 20	3.6	Mill & Overlay				\$750,000	\$750,000	
	17	Isanti Co. Line to CSAH 30	2	Mill & Overlay				\$750,000	\$750,000	
	8	CSAH 10 to CSAH 7	5.7	Reconditioning				\$2,800,000	\$2,800,000	
				TOTAL	\$0	\$0	\$5,000,000	\$6,400,000	\$11,400,000	\$4.0M in LOST; \$2.4M in Levy
				PERCENTAGE OF TOTAL	0%	0%	44%	56%		
2029					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
	25	TH 8 to 295th St	1	Reconstruction			\$3,200,000	\$500,000	\$3,700,000	
	36	CSAH 22 to CSAH 30	4.5	Reconditioning			\$1,900,000	\$1,400,000	\$3,300,000	
	67	TH 95 to CSAH 9	3.7	Mill & Overlay				\$750,000	\$750,000	
	20	314th St. to CSAH 9	2.7	Mill & Overlay				\$950,000	\$950,000	
	7	Isanti Co. Line to I-35	8.1	Mill & Overlay				\$2,900,000	\$2,900,000	
				TOTAL	\$0	\$0	\$5,100,000	\$6,500,000	\$11,600,000	\$4.0M in LOST; \$2.4M in Levy
				PERCENTAGE OF TOTAL	0%	0%	44%	56%		
2025 - 2029 Program Totals										
					Federal	State	State Aid	Local (Levy & Sales Tax)	Total	
		TOTAL MILEAGE	76.20	TOTAL	\$ 4,600,000	\$ 32,800,000	\$ 22,600,000	\$ 31,900,000	\$ 91,900,000	
				PERCENTAGE OF TOTAL	5.0%	35.7%	24.6%	34.7%	100.0%	

Chisago County Request for Board Action

Meeting Date: August 21, 2024	Item Number: 3
Title of Item for Consideration: Long-Range Transportation Plan Adoption	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: About every 10 years, the County looks to update the long-range transportation plan. Work has been completed on this effort and the Chisago County Public Works Department are looking for the Board to formally adopt the plan. Attachment(s): Executive Summary	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt the Long-Range Transportation Plan. The following motion is suggested: <i>“Move to adopt long-range transportation plan at tonight’s meeting.”</i>	
Implications of Action: Adoption of the plan will provide direction for County transportation efforts. Budget/Financial Implications: None at this time. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Executive Summary

The Chisago County Public Works Department is committed to providing a safe and efficient transportation network for its residents, businesses, and visitors. The purpose of this transportation plan is to assess anticipated changes in growth, provide a framework for when changing conditions arise, and serve as a guide for major policy decisions and investments. Chisago County collaborates with MnDOT, cities, townships, the East Central Regional Development Commission, and adjacent counties to build and maintain a transportation system that meets the needs of these agencies, businesses, and the public.

From the summer of 2022 to the fall of 2023, the Chisago County Highway Department was engaged in the plan update process. A countywide transportation plan was last prepared in 2013. The scope of the transportation issues discussed in this 2023 plan update encompasses all modes that travel along and across Chisago County roadways, including cars, freight, and transit as well as people walking and biking. This plan is intended to be forward-looking and attempts to identify transportation needs and issues that may be experienced over the next 20 years.

Development of this plan involved review of the 2013 Chisago County Transportation Plan recommendations, identification of recent changes to the existing transportation system, and stakeholder engagement to discover and address emerging issues. The project team first gathered data on land use and growth areas in the county as well as demographic and employment trends. Next, transportation system characteristics and issues were identified through review of a wide range of data sources, including infrastructure condition, historic crash locations, traffic volumes, and more. This information was reviewed and vetted by representatives from the cities and townships within the county. These individuals also supplemented the existing data with valuable insights on local transportation issues.

Based on the existing conditions analysis, the project team developed traffic volume projections to identify areas where additional roadway capacity and/or traffic control changes may be warranted in the future. The project team used this information to identify potential future projects and projected cost estimates. The process also included a review of county transportation policies to identify changes and additional policies that could be developed and implemented at a later date.

Key findings from the planning process include the following:

- Despite recent population growth and housing developments, Chisago County has remained predominantly rural and undeveloped, with the majority of the county's land still being utilized for agricultural and rural residential use.
- Most of the roadways within the county are not congested today. Roadways with the most congestion are generally on the MnDOT system, with some limited areas of county roadways congested or nearing congestion. Based on anticipated changes in traffic volumes, this is expected to continue to be the case in the coming years.
- The county will continue to apply a systemwide approach of addressing the priority issues that have been identified through the county road safety plan, such as lane departures and rural intersections. As projects are programmed through the county's transportation improvement plan (TIP), the county will consider incorporating elements like shoulder widening, rumble strips, chevron signs, turn lanes, LED stop signs, and other safety improvements. More significant changes, such as installation of roundabouts to address rural intersection crashes, will also be explored. Other policies and enforcement will also remain part of this systemwide approach.
- The county has done a good job of maintaining transportation assets in a state of good repair and proactively addressing pavement and bridge condition issues.

- Chisago County has a critical mass of industries aligned to manufacturing, warehouse, and supply chain/distribution. Anticipated growth in these industries will drive the need to maintain freight mobility in the county.
- There are numerous potential functional classification changes, jurisdictional transfers, and designation changes that the county may explore to improve system continuity and better align the function of roadways in the county with the jurisdictions best suited to maintain them.
- A list of potential projects has been identified for construction in the future to address the identified issues, including pavement preservation and reconstruction, capacity expansion, and intersection improvements.
- There are several new or expanded transportation policies that county staff may wish to consider implementing to improve the ability of the highway department to address transportation needs in the future.
- While several reliable sources of funding are available to the highway department for future projects, there will continue to be a need for the county to seek grant funds and partner with cities, townships, and MnDOT to maintain the transportation system within Chisago County.
- The county should refine the findings and conclusions of this plan using ongoing data collection as post-pandemic traffic patterns continue to evolve.

The first step towards implementation of the plan is for Chisago County to adopt it. By adopting the plan, the county will establish goals, priorities, and guidelines on which to base future transportation decisions. All jurisdictions in the county should review the plan to ensure that they support the County's efforts to implement the plan. Residents and business owners in the community should understand the opportunities or limitations that the plan provides and the impacts it may have. Providing all affected groups with information on the county's transportation goals will help them understand how these goals are linked to land use elements described in the county's comprehensive land use plan.

The county should periodically review and update the Transportation Plan and traffic forecasts, based on estimates of future development, population trends, changing financial resources, and resident and local government input. Depending on the speed and degree of change in the county, it is recommended that the plan be reviewed at least every five to ten years.

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, August 07, 2024**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, August 07, 2024 at the Chisago County Government Center with the following Commissioners present: Swenson, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

On motion by _____, seconded by _____, the board moved to open the Health and Human Services Committee of the Whole at _____ 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 Director's Report and department updates. *No action was taken.*

On motion by _____, seconded by _____, the Board moved to add items 1-5 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

On motion by _____, seconded by _____, 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 – Director's Report
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS

- 3.) HHS Committee Recommendation – Opioid Settlement Q2 Staff Expenses
- 4.) HHS Committee Recommendation – Mileage Reimbursement past 60 days
- 5.) HHS Committee Recommendation – SHIP 239 Grant Agreement – Chisago County Parks
- 6.) Minutes from the July 17, 2024, Regular Meeting
- 7.) Payment of County’s Warrants and Miscellaneous Bills **Total:** \$1,277,314.06
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.
- 8.) Recognition of County Staff August Anniversaries
- 9.) Acceptance of Donations – Children’s Water Festival
- 10.) Application for Abatement (reduction) of Property Taxes

Presentation: Lakes Center for Youth and Families (LC4YF); Jaime Prettnner, Executive Director

On motion by _____, seconded by _____, the Board moved to accept the Lakes Center for Youth and Families Presentation. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the Professional/Technical Services Contract Between Chisago County and KOMA, Inc., for HHW Facility Renovation Plans, Bid Documents and Construction Services. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to authorize Chisago County staff to proceed with the use of County Recorders Dedicated Compliance/Technology Fund Balance in support of year one Bluebeam Application costs and iPad hardware with data/cellular support of the Tyler Enterprise Services Permitting and Licensing Software implementation as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve replacing the carpet in the 89’ side of the Government Center in the Assessor and Probation Offices using remaining ARPA funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve purchase 10 ballistic vests for the probation agents and a 5-year contract with Carey Group for the 'Tools on Demand' using remaining ARPA funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the ECSI bill for cabling and door release buttons (\$4,259.00) and the new door (\$1,853) for an HR Office to complete the County Administration/Human Resources Security project using remaining unallocated ARPA funding. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the out of state travel request for Heidi Weidner to attend the Pro Phoenix User Conference in the Wisconsin Dells September 23rd through September 26th, 2024. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the agreement with OpenGov for budget software and professional services and the additional \$7,940 of ARPA unallocated funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve final, and only payment to SpyGlass, for the phone technology audit from the remaining unallocated ARPA funding. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the Agreement between Chisago County and TurnKey Corrections. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the agreement to provide School Resource Officer Services for Rush City School District for the 2024-2025 school year. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve renewing the HR UKG hosted software solution with the increased costs due to the increase in number of employees, 385 – 400, due to seasonal staffing. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the DRAFT Lactation Support Policy and Employee Wellness Policy. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the MnDOT Amendment Number 2 for MnDOT Contract 1047702. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by _____, seconded by _____, the Board moved to approve the purchase of 7 squads immediately; \$66,886.27 should come from County fund balance and \$406,817.63 should come from the 2025 CIP plan. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

CITIZENS FORUM

TIME – _____ p.m.

END TIME – _____ p.m.

of SPEAKERS – _____

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 _____, seconded by _____, the Board adjourned the meeting at _____ 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
August 21, 2024

5

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$882,969.36

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	383,545.82	General Revenue Fund	
	3	276,033.14	Road And Bridge Fund	
	12	177,592.93	Capital Equipment Fund	
	14	13,829.96	Solid Waste Fund	
	76	7,508.99	Employee Recognition Agency Fu	
	85	24,458.52	Flexible Benefits/Insurance Agent	
	All Funds	882,969.36	Total	Approved by,

Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
8/23/2024	\$119,924.73	8/21/2024	Commissioners Warrants
8/9/2024	\$174,316.33		Auditor Warrants
	\$294,241.06	Total	

Lake Area Bank; Derek Anklan; Sheriff; supplies; \$9.85
Lake Area Bank; Matthew Beckman; Sheriff; supplies, conference; \$4,687.20
Lake Area Bank; Chase Burnham; Administration; supplies; \$168.00
Lake Area Bank; Karen Gates; Human Resources; supplies, supplies; \$100.00
Lake Area Bank; Mark Hendrickson; supplies; \$1,030.75
Lake Area Bank; Andrew Mahowald; Sheriff; training; \$91.94
Lake Area Bank; Daryl Moeller; Assessor; training; \$821.25
Lake Area Bank; Joshua Olds; Sheriff; registration; \$514.91
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; \$1,153.54
Lake Area Bank; Janet Reiter; County Attorney; supplies, registration; \$325.00
Lake Area Bank; Kurt Schneider; Environmental Services; supplies; \$609.35
Lake Area Bank; Scott Sellman; Sheriff; supplies; \$33.42

Lake Area Bank; Joseph Tart; Parks; supplies; \$137.87

Lake Area Bank; Joe Triplett; Public Works; supplies; \$1,016.00

Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; \$2.98

Lake Area Bank; Todd McMurray; HHS; supplies; \$724.74

Lake Area Bank; Tracy Krona; HHS; supplies; \$568.00

- All invoices available with the Clerk of the Board

LSaumer
8/14/2024 7:59:43AM

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Print List in Order By: 1 1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N



L'Saumer
8/14/2024 7:59:43AM
Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Warrant Description		Invoice #		Account/Formula Description	
No.	Name	Amount	Service Dates	Paid On	Blf #	On Behalf of	Name
10292	AMAZON CAPITAL SERVICES						
6	05-451-470-0000-6800	376.50	SUPPLIES	08/04/2024	11FD-KW1X-MVVJ	Other Expense	N
2	05-451-470-0000-6800	116.92	SUPPLIES	08/07/2024	1CY4-TKFQ-3DV6	Other Expense	N
1	05-451-470-0000-6800	25.27	SUPPLIES	08/11/2024	1FN7-D3FC-NJG7	Other Expense	N
3	05-451-470-0000-6435	64.91	SUPPLIES	08/03/2024	1GRF-634W-FNQP	Public Health Supplies	N
4	05-451-470-0000-6844	64.92	SUPPLIES	08/03/2024	1GRF-634W-FNQP	MECSH Grant Exp	N
5	05-430-700-0000-6401	25.84	SUPPLIES	07/31/2024	1MW3-FCMV-1R3T	General Supplies	N
7	05-420-600-0000-6401	15.98	SUPPLIES	08/04/2024	1WX9-9KRJ-KGXV	General Supplies	N
7	05-430-700-0000-6401	23.97	SUPPLIES	08/04/2024	1WX9-9KRJ-KGXV	General Supplies	N
10292	AMAZON CAPITAL SERVICES	714.31	8 Transactions				
5202	ANDERSON/ALISON						
8	05-430-700-0137-6335	127.85	TRAVEL EXPENSE-MILEAGE	07/31/2024		Adult Services Travel	N
5202	ANDERSON/ALISON	127.85	1 Transactions				
2615	ASL INTERPRETER SERVICES INC						
10	05-420-650-0000-6004	138.00		24, 10294		Ma Access Services	N
2615	ASL INTERPRETER SERVICES INC	138.00	1 Transactions				
3612	BENSON/ROBERT						
9	05-420-600-0133-6335	40.93	TRAVEL EXPENSE-MILEAGE	08/08/2024		Director Travel	N
9	05-430-700-0133-6335	66.02	TRAVEL EXPENSE-MILEAGE	08/08/2024		Director Travel	N
9	05-451-430-0000-6335	25.09	TRAVEL EXPENSE-MILEAGE	08/08/2024		Worker Travel	N
3612	BENSON/ROBERT	132.04	3 Transactions				
20053	BREEZY POINT RESORT						
11	05-420-600-0121-6240	810.00	TRAVEL EXPENSE-LODGING			Financial Training	N



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Chisago County Board of Commissioners
August 21st 2024

Vendor			Name		Rpt		Warrant Description		Invoice #		Account/Formula Description	
No.	Account/Formula		Accr	Amount		Service Dates		Paid On Bhf #		On Behalf of Name		
20053	BREEZY POINT RESORT			810.00	09/08/2024	09/10/2024	1 Transactions					
30282	CDW GOVERNMENT LLC			281.75	POLY BLACKWIRE 3310 USB-A	07/30/2024	1 Transactions	SO27048		Equipment	N	
30282	CDW GOVERNMENT LLC			281.75								
203002	CHISAGO COUNTY ATTORNEY'S OFFICE			425.00	REVIEW SHIP AGREEMENTS	01/01/2024	1 Transactions	19		Ship Grant Expense	N	
203002	CHISAGO COUNTY ATTORNEY'S OFFICE			425.00								
203001	CHISAGO COUNTY AUDITOR-TREAS OFFIC			2.49	JULY VETERANS POSTAGE	07/01/2024		JULY 2024		Postage	N	
15	05-420-600-0000-6202			1,010.04	JULY IM POSTAGE	07/01/2024		JULY 2024		Postage	N	
17	05-420-600-0000-6202			190.00	JULY NORTH BRANCH POSTAGE	07/01/2024		JULY 2024		Postage	N	
16	05-420-640-0000-6202			11.20	JULY IV-D POSTAGE DUE	07/01/2024		JULY 2024		Iv-D Postage	N	
13	05-420-640-0000-6202			489.11	JULY IV-D POSTAGE	07/01/2024		JULY 2024		Iv-D Postage	N	
18	05-430-700-0000-6202			380.00	JULY NORTH BRANCH POSTAGE	07/01/2024		JULY 2024		Postage	N	
14	05-430-700-0000-6202			826.72	JULY HS POSTAGE	07/01/2024		JULY 2024		Postage	N	
19	05-451-430-0000-6202			430.00	JULY NORTH BRANCH POSTAGE	07/01/2024		JULY 2024		Postage	N	
203001	CHISAGO COUNTY AUDITOR-TREAS OFFIC			3,339.56			8 Transactions					
203003	CHISAGO COUNTY RECORDER'S OFFICE			26.00	BIRTH CERTIFICATES	07/03/2024		2024-156		Birth Certificates	N	
22	05-420-600-0000-6242			52.00	DEATH CERTIFICATES	07/03/2024		2024-166		General Administration	N	
25	05-420-600-0000-6241			104.00	BIRTH CERTIFICATES	07/22/2024		2024-166		Birth Certificates	N	
23	05-420-600-0000-6242			46.00	RECORDER FEES	07/18/2024		2024-166		Recorder Fees	N	
24	05-420-600-0000-6243											

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Chisago County Board of Commissioners
August 21st 2024

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
203003	CHISAGO COUNTY RECORDER'S OFFICE				228.00	07/18/2024	07/18/2024		On Behalf of Name	
							4 Transactions			
203004	CHISAGO COUNTY SHERIFF'S OFFICE				5,416.66	WELFARE FRAUD INVESTIGATIONS	JULY 2024		Cont Serv - Sheriff - Fraud	N
	05-420-600-0000-6273					07/01/2024	07/31/2024			
203004	CHISAGO COUNTY SHERIFF'S OFFICE				5,416.66		1 Transactions			
1263	CHRISTENSON/BRANDIE				43.33	TRAVEL EXPENSE-MILEAGE	05/01/2024	05/31/2024	Worker Travel	N
	05-451-470-0000-6335									
30	05-451-470-0000-6335				68.64	TRAVEL EXPENSE-MILEAGE	07/01/2024	07/25/2024	Worker Travel	N
31	05-451-470-0000-6844				52.78	TRAVEL EXPENSE-MILEAGE	07/01/2024	07/25/2024	MECSH Grant Exp	N
29	05-451-470-0000-6844				222.52	TRAVEL EXPENSE-MILEAGE	05/01/2024	05/31/2024	MECSH Grant Exp	N
					387.27		4 Transactions			
1263	CHRISTENSON/BRANDIE									
30177	CINTAS CORPORATION				6.88	WEEKLY RUG SERVICE	08/05/2024	08/05/2024	General Administration	N
	05-420-600-0000-6241									
27	05-430-700-0000-6241				13.76	WEEKLY RUG SERVICE	08/05/2024	08/05/2024	General Administration	N
27	05-451-430-0000-6800				15.57	WEEKLY RUG SERVICE	08/05/2024	08/05/2024	Other Expense	N
					36.21		3 Transactions			
30177	CINTAS CORPORATION									
10501	DELL MARKETING LP				60.00	DELL 24 MONITOR	08/05/2024	08/05/2024	General Supplies	Y
	05-420-600-0000-6401									
33	05-430-700-0000-6401				89.99	DELL 24 MONITOR	08/05/2024	08/05/2024	General Supplies	Y
32	05-430-700-0000-6826				213.74	DELL THUNDERBOLT DOCK	08/07/2024	08/07/2024	Contingency	Y
					363.73		3 Transactions			
10501	DELL MARKETING LP									
5160	DHS MAPS				26,810.33-	MA RECOVERIES & NON FED SHARE	06/01/2024	06/30/2024	Recovery Incentive	N
	05-420-650-0000-5368									



Chisago County Board of Commissioners
August 21st 2024

Chicago County Board of Commissioners August 21st 2024												
Vendor		Name		Rpt		Warrant Description		Invoice #		Account/Formula Description		1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On	Bh#	On Behalf of Name					
39	05-420-650-0000-5830		115,605.10	MA RECOVERIES & NON FED SHARE 06/01/2024	06/30/2024	A300MM2C13I	Ma Recoveries					N
39	05-430-750-3660-6051		391.77	MA RECOVERIES & NON FED SHARE 06/01/2024	06/30/2024	A300MM2C13I	Pos/DT&H					N
39	05-430-750-3660-6094		6,759.79	MA RECOVERIES & NON FED SHARE 06/01/2024	06/30/2024	A300MM2C13I	Dd Waiver/ICF - DT&H					N
39	05-430-760-3930-6051		346.38	MA RECOVERIES & NON FED SHARE 06/01/2024	06/30/2024	A300MM2C13I	General Case Mgmt					N
5160	DHS MAPS		96,292.71	5 Transactions								
1464	DHS MAXIS CASHIER											
39	05-420-610-0000-6001		18.75	AFDC 06/01/2024	06/30/2024	A300MX13256I	Payments To Recipients					N
40	05-420-610-0000-6001		7.50	MFIP 06/01/2024	06/30/2024	A300MX13256I	Payments To Recipients					N
41	05-420-620-0000-6001		2.50	GA 06/01/2024	06/30/2024	A300MX13256I	Payments To Recipients					N
43	05-420-660-0000-5839		70.00	GRH RECOVERIES 06/01/2024	06/30/2024	A300MX13256I	Grh Rec					N
42	05-430-741-3430-6051		2,736.40	GRH-IMD 06/01/2024	06/30/2024	A300MX13256I	Housing Subsidy					N
1464	DHS MAXIS CASHIER		2,835.15	5 Transactions								
9213	Dwyer/Samantha											
44	05-430-700-0137-6335		158.90	TRAVEL EXPENSE-MILEAGE 07/09/2024	07/31/2024		Adult Services Travel					N
9213	Dwyer/Samantha		158.90	1 Transactions								
9425	Fentanyl Free Communities Foundation											
45	05-460-305-0000-6851		5,000.00	FFCF PAUSE CAMPAIGN 08/12/2024	08/12/2024		Grant Expenditures					N
9425	Fentanyl Free Communities Foundation		5,000.00	1 Transactions								
5124	FLORIN/MARK											
46	05-420-600-0132-6335		16.27	TRAVEL EXPENSE-MILEAGE 07/25/2024	07/25/2024		Accounting Travel					N
2346	05-430-700-0132-6335		26.25	TRAVEL EXPENSE-MILEAGE 07/25/2024	07/25/2024		Accounting Travel					N
46	05-451-430-0000-6335		9.98	TRAVEL EXPENSE-MILEAGE 07/25/2024	07/25/2024		Worker Travel					N



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Rpt	Amount	Warrant Description		Invoice #	Account/Formula Description	
					Service Dates	Paid On Bnf #		On Behalf of Name	
5124	FLORIN/MARK			52.50	3 Transactions				
9139	Heckel/Sara	05-430-700-0134-6335		7.03	TRAVEL EXPENSE-MILEAGE 07/09/2024 07/22/2024			DD Worker Travel	N
9139	Heckel/Sara	05-430-700-0137-6335		16.41	TRAVEL EXPENSE-MILEAGE 07/09/2024 07/22/2024			Adult Services Travel	N
9139	Heckel/Sara			23.44	2 Transactions				
90061	INNOVATIVE OFFICE SOLUTIONS LLC								
9139	Heckel/Sara	05-420-600-0000-6401		69.82	SUPPLIES 07/30/2024 07/30/2024		4598588	General Supplies	N
9139	Heckel/Sara	05-430-700-0000-6401		104.74	SUPPLIES 07/30/2024 07/30/2024		4598588	General Supplies	N
9139	Heckel/Sara	05-430-700-0000-6401		83.40	SUPPLIES 08/13/2024 08/13/2024		4610830	General Supplies	N
90061	INNOVATIVE OFFICE SOLUTIONS LLC			257.96	3 Transactions				
2299	KAZEKS/JENNIFER	05-430-700-0128-6335		25.44	TRAVEL EXPENSE-MILEAGE 07/26/2024 08/01/2024			Child Prot Staff Travel	N
2299	KAZEKS/JENNIFER			25.44	1 Transactions				
49219	KOWALKE/WENDY	05-121-000-0000-6202		14.05	POSTAGE REIMBURSEMENT 07/11/2024 07/11/2024			Postage	N
49219	KOWALKE/WENDY	05-420-600-0000-6401		48.00	NOTARY RENEWAL 08/06/2024 08/06/2024			General Supplies	N
49219	KOWALKE/WENDY	05-430-700-0000-6401		72.00	NOTARY RENEWAL 08/06/2024 08/06/2024			General Supplies	N
49219	KOWALKE/WENDY			134.05	3 Transactions				
10007	LEXISNEXIS RISK SOLUTIONS								
9139	Heckel/Sara	05-420-600-0000-6241		60.00	MONTHLY LEXISNEXIS - ACCURINT 06/01/2024 06/30/2024		1223200	General Administration	N
9139	Heckel/Sara	05-420-600-0000-6241		60.00	MONTHLY LEXISNEXIS - ACCURINT 07/01/2024 07/31/2024		1223200	General Administration	N
9139	Heckel/Sara	05-430-700-0000-6241		90.00	MONTHLY LEXISNEXIS - ACCURINT 06/01/2024 06/30/2024		1223200	General Administration	N
9139	Heckel/Sara	05-430-700-0000-6241		90.00	MONTHLY LEXISNEXIS - ACCURINT 06/01/2024 06/30/2024		1223200	General Administration	N



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name Account/Formula	Rpt Accr	Amount	Warrant Description		Service Dates		Invoice #		Account/Formula Description	
								Paid On Blnt #		On Behalf of Name	
10007	LEXISNEXIS RISK SOLUTIONS		300.00	07/01/2024		07/31/2024	4 Transactions				
5084	MFWCAA CONFERENCE 05-420-600-0121-6240		20.00	MFWCCA MEMBER REGISTRATION		08/07/2024		KNOLL,JENNIFER		Financial Training	N
5084	MFWCAA CONFERENCE 05-420-600-0121-6240		20.00	MFWCCA MEMBER REGISTRATION		08/07/2024		THORSTENSON,NIK		Financial Training	N
5084	MFWCAA CONFERENCE		40.00			08/07/2024	2 Transactions				
5189	MN DEPT OF HEALTH VITAL STATISTICS 05-420-640-0000-6264		40.00					3010631		Paternity Costs	N
5189	MN DEPT OF HEALTH VITAL STATISTICS		40.00	07/30/2024		07/30/2024	1 Transactions				
5128	MN SUPERVISORS CONFERENCE ASSO 05-420-600-0121-6240		90.00	CONFERENCE REGISTRATION		07/30/2024		SKOGMAN,JESSIC		Financial Training	N
5128	MN SUPERVISORS CONFERENCE ASSO		90.00	07/30/2024		07/30/2024	1 Transactions				
5987	MNCVSO ASSISTANTS AND 05-121-000-0000-6850		258.00	MNCVSO CONFERENCE REGISTRATION		10/02/2024		KOWALKE,WENDY		Op Enhancement Grant Expense	N
5987	MNCVSO ASSISTANTS AND		258.00	09/30/2024		10/02/2024	1 Transactions				
6059	PALMER/RYAN 05-420-600-0121-6335		133.57	TRAVEL EXPENSE-MIEAGE		06/25/2024				Financial Travel	N
6059	PALMER/RYAN		133.57	06/25/2024		07/30/2024	1 Transactions				
9144	Peterson/Samantha 05-430-700-0128-6335		69.68	TRAVEL EXPENSE-MILEAGE		07/26/2024				Child Prot Staff Travel	N
9144	Peterson/Samantha		69.68	07/26/2024		07/26/2024	1 Transactions				
9284	ROBERTS/MANDY 05-430-700-0128-6335		255.27	TRAVEL EXPENSE-MILEAGE		08/01/2024				Child Prot Staff Travel	N
9284	ROBERTS/MANDY		255.27	06/06/2024		08/01/2024	1 Transactions				

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Warrant Description		Invoice #	Account/Formula Description	
No.	Name	Amount	Service Dates	Paid On Bnf #	On Behalf of Name	
7292	SCOTT/HEATHER 05-430-700-0128-6335	151.41	TRAVEL EXPENSE-MILEAGE 07/12/2024 1 Transactions		Child Prot Staff Travel	N
7292	SCOTT/HEATHER	151.41				
6682	STEVENS/SELENA 05-430-700-0127-6335	209.63	TRAVEL EXPENSE-MILEAGE 06/06/2024 1 Transactions		Mh Travel	N
6682	STEVENS/SELENA	209.63				
7930	STRAND/TERESA 05-430-700-0127-6335	384.28	TRAVEL EXPENSE-MILEAGE 06/26/2024 1 Transactions		Mh Travel	N
7930	STRAND/TERESA	384.28				
7558	SWENSON/MICHELLE 05-430-700-0134-6335	18.73	TRAVEL EXPENSE-MILEAGE 07/16/2024 07/30/2024		DD Worker Travel	N
67						
68						
7558	SWENSON/MICHELLE	43.71	TRAVEL EXPENSE-MILEAGE 07/16/2024 07/30/2024 2 Transactions		Adult Services Travel	N
7558	SWENSON/MICHELLE	62.44				
9427	Terlinde/Tracy 05-451-480-0000-6335	11.39	TRAVEL EXPENSE-MILEAGE 07/23/2024 1 Transactions		Worker Travel	N
69						
9427	Terlinde/Tracy	11.39				
6434	THORSEN/JOLENE 05-430-700-0134-6335	65.34	TRAVEL EXPENSE-MILEAGE 06/13/2024 07/31/2024		DD Worker Travel	N
70						
71						
6434	THORSEN/JOLENE	152.46	TRAVEL EXPENSE-MILEAGE 06/13/2024 07/31/2024 2 Transactions		Adult Services Travel	N
6434	THORSEN/JOLENE	217.80				
8412	THRON/KATE 05-430-700-0127-6335	5.95	TRAVEL EXPENSE-MILEAGE 06/12/2024 06/12/2024		Mh Travel	N
72						
26						
73						
8412	THRON/KATE	32.91	TRAVEL EXPENSE-MILEAGE 07/05/2024 07/17/2024		Mh Travel	N
73						

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Warrant Description		Invoice #	Account/Formula Description	
No.	Account/Formula	Service Dates	Paid On Bhf #	On Behalf of Name		
8412	THRON/KATE	2 Transactions				
8820	WEIDENDORF/PEGI					
74	05-420-600-0000-6241	NOTARY COMMISSION	08/13/2024	General Administration	N	1099
76	05-420-600-0132-6335	TRAVEL EXPENSE-MILEAGE	07/02/2024	Accounting Travel	N	
77	05-430-700-0000-6241	NOTARY COMMISSION	08/13/2024	General Administration	N	
74	05-430-700-0132-6335	TRAVEL EXPENSE-MILEAGE	07/02/2024	Accounting Travel	N	
74	05-451-430-0000-6335	TRAVEL EXPENSE-MILEAGE	07/02/2024	Worker Travel	N	
8820	WEIDENDORF/PEGI	5 Transactions				
8918	WILKINSON/LEIGH					
76	05-430-700-0134-6335	TRAVEL EXPENSE-MILEAGE	07/03/2024	DD Worker Travel	N	
77	05-430-700-0137-6335	TRAVEL EXPENSE-MILEAGE	07/03/2024	Adult Services Travel	N	
8918	WILKINSON/LEIGH	2 Transactions				
5 Fund Total:		Health And Human Services	39 Vendors	92 Transactions	39 Vendors	92 Transactions
Final Total:						



Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>
	5	119,924.73	Health And Human Services
All Funds		119,924.73	Total
			Approved by,
			
			

Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 6
Title of Item for Consideration: MN DNR Land Acquisition – Janet Johnson Wildlife Management Area	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: Wildlife Manager for the Minnesota Department of Natural Resources (DNR), has notified the City of North Branch of the DNR’s intent to acquire a 20.01-acre parcel and to incorporate the land into the Janet Johnson Memorial Wildlife Management Area (WMA). The parcel is immediately adjacent to the WMA; it is surrounded on three (3) sides by the WMA. According to Mr. Marion, the DNR has been negotiating with the landowner since 2015; the owner is St. Gregory the Great Catholic Church of North Branch. According to Minnesota Statute §97A.145, Subd. 2 (Statute), the DNR is required to notify the local government unit (LGU), or City in this instance, to discuss the land purchase; City approval is not required. The same Statute requires approval by the Chisago County Board of Commissioners within 90 days; The land is guided by the City of North Branch’s zoning, Rural Residential (2018 Comprehensive Plan) and zoned RR – Rural Residential. Parks and Outdoor Public Recreation Complexes are Permitted Uses in that zoning district. The DNR was before the North Branch City Council in 2018 for a similar request. This action does not require county approval, only notification. Attachment(s): • City of North Branch Staff Report (6/6/2024) • Parcel Information Report • Janet Johnson Mem WMA Map	
Action Requested/Recommended: The County Board is respectfully requested to be notified of the land acquisition as presented by Department of Natural Resources for acquisition of 20.01 acres next to the Janet Johnson Wildlife Management Area. The following motion is suggested:: <i>“Move to accept being notified of the land acquisition as presented by Department of Natural Resources for acquisition of 20.01 acres next to the Janet Johnson Wildlife Management Area.”</i>	

Implications of Action: This action is just for Board notification.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Prepared By:
Jason Ziemer, Community Development Director
Presenter: Jason Ziemer, Community Development Director
Date: 06/06/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-55-2024, Supporting Land Acquisition by the Minnesota Department of Natural Resources for Inclusion in the Janet Johnson Memorial Wildlife Management Area

Overview / Background

Tim Marion, Area Wildlife Manager for the Minnesota Department of Natural Resources (DNR), notified the of the DNR's intent to acquire a 20.01-acre parcel to incorporate the land into the Janet Johnson Memorial Wildlife Management Area (WMA). The parcel is immediately adjacent to the WMA; it is surrounded on three (3) sides by the WMA. According to Mr. Marion, the DNR has been negotiating with the landowner since 2015; the owner is St. Gregory the Great Catholic Church of North Branch.

According to Minnesota Statute §97A.145, Subd. 2 (Statute), the DNR is required to notify the local government unit (LGU), or City in this instance, to discuss the land purchase; City approval is not required. The same Statute requires approval by the Chisago County Board of Commissioners within 90 days; Mr. Marion will be attending a County Commission meeting in July. He is requesting approval of the attached resolution showing City support of the land acquisition.

The land is guided Rural Residential (2018 Comprehensive Plan) and zoned RR – Rural Residential. Parks and Outdoor Public Recreation Complexes are Permitted Uses in that zoning district. The DNR was before the North Branch City Council in 2018 for a similar request.

Staff Recommendation

City staff recommends approval of the resolution

Recommended City Council Action

Motion to approve Resolution No. R-55-2024, supporting the acquisition of land to be included in the Janet Johnson Memorial Wildlife Management Area.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-55-2024

**RESOLUTION SUPPORTING THE ACQUISITION OF LAND ADJACENT
TO THE JANET JOHNSON MEMORIAL WILDLIFE MANAGEMENT AREA
BY THE STATE OF MINNESOTA**

WHEREAS, in accordance with Minnesota Statutes §97A.145, Subd. 2, the Commissioner of the Department of Natural Resources (“DNR”), on behalf of the State of Minnesota, desires to acquire land located within the City of North Branch (“City”) for water, forestry, wildlife, and natural plant community conservation purposes; and,

WHEREAS, Tim Marion, Area Wildlife Manager for the Minnesota DNR, attended the June 11, 2024 City Council meeting to inform the City Council of the possible land acquisition within the City limits and adjacent to the Janet Johnson Memorial Wildlife Management Area (“WMA”); and,

WHEREAS, the land to be acquired is described as follows:

Legal Description: Lot 4, Block 1 of Hoppe Acres, Chisago County, Minnesota

Owner: St. Gregory the Great Catholic Church of North Branch

Acres: 20.01 Acres.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, hereby supports the proposed acquisition of the land as described above by the State of Minnesota.

ADOPTED this 11th day of June, 2024.

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the City Clerk dated this 11th day of June, 2024.

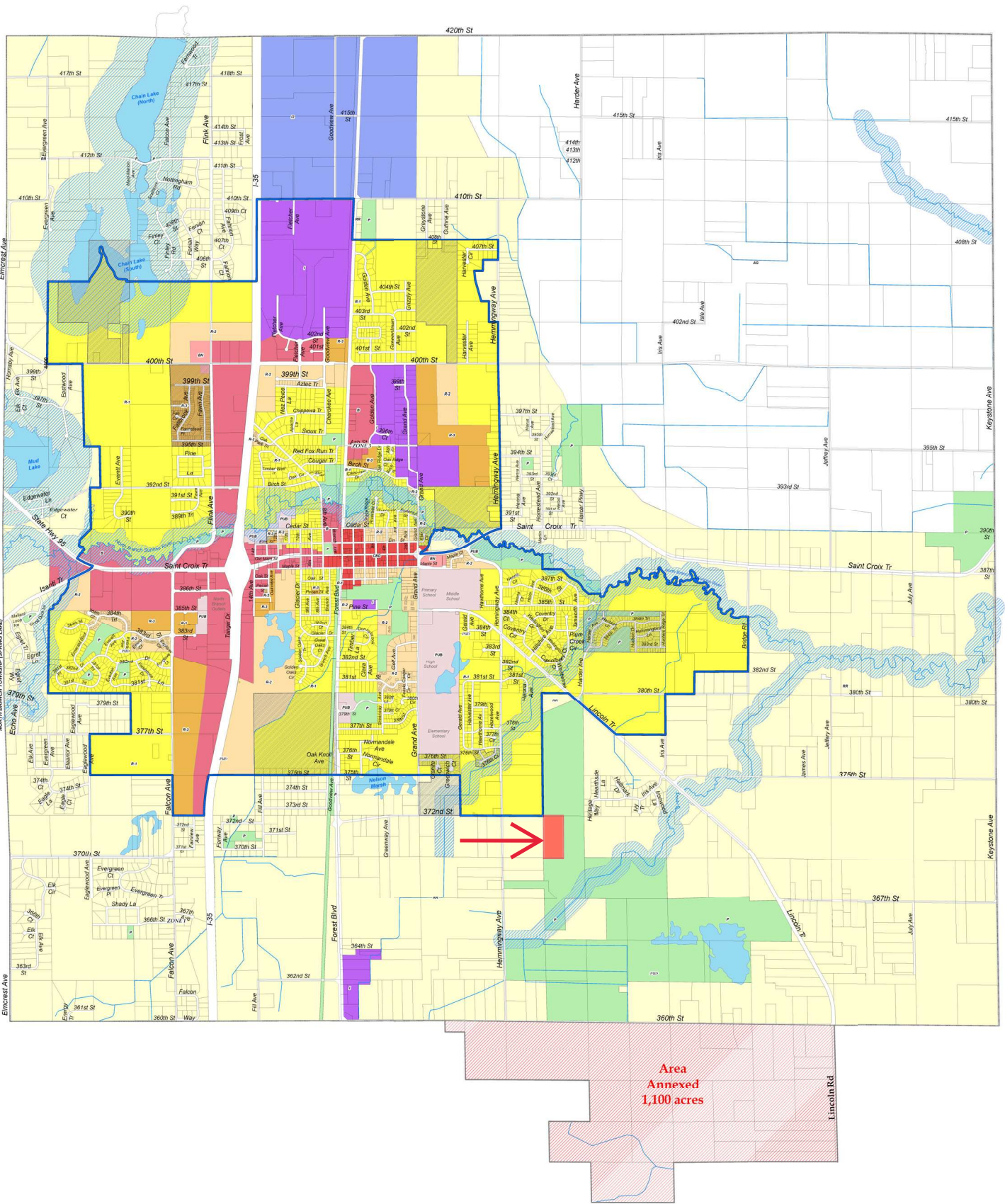
Moved by Councilmember Miles. Seconded by Councilmember Canada.

The following voted in favor of said resolution: Schaps, Miles, Schieber, Nieder and Canada The following voted against the same: None

The following abstained: None

APPROVED: Hari Schieber ATTEST: Ragini Varma





Zoning Map

Zoning		Legend	
AG - Agricultural	CB - Central Business	PUB - Public/Semi-Public	R-3 - High Density Residential
B - Business	I - Industrial	R-1 - Single Family Residential	R-4 - Medium Density Residential
BI - Business Neighborhood	IS - Heavy Industrial	R-2 - Medium Density Residential	R-5 - Low Density Residential
	OS - Open Space	RD - Planned Development Overlay	SL - Standard Overlay
		W - Water	WSA - Water Service Area
			Boundary
			Area Annexed (1,100 acres)



Scale: 1:12000

Disclaimer: The City of North Branch provides this data "as is" without warranty or any representation of accuracy, timeliness or completeness. The data does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied.

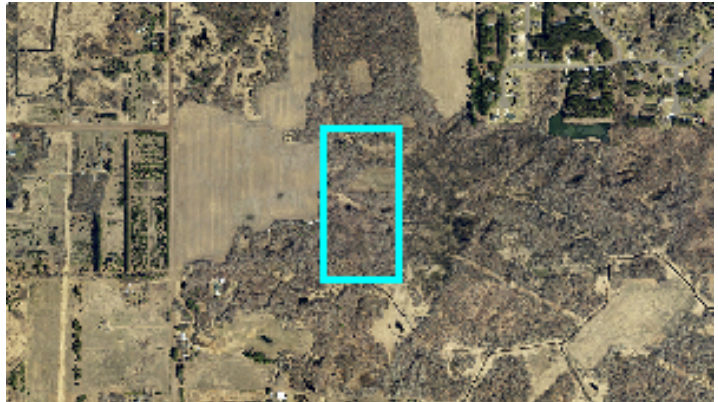


Parcel Information Report

Parcel Number: 11.00860.66

General Parcel Information

Parcel: 11.00860.66
Town: NORTH BRANCH
School District: SCHOOL DISTRICT 138
Acres: 20.00
Section: 27
Township: 035
Range: 021
Plat: 11510
Plat Description: HOPPE ACRES
Block: 001
Lot: 004



Legal: SubdivisionName HOPPE ACRES Lot 004 Block 001 SubdivisionCd 11510

Owner Name: CHURCH OF ST GREG OF NB

Mailing Address: PO BOX 609

City/State/Zip: NORTH BRANCH, MN 55056-0609

Property Use Code 1:

Property Use Code 2:

Property Use Code 3:

Valuation

Year: 2023

Classification - Homestead 1: 915 Church - 5E-Exempt Properties

Classification - Homestead 2: -

Classification - Homestead 3:

Total Acres:

Total EMV Land: \$37,600.00

Total EMV Bldg: \$0.00

Total EMV: \$37,600.00



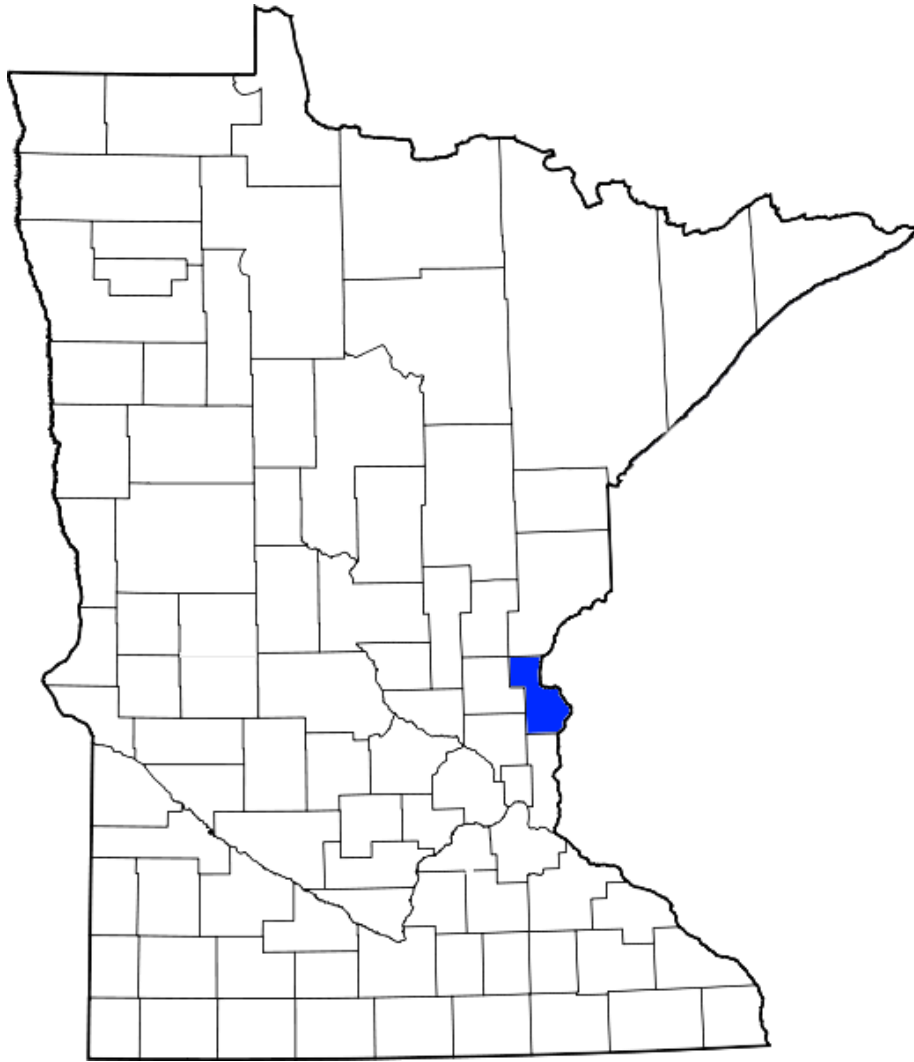
These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



Date: 9/16/2015
Time: 1:51:05 PM

Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 7
Title of Item for Consideration: MN Department of Corrections Comprehensive Plan Presentation	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: Tessa Nelson is the Field Services Enhanced Career Corrections Agent from the MN Department of Corrections, officed in Center City. She is presenting the Chisago County Department of Corrections Comprehensive Plan for 2024. This action does not require county approval, only notification. Attachment(s): Chisago County Comprehensive Plan MN Dept of Corrections	
Action Requested/Recommended: The County Board is respectfully requested to be notified of the MN Department of Corrections Comprehensive Plan. The following motion is suggested:: <i>“Move to requested to be notified of the MN Department of Corrections Comprehensive Plan.”</i>	
Implications of Action: This action is just for Board notification. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chisago County
Comprehensive Plan
Minnesota Department of Corrections
Adult Felony
February 12, 2024

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Introduction

Race and Hispanic Origin		Chisago
White alone, percent		93.70%
Black or African American alone, percent(a)		1.60%
American Indian and Alaska Native alone, percent(a)		0.90%
Asian alone, percent(a)		2.10%
Native Hawaiian and Other Pacific Islander alone, percent(a)		Z
Two or More Races, percent		1.70%
Hispanic or Latino, percent(b)		2.80%
White alone, not Hispanic or Latino, percent		91.40%

Geography	
Population per square mile, 2020	136.5
Land area in square miles, 2020	414.9
FIPS Code	27025

Z Value greater than zero but less than half unit of measure shown

Administration and Organization of Correctional Services

DOC Vision

Achieving justice through promotion of racial equity, restoration from harm, and community connectedness

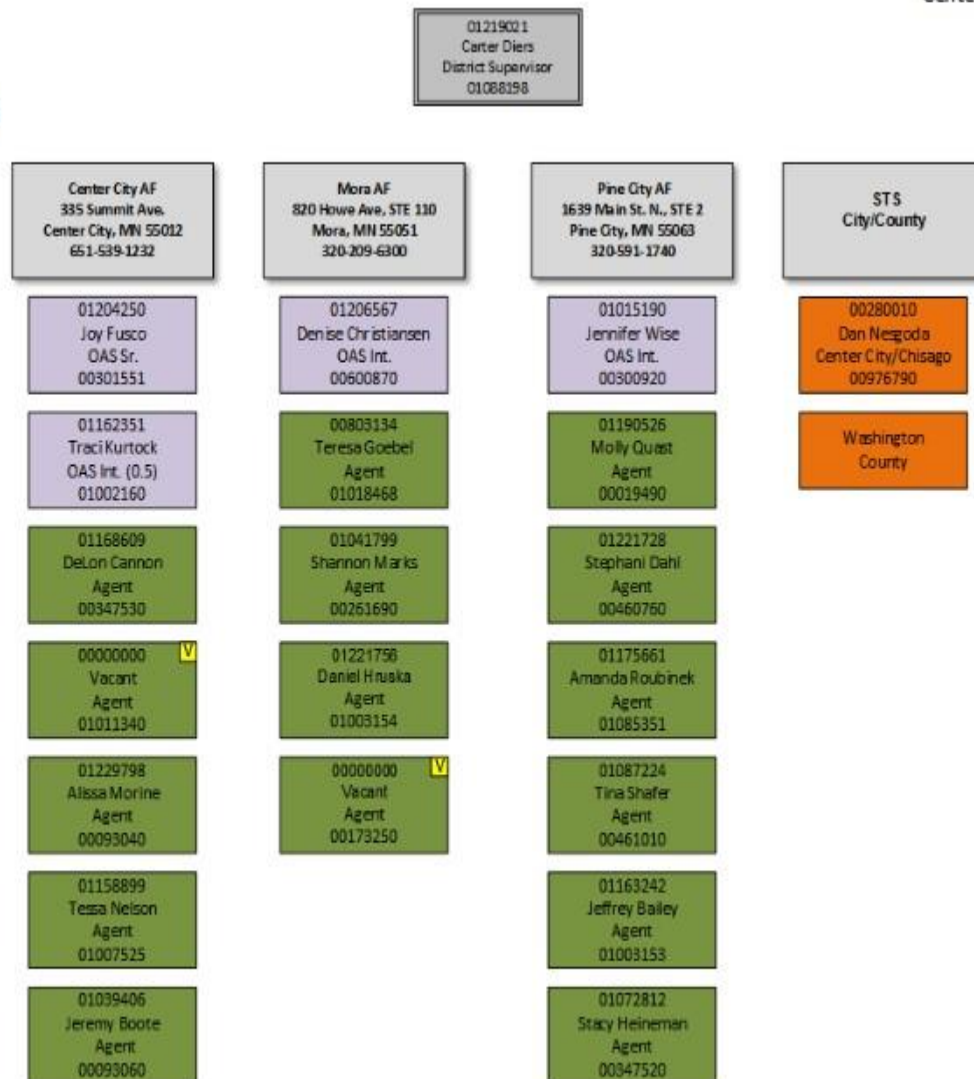
DOC Mission

Transforming lives for a safer Minnesota

District Organization Chart



Center City District Org Chart



The Minnesota Department of Corrections (DOC) provides felony and supervised release supervision in 51 of the 87 Minnesota counties, and in 30 of those counties, the DOC also provides juvenile, and misdemeanor sentenced supervision. On any given day there are approximately 20,000 persons under probation and supervised release supervision. In addition, the DOC provides Intensive Supervised Release (ISR) supervision in 75 of the 87 counties for those persons that are released from prison with the highest level of risk for repeat sexual and violent offenses. The DOC also provides supervision in 82 of our 87 counties for those persons released from prison early to serve their time in the community after participating in the DOC Challenge Incarceration Program (CIP). Lastly, the DOC operates 21 Sentence to Service (STS) crews across the state.

- In Chisago County, the DOC has four felony probation agents and one support staff and one Sentence to Service (STS) Crew leader. The District Office Administrative Support-Senior is also officed at the Center City Office. We will also soon add an additional agent.
- Agent Tessa Nelson has a caseload comprised of all sex offenders. She also splits a caseload with the two other sex offender specific agents (Agent Quast in Pine County and Agent Goebel in Kanabec County) consisting of a small number of supervised release clients that are also civilly committed and held at the Minnesota Sex Offender Program (MSOP). Those agents cover those cases for the entire DOC. DeLon Cannon and Alissa Morine provide felony supervision of all other levels of cases, beside the sex offender population. Jeremy Boote writes all the felony pre-sentence investigation reports. Traci Kurtok is the Office Administrative Support and the District Office Administrative Support – Senior, Joy Fusco provides support to the entire District and organizes the other support staff.
- The District is currently hiring two additional agents to reduce caseloads to a manageable size. With this addition, the new hire officed out of Center City will provide supervision of all minimum risk cases in Chisago County and one half of Pine County. That new agent will also cover the transfer out caseloads for Chisago and one half of Pine County. The other portion of the minimum risk caseload and transfer out caseload will be covered by a similar position officed out of the Mora, MN, office. The pre-sentence investigation (PSI) writers in Pine County and Chisago County will team up to write most of the PSIs in Kanabec County. Agent Morine and Agent Cannon will then have the medium and high-risk cases and be able to do more cognitive-behavioral interventions with the clients with the most need.

Advisory Board

Bridgid E. Dowdal, District Court Judge
 Jesse L. Seabrooks II, District Court Judge
 Catherine Trevino, District Court Judge
 Kris Cunningham, Court Administrator
 Tracy Gullerud, Deputy District Administrator Operations
 Janet Reiter, County Attorney
 Brandon Thyen, Chisago County Sheriff
 Justin Wood, Chief Deputy
 Jonathan Gray, Jail Administrator
 Mark Hendrickson, Court Services Director
 Brian Liefeld, Public Defender
 Cheryl Terhaar, Kanabec County Attorney (Victim Services)

DOC Training Requirements:

Agents new to the DOC participate in a Statewide Training (STA) Academy. STA is spread out over three months, is hybrid in nature (courses in person & virtual platform) and consists of over 140 hours of instruction on evidence best practices (EBP) and how to effectively work with persons under supervision to assess and reduce their probability for future criminality, agent safety, as well as other general knowledge courses. Agents are required to complete 40 hours of training each year; 20 of which are to be EBP related. STS crew leaders are required to complete 40 hours of training, which includes an annual two-day Advanced Crew Leader training at Camp Ripley with instruction on chainsaws, tree felling, small engine repair, safety, and best approaches to working with clients and stakeholders.

Support staff are required to complete 16 hours of training relevant to their position. See the FY 24 required training for Field Services in Appendix A.

Overview of Supervision Population

See Appendix C

Strategic Planning at the State Level

Each county may have goals addressing specific needs in their community. As an agency, Field Services' main approach to transforming lives is targeting the drivers of criminality and providing interventions to address those needs to lower that person's level of risk for criminality. As with most agencies, it is not just knowing what those strategies are, but who to prioritize for resources and how to effectively implement those strategies with high fidelity within an organization that leads to greater success.

Use of Evidenced Based Practices with fidelity: (Normative Feedback)

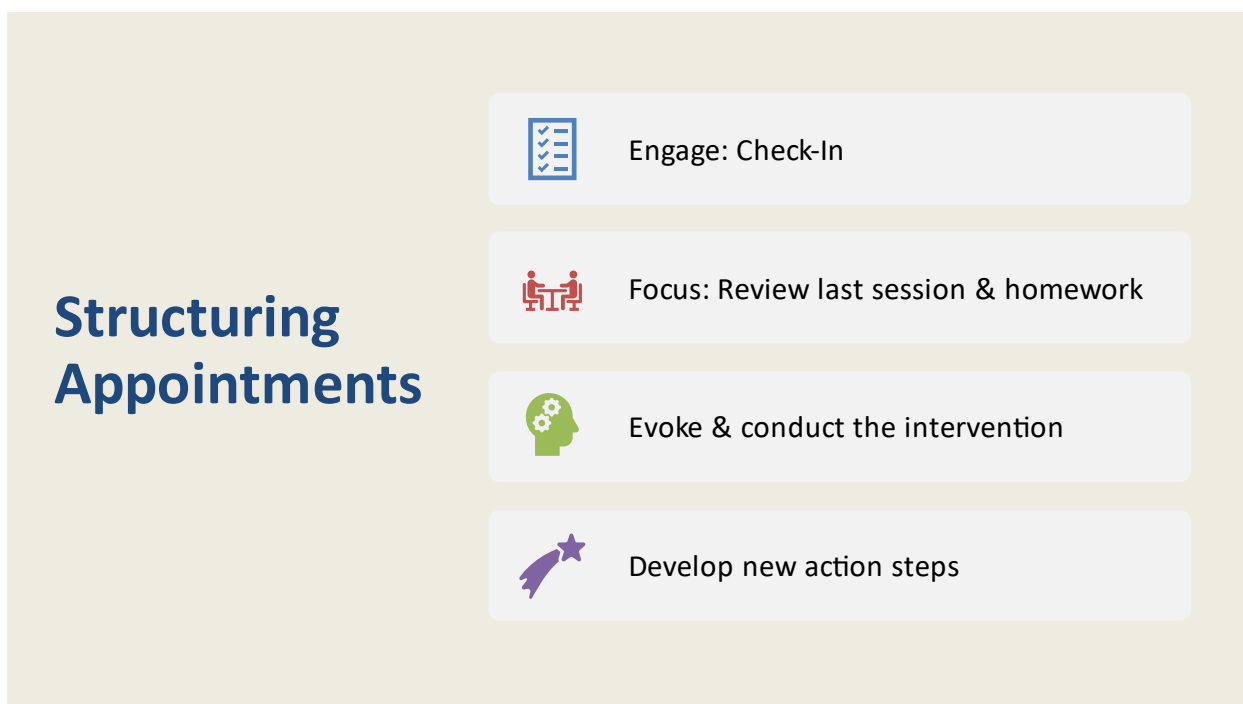
All DOC Supervisors attended the Alliance for Community and Justice Innovation (ACJI's) Implementation Leadership Academy on best approaches to implementation and sustaining culture change and will continue with coaching from ACJI. For all DOC counties, one of the main objectives is to continue to ensure that staff are using evidenced best practices with fidelity. In fiscal year 2024, all DOC counties will be ensuring that staff review the risk assessment results with the person being assessed. (Normative Feedback). This helps the person under supervision have a better understanding of behaviors and thinking that place them at risk for ongoing criminality.

Chisago County, and the Center City District as a whole, has implemented a Practice Model to help agents and clients target criminogenic need and build new skills to support those skill deficits. The agents are practicing all the steps of the case planning process to include normative feedback. Case planning is different than monitoring the client's conditions. There are certainly administrative tasks that must happen, but the key components of case planning focus on helping the client change.

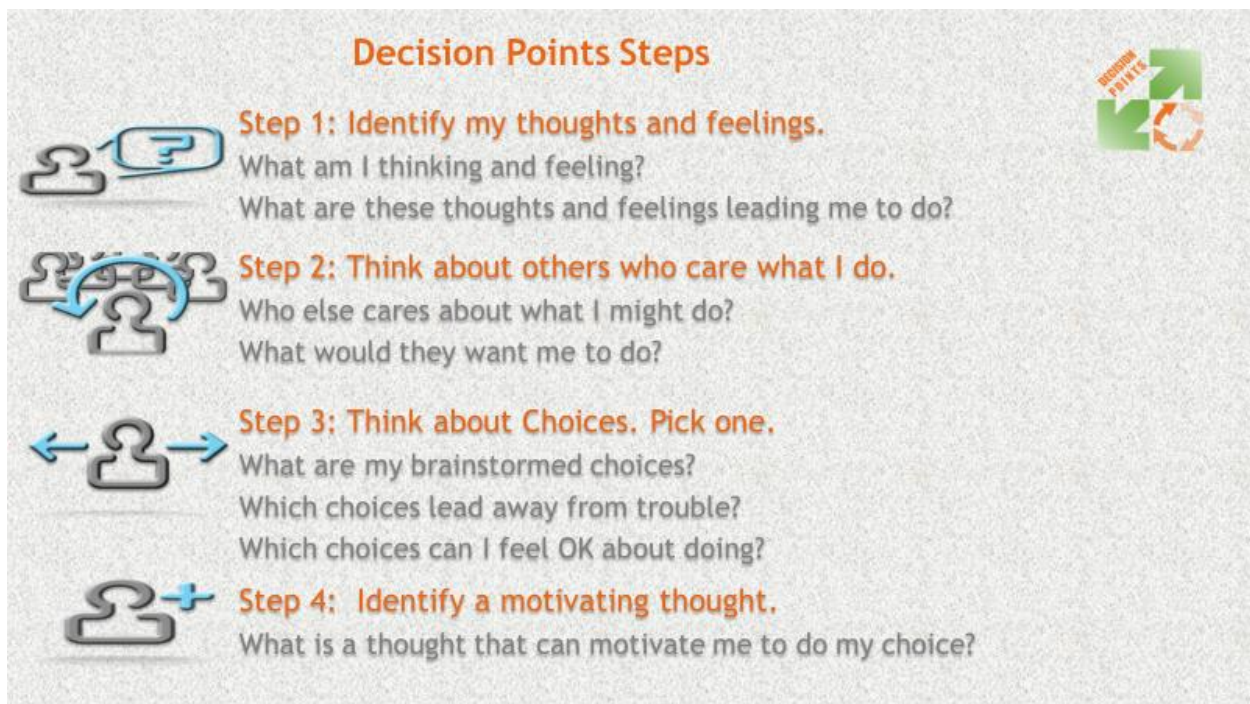
- The following appointment structure shows the basic outline of practice model and represents the main types of appointments from the first day an agent meets with a client until the day in which they are either discharged or transferred to another level of supervision:



- In order to build skills around this model, the staff meets monthly for a coaching circle, where they take turns reviewing an audio recording of themselves in an office visit with a client. Each audio is focused on one of the case planning appointments. This case planning process as well as the coaching model were developed by the DOC and contributing agencies with the incorporation of evidence-base practices and within the lense of implementation science. The basic structure of the office visit and the coaching model are as follows:



- Every agent in Chisago County is actively practicing these skills and they are working toward incorporating interventions within the office visits with their medium and high-risk clients. The interventions are focused on building skills to support that criminogenic need and working with clients to implement those skills into their lives.
- In Chisago County, every felony probation officer is facilitating and referring their clients to our own Decision Points Program. Decision Points is a cognitive-based program that develops cognitive skills and uses cognitive restructuring to bring awareness to the “traps” or offending behavior that can place participants into the “Trouble Cycle”. Decision Points is led by two probation officers trained in the curriculum. Utilizing role-play demonstrations and other interactive activities, participants will learn how to stop and use critical thinking skills before their actions place them in the Trouble Cycle with more problems than when they started by addressing the 4 questions of Decision Points:



Council of State Governments (CSG)- Justice Reinvestment Initiative

All three MN delivery systems have partnered together and are currently receiving technical assistance from CSG and the Bureau of Justice Assistance (BJA) to continue to implement the recommendations for MN made by CSG after assessing the state’s supervision procedures through the Justice Reinvestment Initiative. Legislatively, an oversight body, the Community Services Advisory Council (CSAC), was created with specific goals. That oversight group will provide both direction and approve recommendations from various statewide workgroups. Technical assistance was awarded to all 3 delivery systems to implement a statewide Risk/Needs Assessment tool. A workgroup was formed for this initiative and is actively working to implement one tool within the next year. All delivery systems have agreed to move forward with using the Level of Service/Case Management Inventory (LS/CMI) as MN’s risk and needs tool. The workgroup is currently working to create a “Request for Proposal” for outside parties to submit interest

in validating this tool for the state of MN. Once validated, MN will utilize this tool to determine risk and need areas and level of supervision for justice-involved adults. Additional tools may also be utilized for offense specific cases and other responsivity areas.

There is also a Phase II workgroup that is designated to assist in the implementation of many of CSG's original recommendations. Initially, this group is looking at creating a single standard of supervision for MN, regardless of what county/agency a client is supervised in. In addition, they are creating recommendations to implement, statewide, assessment-driven, formalized, collaborative case planning to focus case planning goals on identified criminogenic and behavioral health need areas for moderate- and high-risk individuals. Finally, implementation of a statewide behavior modification tool or incentives/sanctions grid, is being considered.

CSG is also aiding Minnesota in development of statewide supervision outcome data. A statewide data committee has been established to create statewide outcomes that are able to measure supervision success and return on investment. The committee has worked with CSG staff to identify outcomes that impact success, such as housing or mental health rates, the percent of persons under supervision that are successfully completing cognitive behavior or other treatment services to address their pathways to criminality, and data on recidivism, violation rates, and percent of those who successfully completed required conditions of supervision. The committee is currently working on where the data is located, the ability to gather data statewide and standards on data input for each agency to follow.

Lastly ISR Transformation has been focused on supervision standards across all ISR agencies where the supervision is structured at an individual level rather than a "program". The purpose of ISR Transformation is to develop standards and guidelines for the administration of ISR that increases success (desistance), enhances equity, and appropriately balances the need for public safety with person-centered approaches. ISR Transformation is currently working on implementing the changes established by the working group in CY 2024.

Strategic Planning at the Local Level

Increase Access to Cognitive Behavioral Programming:

In Chisago County, and with the additional agents, we will expand the availability of cognitive-behavioral programming. We currently have one group Decision Points Program available to clients. With this expansion, we intend to double the availability of this Program as well as offer an additional day and time to attend. In anticipation of this, we have expanded the program to all medium and high-risk clients.

Person Centered Case Planning:

While the case planning processes are well on their way to full implementation, the approach is broad and in need of additional specific approaches to special populations and need. One such example is with the sex offender caseloads. This population tends to have different needs and requires a specific initial case plan as well as on-going skill practice to, for one example, support the already existing sex offender specific programming. Another example would be to support the needs of a female population and recognize that they tend to both enter and exit the criminal justice system for different reasons. This might include a female specific cognitive behavioral program to meet female specific needs or a female specific risk assessment.

Pre-Trial, Diversion and Other Services

Pretrial standards based on best practices focus on maximizing court appearances and providing referral for services, rather than release condition compliance. Please see Pre Trial-Best Practices in Appendix B

- In Chisago County, the County Probation Office is tasked with pre-trial supervision. However, felony pre-sentence investigations are written by the felony agents at the DOC. Pre-sentence investigations include a social history, victim impact, the criminogenic factors, and a recommendation based on risk need responsivity and adherent to the sentencing guidelines. In recent years, the felony agents have moved toward writing their final assessment based on the risk need responsivity principles (RNR). Essentially, the argument follows an evidence-based approach. First, outline their risk, both in the past and the current risk; along with the recommended level of intensity. Then, outline their specific needs to build skills and reduce that risk. Finally, the responsivity section will outline how we plan to work with the client and their specific learning styles, strengths, and barriers.

Narrative of Core Interventions and Evidence-based Practices (EBP)

The DOC uses risk, need, and responsivity principles for effective case management that adhere to the following:

The DOC Key Supervision Principles:

- **Use of validated risk needs and responsivity assessment tools that are validated and evaluated for disparities.** Primary assessment tools are LS/CMI and Youth Level of Service/Case Management Inventory (YLS/CMI) as the overall tool for most persons under supervision. For sex-specific crimes, the DOC uses the Static 99 and Stable, and the DOC MNSTARR 2.0 for risk on supervised releasees from a MN Correctional Facility. Field Services' policy is to have the assessment completed within 30 days of the person being placed under supervision and reassessed annually for adults and every six months for juveniles. The CSAC has prioritized validation of the LS/CMI tool for MN's justice-involved population in 2024.
 - In Chisago County, the LS-CMI is the primary tool used to determine how much intervention is needed, what criminogenic needs should be targeted in order to reduce that risk, and how an agent can work with a client's specific strengths and specific learning styles in order to best deliver those interventions. In addition to the LS-CMI, more specific tools are used to determine risk, need and responsivity for specialized cases and needs. For example, the Domestic Violence Inventory (DVI) is an evidence-based instrument used to evaluate those convicted of domestic violence. Another example is the initial and continued use of a sex-specific risk needs responsivity assessment tools, such as the Static-99 and the Stable. These assessments are done in collaboration with our felony sex-specific agents, community providers, and MN DOC facility staff to determine initial risk needs and responsivity as well as intermediate-term risk status.

In addition to the current tools, there are other trailblazing tools which deserve consideration for future use. For example, the LS-CMI has proven effective for

determining risk need and responsivity in general. However, with specific crimes, the accuracy is far better with specialized tools. For example, for DWI clients, a specialized tool, such as the Impaired Driver Assessment (IDA), would be far more accurate in determining the direction of case planning efforts in that they have a specific need. Also, women tend to enter the criminal justice system in far different ways and for different reasons than their male counterparts. As such, the Women's Risk Needs Assessment (WRNA) would be a preferred tool to use alongside the LS-CMI in helping to determine a course of interventions for women.

- **Supervision intensity and case management contacts vary based on level of risk per normed cut off scores.** Interventions are most effective in reducing recidivism when they match a person's assessed level of risk. The focus of supervision should be on moderate, moderate-high, and high-risk persons. Contacts include office, home, and virtual contacts. Low risk persons should receive support and assistance in completion of conditions that do not require a supervision agent to perform.
 - As such, Chisago County, the agents meet with their medium risk clients monthly and their high-risk clients twice per month. In each of these cases, it is not uncommon for the meetings to be more often depending on the acute need of the client. These clients are or will be going through Decision Points, a group cognitive-behavioral program designed for initial stabilization and to introduce the client to problem solving, cognitive self-change and work on social skills. Further, agents work more intensely with medium and high-risk clients in that they are going through the case planning process to target and build skills to reduce risk and build skills around their criminogenic need. Minimum risk clients, or those clients that evidence suggests that we spend less time with, are seen quarterly or even less frequently depending on their risk and need. Should those minimum risk clients have acute struggles, agents see them more often to provide support.

Adherence to general responsivity and providing cognitive behavior interventions. Agents use core correctional practices, motivational interviewing, and skill directed interventions that include modeling, practice, and homework. All DOC agents are trained and provided electronic Carey Guides and 170 agents have Tools on Devices.

- All Chisago County Felony Agents are using Carey Guides to help guide clients through the initial case planning processes and are working toward the ubiquitous use of the guides for on-going skill practice to target and reduce risk around criminogenic need. These interventions are used with medium and high-risk clients. Further, Decision Points is currently being used for higher risk clients, but now the referrals will be made for all medium and high-risk clients early in their probation term.
- Community providers are also used as part of this work. Depending on risk and need, clients are referred to chemical dependency treatment, batterer's intervention programs, therapy, dialectic behavior therapy and others. For sex specific clients, the agent is using outside vendors for sex offender treatment. As of this time, much of the cognitive behavioral client interaction for sex specific clients is targeting decision making and safety planning.

- **Addressing specific responsivity such as mental health, housing, gender, and culturally specific services.** The Minnesota Department of Corrections supports housing first initiatives and collaboration for addressing mental health needs, gender specific interventions that target unique pathways into the justice system and working with Tribal Nations on supervision and intervention partnerships. The DOC has four full time staff that help work with persons and communities around housing needs. DOC supervisors and staff that work closely with our Tribal Nations participated in Tribal Relations training offered by the University of Minnesota in this last year and DOC has started to track tribal affiliation in our data management system for future gap analysis of programming needs.
 - In Chisago County, initial stabilization is prioritized alongside the criminogenic change process. If a client's basic needs are not being met or they are not mentally healthy, their odds of success are diminished. As such the Chisago County felony agents work with Lakes and Pines Community Action Council, local mental health providers, and others to work with clients on their initial stabilization needs. However, a gap persists with housing and especially with our sex offender population. The DOC is certainly working toward solutions, yet housing remains a problem.
- **Caseload sizes for supervision intensity should be capped based on normed supervision and task workload studies.** Minnesota Department of Corrections uses supervision workload points tracked in CSTS to manage caseload sizes.
 - During the last legislative session, the Minnesota Legislature appropriated additional funds and requirements for community supervision. From those funds, the Center City District was able to hire two additional probation officers to reduce the workload for the three counties served. These two agents will make the work more efficient and the ability to work across county borders. In effect, there will be two agents, one officed in Pine County and the other in Chisago County, helping with the pre-sentence investigations in Kanabec County. Further, one of the new agents will be officed in Center City and will make possible a minimum supervision caseload freeing up time to do more intense work with the medium and higher risk clients.
- **Early discharge should focus on intervention dosage and not just completion of conditions.** The DOC along with Dodge & Olmsted County are partnering with National Institute of Corrections, Center for Effective Public Policy and the Carey Group on a readiness assessment and implementation of Dosage probation. This promising practice focuses on prescribed intervention hours that target clients' highest criminogenic need areas which is "dosed" according to the client's risk level. Successful completion of hours results in the client's discharge from probation.
 - In Chisago County, and as a District, we are preparing for this type of far more effective supervision. Traditionally in Minnesota and across the nation, discharge criteria was and largely still is based on time served on probation completion of conditions along with stability. As stated above, our discharge criteria is moving toward skills developed and risk reduced. Effectively, "has one gained the skills for long-term success?" While we are not currently at a point that we can discharge based on a set number of dosage hours, we are moving in that direction.
- **The focus of supervision is skill development.** While supervision focuses on conditions, agents work with clients in developing new skills to avoid future recidivism is the key to long term success.

- In Chisago County, the felony agents are practicing the use of Carey Guides within our practice model. Further, all the Center City District Agents are facilitating Decision Points, which focuses on skill development. While not completely implemented, all the agents are practicing this model and the focus is moving from compliance and condition-based supervision to that of skill development through a cognitive behavioral approach. The framework and coaching model are in place, and we are moving in this direction.
- **Use of incentives and adherence to the 4 to 1 positive ratios.** Agents are trained in using reinforcements which have proven to be more effective in supporting behavior changes than the use of punishment.
 - In addition to training at the Statewide Agent Academy, the Chisago County felony agents practice and are actively coached to use a motivational approach to their interactions with clients. Within this approach, they are encouraged to use heavyweight affirmations for incentives. Further, agents are working with clients to reduce their risk. As such, clients can earn a reduction in the frequency in which they are required to meet with agents. They can also be rewarded with early discharge should they earn it.
- **Utilize community-based interventions compared to the reliance on out of home placements including incarceration for technical violations.** Programming and services in one's local community should be exhausted prior to recommending revocation.
 - In the Center City District, agents know and understand that change is hard. As such, risky thinking and behaviors are likely to persist early on in supervision and absent significant intervention. Agents are using interventions such as Decision Points and the initial case planning processes to stabilize clients. This cannot all be done in-house and without the collaboration with community providers. Agents rely on outside providers to stabilize such non-criminogenic needs as a clients' chemical health, mental health, housing, finances, and transportation needs.
 - As a parallel process, agents are then working alongside clients to target their criminogenic need. Local and, with the onset of technology aided programming, other providers are utilized to target a client's criminogenic needs for long-term success. Although there are always some setbacks, agents understand that relapses in behavior are a normal part of that change process.

Victim Concerns

The American Probation and Parole Association (APPA) states "Probation and parole professionals have important obligations for implementing victims' rights and providing services to crime victims. Further, there are important benefits to both crime victims and community corrections when these obligations are met. When victims are considered "clients" of community corrections agencies, they are more likely to be kept informed and involved and to receive information about and access to community and system-based services that can help them in the aftermath of a crime. In return, crime victims often can share useful information that can be critical to the effective management and community supervision of their perpetrators."

At the Department of Corrections, we are here to promote desistence from crime and thus less citizens victimized by deviant behaviors. Further, when there is a victim, agents incorporate their concerns within the pre-sentence investigation and keep both public safety and the specific needs of victims of

crime at the center of their ongoing supervision. Agents collaborate with justice partners such as victim services, county attorney's offices, and local law enforcement for such considerations.

For property crimes, one way to make victims whole is repayment of restitution. For crimes of violence such as sex specific crimes or domestic violence, the trauma and ongoing fear likely persists. Considerations of the movements of the client and housing are then also considered at the onset of supervision but also throughout supervision.

Correctional Fees

Please describe your agency's use of correctional fees including the following:

- Types of correctional services for which fees are imposed (supervision and program fee schedule).
- Aggregate amount of fees imposed in CY 2022.
- Aggregate amount of fees collected in CY 2022.

Fee Description	2022 Fees Imposed	2022 Fees Collected
DOC Supervision Fee	45,200.00	9,501.09
Total	45,200.00	9,501.09

Contracted Services and Proposals for New Services

The Minnesota Department of Corrections covers all electronic monitoring costs for supervised release clients through a contract with BI Incorporated. All counties, regardless of delivery system, have access to the contract. Monitoring is generally established prior to the client's release from the MN Correctional Facility or through a violation hearing or restructure recommendation.

- In 2023, the Department of Corrections funded a 45-day intervention center at the Northeast Regional Correctional Center (NERCC) for supervised release clients who are classified as high and very high risk and who are at risk for revocation to the Minnesota Correctional Facility for technical violations. These clients are required to comply with applicable programming, assessments or education dependent on their risk and needs. Chisago County is eligible to refer clients to this resource which is at no cost to the county.

STS Contract

Sentence to Service (STS) in Chisago County has traditionally been a jail alternative program designed to repay the community for harm incurred by an incarcerated person. STS avoids costly incarceration, provides work projects that are of benefit to the citizens of Chisago County by improving the condition of its resources, and improves competency levels for offenders through completion of meaningful work experiences.

By participating in STS, offenders indirectly make amends for their actions by contributing to work projects adding value to organizations and communities throughout the county. Under the direction of STS crew leaders, work projects are completed for public, non-profit, and government agencies.

In October of 2023, the STS Program was expanded to include those clients, on supervision, who are not incarcerated. Those clients may be sentenced to serve several days of STS as a sanction, they may be

given the option to serve STS in lieu of a jail term, or they may be allowed the opportunity to “work off” their fine by doing STS at the rate of \$10 per hour.

Dan Nesgoda has been the STS Crew Leader in Chisago County for several years. Some of the projects that they have done in or for Chisago County are as follows:

- **Bridge Construction:** Constructed a 24 foot by 8-foot bridge over a creek connecting the east and west side of Franzen County Park. The bridge will serve as a walking bridge for access to trails and for maintenance staff to get equipment to both sides of the park.
- **Playground:** Assisted County Parks in installing a new playground at Kost Dam Park. Part of the project that that STS was directly involved in was building a 6”x 6” timbered perimeter around the whole playground with handicap accessibility.
- **Storm cleanup:** STS worked Intensely on a thunder cell fall out storm that hit Wild River State Park in Chisago County July of 2023. The thunder cell collapsed and sent down drafts of 80 to 100 miles per hour over portions of the park. Roads and trails were completely impassable with dead oak trees from the outbreak of oak wilt decease along with other trees. Chisago County STS crew responded with other DNR crews around the State. It took 7 days of chain sawing and heavy equipment operations to open the roads and trails which was extremely dangerous and challenging as well being the top month for park visitors. As of January 2024, the STS crew is still taking down hazard trees in the park from the storm.
- **Historical Monument relocation:** STS removed and saved the Historical brick constructed Monument that was in front of the Chisago County Jail. The monument stood in front of the jail since the jail it was built. STS assisted Center City maintenance staff in moving it to a new location where it will be on display. The monument signified the old site of a headstone company dating back to the turn of the century. The monument was extremely heavy and very brittle which took planning and skill to move it.
- **Sandstone Bluff trail Rehab:** A rainstorm that hit last July washed away a segment of the Sandstone Bluff Trail at Interstate State Park in Taylor Falls. The trail is unique as it was carved out of a sandstone bluff and is the most sought-after hiking trail for park visitors. It overlooks the St Croix River valley and is routed by the famous “Hidden Falls Exhibit.” The uniqueness of the trail with its many board walks, steps and lookout platforms gives the hikers beautiful views. It was constructed by STS back in the early 2000’s. The rainstorm last July took out a segment above a ravine which is 100 feet to the bottom. STS reconstructed the 75-foot section which included a new retaining wall, drain tile with treadway drain areas, steps, and a railing for visitor safety over the ravine. The project took 3 weeks to complete. The State Park Office closed the trail system down for the summer and was delighted when STS took on the project and was able to reopen it to visitors within 3 weeks.

Budget

	FTEs	FY24	FY25	Total
Felony	5.80	\$ 708,448.99	\$ 740,329.20	\$ 1,448,778.19
Agent	4.00	\$ 433,356.43	\$ 452,857.47	\$ 886,213.90
Cost - CE		\$ 46,641.09	\$ 48,739.94	\$ 95,381.03

Cost - Interstate		\$ 17,402.43	\$ 18,185.53	\$ 35,587.96
Cost - Mgt-Admin		\$ 35,196.46	\$ 36,780.30	\$ 71,976.77
OAS Sr.	0.40	\$ 37,898.45	\$ 39,603.88	\$ 77,502.33
Supervisor	0.40	\$ 68,599.50	\$ 71,686.47	\$ 140,285.97
Support	1.00	\$ 69,354.63	\$ 72,475.59	\$ 141,830.23
Grand Total	5.80	\$ 708,448.99	\$ 740,329.20	\$ 1,448,778.19

Highlights

- Development and implementation of a Practice Model
- Development and implementation of a Coaching Model
- Addition of two agents to serve three counties.
 - Serve all three counties.
 - More efficient
 - Better supervision
 - Higher quality of interventions with clients
- Addition of an enhanced sex offender agent (each county now has one serving only that county)
- Addition of Decision Points (cognitive behavioral program for all medium and high-risk clients)
- Agents are case planning with all medium and high-risk clients.
- Northeast Regional Correctional Center

Appendix A Training Requirements

Title	Hours	Applicability	Description
Defensive Tactics	8	All DT trained staff	Recertification for all staff previously trained in defensive tactics.
Office Safety	3	All office staff (STS discretionary)	Office safety training w/scenarios
EBP Trainings	20	All Agents	2 hrs of training for each of the following: Case Planning, MI, CCP, Carey Guides, LSCMI/YLSCMI, formal/informal boosters, COPs Staff will be required to obtain the remaining 10 hours through self-learning opportunities and/or formal learning (literature review, webinars, EBP Café videos, additional boosters, other training opportunities). Staff can access EBP resource information: https://mn.gov/doc/assets/Virtual%20EBP%20Options%204-2023_tcm1089-572601.docx
Interstate Compact	2.5	All ICOTS Users	2.5 hours of refresher or advanced course regarding Adult Interstate Compact
Trauma Informed Care	1-2	All Staff	TBD
Intrastate Transfer/Release Planning	4	Agents	Updated policy changes (Spring 2024)
MNPAT	1	Staff who complete Bail Evaluations	Release January 2024 (training Dec 2023)

The below will be discretionary training.

Title	Hours	Applicability	Description
NARCAN	1	All staff carrying Narcan or requesting to carry	Naloxone training to administer nasal spray in OD incidents. Review of Opioid exposure and signs/symptoms
Chemical Irritant	1	All staff issued CI	TBD-is this needed for re-cert
Mental Health Training	TBD	All staff who have contact with clients	TBD
Tribal State Relations Training	TBD	All agent staff who work with Tribal Nations	Culturally Specific Training
Adverse Childhood Experience Training (ACES)	TBD	Agent Staff	Understanding the tool and what it means when working with clients
Sovereign Citizen Training	TBD	Agent Staff	Understanding the culture of sovereign citizens and how to work with this population

Appendix B Pre Trial-Standards

[conditional based on if using DOC standards]

Operationalized Mission

The DOC's mission as it relates to pretrial monitoring is to enhance public safety through evidence-based strategies that minimize re-arrest, ensure court appearance, and provide support for released defendants.

Staff will be educated in best practices regarding pre-trial monitoring and will share this knowledge with local stakeholders. It is strongly recommended that stakeholders meet and regularly discuss the framework within which pretrial monitoring will occur as well as to discuss responses to pretrial failures. Information pertaining to community safety issues regarding pretrial monitoring should be discussed with stakeholders on an on-going basis.

Universal Screening

A designated risk assessment tool approved by Judicial Council will be completed on all offenses required by Minnesota Statute 629.74, with encouragement for use on all assault related misdemeanor and gross misdemeanor offenses to include DANCO Violations. Court involved stakeholders will be encouraged to utilize the risk assessment scores, in addition to other information presented at the preliminary hearing, when making decisions regarding Release on Recognizance, Pre-trial Monitoring or Remanding a defendant.

Validated Pre-Trial Risk Assessments

Once placed on pre-trial monitoring, the designated risk assessment tool approved by Judicial Council will be used to determine level of supervision.

Sequential Bail Review

Process by which agents can target scheduled court hearings to address non-emergency violations of pre-trial monitoring, progress reports or make a recommendation to the Court to end pretrial monitoring in the community due to positive adjustment. Agents will not be requesting any changes to monetary bail. Agents may also request adjustment regarding conditions of supervision. Emergency issues will be addressed with the Court as needed.

Risk-Based Monitoring - Minimum Standards

Following a court order for pre-trial monitoring, a validated risk assessment as noted above will be utilized to place defendants into one of three categories for pre-trial monitoring:

- Only the highest risk defendants, based on the validated risk assessment, will receive formal pre-trial monitoring support. Low and Medium scores will result in minimal interaction with corrections staff.

- Low & Medium: Contact with the defendant will occur as needed and necessary to accomplish or assist in compliance with pre-trial monitoring conditions. These levels will involve monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations regarding new criminal behavior.
- Monitoring may take place electronically, by phone and/or virtually. Ideally, low scoring defendants will not be placed on pre-trial monitoring to DOC.
- High: Contact with the defendant will occur a minimum of once per month. Contact may be virtual and/or office visit. This level will involve monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations regarding new criminal behavior.

Focus for Contacts:

- Reminder of next Court date
- Update phone/address/employment information. Agent will remind client to contact Court Administration with updated address. Agent will provide updated address information to Court Administration as well.
- Inquire as to if they have had any new arrests/citations.
- Provide information around housing, employment and any other resources requested by the client.
- Follow up with any court ordered obligations as appropriate (i.e., chemical and/or mental health assessments, color wheel testing, etc.)
- Increase/decrease pre-trial monitoring in the community based on adjustment and/or risk assessment.

Boundaries of Pre-Trial Monitoring:

- Absolutely no discussion regarding any details of their alleged criminal offense. All defendants will be referred to their defense attorney for these types of discussions.
- Agents will not provide an opinion regarding plea agreements during the pre-trial monitoring process.
- Agents MAY comment on cooperation regarding pre-trial monitoring.
- Court Reporting Process (violations/progress/discharges)
- Violation/Progress/Discharge reports will be filed as needed by the agent directly with the Court for review and decision making. Copies will be served to the prosecuting attorney and defense attorney.
- Performance Measurement and Feedback
- Percentage of pre-trial defendants who made all Court appearances (CSTS enhancement is needed to track this information)
- Percentage of pre-trial defendants who remained compliant with Court conditions during pre-trial monitoring (not to include re-arrest)

- Percentage of pre-trial defendants who remained law abiding during their pre-trial monitoring.
- Validate the risk assessment tool approved by Judicial Council to target high risk defendants for placement on pre-trial monitoring.
- Comparisons between districts regarding successes in each risk level category.
- Develop specialized training program for Pre-Trial Division with technical assistance from the National Institute of Corrections (NIC).

(Insert if your county is considering a pretrial program)

<https://nicic.gov/pretrial-justice-how-maximize-public-safety-court-appearance-and-release-internet-broadcast>

Best Practices Based on NIC Article Reviews

Pre-Trial Monitoring

Committee Findings: Studies were a bit dated with mixed results. Pre-Trial Monitoring did not appear to impact re-arrest rates. Studies did not look at specific conditions when Pre-Trial Monitoring was ordered.

Recommendations:

- Pre-Trial Monitoring should be used only in those cases scoring high risk on a validated assessment tool.
- Pre-Trial Monitoring should be used to offer support services such as referrals for mental health, chemical health, employment, housing, etc.
- Pre-Trial Monitoring conditions should be individualized to the defendant vs. having blanket conditions for everyone.

Court Date Notification Systems

Committee Findings:

Court notification systems were found to significantly impact court appearance rates. It worked best when specific information was provided, such as next court date, location of courthouse, & consequences for non-appearance. Additionally, a notice sent following a missed court appearance along with instructions as to how to resolve this issue, decreased the number of warrants issued. Electronic notices (texts/voicemails/broadcast messaging) are good, but live reminders are better and resulted in the defendant being twice as likely to show up for court. This was the most well researched and effective intervention regarding court appearances. Proven to save jail beds as well as minimize the impact to the defendant regarding employment, housing, and family responsibilities.

Recommendations:

- Post information in lobby areas describing how to sign up for State Court Administration e-court reminders.
- If placed on Pre-Trial Monitoring, assist defendant in setting up the e-reminders.

Pre-Trial Assessment Tools

Committee Findings: Pre-Trial assessment tools can improve outcomes and guide the investment of resources. Implementation with fidelity as well as a process for quality assurance is crucial. Assessment tools need to be validated on the populations they serve to ensure minority communities are not negatively impacted and cut off scores are normed.

Recommendations:

Factors to review regarding validation of the Judicial Council approved assessment tool:

- Disparity regarding minority populations
- Cut off scores for low, medium, and high.
- AUC score
- Quality Assurance - annual booster trainings

Implementation –training staff on the validated assessment tool following approval of the tool by Judicial Council.

Pre-Trial Detention

Committee Findings: Pre-Trial Detention should be reserved for serious/violent crimes. Detaining low/moderate risk defendants can make them worse given they are likely to be detained with higher risk individuals and defendant's social supports are removed during this time. When defendants are detained with bail, they are unable to pay, many plead guilty to get out of jail. Defendants who were detained were more likely to experience the following collateral consequences:

- Harsher and/or longer sentences.
- Increased likelihood of re-arrest long term – increased recidivism

Difficulties maintaining employment/housing.

- Recommendations:
Quality risk assessments provided to the Court can assist in judicial decision-making regarding detention.

Pre-Trial Drug Testing

Committee Findings: Based on research from the 1980's and 1990's, there is no connection between drug testing and pre-trial success and/or failure. Information regarding the specifics

of who was selected for drug testing is lacking. For example, was drug testing a blanket condition or individualized to the defendant's risk/need? There was a correlation between those that showed up for drug testing and court appearances. If defendants showed up for drug testing, they also tended to show up for court. If defendants failed to show up for drug testing, they also tended to not appear for court.

Various additional studies indicate a direct relationship between the use of illegal substances and crime. Of particular note, is the high propensity for violence when individuals are under the influence of opiates and/or methamphetamine.

Recommendations:

- Drug testing should be reserved for high-risk defendants.
- Drug testing should be individualized to target defendant's risk/need and not used as a blanket condition for pre-trial monitoring.
- Drug testing can improve outcomes for defendants when a positive relationship is built, and pre-trial agents respond to positive test results in a supportive manner.
- Drug testing can serve as a support for defendants who choose to address their chemical dependency issues.

Pre-Trial Location Monitoring (EHM)

Committee Findings: There is very little research on EHM at the pre-trial stage. Studies have mixed outcomes and depending on which study you read, defendants on EHM are more, less, or equally likely to appear for court and/or remain law abiding than those not placed on EHM. Of further note, defendants placed on EHM had increased technical violations compared to defendants not placed on EHM. Many of these technical violations were due to equipment issues.

Recommendations:

Electronic Home Monitoring / Electronic Alcohol Monitoring should be reserved for high-risk defendants unless otherwise statutorily required.

Appendix C Overview of Supervision Population (INCLUDING SR, ISR and pre-trial)

Describe your agency's supervision year-end population for calendar years (CY) 2020, 2021, and 2022 broken out as follows in table or graph form. Follow the same instructions/parameters as you use for reporting on the annual probation survey.ⁱ

- Pre-trial Population

*Pretrial Agent Tasks

Adult	2020 Hispanic	2020 Unknown	2020 Total	2021 Hispanic	2021 Unknown	2021 Total	2022 Hispanic	2022 Unknown	2022 Total	Grand Total
Female	29	29	29	22	22	22	1	32	33	84
Felony	28	28	28	21	21	21	1	29	30	79
Am Ind/Alaskan Nat	1	1	1	5	5	5		2	2	8
Asian/Pacific Islander	1	1	1							1
Black	1	1	1				1		1	2
Unknown					2	2				2
White	25	25	25	14	14	14		27	27	66
Gross Misdemeanor	1	1	1	1	1	1		2	2	4
Am Ind/Alaskan Nat	1	1	1							1
White				1	1	1		2	2	3
Misdemeanor								1	1	1
White								1	1	1
Male	1	93	94	3	138	141		153	153	388
Felony	1	91	92	3	135	138		148	148	378
Am Ind/Alaskan Nat	1	1	1	6	6	6		5	5	12
Asian/Pacific Islander	2	2	2	1	1	1		7	7	10
Black	6	6	6	7	7	7		11	11	24
Unknown	1	2	3	2	1	3		1	1	7
White	80	80	80	1	120	121		124	124	325
Gross Misdemeanor	2	2	2	3	3	3		2	2	7
White	2	2	2	3	3	3		2	2	7
Misdemeanor								3	3	3
White								3	3	3
Grand Total	1	122	123	3	160	163	1	185	186	472

○ Probation Population

Year	Type	County	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2020	DOC	Chicago	Felony	371	130	133	370	263	107	347	10	6	5	2	2	368
Total				371	130	133	370	263	107	347	10	6	5	2	2	368

Year	Type	County	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2021	DOC	Chicago	Felony	374	131	153	351	245	106	325	6	10	3	7	3	348
Total				374	131	153	351	245	106	325	6	10	3	7	3	348

Year	Type	County	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
2022	DOC	Chicago	Felony	339	154	170	323	239	84	296	11	7	5	4	4	319
Total				339	154	170	323	239	84	296	11	7	5	4	4	319

○ Supervised Release (SR), Parole, and Intensive Supervised Release (ISR) Population

	2020		2021		2022		Grand Total	
	Non Hispanic	Hispanic	Non Hispanic	Hispanic	Non Hispanic	Hispanic	Non Hispanic	Hispanic
Intensive Supervised Release	3	3	2	2	2	2	5	5
Male	3	3	2	2	2	2	5	5
Black	1	1					1	1
White	2	2					2	2
White-Non-Hispanic			2	2	2	2	2	2
Parole	1	1	1	1	1	1	2	2
Male	1	1	1	1	1	1	2	2
White	1	1					1	1
White-Non-Hispanic			1	1	1	1	1	1
Parole/Standard Supervised Release					1	1	1	1
Male					1	1	1	1
White-Non-Hispanic					1	1	1	1
Standard Supervised Release	33	33	1	1	23	31	88	88
Female	1	1			1	1	2	2
White	1	1					1	1

White–Non-Hispanic										
Male	32	32	1	23	24	30	30	1	1	86
American Indian or Alaskan Native	2	2								2
American Indian-Non Hispanic						1	1	1	1	1
Asian-Non Hispanic				1	1	3	3			4
Black	4	4								4
Black-Non Hispanic						1	1			1
White	26	26								26
White–Hispanic			1		1					1
White–Non-Hispanic				22	22	25	25			47
Grand Total	37	37	1	26	27	32	32	32	32	96

In addition, please provide the following:

- Average Caseload Sizes by Caseload Type
- Percentage and number of probation clients by Risk Levels (Very High/High, Medium, Low, and Unknown)

**Select agents supervise clients across multiple counties. *Risk Level snapshot in Dec 2022.*

Risk Level	High #	Low #	Medium #	Per Policy-No Assmt Required		Prescreen Low--No Assmt		Unknown #	Total #	Total %
				#	%	#	%			
Adult	28	100.00%	186	100.00%	85	100.00%	1	100.00%	6	100.00%
Brenna Davidson	9	32.14%	47	25.27%	38	44.71%		5	20.00%	99
Carter XDiers-JW	14	50.00%	53	28.49%	41	48.24%	1	100.00%	119	35.95%
David M. Sorenson	1	0.00%	1	0.54%		0.00%		10	40.00%	1
Jeremy Boote	1	3.57%		0.00%		0.00%		1	0.00%	0.30%
Sarah L. Weikle	4	14.29%	24	12.90%	5	5.88%		7	28.00%	40
Teresa M. Goebel										
Tessa JS Nelson										
Grand Total	28	100.00%	186	100.00%	85	100.00%	1	100.00%	25	100.00%
									331	100.00%

Adult														
Assignment Type	High		Low		Medium		Per Policy-No LSCMI		Prescreen Low--No Asmt		Unknown		Total	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%
Felony	28	100.00%	185	99.46%	85	100.00%		0.00%	6	100.00%	24	96.00%	328	99.09%
Enhanced Supervision	18	64.29%	2	1.08%	2	2.35%		0.00%		0.00%	1	4.00%	23	6.95%
ESO Phase 1	4	14.29%	2	1.08%	1	1.18%		0.00%		0.00%	5	20.00%	12	3.63%
ESO Phase 2	1	3.57%	1	0.54%	3	3.53%		0.00%		0.00%		0.00%	5	1.51%
ESO Phase 3		0.00%	13	6.99%		0.00%		0.00%		0.00%	2	8.00%	15	4.53%
ESO Phase 4		0.00%	8	4.30%	1	1.18%		0.00%		0.00%		0.00%	9	2.72%
Intake/Pretrial/Investigation														
Caseload-includes incoming transfers		0.00%		0.00%		0.00%		0.00%		0.00%	2	8.00%	2	0.60%
Traditional Supervision	5	17.86%	159	85.48%	78	91.76%		0.00%	6	100.00%	14	56.00%	262	79.15%
Gross Misdemeanor		0.00%	1	0.54%		0.00%	1	100.00%		0.00%	1	4.00%	3	0.91%
Traditional Supervision		0.00%	1	0.54%		0.00%	1	100.00%		0.00%	1	4.00%	3	0.91%
Grand Total	28	100.00%	186	100.00%	85	100.00%	1	100.00%	6	100.00%	25	100.00%	331	100.00%

Please also provide the following outcomes for CY 2022:

- Percent of adult probation cases successfully closed and unsuccessfully closed.
- Percent of juvenile probation cases successfully closed and unsuccessfully closed.

Adult										
	Successful # of cases	%	Unsuccessful # of cases	%	Total # of cases					
Felony	122	76.25%	21	13.13%						
Discharge-Early	59	36.88%		0.00%						
Discharge-Expiration	41	25.63%		0.00%						
Dismiss	22	13.75%		0.00%						
Executed-Client Demanded-COC serving MCF (Felony Supervision)		0.00%	4	2.50%						
Executed-COC but serving Local (Felony Supervision)		0.00%	1	0.63%						
Executed-COC serving MCF (Felony Supervision)		0.00%	16	10.00%						
Gross Misdemeanor	11	6.88%		0.00%						
Discharge-Early	3	1.88%		0.00%						
Discharge-Expiration	5	3.13%		0.00%						
Dismiss	3	1.88%		0.00%						
Misdemeanor	5	3.13%	1	0.63%						
Discharge-Early	1	0.63%		0.00%						
Discharge-Expiration	2	1.25%		0.00%						
Dismiss	2	1.25%		0.00%						
Executed-COC serving MCF (Felony Supervision)		0.00%	1	0.63%						
Grand Total	138	86.25%	22	13.75%						



Chisago County
Department of Environmental Services

TAB 8

Kurt Schneider, Environmental Services Director
313 N. Main Street, Suite 240 | Center City, MN 55012
Office: 651-213-8374 | Email: Kurt.Schneider@chisagocountymn.gov

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: August 14, 2024
Re: **August 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 August 21, 2024, meeting.

Action Items:

1. Receive Directors Report
2. Mallory Mack Mack Estates Preliminary Plat
3. Haven Homes, LLC Peaceful Sunrise Preliminary Plat
4. *Emerging Opportunities* Land Acquisition State Legacy Grant Application (Swedish Immigrant Regional Trail)
5. Chisago Lakes Lake Improvement (LID) District Invasive Phragmites Treatment Contracts – Lake Management Inc. and MN Native Landscapes
6. Chisago Lakes Lake Improvement (LID) District, North Center / North Lindstrom Channel Project Contract – Lake State Realty Service Appraisal Services

Informational Item(s):

Board of Adjustment and Appeals:

The regularly scheduled Board of Adjustment meeting is scheduled for Thursday, August 29th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday August 28th departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owners Duane & Sandra McCall are requesting a Variance in order to exceed the maximum allowable amount of accessory storage space in the Rural Residential II (RRII) District. The 5.01± acre subject site is located at 52469 Belle Isle Drive in Nessel Township, S11, T37, R22 (PID 06.00236.01).
2. Property owners James & Kalee Blood are requesting a Variance in order to expand a non-conforming structure (dwelling) and install a new septic system, both with reduced Ordinary High Water Level (OHWL) setbacks, in the Agricultural (AG) District / Shoreland Management District / Sunrise River Overlay (SO) District. The proposed dwelling addition will be located closer to the OHWLs of the Sunrise River and Vibo Creek than required and the proposed septic system will be located closer to the OHWL of the Sunrise River than



Chisago County

Department of Environmental Services

Kurt Schneider, Environmental Services Director

313 N. Main Street, Suite 240 | Center City, MN 55012

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required. The combined 34± acre subject site is located at 36412 Locke Avenue in Sunrise Township, S31 and 32, T35, R20 (PIDs 09.00386.10 and 09.00367.00).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, September 5th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for September 4th departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City.

Items for consideration during the meeting include:

1. Property owner Kale Wolff and applicant Federated Co-ops Inc. are requesting the Rezoning of two parcels from Rural Village Center (RVC) District to Commercial / Limited Industrial (CLI) District. The subject properties, totaling 2.95± acres, are located at 18397 St. Croix Trail / TH 95 in Shafer Township, S9, T34, R19 (PIDs 08.00099.00 and 08.00095.00).
2. Property owners Becky Meyer & William Lloyd are requesting an Amendment to an Interim Use Permit granted in 2023 allowing a Commercial Kennel on 37.05± acres in the Agricultural (AG) District. The proposed Amendment includes, but is not limited to, relocation of a fenced enclosure for animals, different fencing material for the fenced enclosure than originally proposed, and allowance for animals to be boarded within the dwelling. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township, S16, T35, R20 (PID 09.00168.00).
3. Property owner Joseph Winberg is requesting approval of the Preliminary Plat of Winberg Addition involving the creation of two 5± acre lots, with frontage on Wilcox Road, from a combined 80± acre tract of land located in the Agricultural (AG) District. The plat request includes two subject properties, with one located at 11290 Wilcox Road and the other generally located north and northwest of 11290 Wilcox Road in Sunrise Township, S18 and 7, T35, R20 (PIDs 09.00189.00 and 09.00078.00).

General Department Informational Item(s):

Revenue associated with land use and construction permit activity thru July 31, 2024, is \$718,028 or 77% of projected 2024 revenue. Permit volumes remain strong. As discussed at the August 14th Budget and Finance workshop, the revenue projections thru the end of year remain strong due in large part to fee schedule policy adjustments for 2024 and continued pace of construction activities. The general permit activity tabulations report/table for June year to date are attached.

Wi-Fi in the parks project planning and implementation is underway! Thanks to CIP funding for 2024, collaboration with our IT staff, and over \$110,000 in MIDCO internet service provider build costs at no direct added costs to the County we anticipate Checkerboard and Ki-Chi-Saga Parks will have active WiFi by early fall. Also in Parks, along with the recent crack filling and fog seal activities on the Sunrise Prairie Regional Trail, staff recently completed the installation of three (3) new trailhead kiosks (Wyoming, North Branch, and Harris) and is now identifying locations and logistics needed to install 17 new benches along the entire 21.5 mile trail.



Chisago County

Department of Environmental Services

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2024 Building Permit Report July YTD:

Building Summary: Year to Date (YTD)																	
Location	New House		Additions/Alterations		Mechanical		Accessory		Commercial		Multi-Family		Septic Systems		Septic Certifications		
	July	YTD	July	YTD	July	YTD	July	YTD	July	YTD	July	YTD	July	YTD	July	YTD	
Amador	-	2	9	46	-	5	2	5	-	3	-	-	2	2	1	8	
Chisago Lake	1	7	26	79	7	23	3	17	-	-	-	-	4	11	2	27	
Fish Lake	1	3	3	30	-	10	2	13	-	1	-	-	2	6	3	13	
Franconia	-	3	7	29	2	5	2	7	-	3	-	-	-	1	1	6	
Nessel	2	4	5	38	2	10	2	9	-	1	-	-	2	7	3	14	
Rushseba	1	2	3	11	-	-	-	1	-	-	-	-	2	5	1	6	
Shafer	-	3	5	20	-	2	-	5	-	-	-	-	-	5	3	8	
Sunrise	-	5	9	78	2	8	-	13	1	4	-	-	1	3	-	10	
Center City	1	1	2	14	-	4	-	1	-	5	-	-	-	-	-	-	
Chisago City	1	2	29	68	6	35	-	4	3	9	-	-	6	11	3	11	
City of Harris	-	2	6	29	1	7	-	2	1	3	-	-	1	2	-	4	
City of Lindstrom	-	6	29	98	10	35	-	3	1	7	-	-	-	-	-	-	
Rush City	-	3	7	27	3	7	1	4	1	8	-	1	-	-	-	-	
City of Shafer	-	-	2	9	-	3	-	-	-	2	-	-	-	-	-	1	
City of Stacy	-	1	13	62	7	25	1	11	-	4	-	-	1	6	3	18	
City of Taylors Falls	-	-	3	14	1	6	-	-	-	2	-	-	-	-	-	-	
Totals:	7	44	158	652	41	185	13	95	7	52	-	1	21	59	20	126	
*City of Stacy and Lent Township Merged: Listed as City of Stacy																	
															Total Permits in July		267

Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 9
Title of Item for Consideration: Mallory Mack “Mack Estates” Preliminary Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Property owners Bonny and Paule Mack and Applicant Mallory Mack are requesting Preliminary Plat approval of Mack Estates. The subject 80-acre property is proposed to be divided as one 5 acre lot. The property is located at 26995 Redwing Avenue / CR 86 in Franconia Township, (PID # 04.00218.00). At their meeting of August 1, 2024, the Planning Commission conducted the requisite public hearing on the proposed Mack Estates Preliminary Plat and recommended unanimous approval (5-0) with conditions, per Resolution No. PC2024-0801. 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, October 26, 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 recommendation of the Planning Commission to approve the Mack Estates Preliminary Plat: “Move to Approve Resolution No. 24/0821-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Mack Estates generally located at 26995 Redwing Avenue / CR 86 in Franconia Township, (PID # 04.00218.00)”	
Implications of Action – Recommended Board action grants approval of the Mack Estates Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board.	

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve C EB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Preliminary Plat of Mack Estates

**Bonny & Paul Mack
Mallory Mack
26995 Redwing Avenue / CR 86
Franconia Township
PID 04.00218.00**

Site Analysis

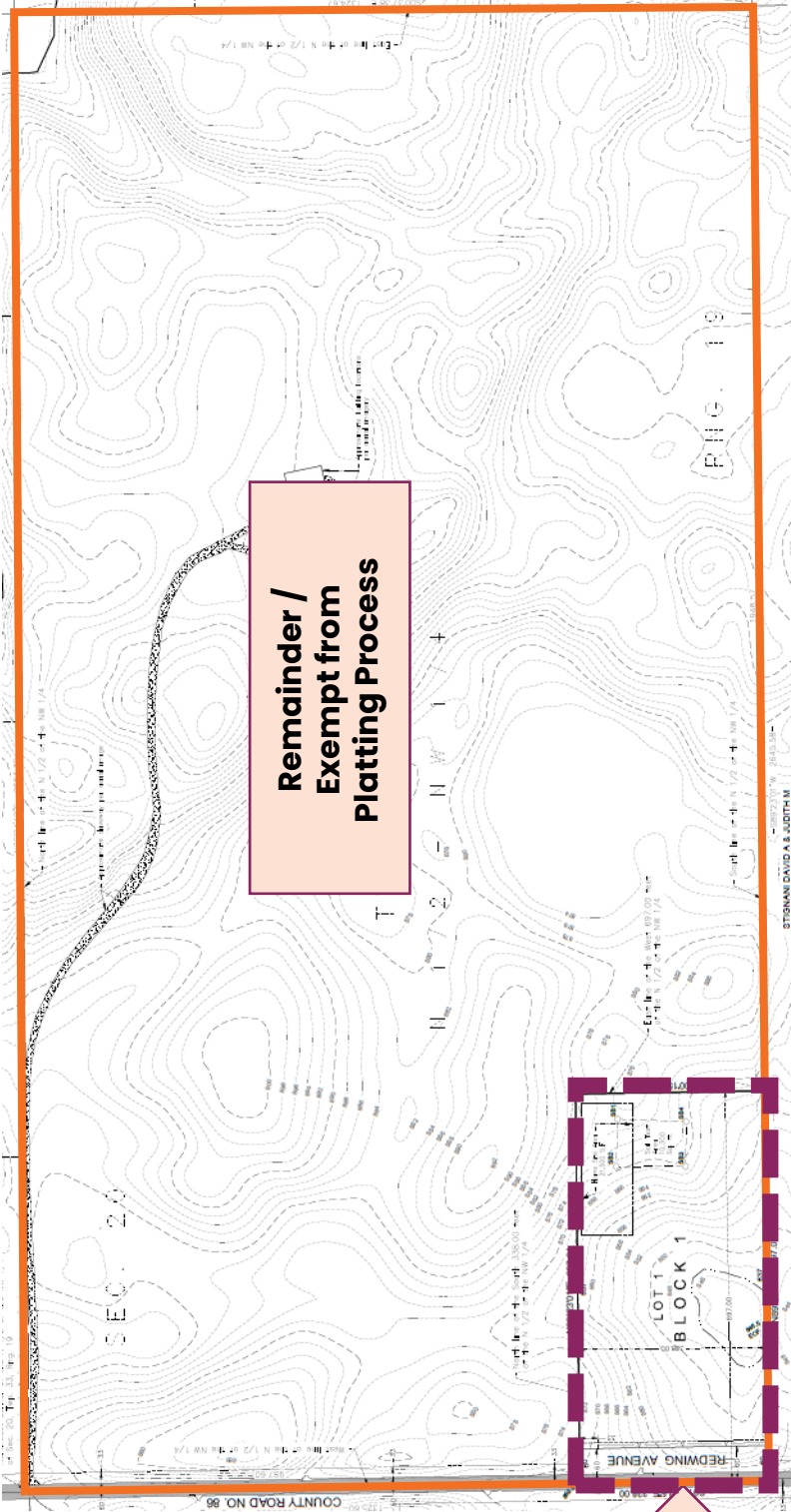
Subject site is 80± acres in size and generally located approximately nine-tenths of a mile south of Pleasant Valley Road / CSAH 26 and approximately three-quarters of a mile north of 260th Street on the east side of Redwing Avenue / CR 86 in Franconia Township.

- Subject site and all surrounding properties are located within the Agricultural (AG) District.
- Topography of the proposed lot includes elevations ranging from 846’ in the south central portion of the lot to 878’ in the extreme northeast corner. The proposed lot features existing trees along the south property boundary as well as a stand of trees approximately three-quarters of an acre in size. There are no identified wetlands.
- Surrounding properties range widely in size from 4.5 acres to 80 acres, with most surrounding properties having been developed for residential use and/or are being used for agricultural purposes.



Proposal Analysis

Property owners **Bonny & Paul Mack** and applicant **Mallory Mack** are seeking approval of the Preliminary Plat of Mack Estates, involving the creation of one 5+acre lot from the 80± acre tract of land.



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 lot. As proposed, Lot 1, Kost Ranch complies with the County's dimensional requirements.

AG District Minimum Requirements	Lot Size	Lot Width*	Lot Depth**	Home Site Area
Lot 1, Block 1	5 acres 4.94± acres (5.41 acres with dedicated Right-of-Way)	300 feet 338'±	300 feet 697'±	21,500 square feet 21,500 sf

Review Process



Technical Review Committee July 10, 2024

- The soils report and wetland delineation have been verified and found to be accurate.
- The Committee did not identify any immediate concerns.



Franconia Town Board July 9, 2024

The Town Board recommended approval with no comments or conditions.



Review Period

The ordinance prescribed 120-day review period is scheduled to expire on October 26, 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 Mack Estates with conditions and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. The Preliminary Plat of Mack Estates is approved per plat drawing dated signed June 26, 2024. Any significant deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. 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

- Recommend that the County Board **approve** the Preliminary Plat of Mack Estates 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 Mack Estates based on factors deemed appropriate.
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Preliminary Plat of Mack Estates.
4. **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 October 26, 2024 allowing the Planning Commission to further consider the request at its September 5, 2024 meeting.

Action Requested

76 Motion to adopt Resolution No. PC2024-0801, a resolution recommending approval of the Preliminary Plat of Mack Estates, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Mack Estates
 26995 Redwing Avenue / CR 86, Franconia Township
 DATE: August 1, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Mack Estates.

SITE & APPLICATION INFORMATION

Property Owner(s): Bonny & Paul Mack
 Applicant(s): Mallory Mack
 General Location: 26995 Redwing Avenue / CR 86
 Franconia Township
 Section 20, Township 33, Range 19
 PIDs: 04.00218.00
 Property Area: 80± 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: June 26, 2024
 Date Application Complete: June 28, 2024
 120-Day Review Period: October 26, 2024

BACKGROUND

Property owners Bonny & Paul Mack and applicant Mallory Mack are seeking approval of the Preliminary Plat of Mack Estates, involving the creation of one 5± acre lot from the 80± acre tract of land located at 26995 Redwing Avenue / CR 86 in Franconia Township.



SITE & PROPOSAL ANALYSIS

The 80± acre subject site is generally located approximately nine-tenths of a mile south of Pleasant Valley Road / CSAH 26 and approximately three-quarters of a mile north of 260th Street on the east side of Redwing Avenue / CR 86 in Franconia Township. The subject site is currently developed with a dwelling and several detached accessory structures and also appears to be used for agricultural purposes. The subject site and all surrounding properties are located within the County's Agricultural (AG) District.

Topography of the proposed lot includes elevations ranging from 846' in the south central portion of the lot to 878' in the extreme northeast corner. The proposed lot features existing trees along the south property boundary as well as a stand of trees approximately three-quarters of an acre in size. There are no identified wetlands.

The attached plat drawing shows a 21,500 sf Home Site Area and a combined 10,300 sf septic area in the northeast corner of the proposed lot.

Surrounding properties range widely in size from 4.5 acres to 80 acres, with most surrounding properties having been developed for residential use and/or are being used for agricultural purposes.

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed lot. As proposed, Lot 1, Block 1, Mack Estates complies 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, Block 1	4.94± acres (5.41 acres with dedicated Right-of-Way)	338'±	697'±	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 applicant Mallory Mack on July 10, 2024. The Committee did not identify any immediate concerns. The soils report and wetland delineation have been verified by County staff and found to be accurate.

The Franconia Town Board reviewed the proposed Preliminary Plat at its July 9, 2024 meeting and recommended approval with no conditions or comments.

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 October 26, 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 Mack Estates with conditions and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. The Preliminary Plat of Mack Estates is approved per plat drawing dated signed June 26, 2024. Any significant deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. 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 Mack Estates 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 Mack Estates based on factors deemed appropriate. (*Note: The Commission will need to include specific factor(s) for denial in its motion.*)
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Preliminary Plat of Mack Estates.
4. **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 October 26, 2024 allowing the Planning Commission to further consider the request at its September 5, 2024 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0801, a resolution recommending approval of the Preliminary Plat of Mack Estates, 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. PC2024-0801



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 2024-1158

Township Franklin S/T/R 20/33/19 PID# 04.00218.00

Project Address 26995 Redwing Avenue Shoreview, MN 55074

Property Owner(s) Bonny and Paul Machs

Mailing Address (If Different from Project Address) _____

Phone# [REDACTED] Email _____

Applicant(s) Mallory Machs

Mailing Address (If Different from Project Address) 10279 24th St N Scandia MN 55073

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) one lot Plat.

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

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

Mallory Machs
Applicant Signature

6-26-2024
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.

Fees

Base Fee	\$ <u>500.00</u>
Recording Fee	\$ <u>46.00</u>
Plat Fee – No Road(s) / With Road(s)	\$ <u>150.00</u>
Septic Compliance Fee	\$ _____
Wetland Fee	\$ <u>Has been paid #24-993</u>
TOTAL FEE	\$ <u>696</u>

Dates

Application Received	<u>6-26-24</u>
Application Complete	<u>6-28-24</u>
60 / 120 Day Review Period	<u>10-24-24</u>
Extended Review Period	_____



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Francis S/T/R 20/33/19 PID# 04.00218-00

Project Address 26995 Redwing Ave Shore, MN

Property Owner(s) Benny and Paul Mach

Mailing Address (If Different from Project Address) _____

Phone# [REDACTED] Email _____

Applicant(s) Mallory Mach

Mailing Address (If Different from Project Address) 10279 246th St N Scandia, MN

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) 1 5 acre lot

Mallory Mach
Applicant Signature

6-26-2024
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 August 1, 2024 Date of Township Presentation July 9, 2024

Township Action Taken (Township Use Only)

- ☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Signatures of Township Officials or Authorized Personnel

[Signature] [Signature]

Bonny & Paul Mack and Mallory Mack – Property owners Bonny & Paul Mack and applicant Mallory Mack are requesting approval of the Preliminary Plat of Mack Estates involving the creation of one 5± acre lot from an 80± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 26995 Redwing Avenue / CR 86 in Franconia Township, S20, T33, R19 (PID 04.00218.00).

04.00218.00

Chicago ENVIRONMENTAL SERVICES

Bonny & Paul Mack and Mallory Mack – Property owners Bonny & Paul Mack and applicant Mallory Mack are requesting approval of the Preliminary Plat of Mack Estates involving the creation of one 5± acre lot from an 80± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 26995 Redwing Avenue / CR 86 in Franconia Township, S20, T33, R19 (PID 04.00218.00).



RESOLUTION NO. PC2024-0801
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF MACK ESTATES

WHEREAS, property owners Bonny Mack & Paul Mack and applicant Mallory Mack submitted an application dated received June 26, 2024 and considered complete on June 28, 2024 for the Preliminary Plat of Mack Estates; and

WHEREAS, the property owners wish to create one 5±-acre lot from the 80± acre subject site; and

WHEREAS, the subject site is located at 26995 Redwing Avenue / CR 86 in Franconia Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00218.00

The North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section Twenty (20), Township Thirty-three (33), Range Nineteen (19).

WHEREAS, notice was provided and on August 1, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner(s) and/or applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Mack Estates 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 Mack Estates is approved per plat drawing dated signed June 26, 2024. Any significant deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. 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 1st day of August, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Acting Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0821-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF MACK ESTATES

WHEREAS, property owners Bonny Mack & Paul Mack and applicant Mallory Mack submitted an application dated received June 26, 2024 and considered complete on June 28, 2024 for the Preliminary Plat of Mack Estates; and

WHEREAS, the property owners wish to create one 5±-acre lot from the 80± acre subject site; and

WHEREAS, the subject site is located at 26995 Redwing Avenue / CR 86 in Franconia Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00218.00

The North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section Twenty (20), Township Thirty-three (33), Range Nineteen (19).

WHEREAS, notice was provided and on August 1, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owners and applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Mack Estates with conditions per Resolution No. PC2024-0801; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Mack Estates and the Planning Commission's recommendation at its August 21, 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 Mack Estates, subject to the following conditions:

1. The Preliminary Plat of Mack Estates is approved per plat drawing dated signed June 26, 2024. Any significant deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.

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

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: August 21, 2024

Marlys Dunne

Chair, Board of Commissioners

ATTEST:

Chase Burnham

County Administrator

Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 10
Title of Item for Consideration: Haven Homes “Peaceful Sunrise” Preliminary Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Haven Homes, LLC is requesting Preliminary Plat approval of Peaceful Sunrise. The subject 9.3 acre property is proposed to be divided as one 9 acre lot. The property is located at 29813 Rydeen Avenue, Franconia Township, (PID # 04.00065.40). At their meeting of August 1, 2024, the Planning Commission conducted the requisite public hearing on the proposed Peaceful Sunrise Preliminary Plat and recommended unanimous approval (5-0) with conditions, per Resolution No. PC2024-0802. 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, October 26, 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 recommendation of the Planning Commission to approve the Peaceful Sunrise Preliminary Plat: “Move to Approve Resolution No. 24/0821-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Peaceful Sunrise generally located at 29813 Rydeen Avenue, Franconia Township, (PID # 04.00065.40)”	
Implications of Action – Recommended Board action grants approval of the Peaceful Sunrise Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board.	

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Preliminary Plat of Peaceful Sunrise

**Haven Homes, LLC
29813 Rydeen Avenue
Franconia Township
PID 04.00065.40**

Background

Based on County records, the existing 9.3± acre subject site was created on September 13, 1999 through the recording of a deed. While this would have been the correct process prior to June 3, 1999, the County's Subdivision Ordinance in effect at that time required that the parcel be created through the formal platting process being that it was less than 20 acres in size with at least 500' in all dimensions. Staff was made aware of the unlawfully created parcel when the property owner applied for a building permit in early 2024. The building permit was denied and the property owner was provided with a written explanation for the denial as well as an opportunity to provide documentation demonstrating that the parcel was created lawfully as a means of reversing staff's determination. No such documentation was provided and, as a remedy, the property owner initiated the platting process.

Site Analysis

Subject site is 9.3± acres in size and generally located approximately 1,000' south of Highway 8 at the northeast corner of Rydeen Avenue and Franconia Trail in Franconia Township.

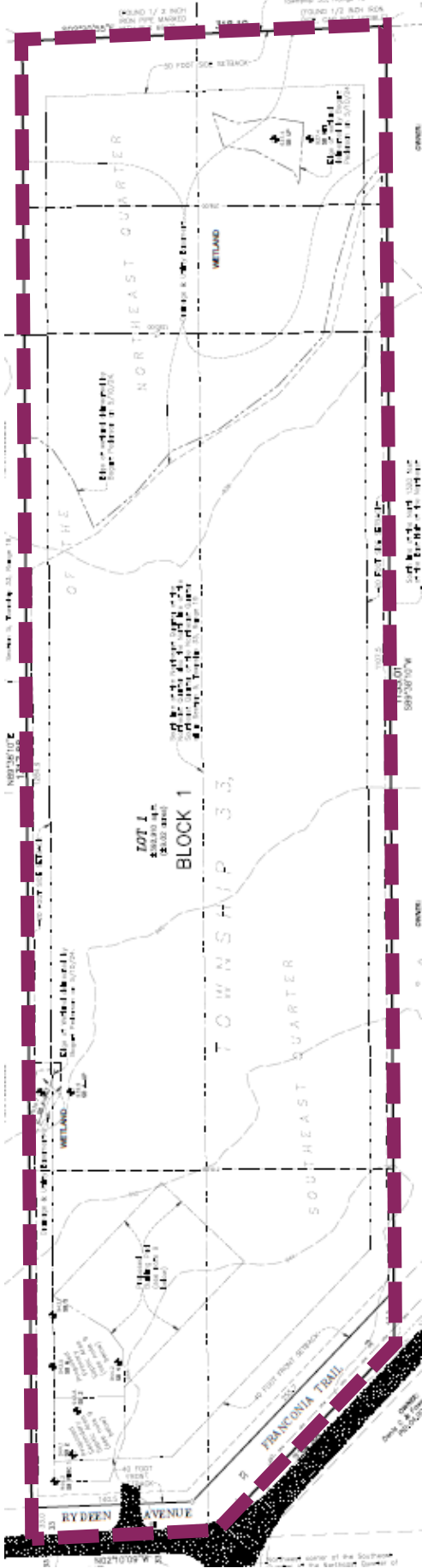
Subject site and all surrounding properties are located within the Agricultural (AG) District.

- Topography of the subject site and proposed lot include fairly level elevations ranging from 937' over the eastern portion of the property to 945' adjacent to the roadways. The proposed lot features two distinct wetland areas and is otherwise primarily open grassland.
- Surrounding properties range in size from five acres to 40 acres, with most surrounding properties having been developed for residential use and/or are being used for agricultural purposes.



Proposal Analysis

Property owner Haven Homes, LLC is seeking approval of the Preliminary Plat of Peaceful Sunrise, involving the creation of one 9± acre lot from the 9.3± acre tract of land.



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 lot. As proposed, Lot 1, Block 1 Ponytail Addition complies 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, Block 1	9± acres (9.3± acres with dedicated Right-of-Way)	400'±	1,236'±	21,751 sf

Review Process



Technical Review Committee July 10, 2024

- The soils report and wetland delineation have been verified and found to be accurate.
- The Committee did not identify any immediate concerns.



Franconia Town Board July 9, 2024

The Town Board recommended approval with no comments or conditions.



Review Period

The ordinance prescribed 120-day review period is scheduled to expire on October 26, 2024.

Staff Recommendation

Chisago County Board of Commissioners
August 21st 2024

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 Peaceful Sunrise with conditions and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. The Preliminary Plat of Peaceful Sunrise is approved per plat drawing dated signed June 21, 2024 and revised last on June 28, 2024. Any significant deviation from the approved plat drawing 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

Recommend that the County Board **approve** the Preliminary Plat of Peaceful Sunrise with conditions presented or amended.

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 Peaceful Sunrise based on factors deemed appropriate.

3. Continue the public hearing to a specific date in order to receive additional public testimony prior to making a recommendation on the Preliminary Plat of Peaceful Sunrise.

4. 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 October 26, 2024 allowing the Planning Commission to further consider the request at its September 5, 2024 meeting.

Action Requested

19 Motion to adopt Resolution No. PC2024-0802, a resolution recommending approval of the Preliminary Plat of Peaceful Sunrise, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Peaceful Sunrise
 29813 Rydeen Avenue, Franconia Township
 DATE: August 1, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Peaceful Sunrise.

SITE & APPLICATION INFORMATION

Property Owner(s): Haven Homes, LLC
 Applicant(s): Haven Homes, LLC
 General Location: 29813 Rydeen Avenue
 Franconia Township
 Section 5, Township 33, Range 19
 PIDs: 04.00065.40
 Property Area: 9.3± 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: June 25, 2024
 Date Application Complete: June 28, 2024
 120-Day Review Period: October 26, 2024



BACKGROUND

Property owner Haven Homes, LLC is seeking approval of the Preliminary Plat of Peaceful Sunrise, involving the creation of one 9± acre lot from the 9.3± acre tract of land located at 29813 Rydeen Avenue in Franconia Township.

Based on County records, the existing 9.3± acre subject site was created on September 13, 1999 through the recording of a deed. While this would have been the correct process prior to June 3, 1999, the County's Subdivision Ordinance in effect at that time required that the parcel be created through the formal platting process being that it was less than 20 acres in size with at least 500' in all dimensions. Staff was made aware of the unlawfully created parcel when the property owner applied for a building permit in early 2024. The building permit was denied and the property owner was provided with a written explanation for the denial as well as an opportunity to provide documentation demonstrating that the parcel was created lawfully as a means of reversing staff's determination. No such documentation was provided and, as a remedy, the property owner initiated the platting process.

SITE & PROPOSAL ANALYSIS

The undeveloped 9.3± acre subject site is generally located approximately 1,000' south of Highway 8 at the northeast corner of Rydeen Avenue and Franconia Trail in Franconia Township. The subject site and all surrounding properties are located within the County's Agricultural (AG) District.

Topography of the subject site and proposed lot include fairly level elevations ranging from 937' over the eastern portion of the property to 945' adjacent to the roadways. The proposed lot features two distinct wetland areas and is otherwise primarily open grassland.

The attached plat drawing shows a combined 21,751 sf Home Site Area and septic area in the northwest corner of the proposed lot.

Surrounding properties range in size from five acres to 40 acres, with most surrounding properties having been developed for residential use and/or are being used for agricultural purposes.

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed lot. As proposed, Lot 1, Block 1, Peaceful Sunrise complies 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, Block 1	9± acres (9.3± acres with dedicated Right-of-Way)	400'±	1,236'±	21,751 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 considered the plat on July 10, 2024. The Committee did not identify any immediate concerns. The soils report and wetland delineation have been verified by County staff and found to be accurate.

The Franconia Town Board reviewed the proposed Preliminary Plat at its July 9, 2024 meeting and recommended approval with no conditions or comments.

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 October 26, 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 Peaceful Sunrise with conditions and has prepared a resolution for the Commission's consideration.

Recommended Conditions:

1. The Preliminary Plat of Peaceful Sunrise is approved per plat drawing dated signed June 21, 2024 and revised last on June 28, 2024. Any significant deviation from the approved plat drawing 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 Peaceful Sunrise 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 Peaceful Sunrise based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Continue the public hearing** to a specific date in order to receive additional public testimony prior to making a recommendation on the Preliminary Plat of Peaceful Sunrise.
4. **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 October 26, 2024 allowing the Planning Commission to further consider the request at its September 5, 2024 meeting.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0802, a resolution recommending approval of the Preliminary Plat of Peaceful Sunrise, 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. PC2024-0802



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 2024-1146

Township Franconia S/T/R 05/033/019 PID# 04-00065-40

Project Address 29813 Rydeen Ave, Shafer, MN

Property Owner(s) Haven Homes LLC

Mailing Address (If Different from Project Address) 18732 Poppy St. NW Oak Grove, MN 55303

Phone# [REDACTED] Email [REDACTED]

Applicant(s) SAME AS ABOVE

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

- ☐ Variance
☐ Administrative Appeal

Planning Commission

- ☐ Conditional Use Permit (CUP)
☐ Interim Use Permit (IUP)
☐ Amendment to CUP or IUP

- ☒ Preliminary Plat
☐ Rezoning
☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) PRELIMINARY PLAT OF
PEACEFUL SUNRISE, INCLUDING ONE 9± AC. LOT

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

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

[Signature]
Applicant Signature

6-24-24
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	\$ <u>500</u>	Application Received	<u>6-25-24</u>
Recording Fee	\$ <u>46</u>	Application Complete	<u>6-28-24</u>
Plat Fee – No Road(s) / With Road(s)	\$ <u>150</u>	60 / 120 Day Review Period	<u>10-26-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	_____
Wetland Fee	\$ _____		
TOTAL FEE	\$ <u>696</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Franconia S/T/R 05/033/019 PID# 04-00065-40

Project Address 29813 Rydeen Ave Shafer, MN

Property Owner(s) Haven Homes LLC

Mailing Address (If Different from Project Address) 18732 Poppy St. NW Oak Grove, MN 55303

Phone# [REDACTED] Email [REDACTED]

Applicant(s) Same as above

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

☐ Variance

☐ Administrative Appeal

Planning Commission

☐ Conditional Use Permit (CUP)

☐ Interim Use Permit (IUP)

☐ Amendment to CUP or IUP

☒ Preliminary Plat

☐ Rezoning

☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) PRELIMINARY PLAT OF
PEACEFUL SUNRISE, INCLUDING ONE 9± AC. LOT

[Signature]
Applicant Signature

6-24-24
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 AUGUST 1, 2024 Date of Township Presentation JULY 9, 2024

Township Action Taken (Township Use Only)

☒ Recommendation of Approval

☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Signatures of Township Officials or Authorized Personnel

[Signature] [Signature]

(S) 77 (C) 44 (C) 22 (C) 11

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LOT 1
±392,910 sq.ft.
(±9.02 acres)
BLOCK 1

LEGAL DESCRIPTION

TOTAL SITE AREA	±9.32 AC.
LOT AREA	±9.02 AC.
RIGHT OF WAY AREA	±0.30 AC.
TOTAL NUMBER OF LOTS	1
GROSS DENSITY	0.11 LOTS/AC.
EXISTING ZONING	AG
UTILITIES	AVAILABLE

SETBACK INFORMATION

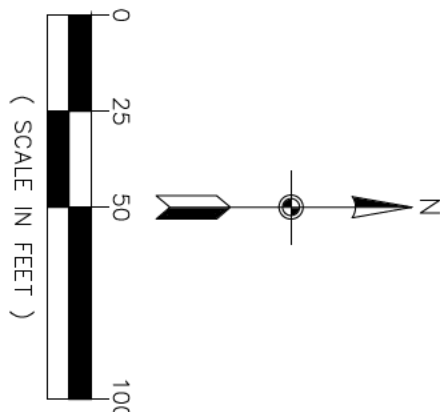
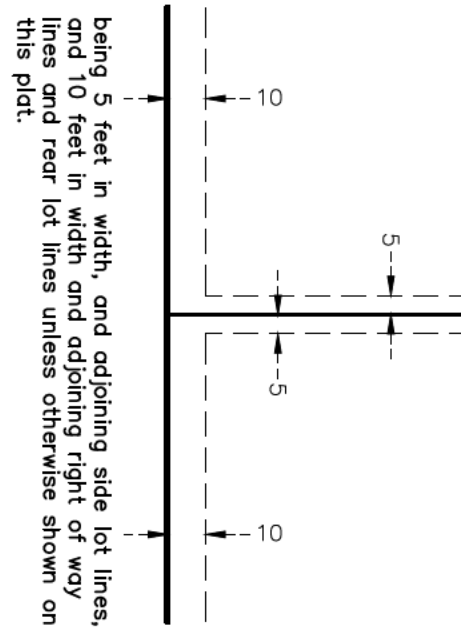
LEGEND

- | | |
|---|---|
| <ul style="list-style-type: none"> ● Denotes Champaign County ● Section Monument, as noted ● Monument, as noted ● Denotes 5/8 inch by 14 inch rod, overlapped with RLS 51676 ● Denotes Miscellaneous Sign ● Denotes Mail Box ● Denotes Soil Barring ● Denotes Utility Pole ● Denotes Existing Hydrant ● Denotes Overhead Utility Line | <ul style="list-style-type: none"> □ Denotes Miscellaneous Sign □ Denotes Existing Television Box □ Denotes Existing Telephone Box ☼ Denotes Existing Light Pole ☼ Denotes Existing Sign ☼ Denotes Existing Cub Stop ☼ Denotes Existing Contour per MDNR LIDAR |
|---|---|

NOTES

- (1) The field work for this survey was completed on May 13, 2024.
- (2) Bedding locations are based on the North line of the South 318 feet of the North 1320 feet of the East Half of the 89 degrees 38 minutes 10 second East.
- (3) Surveyed property address – 29813 Rideman Avenue, Stotter, Minnesota, 55074
- (4) Surveyed property contains $\pm 405,873$ sq. ft. (± 9.32 acres).
- (5) Zoning information taken from Stotter Township Zoning Map dated November 18, 2022, as listed on Chisago County Township Zoning Map website.
- (6) Above ground utilities have been field located as shown. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Cooper State One Call for an on-site location (651-694-0002).
- (7) FLOOD ZONE – This site is included on Flood Insurance Rate Map – Community Panel Number 2702SC0325D. The subject property is within Flood Zone “X”.
- (8) **HIGH WATER ELEVATION:** A review of the topography of the area surrounding this plot boundary reveals an overflow of water from the Stotter River. The highest anticipated water elevation on the subject property is assumed to be 926 ft. Based on this elevation the highest anticipated water elevation on the subject property is assumed to be 926 ft.

**PROPOSED
DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:**



PRELIMINARY PLAT & EXISTING CONDITIONS

PEACEFUL SUNRISE

Shafer, Minnesota

CARLSON
McCain

**ENGINEERING
SURVEYING
ENVIRONMENTAL**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

HAVEN HOMES LLC
18732 Poppy Street NW
Oak Grove, MN, 55303

REVISIONS

1. City Comments - 6/26/24
-
2. City Comments - 6/28/24
-

DRAWN BY:	JAB
ISSUE DATE:	06/20/24
FILE NO:	2716

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

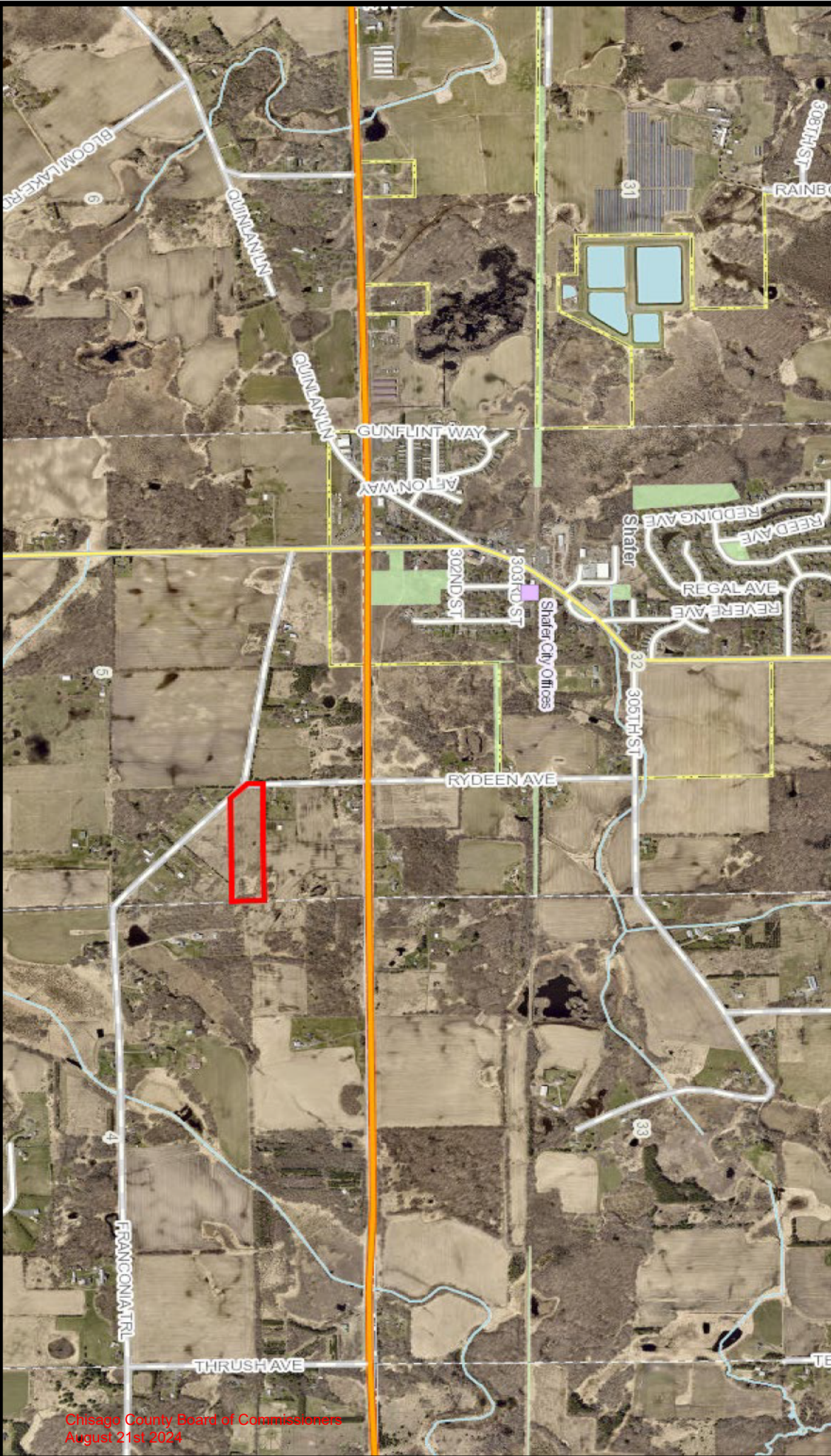
Name: Peter J. Blomquist
Signature: 
Date: 06/21/24 License #: 51676

4

Haven Homes LLC – Property owner Haven Homes LLC is requesting approval of the Preliminary Plat of Peaceful Sunrise involving the creation of one 9± acre lot from a 9± acre tract of land. The subject site is zoned Agricultural (AG) District and generally located at the northeast corner of Franconia Trail and Rydeen Avenue in Franconia Township, S5, T33, R19 (PID 04.00065.40).



Haven Homes LLC – Property owner Haven Homes LLC is requesting approval of the Preliminary Plat of Peaceful Sunrise involving the creation of one 9± acre lot from a 9± acre tract of land. The subject site is zoned Agricultural (AG) District and generally located at the northeast corner of Franconia Trail and Rydeen Avenue in Franconia Township, S5, T33, R19 (PID 04.00065.40).



RESOLUTION NO. PC2024-0802
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF PEACEFUL SUNRISE

WHEREAS, property owner Haven Homes, LLC submitted an application dated received June 25, 2024 and considered complete on June 28, 2024 for the Preliminary Plat of Peaceful Sunrise; and

WHEREAS, the property owner wishes to create one 9±-acre lot from the 9.3± acre subject site; and

WHEREAS, the subject site is located at 29813 Rydeen Avenue in Franconia Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00065.40

That part of the South 318 feet of the North 1320 feet of the East One-half of the Northeast Quarter (E ½ of NE ¼) of Section 5, Township 33 North, Range 19 West, Chisago County, Minnesota, lying Easterly of a line drawn between the Southeast corner and the Northwest corner of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼) of said Section 5.

WHEREAS, notice was provided and on August 1, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Peaceful Sunrise 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 Peaceful Sunrise is approved per plat drawing dated signed June 21, 2024 and revised last on June 28, 2024. Any significant deviation from the approved plat drawing 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 1st day of August, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Acting Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0821-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF PEACEFUL SUNRISE

WHEREAS, property owner Haven Homes, LLC submitted an application dated received June 25, 2024 and considered complete on June 28, 2024 for the Preliminary Plat of Peaceful Sunrise; and

WHEREAS, the property owner wishes to create one 9±-acre lot from the 9.3± acre subject site; and

WHEREAS, the subject site is located at 29813 Rydeen Avenue in Franconia Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00065.40

That part of the South 318 feet of the North 1320 feet of the East One-half of the Northeast Quarter (E ½ of NE ¼) of Section 5, Township 33 North, Range 19 West, Chisago County, Minnesota, lying Easterly of a line drawn between the Southeast corner and the Northwest corner of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼) of said Section 5.

WHEREAS, notice was provided and on August 1, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Peaceful Sunrise with conditions per Resolution No. PC2024-0802; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Peaceful Sunrise and the Planning Commission's recommendation at its August 21, 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 Peaceful Sunrise, subject to the following conditions:

1. The Preliminary Plat of Peaceful Sunrise is approved per plat drawing dated signed June 21, 2024 and revised last on June 28, 2024. Any significant deviation from the approved

plat drawing 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:

OPPOSED:

ABSENT:

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

Approved: August 21, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 11
Title of Item for Consideration: State Legacy Emerging Opportunities Funding Grant Application – Swedish Immigrant Regional Trail Segment D Land Acquisition Purchases	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services / Parks Division
Previous Action on this Matter: The Swedish Immigrant Trail Master Plan was approved on July 24, 2015. The County Board has acted in support of the Swedish Immigrant Regional Trail numerous times with trail construction of several segments and land acquisition efforts from the City of Taylors Falls to the City of Shafer. The County has received more than \$4.5 million in both State Legacy and Natural Resource Trust Funds through the State Legislative Citizens Commission on Minnesota Resources (LCCMR) along with \$75,000 in (federal funding) funding since the inception of the original demonstration trail construction in 2007. On June 20, 2024, the County Parks Board unanimously recommended the County Board authorize and support a Swedish Immigrant Regional Trail, Segment D and E Legacy Grant construction grant application for the upcoming biennial grant cycle deadline of July 31, 2024. On July 17, 2024, Chisago County Board Approved Resolution No. 24/0717-8 for Greater Minnesota Legacy Grant Application to the Greater Minnesota Regional Parks and Trails Commission and Minnesota Department of Natural Resources-Swedish Immigrant Regional Trail Segment D and E. The application was submitted on July 30, 2024, with a Chisago County local funding match commitment of \$200,000, representing approximately 6.5% of the estimated project costs.	
Background: State Legacy Grant cycles typically operate on a biennial calendar timeline. However, this unique opportunity to pursue a Legacy Grant <i>Emerging Opportunities Funding Application</i> has a small grant application window from August 5, 2024, thru September 6, 2024, and if successful would result in a September 26, 2024, notice of award. Funding timelines for these 3 individual landowner acquisition parcel purchases of the Swedish Immigrant Regional Trail-Segment D, will be purchased directly from the Parks and Trails Council of Minnesota. Staff understands this Legacy Grant <i>application</i> opportunity will be only available in 2025, which will allow ample time for the county to purchase land parcels directly from the Parks and Trails Council of Minnesota. Staff recommends this pursuit of a new Legacy Grant opportunity for the Swedish Immigrant Regional Trail- Segment D (Land Acquisitions). County Staff understands if this grant is funded, it may strengthen the previous submitted grant for Swedish Immigrant Regional Trail-Segment D and E, by offsetting and lowering the overall project cost by \$241,716 (total land acquisition costs) that was originally requested. The overall original grant funding request for Swedish Immigrant Regional Trail-Segment D and E, would decrease from engineers estimates of \$2,986,905 to \$2,745,189 if awarded.	

Chisago County Board approval is required to proceed with September 6th, 2024, Swedish Immigrant Regional Trail Legacy Grant *Emerging Opportunities Funding Application* as outlined below:

- This represents an approximate 2.5 miles, 10 ft wide trail corridor of the Swedish Immigrant Regional Trail-Segment D, that has been partially engineered/designed with efforts from County Staff and WSB Engineering firm. It includes 3 separate landowners (4 parcels) and total of 21.53 acres of land to be acquired. Funding requested is \$241,716.

Staff is finalizing the anticipated Legacy Grant *Emerging Opportunities Funding Application* and requests authorization to proceed in submitting as outlined.

Attachment(s):

- Funding Resolution-Template
- Map of Segment D of Swedish Immigrant Regional Trail
- Land Acquisition Exhibits

Action Requested/Recommended: County staff respectfully requests that Chisago County Board of Commissioners authorize State Legacy Grant *Emerging Opportunities Funding Application* for funding of the Swedish Immigrant Regional Trail Segment D, Land Acquisition purchases from the Parks and Trails Council of Minnesota. The suggestion motion to approve this action is as follows:

“Move to approve Resolution _____ and authorize final preparation and submission of Swedish Immigrant Regional Trail Segment D, Land Acquisition Purchases State Legacy Emerging Opportunities Funding Grant Application.”

Implications of Action: With the Swedish Immigrant Regional Trail grant success, five local cities will be connected and the future Swedish Immigrant extension west of Chisago City which is now funded and designed will take the trail corridor further west with the goal of reaching Washington County and the City of Forest Lake where the Hardwood Creek trail terminates.

Budget/Financial Implications: Successful grant award will not require a local match. Ongoing trail maintenance funding reflected in an increased parks maintenance budget will be required to meet the anticipated 20-year operational period/commitment that a successful grant will require.

Legal/Policy Implications: As with existing trail funding and grant agreements, this grant will also require formal agreement including a 20-year operation and maintenance commitment to the trail.

Administrator’s Recommendation

Approve C EB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0821-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A GREATER MINNESOTA EMERGING OPPORTUNITIES LEGACY GRANT APPLICATION TO THE GREATER MINNESOTA REGIONAL PARKS AND TRAILS COMMISSION AND MINNESOTA DEPARTMENT OF NATURAL RESOURCES – SWEDISH IMMIGRANT REGIONAL TRAIL SEGMENTS D AND E

Resolution approving a Greater Minnesota Legacy Grant application to the Greater Minnesota Regional Parks and Trails Commission and Minnesota Department of Natural Resources for the Swedish Immigrant Regional Trail Segment D & E Land Acquisition project.

WHEREAS, Chisago County Parks has the right and authority to sponsor a grant funding request to the Greater Minnesota Regional Parks and Trails Commission (GMRPTC).

WHEREAS, Chisago County Parks has a right and authority to act as Legal Sponsor for the State Grant Application (the “Application”) and will work with the Minnesota Department of Natural Resources (“DNR”), in developing a Grant Agreement relating to the funding which may be awarded by the GMRPTC.

THEREFORE, BE IT RESOLVED, That the Applicant certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and monitor and report any actual, potential, or perceived conflicts of interest to the GMRPTC and DNR.

BE IT FURTHER RESOLVED, that the Applicant confirms all of the information in its Application and further confirms that it has no expectation of, or entitlement to, reimbursement of costs incurred prior to grant agreement execution date and, if applicable, it has not entered into a written purchase agreement to acquire property described in its Application if grant funds are to be used for the purchase.

BE IT FURTHER RESOLVED, that the Applicant has or will acquire a fee interest ownership or permanent easement over the land described in the Application for regional parks and regional special feature parks as applicable. The applicant has or will acquire a fee interest over the land described in the Application for regional trails or regional special feature parks, as applicable and approved, before the project proceeds.

BE IT FURTHER RESOLVED, that the Applicant agrees that it will comply with all applicable laws, regulations and requirements as stated in the Grant Agreement with the DNR, including dedicating the park property for uses consistent with the grant agreement into perpetuity or for trails, committing to maintain the trails for a period of not less than twenty (20) years, and dedicating all land acquired under the project for uses consistent with the grant agreement into perpetuity.

BE IT FURTHER UNDERSTOOD, that the GMRPTC will confirm at such time that it has made the award of funds authorizing a Grant Agreement to be developed between the DNR and the Applicant.

IN WITNESS WHEREOF, the foregoing executed as of _____, 20 ____.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: August 21, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

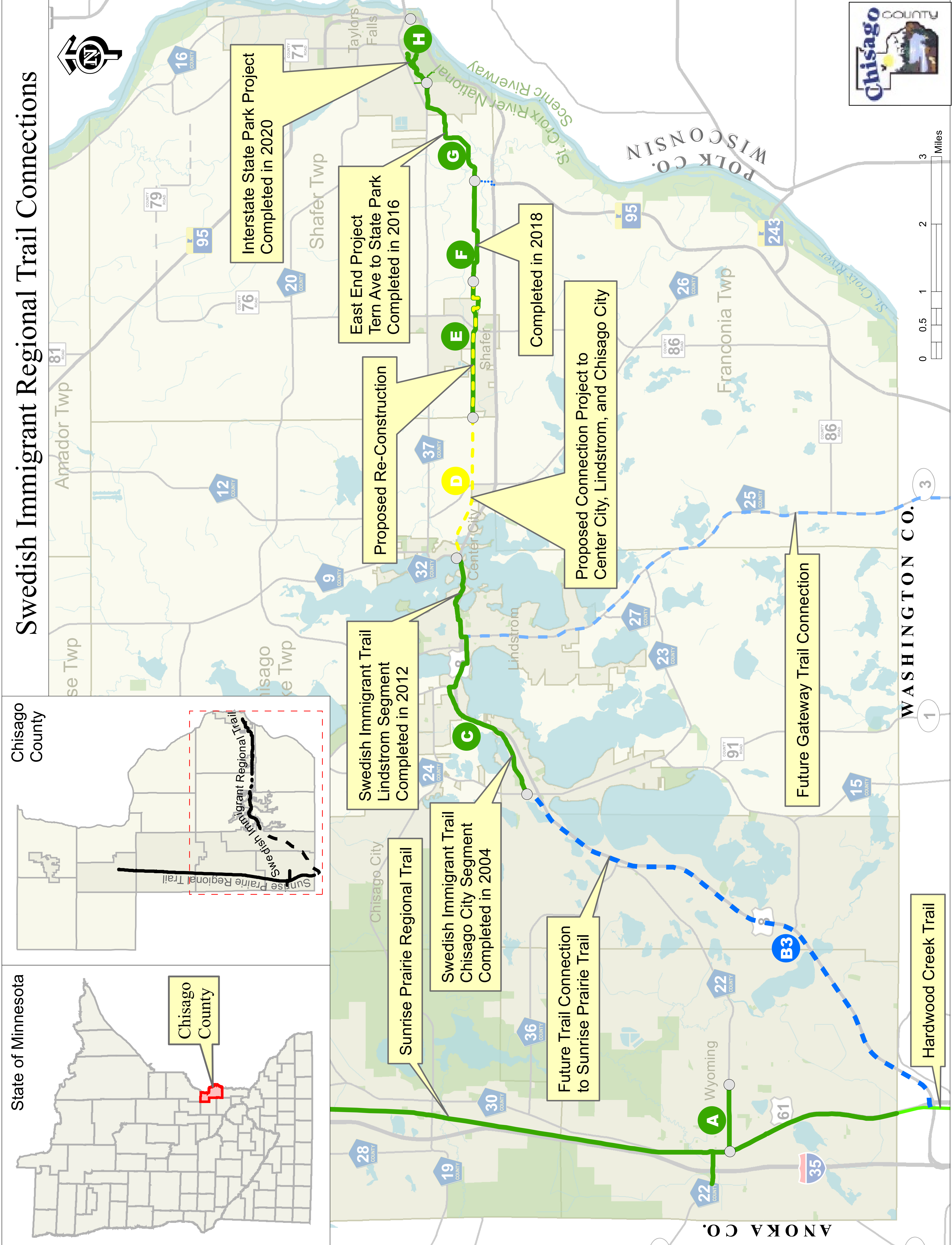
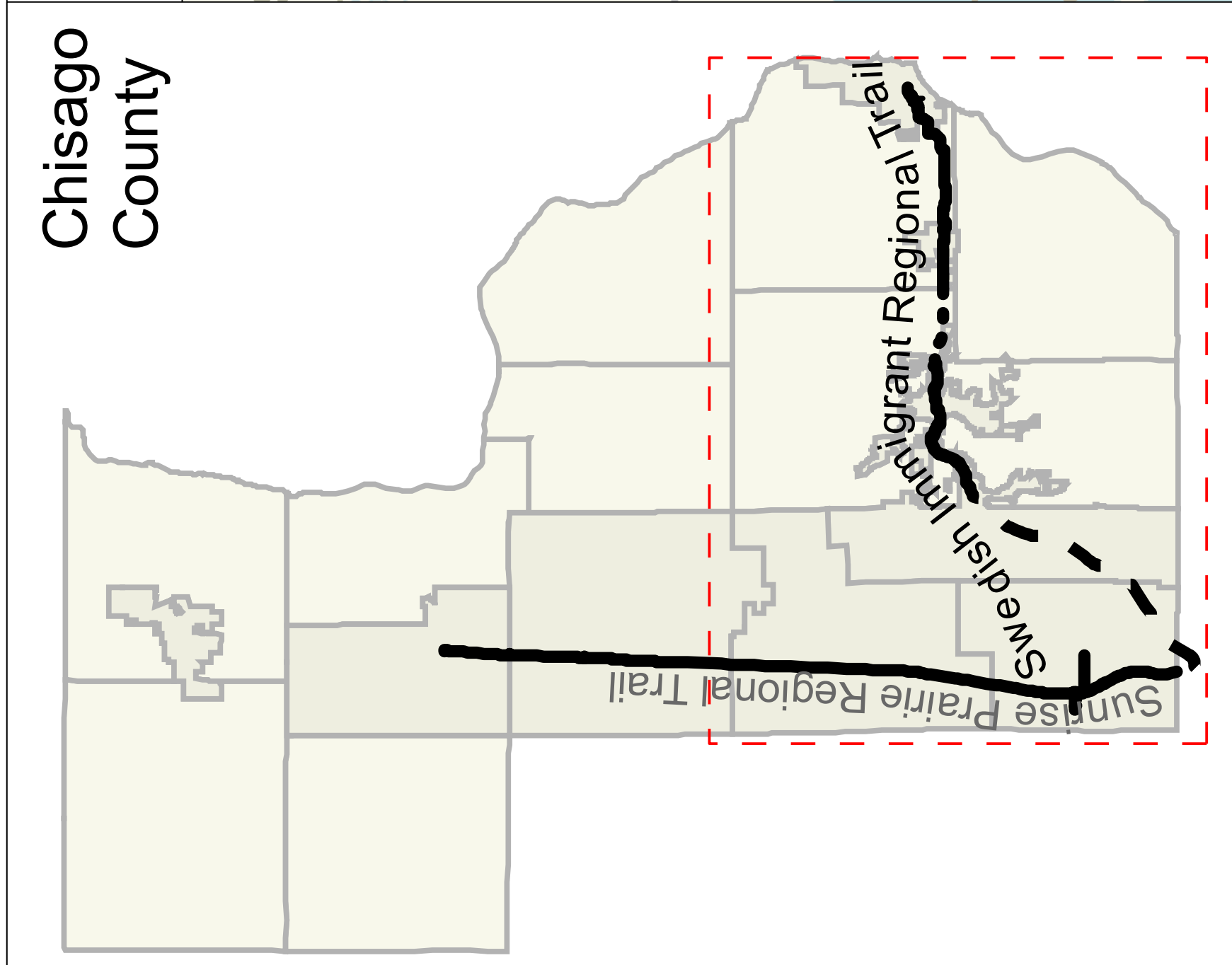
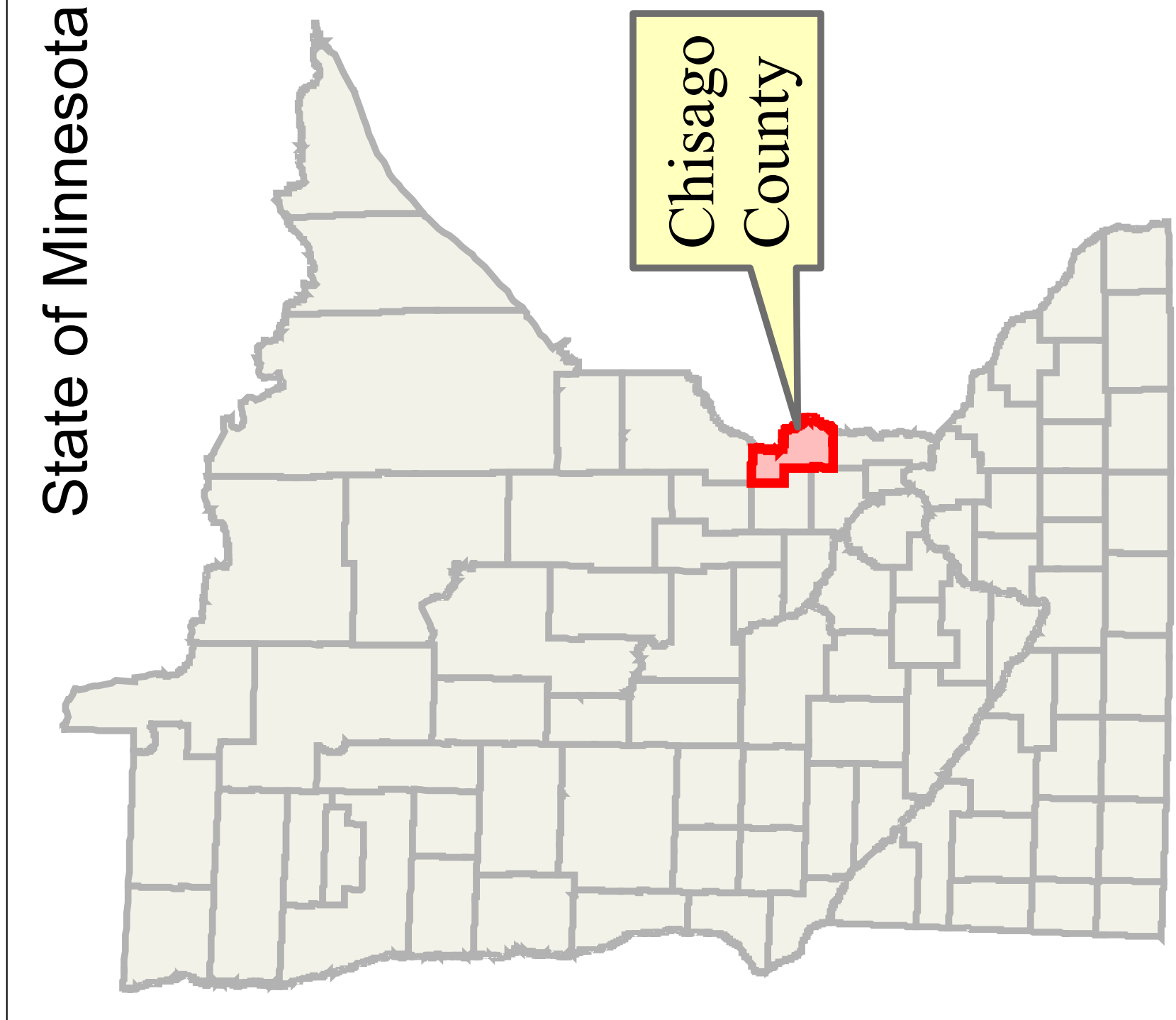
Chase Burnham
County Administrator

APPLICANT

(Name of Municipal Entity)

By: _____
Print Name: Joe Tart, Parks Director

Its: Authorized Representative



Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 12
Title of Item for Consideration: Chisago Lakes Lake Improvement (LID) District Invasive Phragmites treatment	
Action Requested by: Kurt Schneider Director	Department: Environmental Services/Zoning - on behalf of the LID
Previous Action on this Matter: Since 2016, the Lake Improvement District Board of Commissioners approved funding to treat populations of Invasive Phragmites	
Background: Invasive phragmites has been spreading throughout the LID. Invasive phragmites is a semi-aquatic, tall, aggressively growing perennial grass that can take over large areas of wetland and shoreline, push out native vegetation, and reduce habitat quality for wildlife. Since 2016, area Lake Associations have been conducting surveys and treatment of Invasive Phragmites, with financial reimbursement from the LID. The workload of completing the surveys and coordinating the treatment was burdensome for the Lake Association volunteers and in February 2023, the LID agreed to conduct the surveys and treatments on area lakes. After a successful treatment season in 2023, the LID carried the treatment program forward to 2024. The LID plans to hire a Lakes Management Inc. to treat populations of Invasive Phragmites that were located on area lakes. LID Board passed a motion respectfully requesting that the County Board approve a total treatment expense of \$7,000. No direct County levy funds are requested. And, In 2022, as part of the Invasive Phragmites treatment plan, the LID treated a large area by drone in 2022. Following the drone treatment, the site was treated by hand in 2023. The LID plans to hire a Minnesota Native Landscapes to retreat populations of Invasive Phragmites that were treated by drone applications in 2022, and treated by hand in 2023. LID Board passed a motion respectfully requesting that the County Board approve a total treatment expense of \$3,000. No direct County levy funds are requested. Attachment(s): • 2024 Lakes Management Inc. Service Contract • 2024 Minnesota Native Landscapes Service Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving 2024 Minnesota Native Landscape Service Contract, AND the 2024 Lakes Management Inc. contracts for LID treatment for Invasive Phragmites. The suggested motion to approve this action is as follows: <i>“Move to Approve 2024 Service Contracts for Lakes Management Inc. And Minnesota Native Landscapes for LID treatment of Invasive Phragmites.”</i>	
Implications of Action: The requested Board action would authorize \$10,000 toward 2024 LID	

treatment of Invasive Phragmites.

Budget/Financial Implications: Use of LID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the LID 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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Lake Management, Inc., 10400 185th Street North Marine on St. Croix, MN 55047, 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 services; and,

WHEREAS, County, through the Chisago Lakes Improvement District (LID) is in need of services to apply herbicide to roadside and non-roadside populations of invasive phragmites within the Lake Improvement District boundaries as mapped.

WHEREAS, the CONTRACTOR has submitted a proposal for the requested services and represents 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 September 1, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until October 15, 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 MERGER.** This services contract consists of this Services Contract and CONTRACTOR'S 2024 Quote, which is attached hereto and incorporated herein as **Attachment A**. To the extent that terms of the Services Agreement conflict with the terms contained in **Attachment A**, the terms of the Services Contract shall prevail.
- III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**
 - A. The COUNTY shall perform those duties and responsibilities required of the COUNTY. COUNTY will obtain necessary permits and notify local units of government, along with adjacent landowners.
 - B. CONTRACTOR will conduct herbicide applications for roadside populations of invasive Phragmites within the LID boundaries s mapped. CONTRACTOR will follow University of Minnesota recommendations for fall herbicide invasive Phragmites control which includes:
 - a. Use glyphosate or imazapyr, alone or in combination.
 - b. Use an approved aquatic surfactant, i.e. those that are practically non-toxic or only slightly toxic to aquatic organisms. Vendors from this list sell approved aquatic surfactants:
https://files.dnr.state.mn.us/fish_wildlife/fisheries/apm/companies_selling_approved_aquatic_herbicides.pdf

- c. Treatment needs to take place between mid-August and prior to a killing frost, no later than October 15. Treatment after killing frost is not likely to be effective.
- d. Herbicide products formulated for use over water are required for treating Phragmites growing in standing water.
- e. Application of imazapyr (Habitat) to water can only be made by certified aquatic pest control applicators.
- f. Follow all label requirements.

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

A. Consideration.

Compensation paid to CONTRACTOR for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this agreement shall **not exceed Seven Thousand Dollars (\$7,000.00)**. All charges incurred in the performance of the agreement shall be itemized on the invoice of CONTRACTOR consistent with the per unit item price reflected on **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
 Administrator, Chisago Lakes Lake Improvement District
 Address: 313 North Main Street, Suite 240, Center City, MN 55012
 Telephone: (651) 213-8383
 E-Mail: Benjamin.elfelt@chisagocountymn.gov
 Fax:

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

Name: Mike O'Connell
 Company: Lakes Management Inc.

Company: 10400 185th St North, Marine on Saint Croix, MN 55047
Telephone: (651)-433-3283
E-Mail: mike@lakemanagementinc.com Fax:

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

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.** During the performance of this contract, CONTRACTOR will maintain insurance with coverages and minimum limits as follows:

General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident

The CONTRACTOR will name the County and Chisago Lakes Lake Improvement District as an additional insured on such coverages and place on file with the County certificates of insurance for coverages secured for purposes of this contract.

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.

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.

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

(Signatures found on Page 6)

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

APPROVED:

1. CONTRACTOR – Lakes Management Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

REVIEWED AND APPROVED AS TO FORM:

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

LAKE MANAGEMENT, INC.

Minnesota Operations
10400 185th Street North
Marine on St. Croix, MN 55047
(651) 433-3283 Phone Fax # (651) 433-5316
Email: info@lakemanagementinc.com

PROPOSAL FOR AQUATIC NUISANCE MANAGEMENT PROGRAM 2024

Submitted to:

Chisago Lake Lake Improvement District
C/O Benjamin Elfelt
313 N Main St, Ste 240
Center City, MN 55012

Date: July 31, 2024

Phone: (651) 213-8383

Email: Benjamin.elfelt@chisagocountymn.gov

Attachment A

Lake Management, Inc. proposes to furnish at its expense, all of the necessary materials, subject to state and federal regulations, equipment and labor as well as to direct and administer treatment as needed for the control of phragmites in the water area described as follows:

2024 Phragmites Control Program, Chisago County Lakes

Treatment areas and method to be selected and approved by the LID(Benjamin Elfelt) prior to treatment.

Application of imazapyr/glyphosate with non-ionic surfactant for the control of
phragmites.....\$283.00/hr

Lake Management estimates 7.25 total hours for project completion.

Applications to use recommended label rates. Treatments to be completed prior to October 15th or killing frost.

Total project cost not to exceed \$7,000.00

Applications to adhere to MN DNR permit(s) and protocols.

Required additional insured certificate of insurance.....\$150.00

In consideration of the goods and materials furnished, use of equipment and services rendered, payment is to be:

To Be Determined

Dollars (\$ TBD)

Terms: Net 30 days

Questions about our program or special requests should be directed to: Mike O'Connell at (651) 433-3283.

In rare cases, large amounts of decomposing algae could cause a reduction in dissolved oxygen, placing fish at risk. While loss of fish is extremely rare, Lake Management Inc. cannot be responsible for such an occurrence. Please notify Lake Management if fish are present.

Lake Management, Inc. carries insurance for both liability and property damage and workers' compensation and will, upon request, confirm that coverage by certificates issued to the customer.

This proposal may be withdrawn by Lake Management, Inc. if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above payment and conditions are satisfactory and are accepted. Lake Management, Inc. is authorized to conduct the management program described above. Payment will be made as indicated above.

Signature _____ Date _____

Representing _____

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and **Minnesota Native Landscapes, 8740 77th Street NE, Otsego, MN 55362**, 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 services; and,

WHEREAS, County, through the Chisago Lakes Improvement District (LID) is in need of services to apply herbicide to roadside and non-roadside populations of invasive phragmites within the Lake Improvement District boundaries as mapped.

WHEREAS, the CONTRACTOR has submitted a proposal for the requested services and represents 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 September 1, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until **October 15, 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 MERGER.** This services contract consists of this Services Contract and CONTRACTOR'S 2024 Quote, which is attached hereto and incorporated herein as **Attachment A**. To the extent that terms of the Services Agreement conflict with the terms contained in **Attachment A**, the terms of the Services Contract shall prevail.
- III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**
 - A. The COUNTY shall perform those duties and responsibilities required of the COUNTY. COUNTY will obtain necessary permits and notify local units of government, along with adjacent landowners.
 - B. CONTRACTOR will conduct herbicide applications for roadside populations of invasive Phragmites within the LID boundaries s mapped. CONTRACTOR will follow University of Minnesota recommendations for fall herbicide invasive Phragmites control which includes:
 - a. Use glyphosate or imazapyr, alone or in combination.
 - b. Use an approved aquatic surfactant, i.e. those that are practically non-toxic or only slightly toxic to aquatic organisms. Vendors from this list sell approved aquatic surfactants:
https://files.dnr.state.mn.us/fish_wildlife/fisheries/apm/companies_selling_approved_aquatic_herbicides.pdf

- c. Treatment needs to take place between mid-August and prior to a killing frost, no later than October 10. Treatment after killing frost is not likely to be effective.
- d. Herbicide products formulated for use over water are required for treating Phragmites growing in standing water.
- e. Application of imazapyr (Habitat) to water can only be made by certified aquatic pest control applicators.
- f. Follow all label requirements.

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

A. Consideration.

Compensation paid to CONTRACTOR for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this agreement shall **not exceed Three Thousand Dollars (\$3,000.00)**. All charges incurred in the performance of the agreement shall be itemized on the invoice of CONTRACTOR consistent with the per unit item price reflected on **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
 Administrator, Chisago Lakes Lake Improvement District
 Address: 313 North Main Street, Suite 240, Center City, MN 55012
 Telephone: (651) 213-8383
 E-Mail: Benjamin.elfelt@chisagocountymn.gov
 Fax:

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

Name: Chris Hoye, Manager of Vegetation Management

Company: Minnesota Native Landscape Corp
Company: 8740 77th Street NE, Otsego, MN 55362
Telephone: (763) 295-0010
E-Mail: chris.hoye@mnlcorp.com
Fax:

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

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.** During the performance of this contract, CONTRACTOR will maintain insurance with coverages and minimum limits as follows:

General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident

The CONTRACTOR will name the County and Chisago Lakes Lake Improvement District as an additional insured on such coverages and place on file with the County certificates of insurance for coverages secured for purposes of this contract.

- 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.

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

(Signatures found on Page 6)

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

APPROVED:

1. CONTRACTOR – Minnesota Native Landscape Corp.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

REVIEWED AND APPROVED AS TO FORM:

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



Chisago Lakes Lake Improvement District
2024 Roadside Populations of Invasive Phragmites

MNL will conduct an herbicide application for roadside populations of invasive Phragmites within the LID boundaries as mapped.

Item	Unit	Price
Mobilization	Person/Day	\$170
Treatment	Labor Hour	\$125
Aerial Drone Application*	Hour	\$600 + Herbicide
Drone Mobilization *	Day	\$750
UTV Treatment	Hour	\$190

MNL will charge a mobilization/administration fee for each person working per day. In addition to a daily mobilization charge, an hourly service rate will be charged for each labor hour locating and treating targeted weed species. MNL plans to utilize a full working day for each mobilization charge, i.e. 7+ hours. A typical day will be assessed around \$1045.00 per crew member. This would include the mobilization charge and 7 hours of locating and treating the targeted weeds at the various sites.

*Time use is defined as the time from the initial drone take off until the drone lands after final application.

*Minimum mobilization/time use requirement for the drone is 2 hours.

Notes:

1. Any items placed or planted within treatment area(s) that are under 3' tall must be clearly marked or described to the management crew to avoid damage to said items or equipment. MNL cannot be liable for unseen, unmarked items within management area(s).
2. Quote does not include prevailing wage.
3. Quote does not include any
4. Proposal assumes access and parking for crew and equipment to all sites.
5. MNL cannot be liable for delays in project due to landowners or Chisago Lakes Lake Improvement District.
6. MNL does not warranty against acts of vandalism, severe drought, flooding or damages caused by wildlife.

Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 13
Title of Item for Consideration: Chisago Lakes Lake Improvement (LID) District, North Center / North Lindstrom Channel Project – Appraisals	
Action Requested by: Kurt Schneider Director	Department: Environmental Services/Zoning - on behalf of the LID
Previous Action on this Matter: None.	
Background: In 2018, Chisago County rebuilt the County Road 20 bridge between North Center and North Lindstrom Lakes. This allowed, for the first time in decades, boats to navigate between the two lakes during times of high water. In 2019, lake levels were at their highest point in the past 15 years. For the first half of the 2019 boating season, boats were able to navigate between North Center and North Lindstrom Lakes. In the second half of the boating season, water levels were lower, and cattail bogs floated into the channel areas, restricting navigation. In 2020, the Chisago Lakes Lake Improvement District (LID) sponsored a project to remove most of the bogs along the channel route. In 2021 & 2022, because of lower water levels, boats were unable to navigate the channel. In the spring of 2023, water levels were again high enough for most boats to navigate the channel. However, the low water in 2021 & 2022 provided an opportunity for the cattails to regrow. In the spring of 2023, the LID again contracted to have a large portion of bog removed, which provided increased access and connectivity throughout the system. Improving the channel has been a priority of the LID for almost two decades, and the recent high water has once again elevated the conversation. 2024 saw water levels that were suitable for navigation, which brought a renewed community interest in widening the channel to increase navigation under lower water conditions, improve sightlines, and possibly provide for two-way traffic. To modify/improve and maintain the navigational channel, the County will need to acquire access, by title or easement, to the three parcels of land that encompass the outlined project area (Attachment B), The LID Board had a thoughtful discussion on August 5, 2024, following nearly a year of renewed focus on the project which included meetings with the DNR, rescoping the project to strengthen the permit request, speaking with landowners and community members. After reviewing next steps and prioritization, the Board approved a quote from Lake State Realty to conduct appraisals of three parcels of land along the channel. Attachment(s): • 2024 Lake State Realty, Service Contract • Draft Project Area (EOR)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving 2024 Lake State Service Contract for professional appraisal services. The suggested motion to approve this action is as follows:	

“Move to Approve 2024 Lake State Realty Service Contract for professional appraisal services .”

Implications of Action: The requested Board action would authorize \$10,000 for appraisal services to better understand the scope of the North Center / North Lindstrom Channel project, and the value of subject parcels.

Budget/Financial Implications: Use of LID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the LID 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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Lake State Realty Services, Inc., 2140 Otter Lake Drive White Bear Lake, MN 55110, 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 services; and,

WHEREAS, County, through the Chisago Lakes Improvement District (LID) is requesting professional appraisal services to attain valuations of three parcels of land located at:

1. Lindstrom Park LLC property at 13100 318th Street, Lindstrom, MN
2. 31620 Olinda Trail, Lindstrom, MN
3. Chisago Lakes Township (a little strip on the South side of channel, on the East side)

WHEREAS, the CONTRACTOR has submitted a proposal for the requested services and represents 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 September 1, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until September 1, 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND MERGER.** This services contract consists of this Services Contract and CONTRACTOR'S 2024 emailed Quote, which is attached hereto and incorporated herein as **Attachment A**. To the extent that terms of the Services Agreement conflict with the terms contained in **Attachment A**, the terms of the Services Contract shall prevail.
- III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**
 - A. The COUNTY shall perform those duties and responsibilities required of the COUNTY. COUNTY will conduct necessary preliminary plat work, site design, legal descriptions, terms of acquisition, and notify landowners of upcoming appraisal.
 - B. CONTRACTOR will conduct professional appraisals to attain valuations of three parcels of land located at:
 1. Lindstrom Park LLC property at 13100 318th Street, Lindstrom, MN
 2. 31620 Olinda Trail, Lindstrom, MN
 3. Chisago Lakes Township (a little strip on the South side of channel, on the East side)
- IV. **CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration.

Compensation paid to CONTRACTOR for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this agreement shall **not exceed Ten Thousand Dollars (\$10,000.00)**. All charges incurred in the performance of the agreement shall be itemized on the invoice of CONTRACTOR consistent with the per unit item price reflected on **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
Administrator, Chisago Lakes Lake Improvement District
Address: 313 North Main Street, Suite 240, Center City, MN 55012
Telephone: (651) 213-8383
E-Mail: Benjamin.elfelt@chisagocountymn.gov
Fax:

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

Name: Julie Jeffrey Schwartz – President
Company: Lake State Realty Services, Inc.
Company: White Bear Lake, MN 55110
Telephone: 651-653-0788
E-Mail: julie@lakestate.com

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

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.** During the performance of this contract, CONTRACTOR will maintain insurance with coverages and minimum limits as follows:

General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident

The CONTRACTOR will name the County and Chisago Lakes Lake Improvement District as an additional insured on such coverages and place on file with the County certificates of insurance for coverages secured for purposes of this contract.

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.

- 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.

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

(Signatures found on Page 6)

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

APPROVED:

1. CONTRACTOR – Lake State Realty Services, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

REVIEWED AND APPROVED AS TO FORM:

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

RE: Lake Improvement District - Appraisal



julie <julie@lakestate.com>

To ○ Lisa Beckman

Cc ○ katie

EXTERNAL EMAIL

Hi Lisa,

Thank you for allowing Lake State to provide a quote for appraisal services.

We have reviewed the project and the properties to base our proposal.

The project involves three properties impacted by a channel change or navigation easements for the LID. Each property is identified below including the proposed appraisal fees:

- 1.) The Diane John property at 31620 Olinda Trail (Lindstrom): proposed fee - \$3,000
- 2.) Chisago Lakes Township (a little strip on the South side of channel, on the East side): proposed fee - \$2,000 *(not sure if this property requires an appraisal or not)*
- 3.) Lindstrom Park LLC property at 13100 318th Street (Lindstrom): proposed fee - \$5,000

Thank you for this opportunity to provide this proposal for your consideration. Please reach out if you need anything further from us.

Julie

Julie Jeffrey Schwartz
Certified General Appraiser (MN, ND, MI, WI & OH)
President, Lake State Realty Services, Inc.
2140 Otter Lake Drive
White Bear Lake, MN 55110
651-653-0788 direct
651-245-5091 cell
julie@lakestate.com
WWW.LakeState.Com

Chisago County Request For Board Action

Meeting Date: August 21, 2024	Item Number: 14
Title of Item for Consideration: Lake Management Planning Scope Between Chisago County and 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. On March 11, 2024, the Water Plan Policy Team passed a motion to recommending funding the EOR 2024 Lake Management Planning Assistance Work Plan to select and prioritize lakes and lake management plan types. On March 20, 2024, the Chisago County Board of Commissioners approved the General Engineering and Administrative Services Agreement Between Chisago County Environmental Services Department and Emmons & Olivier Resources, Inc. (EOR) for water resources consulting services and assistance totaling \$18,840 (up to \$10,000 for General Engineering Services Scope of Work and \$8,840 for 2024 Lake Management Planning Assistance Work Plan).	
Background: Since November 11, 2023, Water Resources staff have sought input and recommendations, through meetings and surveys, from presidents and leadership of the seven lake associations in the county to determine their needs and priorities to develop countywide lake management plans. 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. On January 8, 2024, the Chisago County Water Plan 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 July 8, 2024, staff from EOR presented to the Water Plan Policy Team the lake management planning options for selecting lakes to prioritize for lake management planning. These options include providing an assessment of the baseline conditions for county lakes, developing action or project plans, and strategic management planning. EOR summarized costs for each plan based on individual lake, regional lake, or countywide focus. The Water Plan Policy Team approved a motion to move forward with the acceptance of a phased comprehensive strategic plan with EOR for Chisago County Board consideration. This includes countywide lake assessment, monitoring and modeling, and project identification as outlined in the EOR Chisago County Lake Management Planning Scope (Attached). It is requested that the Chisago County Board of Commissioners authorize and approve the Chisago County Lake Management Planning Scope of Work with Emmons & Olivier Resources, Inc. (EOR). Attachment(s):	

- EOR Chisago County Lake Management Planning Scope 2024
- First Amendment and Task Order 2024
- General Engineering and Administrative Services Agreement Between Chisago County and EOR 2024
- Chisago County Lake Management Planning Presentation – July 8, 2024

Action Requested/Recommended: The County Board is respectfully requested to approve the Emmons & Olivier Resources, Inc. (EOR) Chisago County Lake Management Planning Scope. The following motion/s is suggested:

“Move to Authorize and Approve the Emmons & Olivier Resources, Inc. (EOR) Chisago County Lake Management Planning Scope, and Agreement Addendum, subject to County Attorney review as to form, as presented at tonight’s meeting:”

Implications of Action: Recommended Board action would authorize Chisago County to receive expertise and assistance from EOR in lake management planning countywide assessment, monitoring/modeling planning, project identification and final report that will include the next steps for completing a countywide, comprehensive lake management plan.

Budget/Financial Implications: The Lake Management Planning Scope of \$99,800 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. Subject to County Attorney review as to form.

Administrator’s Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

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

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

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

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

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 herein 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

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.)

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:

For Chisago County:

JANET REITER
COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney

Date: 3/28/2024

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

Date: 4/1/2024

Attest: Christa Hillert
Clerk to the Board

STATE OF MINNESOTA)
COUNTY OF Ramsay) SS.

For Emmons & Olivier Resources, Inc.:

By: [Signature]
Name: GREG D. GRASKE
Title: CFO
Date: 4-3-2024

This instrument was acknowledged before me on April 3, 2024, by Greg Grasko the CFO (title) of Emmons & Olivier Resources, Inc. (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 3 day of April, 2024

Susan Elyn Nelson
Notary Public

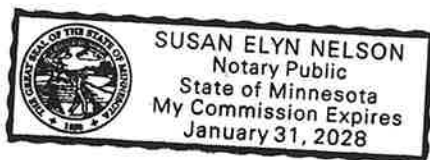


EXHIBIT A

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;

- 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;

Exhibit B
EOR 2024 HOURLY FEE SCHEDULE

<INSERT PDF>

Exhibit C
EOR Memo 2024 Lake Management Planning Assistance Work Plan

<INSERT PDF>

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.

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 1919 University Ave. W. St. Paul, MN 55104 T/ 651.770.8448 F/ 651.770.2552
www.eorinc.com

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.

Exhibit B
EOR 2024 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Professional 1	\$123.00
Professional 2	\$154.00
Professional 3	\$182.00
Professional 4	\$208.00
Technician 1	\$88.00
Technician 2	\$107.00
Technician 3	\$130.00
Support Staff	\$85.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained thorough two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost..*
- *Subcontracted services will be billed at cost plus 5% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*
- *Rates will be reviewed and updated on an annual basis.*

**First Amendment to and Task Order supplementing the 2024 General Services Agreement
between Chisago County and Emmons & Olivier Resources, Inc.**

The County of Chisago, a body corporate and politic, and Emmons & Olivier Resources, Inc., (“EOR”) located at 1919 University Avenue W, Suite #300, St. Paul, MN 55014, hereinafter referred to as “Consultant”.

Whereas, the County, pursuant to its authority under Minnesota Statutes 373.01 and 373.02, wishes to purchase such services from the Consultant so as to further the goals and objectives of Chisago County as previously set forth in the General Engineering and Administrative Services Agreement, dated March 20, 2024;

Whereas, the Consultant represents that it is duly qualified and willing to perform such services.

Whereas, the specified Activities, Service and Cost is outside the scope of the original General Engineering and Administrative Services Agreement.

Now, Therefore, the County and Consultant agree to amend the existing General Engineering and Administrative Services Agreement as follows:

(1) Amend II.C.a. Cost of Agreement

Amend Cost of Agreement to increase contract amount by \$99,800.

(2) Amend II.C.a. Contract Documents

- Amend Contract Documents for development of a scope for the assessment, modeling and monitoring planning, project identification, and report as a phased comprehensive strategic plan for lake management in Chisago County. This work is outlined in EOR Memo dated August 13, 2024

Unless specifically modified by this or other duly executed Amendment(s), all terms and conditions of the existing General Engineering and Administrative Services Agreement apply to this agreement and shall govern all other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the above named parties have executed this Amendment on the Date(s) indicated below and shall take effect upon the date of the final signature below.

1. Emmons & Olivier Resources, Inc.:

By:
Title:
Date:

REVIEWED:

By:
Title: Director, Environmental Services/Zoning
Date:

2. COUNTY OF CHISAGO

APPROVED:

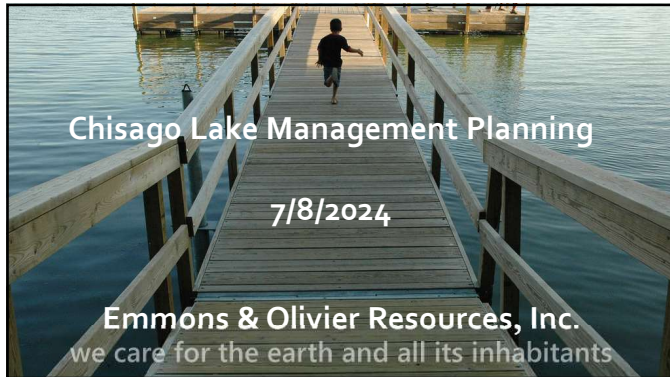
By:
Title: Chair, Chisago County Board
Date:

3. AS TO FORM:

By:
Title: Chisago County Attorney's Office
Date:

CERTIFIED:

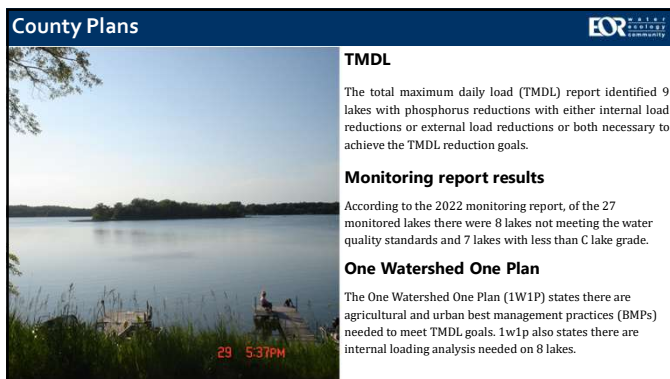
By:
Title: Clerk to the Board
Date:



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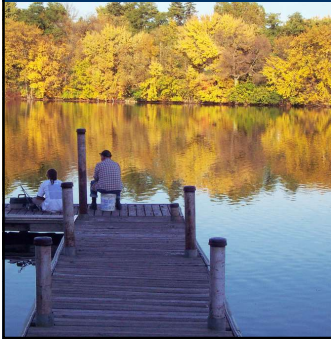


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4

Common Lake Management Plans



- Aquatic species management
- Aquatic invasive species management/control
- Wildlife/fishery management
- Nutrient budgeting
- Shore protection
- Water quality protection
- Recreational management
- Watershed management

5

Survey Results



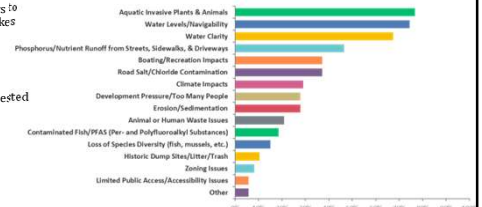
Chisago Lake Improvement District (CLID)

A survey to its residents/lake users¹⁰ understand their concerns with lakes throughout the District.

Chisago County

A survey to lake associations. requested lake management plans for:

- Aquatic Invasive Species (AIS),
- wildlife/fisheries management
- nutrient management
- water quality protection
- shoreline restoration
- recreation management
- watershed management.



6

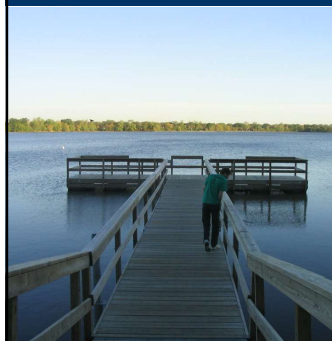
Lake Management Plan Menu



Plan Level	Scope	Timeline	Cost		Benefits							
			Individual Topics	Comprehensive Planning	# Lakes Inspected	Lakes without an Association	Benefits to Surrounding Lakes	Includes Shared-Benefit Projects	Short-Term Development Timeline (1-3 years)	Long-Term Development Timeline (5-10 years)	Short-term Benefits (1-3 years)	Long-term Benefits (5-10 years)
Assessment	One Lake	3 months	\$75-\$75	\$75-\$105	1				X			
	Regional Lakes	3-6 months	\$55-\$125	\$105-\$155	10-15	X	X		X			X
Project Level	County-wide	6 months	\$105-\$155	\$155-\$205	all	X	X		X			X
	One Lake	3-6 months	\$55-\$105	\$105-\$155	1			X	X		X	
Strategic planning 10-20 year	Regional Lakes	6-8 months	\$105-\$155	\$155-\$205	10-15	X	X	X	X		X	
	County-wide	6 months-1 year	\$155-\$205	\$205-\$255	all	X	X	X	X	X	X	X
	One Lake	1-2 year	\$205-\$255	\$255-\$305	1			X			X	
	Regional Lakes	1-2-3 years	\$105-\$155	\$155-\$205	10-15	X	X	X			X	
	County-wide	2 years	\$255-\$305	\$305-\$355	all	X	X	X	X	X	X	X

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Different Plan Options



- 1) Assessment /Appraisal**
 - Provides baseline conditions
 - Assesses possible concerns/issues
 - Sets direction for goal setting
- 2) Action/Project Plans**
 - Focused short term (1-3 years) details with specific objectives.
 - Implements management strategies.
- 3) Strategic Management Planning**
 - Goal setting
 - Implementation strategy
 - Long term and broad vision

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Assessment Plan



1. Provides baseline conditions,
 2. Assesses possible concerns/issues
 3. Goal setting
- The assessment level plans are data and stakeholder dependent because the exercise is largely about identifying goals.
 - The assessment level plan is a short term effort (1-2 year), but it provides long term benefit(5-10 years).
 - The assessment plan will not identify any shovel ready projects.

9

Project Level Plan



- The project level plan provides a focused short term project details with specific objectives
- A project level plan requires some level of assessment plan or there is a risk of ineffective management.
- It is important to have established goals before implementing projects.
- This plan is short term, only a few years, and does not guarantee long term success.
- This plan has a shorter timeline because it has a smaller scope

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Strategic Plan



- Goal setting
- Monitoring/modeling
- Implementation strategy
- Initial feasibility
- This plan is thorough and has a longer timeline to put together
- Long term implementation strategy

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Different Scopes of Plans



- For each scenario there are three scopes,
- individual lakes
 - regional lakes (i.e. the northern or southern chain)
 - county wide

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Different lakes



- The matrix then outlines the cost per individual plans and comprehensive plans.
- Comprehensive plans include broadening the scope to all applicable individual topics.
- Individual plan topics were developed from the feedback from the surveys discussed above and include:
 - Aquatic Invasive Species
 - Fisheries
 - Recreation
 - Navigation
 - Shoreline erosion
 - Eutrophication

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Timeline



Plan Level	Scope	Timeline
Assessment	One Lake	3 months
	Regional Lakes	3-6 months
	County-wide	~6 months
Project level	One Lake	3-6 months
	Regional Lakes	6-9 months
	County-wide	6 months- 1 year
Strategic planning 10-20- year	One Lake	1-2 year
	Regional Lakes	1.5- 2 years
	County-wide	2 years

- Assessment plans require less time because no additional monitoring data will be collected.
- The timeline increases as more additional data is necessary to evaluate project locations and feasibility like in project and strategic plans.
- Strategic plans require more time as they are design to last 10-20 years which includes more effort in monitoring and planning.

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Cost



Plan Level	Scope	Cost	
		Individual Topic	Comprehensive Planning
Assessment	One Lake	\$2K-\$7K	\$5K-\$10K
	Regional Lakes	\$5K-\$12K	\$10K-\$15K
	County-wide	\$10K-\$25K	\$20K-\$35K
Project level	One Lake	\$5K-\$12K	\$10K-\$15K
	Regional Lakes	\$10K-\$25K	\$20K-\$50K
	County-wide	\$15K-\$30K	\$35K-\$75K
Strategic planning 10-20- year	One Lake	\$25K-\$50K	\$50K-\$75K
	Regional Lakes	\$50K-\$75K	\$75K-\$100K
	County-wide	\$75K-\$100K	\$150K-\$200K

Cost assumptions

1. Assessment level plans include goal setting meetings for stakeholders. The size and engagement of the community impacts the cost range.
2. The cost range is dependent on the data available and of the lakes within the county.
3. Some plan topics like navigation, shoreline, and recreation require less effort/expense due to limited cofactors and more straightforward management which is represented by the cost range. Topics like AIS, eutrophication, watershed, and fishery management require more effort/expense due to data needs, interconnectedness with other lake cofactors, and complex management.
4. Project and strategic level plans include cost estimates for monitoring and permitting.
5. For assessment and strategic plans there are some cost efficiency gained, however, more lakes that are involved the greater the expense.
6. On project level plans, there is not as much cost efficiency gained from chains of lakes for lake specific topics. However, projects on eutrophication will greatly benefit from multiple lake studies due to the nutrient dynamics within watersheds.

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Benefit



Plan Level	Scope	Benefits							
		# Lakes Impacted	Lakes without an Association	Benefit to Downstream Lakes	Includes Shovel Ready Projects	Short Development Timeline (several months)	Long Development Timeline (1-3 years)	Short-term Benefits (1-2 years)	Long-term Benefit (5-10 year)
Assessment	One Lake	1				X			X
	Regional Lakes	10-15	X	X		X			X
	County-wide	all	X	X		X			X
Project level	One Lake	1			X	X		X	
	Regional Lakes	10-15	X	X	X	X		X	
	County-wide	all	X	X	X	X		X	
Strategic planning 10-20- year	One Lake	1			X		X		X
	Regional Lakes	10-15	X	X	X		X		X
	County-wide	all	X	X	X		X		X

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Pros and Cons Lake Management Plan



- Pros**
- Have a document to point to when decisions need to be made
 - Prepare monitoring efforts to support goals
 - Provide comprehensive approaches to meet goals by considering all factors
 - Avoids inefficient management
 - Management is proactive and no reactionary
- Cons**
- Investment in time and money

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Disadvantages of Short-term Management



- Often short-term effects
- Treating symptoms and not causes
- Risk of Inefficient management
- Management fatigue

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Preliminary recommendations



Options for how to possibly allocate money for lake management planning as required by the grant:

1. A phased county comprehensive plan
2. Countywide comprehensive assessment and move forward with a few priority lakes/regional lakes for a project level plan

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Phased Comprehensive Strategic Plan



Phase	timeline	Cost per phase	Grant period
Assessment	January-April, 2025	\$20k-\$35k	✓
Monitoring and Modeling	April- December, 2025	\$50K-\$75K	✓
Project Identification	October-December, 2025		✓
Project feasibility and implantation strategy	January-March, 2026	\$50K-\$75K	X
Final Report	April-May, 2026		X

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Recommendation County Assessment + Project Level 



A county-wide assessment plan would prioritize lakes for future management planning.

Priorities for lake management in include

- lake water quality concerns
- past management activities
- available lake data
- other plan objectives
- non-technical criteria (i.e. demographics, available support from the lake associations, and recreational lake usage)

Move to project level plans on a regional lakes or several priority lakes based on the assessment

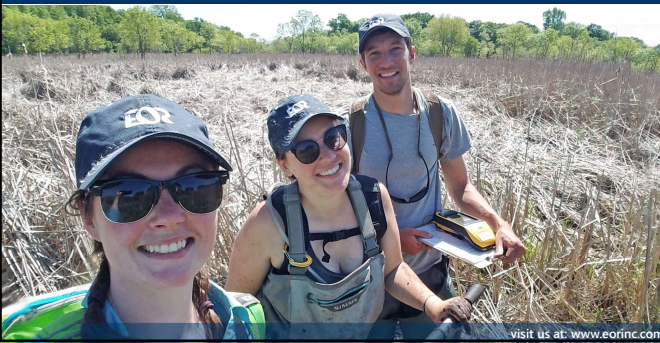
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Questions? 



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Thank you! 



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Chisago County Request for Board Action

Meeting Date: August 21, 2024	Item Number:
Title of Item for Consideration: Report and Recommendations from the August 14, 2024, Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	Department: County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its committees or individual members.	
Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its August 14th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations: <u>Monthly Current County Staffing Update:</u> County Administrator Burnham discussed the current staffing in Chisago County. <i>The Committee moved to approve the update.</i> <u>ECRLB Extended Hours Proposal and 2025 Budget:</u> Carla Lydon, Executive Director of the ECRLB, presented the 2025 budget request to the Committee. She also discussed the proposed extended hours program. <i>The Committee recommended approval of the program and 2025 budget request.</i> <u>University of Minnesota Extension 2025 Budget Proposal:</u> T. Craig Taylor, Regional Director of the UMN Extension within Chisago County, presented the 2025 budget request to the Committee. He discussed the new MOU with the UMN and why the increase in the costs. <i>The Committee recommended approval of the 2025 budget request.</i> <u>2025 Lobbying Costs Discussion:</u> County Administrator Burnham discussed the 2025 Larkin Hoffman services contract and the previous success L/H has had for Chisago County. <i>No action taken.</i> <u>Chisago County Commissioners Internal Committees:</u> County Administrator Burnham discussed the formalization of the Budget and Finance Committee, Personnel Committee, and Technology Committee. <i>No action taken.</i> <u>ARPA Request – Soil and Water Conservation Office:</u> County Administrator Burnham presented the ARPA (or other funding request) to the Committee for assistance funding the buildout of the new office in the City of North Branch for the SWCD. <i>No action taken.</i> <u>Environmental Services – Permit Revenue:</u>	

County Administrator Burnham presented the Committee the current and past permit monies made by the Environmental Services Office. ***No action taken.***

Discussion of District 5 and District 2 Tours:

The Committee had a discussion about the remaining two commissioner tours was had about District 5 and District 2. ***No action taken.***

MCIT – Property/Casualty and Workers Compensation:

County Administrator Burnham presented to the Committee the increases from MCIT in property/casualty and workers compensation insurance costs. ***No action taken.***

Attachment:

- August 14th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the June 12th 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 August 14th Budget and Finance Report.”

And

“Move to accept the Monthly County Staffing Update.”

And

“Move to approve the 2025 ECRLB ‘Extended Hours’ Program in the Chisago County Libraries and forward the 2025 ECRLB proposed budget.”

And

“Move to approve 2025 UMN Extension proposed budget”

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

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

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

Administrator’s Recommendation

Approve ____

Deny _____

Other _____

Motion By:

Seconded by:

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



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

BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA

Wednesday, August 14th, 2024

County Board Room, Room 172 at 3:00 p.m.

PROPOSED

******* AMENDED*******

AGENDA

- I.** Monthly Current County Staffing Update
- II.** ECRLB Extended Hours Proposal and 2025 Budget
 - a. Carla Lydon, Executive Director
- III.** University of Minnesota Extension 2025 Budget Proposal
 - a. D. Craig Taylor, Regional Director
- IV.** 2025 Lobbying Costs Discussion
- V.** Chisago County Commissioners *Internal* Committees
- VI.** ARPA Request – Soil and Water Conservation Office
- VII.** *****Environmental Services – Permit Revenue *****
- VIII.** *****Discussion of District 5 and District 2 Tours *****
- IX.** *****MCIT – Property/Casualty and Workers Compensation *****
- X.** Other Topics

Upcoming Schedule

- Wednesday, August 21st – Special Chisago County Budget and Finance Workshop at 3:00 p.m. in the Chisago County Boardroom
 - Recorder
 - Assessor
 - Administration/Human Resources/Facilities-Maintenance
 - Public Works
 - Health and Human Services
 - Sheriff's Office
- Wednesday, August 21st – Chisago County Board of Commissioners Meeting at 6:30 p.m. in the Chisago County Boardroom
- Wednesday, August 28th – Special Chisago County Budget and Finance Workshop at 3:00 p.m. in the Chisago County Boardroom
 - Probation
 - County Attorney
 - Auditor-Treasurer
 - Enterprise Services
 - Environmental Services
 - Partner Orgs. (ERCLB, Ag. Society, Extension, Historical Society, HRA-EDA, SWCD)
- Wednesday, September 11th – 13th – Association of MN Counties Fall Policy Conference – Arrowwood Conference Center – Alexandria MN
- Wednesday, September 11th – Employee Recognition Picnic at 11:30 a.m. at the Chisago County Government Center
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN

**2024 Capital Improvement Plan
Budget to Actual
As of August 13, 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	(25,000)	-
SpilGlass Audit	2024 ADD	CARRYOVER	40,306	-	40,306
Total 2024 CIP Budget			65,306	(25,000)	40,306
Total			\$ 76,873	\$ (26,567)	\$ 50,306
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	(1,750)	250
Total 2024 CIP Budget			65,500	(1,750)	63,750
Grand Total			\$ 160,911	\$ (1,750)	\$ 159,161
FACILITY MAINTENANCE					
Description	Project #	Source	Budget	Actual	Remaining
Repair Courthouse lots	MNT-0055	CARRYOVER	5,000	-	5,000
Better Highway Signage on 3rd floor	MNT-0219	CARRYOVER	1,000	-	1,000
Fencing and Parking Gate at PSC	MNT-0267	CARRYOVER	47,213	(6,900)	40,313
Ceiling Tile Rplcmnt Overage (ARPA-0062)	2023 ADD	CARRYOVER	31,720	(31,720)	-
Total Carryover from 2023			84,933	(38,620)	46,313
Parking lot repairs at PSC	MNT-0054	2024 CIP BUDGET	20,000	(4,850)	15,150
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	111,000	-	111,000
Replace Leibert HVAC in data center at Gov't Center	MNT-0187	2024 CIP BUDGET	238,695	-	238,695
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	(47,505)	2,495
Window blinds for 3rd floor at Courthouse	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			705,781	(52,355)	653,426
Grand Total			\$ 790,714	\$ (90,975)	\$ 699,739

**2024 Capital Improvement Plan
Budget to Actual
As of August 13, 2024**

SHERIFF'S OFFICE					
Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (Ind Auction Proceeds)	N/A	REVENUE	217,179	(105,460)	111,719
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	CARRYOVER	12,472	(12,472)	-
Total Carryover from 2023			229,651	(117,932)	111,719
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	2024 CIP BUDGET	414,670	(378,078)	36,592
NOPTIC NV3 Night Vision	CCSO-0367	2024 CIP BUDGET	8,000	-	8,000
Drone	CCSO-0368	2024 CIP BUDGET	20,075	(20,075)	-
Patrol Suppressors	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	(71,221)	779
SWAT rifle place replacement	CCSO-0417	2024 CIP BUDGET	7,700	(7,700)	-
Total 2024 CIP Budget			548,617	(502,624)	45,993
Grand Total			\$ 778,268	\$ (608,084)	\$ 157,712

PARKS/ENVIRONMENTAL					
Description	Project #	Source	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	ENVS-0121	2024 CIP BUDGET	175,000	(13,593)	161,407
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	(1,003)	14,997
Sunrise Prairie Trail benches	ENVS-0381	2024 CIP BUDGET	25,000	(24,393)	607
Millermatic 252 wire feed welder	ENVS-0382	2024 CIP BUDGET	5,500	(4,299)	1,201
Ki Chi Saga shelter picnic tables	ENVS-0383	2024 CIP BUDGET	10,000	(9,754)	246
Trash and recycling containers for park shelters	ENVS-0384	2024 CIP BUDGET	20,000	(19,822)	178
Total 2024 CIP Budget			\$ 361,500	\$ (72,864)	\$ 288,636

PUBLIC WORKS					
Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	N/A	REVENUE	108,150	(5,043)	103,107
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	(76,335)	3,665
Fuel Island Repairs	PWKS-0233	2023 CIP BUDGET	27,270	-	27,270
Total Carryover from 2023			702,056	(81,378)	620,678
1-ton Work Truck	PWKS-0167	2024 CIP BUDGET	75,000	-	75,000
Traffic Counters	PWKS-0400	2024 CIP BUDGET	20,000	(16,138)	3,862
Thermoplastic Heaters	PWKS-0401	2024 CIP BUDGET	10,000	(9,000)	1,000
938M Wheel Loader	PWKS-0402	2024 CIP BUDGET	300,000	(284,404)	15,596
Snowblower for Loader	PWKS-0403	2024 CIP BUDGET	65,000	(62,500)	2,500
Vehicle Lift	PWKS-0404	2024 CIP BUDGET	30,000	(24,629)	5,371
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	(2,916)	5,084
Weedwhips	PWKS-0408	2024 CIP BUDGET	6,500	(10,350)	(3,850)
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	(1,768)	28,232
Total 2023 CIP Budget			905,500	(668,830)	236,670
Grand Total			\$ 1,607,556	\$ (750,208)	\$ 857,348

**2024 Capital Improvement Plan
Budget to Actual
As of August 13, 2024**

TECHNOLOGY					
Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	N/A	CARRYOVER	45,864	-	45,864
Relocate the Wyoming Emergency Paging Tower	ENTS-083	CARRYOVER	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	ENTS-0088	CARRYOVER	165,000	(78,156)	86,844
Replace network cores at ECC, No parts available	ENTS-0099	CARRYOVER	20,970	(20,970)	-
Replace network switches that support end user devices at the ECC / 911 due to core replacement	ENTS-0103	CARRYOVER	60,000	(25,232)	34,768
Total Carryover from 2023			391,834	(124,358)	267,476
Replace primary UPS units #1 and #2 in Courthouse Data Center, Courthouse 2nd floor data room, and North Branch Data Center due to age and unavailability of replacement parts (added ENTS-0372 and ENTS-0395 in April 2024)	ENTS-0371	2024 CIP BUDGET	197,200	(140,837)	56,363
2024 Small Equipment Replacement	ENTS-0385	2024 CIP BUDGET	255,200	(153,626)	101,574
Cyber Security - Policies	ENTS-0390	2024 CIP BUDGET	50,000	(8,056)	41,944
2024 Small Equipment New Requests	ENTS-0391	2024 CIP BUDGET	36,900	(17,878)	19,022
Seim Tool - help us detect, prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	ENTS-0397	2024 CIP BUDGET	59,753	-	59,753
6 Gradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	ENTS-0415	2024 CIP BUDGET	18,500	(17,232)	1,268
IT Equipment for Probation new hires	2024 ADD	2024 CIP BUDGET	3,221	(3,221)	-
Total 2024 CIP Budget			620,774	(340,850)	279,924
Grand Total			\$ 1,012,608	\$ (465,208)	\$ 547,400
HHS					
Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	HHS-0195	CARRYOVER	40,000	(29,670)	10,330
HHS Interview Rooms	HHS-0196	CARRYOVER	40,000	-	40,000
Total			\$ 80,000	\$ (29,670)	\$ 50,330
EMERGENCY MANAGEMENT					
Description	Project #	Source	Budget	Actual	Remaining
EOC replacement chairs	EMGT-0386	2024 CIP BUDGET	9,295	(9,253)	42
Total			\$ 9,295	\$ (9,253)	\$ 42
UNALLOCATED					
Description		Source	Budget	Actual	Remaining
2024 Unallocated CIP Funds	6/26/2024	CARRYOVER	60,122		
Auction Proceeds - 2009 Chevy Colorado	12/20/23 Board Mtg	ZONING	1,900		
IT Equipment for Probation new hires	07/10/24 B&F Mtg	TO TECHNOLOGY	(3,221)		
From MNT-0186	07/10/24 B&F Mtg	FACILITY MAINTENANCE	139,000		
Additional Liebert HVAC funding	07/10/24 B&F Mtg	to MNT-0187	(38,695)		
Additional funding for cyber security	07/10/24 B&F Mtg	to ENTS-0397	(29,753)		
Additional funding for ARMER testing	07/10/24 B&F Mtg	TO TECHNOLOGY	(8,064)		
SpyGlass Audit	8/7/24 Board Mtg	TO ADMINISTRATION	(40,306)		
Total			\$ 80,983	\$ -	\$ 80,983
ARMER			\$ 328,580	\$ 9,450	\$ 338,030
TOTAL ALL DEPARTMENTS			\$ 5,287,288	\$ (2,054,579)	\$ 3,347,619

ARPA Budget to Actual As of August 13, 2024						
ADMINISTRATION						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Administration Fee/Unallocated	109,931	-	-	12/31/2024	109,931
2023 ADD	Management Training - 2024	10,000	-	(10,000)	As Needed	-
2023 ADD	Legal Counsel	30,000	-	(30,000)	Invoice Pending	-
2024 ADD	ICS - Capital Building Planning Prof Svcs	23,005	(10,517)	(12,488)	8/31/2024	-
2024 ADD	Update Flags and Seals to MN State Flag	45,000	(1,619)	(43,381)	Fall 2024	-
2024 ADD	UKG Recruiting Software	7,500	(7,500)	-	Fall 2024	-
2024 ADD	ECRLB Camera Upgrades - remaining libraries	27,230	-	(27,230)	Fall 2024	-
		\$ 252,666	\$ (19,636)	\$ (123,099)		\$ 109,931
ATTORNEY						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(60,254)	(47,764)	Under Contract	-
2023 ADD	LENS Update	40,600	-	(40,600)	9/30/2024	-
2023 ADD	AXON Justice Program	47,172	(32,172)	(15,000)	12/31/2024	-
		\$ 195,790	\$ (92,426)	\$ (103,364)		\$ -
AUDITOR-TREASURER						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	250,000	(214,890)	(35,110)	Under Contract	-
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	30,000	-	(30,000)	12/31/2024	-
2024 ADD	OpenGov - Workforce Module & Setup	35,740	-	(35,740)	Fall 2024	-
		\$ 315,740	\$ (214,890)	\$ (100,850)		\$ -
EMERGENCY MANAGEMENT						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	60,000	(10,550)	(49,450)	12/31/2024	-
		\$ 60,000	\$ (10,550)	\$ (49,450)		\$ -
ENTERPRISE SERVICES						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	1,966,546	(1,144,425)	(822,121)	Ongoing	-
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	-	(60,000)	Planning Stages	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	(56,708)	(43,292)	8/31/2024	-
2024 ADD	*ARPA ARMER* Radios (35) - Public Works	99,649	(88,823)	(99,649)	8/31/2024	(88,823)
2024 ADD	VPN Service - Sheriff Squads	26,000	(14,000)	(12,000)	12/31/2024	-
		\$ 2,252,195	\$ (1,303,956)	\$ (1,037,062)		\$ (88,823)

ARPA Budget to Actual As of August 13, 2024						
ENVIRONMENTAL SERVICES						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
ARPA-0240 ENVIS	Chisago County Mountain Bike Course	167,355	(164,802)	(2,553)	Final Invoice Pending	-
ARPA-0304 ENVIS	Ki Chi Saga Park Municipal Building	211,500	(114,257)	(97,243)	Fall 2024	-
					\$135k to be spent in 2024	
ARPA-0305 ENVIS	Water Resources Grant Match	250,000	(64,804)	(185,196)	Agreements signed by 12/31/2024 for remainder	-
ARPA-0307 ENVIS	Lower St. Croix Watershed Planning	121,200	(9,795)	(111,405)	2024/2025 (with signed agreement)	-
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant					
2023 ADD	Trail Connection to Center City	25,513	(3,640)	(21,873)	8/1/2024	-
2023 ADD	Ki Chi Saga Septic System	21,000	(19,589)	(1,411)	8/1/2024	-
2023 ADD	Planning Code Review	14,000	-	(14,000)	12/31/2024	-
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	2024/2025 (with signed contract)	-
		\$ 1,091,568	\$ (376,887)	\$ (714,681)		\$ -
LID						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2024 ADD	Channel and Weir Project	\$ 175,000	\$ (17,510)	\$ (157,490)	FALL 2024	\$ -
MAINTENANCE						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Concrete Repairs	54,300	(10,100)	(44,200)	9/30/2024	-
2024 ADD	Office security changes for Admin (overages)	15,352	-	(15,352)	FALL 2024	-
2024 ADD	Hwy & CSCO Building Study	30,000	-	(30,000)	Planning Stages	-
2024 ADD	Baggage and Body Scanner - Gov't Center	35,715	-	(35,715)	FALL 2024	-
2024 ADD	Replace carpet - Assessor & Probation	29,615	-	(29,615)	FALL 2024	-
		\$ 164,982	\$ (10,100)	\$ (125,267)		\$ -
PROBATION						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2024 ADD	Ballistic vests and supervision tools	9,304	-	(9,304)	FALL 2024	-
2024 ADD	Tools on Demand renewal (7 licenses/5 years)	5,250	-	(5,250)	FALL 2024	-
		\$ 14,554	\$ -	\$ (14,554)		\$ -
SHERIFF'S OFFICE						
Project #	Description	Budget	Actual	Allocated	Status	Amount Remaining
2023 ADD	Recruitment Program	55,000	\$ (45,500)	(9,500)	12/31/2024	\$ -
2023 ADD	School Safety	40,000	-	(40,000)	Fall 2024	-
2024 ADD	Stacy Squads (2)	170,856	(114,530)	(56,326)	8/31/2024	-
2024 ADD	TZD Squad & Accessories	97,500	(46,570)	(50,930)	Pending Grant Award	-
2024 ADD	K-9 Program -2 (\$28,400) + Overtime (\$7,800)	36,200	(28,400)	(7,800)	Fall 2024	-
2024 ADD	Storage Container and shelving	5,875	-	(5,875)	Fall 2024	-
		\$ 405,431	\$ (235,000)	\$ (170,431)		\$ -
COMPLETED PROJECTS						
Project #	Description	Budget	Actual	Allocated		Amount Remaining
		\$ 6,061,881	\$ (6,061,881)			\$ 0
	TOTALS	\$ 10,989,807	\$ (8,342,836)	\$ (2,596,248)		\$ 21,108

ITEM I.

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 (unknown status)
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 – CPS	2 Vacancies – pending – to be filled in August 2024
Dispatcher	1 FT Vacancy as of August 2024
Patrol	1 vacancy
CSO	1 Vacancy – post in summer 2024
Public Health Nurse FT/PT	Job Posting closed April 7, 2024; Interviewing/Pending
AIS Specialist – Lead Watercraft Inspector	1 vacancy – pending
Family Services Aide	1 vacancy – pending
Victim Witness Secretary – County Attorney’s Office	1 vacancy – pending
Assessor Manager	1 vacancy – posted until August 28
Deputy Sheriff – Bailiff	Job posted until August 27
Administrative Assistant/Jail Accountant	Job posted until August 28 – retirement

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

II

ECRLB Extended Hours Proposal and 2025

Budget

August 14th, 2024

Regional Public Library Systems are multicounty service agencies organized under the provision of Minnesota Statutes, sections 134, 317 or 471.59. These systems are formed under joint powers agreements between cities and counties. Regions and their branch or member public libraries provide free access to library services for all residents of the region without discrimination.

Through cooperation, shared services, and reciprocal agreements, library users have access to a wide range of public library services and resources within the region and statewide. Through system collaboration, communities develop libraries that capitalize on economies of scale providing greater effectiveness, improved quality, and access to more resources. The directors of the systems come together regularly as the Council of Regional Public Library System Administrators (CRPLSA) to discuss commonalities among systems, identify potential collaborations, and work toward statewide goals.

East Central Regional Library (ECRL) is a consolidated regional public library system in east central Minnesota. It has 14 branch libraries located in six counties: Aitkin, Chisago, Isanti, Kanabec, Mille Lacs, and Pine. ECRL was formed under joint powers agreements between cities and counties.

Chisago Lakes Area Library

11754 302nd St.

Chisago City, MN 55013

North Branch Area Library

6355 379th St.

North Branch, MN 55056

Rush City Public Library

240 W. Fourth St.

PO Box 556

Rush City, MN 55069

Wyoming Area Giese Memorial Library

26855 Forest Blvd.

P.O. Box 39

Wyoming, MN 55092

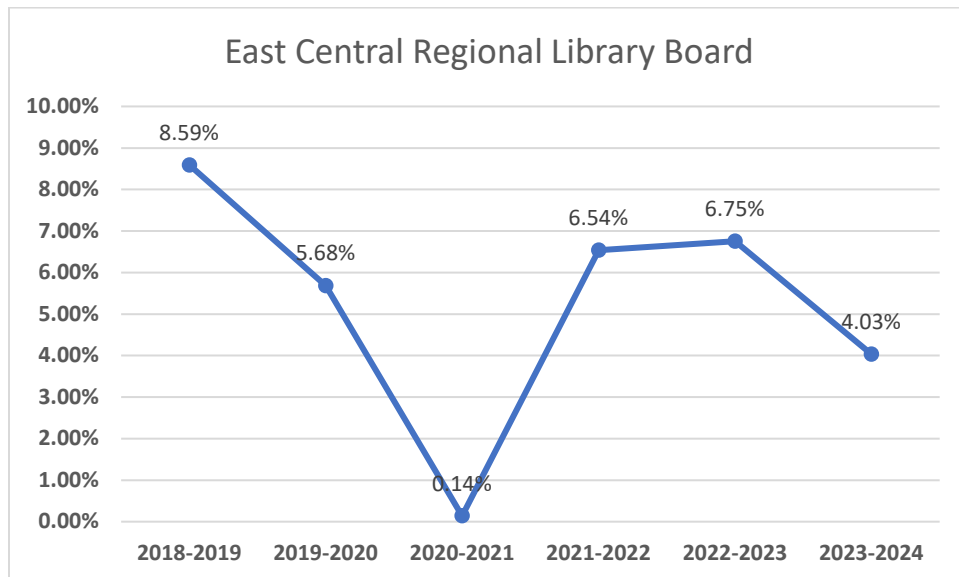
Staff

Carla Lydon, Executive Director

111 Dellwood Street North

Cambridge, MN 55008

Minnesota's public libraries are required by law (Minnesota Statutes, section 134.13) to submit annual reports to the Minnesota Department of Education.



Attachment(s):

- 2025 Budget Request
- MinnPost Article 'Twin Cities libraries accessible beyond posted hours'
- Rush City New Mural Design

	A	B	C	D	E	F	G	H
1								
2		2022 Budget	2023 Budget	2024 Budget	2025 Budget	2025 Percentages	Increase	Percent Increase
3	I. PROPERTY TAXES - OPER.							
4	Aitkin	242,535	246,058	251,450	287,538	10.95%	36,088	14.35%
5	Chisago	693,014	748,331	778,495	837,927	31.91%	59,432	7.63%
6	Isanti	473,765	522,007	534,565	575,841	21.93%	41,276	7.72%
7	Kanabec	164,845	166,595	177,305	191,989	7.31%	14,684	8.28%
8	Mille Lacs	300,388	305,601	314,189	340,711	12.97%	26,522	8.44%
9	Pine	352,603	355,701	369,600	392,122	14.93%	22,522	6.09%
10	TOTAL	2,227,150	2,344,292	2,425,603	2,626,127			
11								
12	II. LOCAL CONTRACTS							
13	City of Aitkin	10,910	10,686	10,910	11,617			
14	City of Hinckley	7,637	7,480	7,637	8,132			
15	City of Pine City	4,364	4,274	4,364	4,647			
16	Princeton Endowment (formerly PR Friends)	4,909	4,809	4,909	5,228			
17	City of North Branch	10,910	10,514	10,910	11,617			
18	Kanabec County (additional service hours)	4,364	4,274	4,364	4,647			
19	Mille Lacs County (additional service hours)	0	0	0	0			
20	MnLINK	3,800	3,800	3,800	0	distributions will end with transition to new system. Funds will be used for development		
21	Federal Correctional Institution	8,155	8,563	8,886	9,085	Per contract		
22	CMLE Fiscal Agent		13,000	13,488	0	CMLE will leave		
23	TOTAL	55,048	67,401	69,267	54,971			
24								
25	III. BASIC SYSTEM SUPPORT (RLBSS)							
26	State FY 2025 or current year (40%)	347,835	340,064	415,172	379,232			
27	State FY 2026 or next year (60%)	521,752	622,758	622,758	580,224	2% min state funding increase		
28	TOTAL	869,587	962,822	1,037,930	959,456			
29								
30	IV. TELECOMMUNICATIONS (RLTA - restricted use)							
31	State Telecommunications Aid (Priority 1)	55,000	55,000	55,000	55,000			
32	State Telecommunications Aid (Priority 2)	75,000	141,546	141,546	163,681	based on FY24 Allocation		
33	TOTAL	130,000	196,546	196,546	218,681			
34								
35	IV. MISCELLANEOUS INCOME							
36	Fund development	20,000	20,000	20,000	20,000			
37	Computer Print-Outs & Photocopies	38,000	38,000	38,000	36,000			
38	Sale/loss of property	10,000	10,000	10,000	8,000			
39	Fines	60,000	40,000	15,000	30,000	autorenewals		
40	Refunds (Other Income)	3,000	3,000	3,000	3,000			
41	AV/FAX Service	8,200	8,200	8,200	7,000	based on 2023 actuals		
42	Interest	1,500	7,000	25,000	50,000	Interest rate increased		
43	TOTAL	140,700	126,200	119,200	154,000			
44								
45	VI. REIMBURSEMENTS							
46	Building Costs (City of Cambridge 2/3)	50,000	53,000	53,000	58,000	Leaving as is per current contract but budgeting increase per City proposal		
47	Carryover/Fund balance transfer	75,000	-62,662	20,000	55,000			
48	Transfer from health insurance settlement	4,000	0	0	0			
49	Grant funds and other (Legacy)	40,000	40,000	40,000	42,319	Legacy reimbursements (ACHF application)		
50	TOTAL	169,000	30,338	113,000	155,319			
51	TOTAL RECEIPTS	3,591,485	3,727,599	3,961,546	4,168,554		5.23%	Overall Budget Increase
52								
53	Total Receipts (less County shares)				1,542,427			
54								
55								
56								
57	TOTAL EXPENDITURES				4,168,554			
58								
59								
60								
61								

News Metro

Twin Cities libraries accessible beyond posted hours

Libraries across the metro are accessible to patrons with pre-registration for extended hour usage, with more branches offering the service later this summer and fall.

by **H. Jiahong Pan**
8 hours ago

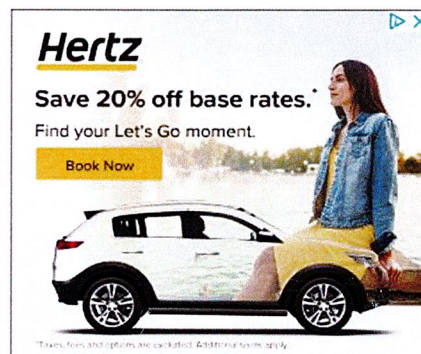


This past June, Scott County Libraries launched extended access at the New Prague Memorial Library. Credit: MinnPost photo by H. Jiahong Pan

Just after noon one cloudy Sunday, Burnsville resident Fay Li found herself in a study room at the Burnhaven library studying for an exam to become a registered nurse.

The library, however, wouldn't open for another hour. Li got access to the library as part of initiatives by two south metro libraries, called Extended Access, to allow patrons access to facilities during hours when the building is officially closed and when staff isn't present.

Fourteen such libraries in Dakota and Scott County are accessible to patrons with pre-registration, with the Galaxie library in Apple Valley and the Savage library being accessible as of this month. One more library branch each in Dakota and Scott County will be accessible after-hours later this summer.



For Li, who commuted from Shakopee to the Burnhaven library before relocating just to take advantage of extended access hours, it's given her time to study for the exam.

"One time I was just coming here to study and I really wanted to stay. One of the leaders said we have self access hours," Li said.

Full after-hours access years in the making

Scott County began its foray in making its libraries accessible in off hours shortly after the Great Recession of 2008. County officials said they made their library meeting rooms accessible off-hours between 2009 and 2010.

Scott County Library officials say the response to off-hours meeting room use inspired them to provide access to other library resources.



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“The positive response to after-hours meeting room use inspired SCL (Scott County Libraries) to consider how we could similarly provide access to other desirable resources like Wi-Fi, computers, and study spaces,” Scott County spokesperson Lisa Kohner said.

From 2018 to 2019, Scott County worked with the University of Minnesota’s [Resilient Communities Project](#) to determine how to increase library access. The collaboration was part of a larger county effort to implement its 2040 comprehensive plan goals, which was crafted under the same state law that mandated [Minneapolis’ controversial comprehensive plan](#).

Through the Resilient Communities Project collaboration, a research team of St. Catherine University library science students found enthusiastic interest in [libraries open to the public beyond staffed hours](#), particularly from those who live in Jordan, a town off of Highway 169 10 miles southwest of Shakopee.

Scott County Libraries launched extended access at the Jordan library in September 2021, making it accessible to those with a registered library card from the hours of 6 a.m. to 10 p.m. Since its launch, the branch has seen 11,619 extended-hours visitors. The Scott County library system has 1,370 registered users as of June 25.

Meanwhile, Dakota County Libraries launched extended access at the Farmington library early last year, making it accessible to users from 6 a.m. to 11 p.m. County spokesperson Mary Beth Schubert said it started with Farmington because the branch had limited hours and “the need for more access was greatest there.” Since its launch, 2,737 people have registered to access libraries countywide after hours.

Scott County soon began to expand to other branch locations, including to New Prague this past June. Extended hours usage at the New Prague branch soared since it started, doubling from 122 visits in June of 2023 to 255 in May of this year. The New Prague library has the second-highest off-hours visits among Scott County libraries, after the library in Jordan.

Related | North Loop Green brings nature into the ‘concrete jungle’

During a recent four-hour visit to the New Prague library on a Friday afternoon, when it is closed, a MinnPost reporter saw a group of homeschooled children playing with toys in a meeting room, as well as people coming and going to browse books and use computers.

Jennifer A., a New Prague resident who declined to share her last name with MinnPost for privacy reasons, was one of those patrons.

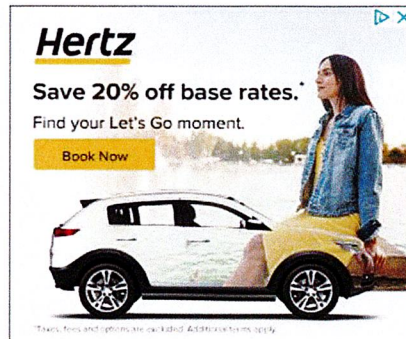


“I don’t have internet access so that’s why I come here,” said Jennifer, adding she has a very old computer.

The initiative costs Scott County \$20,000 per branch annually, which includes software, security measures such as cameras, and staff time. For Dakota County, it spent \$275,000 for security cameras, speakers for automated announcements, building modifications, and software adjustments, and plans to spend \$150,000 annually on energy costs and utilities for all 10 locations.

“Ongoing software costs and staff time to support the process are needed whether we offer this service or not,” Dakota County spokesperson Mary Beth Schubert added.

Despite the lack of staff present off hours, Scott County librarian Kristy Rieger believes the initiative will require more staff, not less.



“Reducing staff would counterintuitively erode both the user experience and the sustainability of SCL’s overall operations. Many SCL, city, and county partners are working behind the scenes to ensure visitors have a great experience, regardless of when they visit the library. Long term, we expect extended access to gradually increase the need for staff, contingent on impacts to basic operations (shelving, item processing, etc.) and community demands for programming,” Rieger said.

How to get extended access

Nine of 10 Dakota County library branches are now accessible for extended hours, with the Galaxie library in Apple Valley joining the roster on July 8. Dakota County expects the Wentworth Branch library in West St. Paul to be accessible sometime in August.

Meanwhile, five of seven Scott County library branches are accessible off-hours, with the addition of the Savage library on July 1. The county expects to make the Prior Lake branch accessible sometime in September.

Scott County library officials have no immediate plans to make its Shakopee branch accessible for extended hours.

“As our largest branch, and our only branch with two floors, the Shakopee Library would likely require extensive and costly facility modifications to safely support extended access. As a result, we felt it best to pause and revisit Shakopee at a later date,” Rieger said, adding they increased staffed hours at Shakopee library in March 2024.

Securing access to a Dakota or Scott County library is relatively simple. A person first needs to have a library card from a [Minnesota regional library system](#), which includes any library in the Twin Cities. They then need to register the library card in-person at a library associated with the system you wish to use after hours. They will also need to bring a state-issued identification card so library staff can verify the person's identity.

Related | Six things you need to know about the Blue Line Extension's expected environmental impacts

After a library card is registered with their system, a person will need to [review](#) a [video](#) about the service, as well as complete an access form. The access form for Dakota County libraries can be [completed online](#), while the access form for Scott County must be completed in-person.



Rieger expects for patrons to obtain extended hours access on the same day they sign up. Indeed, the MinnPost reporter was granted extended hours access at Scott County Libraries the same day they registered their existing Hennepin County library card with the system last November. Meanwhile, Dakota County library officials expect to take one to threefive weeks to process applications for extended access, though the MinnPost writer was able to receive a proximity card to access Dakota County libraries in a little more than a week after registering their Hennepin County library card with Dakota County.

After-hours access elsewhere

In September, Hennepin County libraries converted its Osseo branch library into a self-service branch. Once open three days a week, the library is now open when Osseo City Hall is open.

Marnie Schuster, a Maple Grove resident, found herself visiting the Osseo City Hall to make copies one Monday in July. With the Osseo library open more often, Schuster thinks she may start visiting more.

"It's right by my kids' high school," said Schuster.

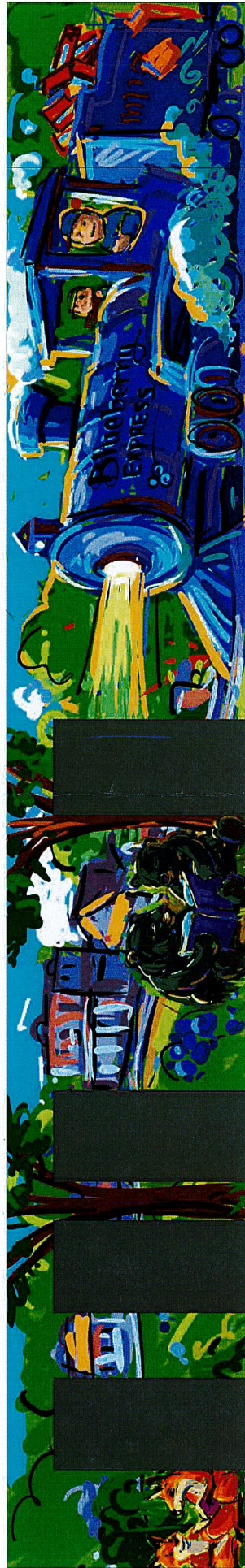
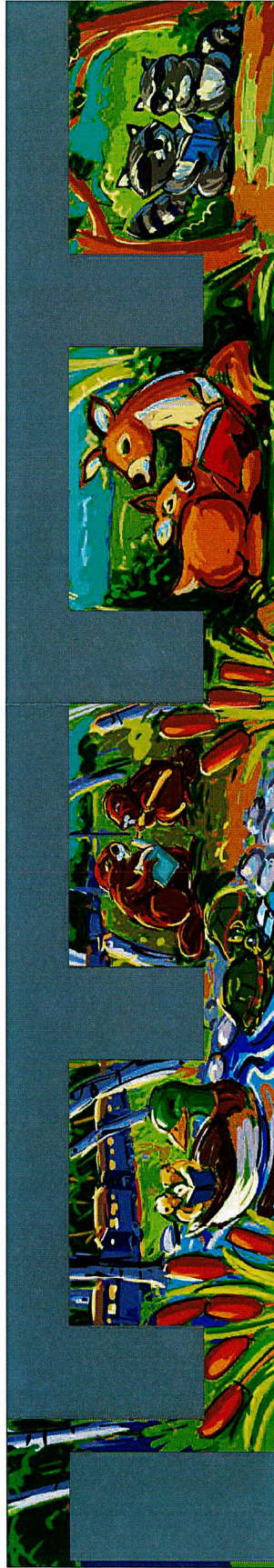
Hennepin County Library also allows users to pick up reserved books at the Arvonne Fraser and Ridgedale libraries during certain hours when the library is not open. Holds at these libraries are kept in a separate room and can be accessed by scanning a library card.

Meanwhile, both the Carver County Library and Great River Regional Library systems, the latter serving central Minnesota, are considering following in Dakota and Scott County's footsteps in allowing their patrons to use their libraries during off hours.

For the Great River Regional Library, it has not decided where to start the pilot. Because some of its libraries are located in city facilities, those cities would have to approve the pilot.

"It is too soon for us to name the specific location. We are discussing possible locations and will need city approval in order to move forward," Executive Director Karen Pundsack said in an e-mail.

Libraries in Anoka, Carver and Washington counties, as well as the St. Paul Public Library, have lockers available for those who wish to pick up library materials either outside of library hours or outside of library facilities. For example, Carver County has three such lockers in municipal buildings in Cologne, Mayer, and Victoria, as well as one additional set of lockers at Southwest Transit's Carver Station. The four Carver County lockers combined have a total circulation of 10,317 in 2023.



III.

University of Minnesota Extension 2025 **Budget Proposal**

August 14th, 2024

Extension brings Minnesotans together to build a better future through university science-based knowledge, expertise and training. Chisago County partners with Extension to deliver practical education and research you can use at home, at work and in the community.

The Minnesota State Legislature established County Extension Committees (CEC) in 1923. State statute mandates each county must have an Extension Committee with the following composition: 2 county commissioners, 6 county residents selected by the County Board, and the County Auditor or their designee.

Extension is an outreach arm of the University of Minnesota. Extension's mission is "connecting community needs and University resources". Extension provides its research and education outreach in urban, suburban and rural communities through its partnership with the federal, state and county government in all 87 Minnesota counties through its 18 regional centers throughout the state.

Responsibilities

The Extension has 3 major areas of responsibility, as defined by the state statute:

- Program development and evaluation:
 - The committee develops an annual program of work in cooperation with the U of Minnesota Extension Service.
 - Assist in identifying county needs and matching or empowering county or regional staff in meeting those needs through education programming.
- Personnel:
 - The committee members often service on the search and interview committees to recommend suitable, qualified persons for Extension Educator positions to the Extension dean and director of Extension.
 - By state statute, Extension Educators are U of Minnesota employees.

- The committee also provides yearly input to the Extension Director or supervisor regarding Extension Educator performance in development and delivery of the identified programs.
- Budget development:
 - The committee, working with Extension, prepares an annual budget of funds needed for the maintenance, support, and expenses of the county's Extension work and submits it to the County Board for approval.

U of M Extension, Chisago County

mnext-chisago@umn.edu

38814 Third Ave

North Branch MN 55056-5962

Phone: 651-277-0151

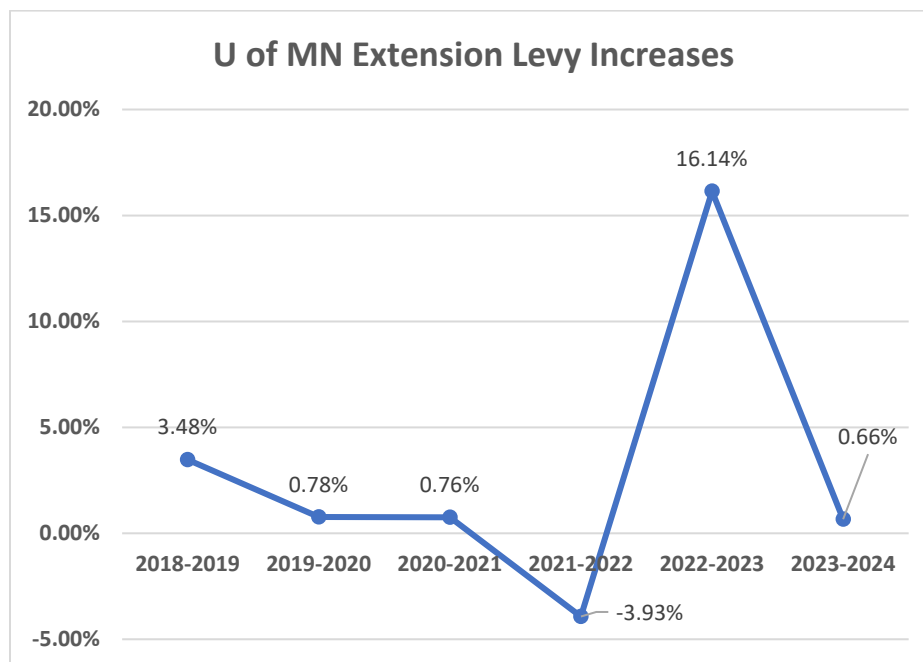
Staff

Josiah Cole, 4-H Extension educator

colex300@umn.edu or 651-277-0150

Sue Humble, Program Coor., Master Gardener Program and Support Staff

humb0025@umn.edu



Attachment(s):

- Memorandum of Agreement with University of MN
- MOA Programs and Positions and
- 2025 Chisago County Budget Presentation
- Presentation on '2025-2027 County/Extension Proposed Agreements'

Type	Account Name	2021 Actuals	2022 Actuals	2023 Actuals	2024 Approved Budget	2025 Proposed Budget	2026 Proposed Budget
Expenses	Per Diem In Lieu Of Salaries	500	600	1,170	1,650	1,650	
Expenses	Telephone	2,158	2,513	2,515	2,550	2,675	
Expenses	Postage	0	0	0	1,350	750	
Expenses	Contract Purchased Services-Governmental	121,070	115,171	132,987	123,500	128,036	
Expenses	Contract Services	0	0	0	2,250	2,250	
Expenses	Mileage	77	160	348	500	500	
Expenses	Equipment Rental/Computers	0	0	0	3,100	3,100	
Expenses	Office Supplies	1,605	2,030	2,948	4,800	4,800	
Expenses	Miscellaneous Expenses	300	300	300	1,500	1,500	
Expenses	Program Expense (4-H & Master Gardener)	0	0	0	0	4,500	
		125,710	120,774	140,268	141,200	149,761	
Revenues	Miscellaneous Revenue	148	12,897	126	0		
		148	12,897	126	0		

Agreement
Between the Regents of the University of Minnesota
And
Chisago County, Minnesota
For providing Extension programs locally and
employing Extension Staff

This Agreement (“Agreement”) between the County of Chisago Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University’s state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and the

grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

If to University:

University of Minnesota
Minnesota Extension
Attn: Dean Beverly R. Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that 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 relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

– Signature Page Follows –

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

County of Chisago

BY _____
Chair, County Board of Commissioners

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

Regents of the University of Minnesota

BY _____
Dean, University of Minnesota Extension

DATE _____

Agreement between the Regents of the University of Minnesota through its Extension and Chisago County, Minnesota

Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
YD 4- H Extension Educator ¹	1	\$100,000	1	\$103,000	1	\$106,100
Master Gardener Volunteer Program Coordinator	.25	\$21,250	.25	\$21,887	.25	\$22,543
Total	1.25	\$121,250	1.25	\$124,887	1.25	\$128,643

Table B: Administrative Support Specialist

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Administrative Support	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
University-hired Administrative Support Specialist ²	N/A					
Total						

Table C: Short-term Temporary Casual Program Staff (e.g. College Intern; Summer Coordinator)

County agrees to provide the funds identified below to support University-hired short-term temporary casual program staff. Salary and fringe vary by classification and experience. Unless otherwise noted, the University has the flexibility to hire individuals into the classification that matches the employee's qualifications and best serves the county Program needs. Funds provided will be used to cover salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Casual Program Staff ²	2025 Total Funds	2026 Total Funds	2027 Total Funds
4-H YD Intern 300hrs	\$6,768	\$6,972	\$7,182
Total	\$6,768	\$6,972	\$7,182

Table D: Grant/Partner Funded Positions

County is not obligated to provide funds and the University shall not bill for the following grant or partner-funded positions. County agrees to provide “local support” as specified in paragraph 4 of the Agreement unless otherwise specified. University agrees to provide salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

Program	Position/Working Title	Grant/Funding Partner	Local Support
Family, Health, and Wellbeing	N/A		

Table E: Summary

Table Subtotals	2025		2026		2027	
	FTE		FTE		FTE	
Table A	1.25	\$121,250	1.25	\$124,887	1.25	\$128,643
Table B						
Table C						
1 Summer Intern		\$6,786		\$6,972		\$7,182
Total MOA Costs		\$128,036		\$131,859		\$135,825

Agreement between the Regents of the University of Minnesota through its Extension And Chisago County, Minnesota Exhibit B: Program Deliverables

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

4-H Youth Development:

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

Agriculture, Food and Natural Resources:

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Master Gardener Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

Family, Health and Wellbeing:

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will

promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.

2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

Community Development:

1. Extension Educators will work with community leaders, including the County Extension Committee, to engage different segments of the community to understand and assess the issues affecting their community and its development.
2. Extension Educators will facilitate the development of an annual community development action plan that guides educational programming and applied research for the county on an annual basis and contributes to the development of a core \set of community development resources for the county.
3. Extension Educators will facilitate and support access to community development educational programming in the county such as programs in leadership development, tourism, entrepreneurship, workforce development, placemaking, and others tailored to the needs of the county.
4. Extension Educators will coordinate applied research programs that examine issues of community and economic development that help community leaders better understand these issues and inform actionable responses.
5. Extension Educators will evaluate the short and long-term impacts of community development programming in the county and share this information with the County Extension Committee and other stakeholders.

**Agreement between the Regents of the University of Minnesota through its Extension
And Chisago County, Minnesota
Exhibit C: University Recommendations**

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

1. Technology recommendations for Extension employees located in county Extension offices

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
 - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
 - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
 - Microsoft Office is used to create documents, spreadsheets, and presentations.
 - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
 - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
 - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
 - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

2. Recommendations for time and responsibilities of county-hired administrative support specialists

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.
- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

Example Position Description

Extension Administrative Support Specialist

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

County Program Support

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

Office and General Administration

- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

2025 CHICAGO COUNTY BUDGET PRESENTATION

2025 BUDGET PRESENTATION

Chisago County Extension

D. Craig Taylor, Regional Director

July 13, 2024



2025 HIGHLIGHTS - FUNDS WILL BE USED TO

- **Enable Extension Offices to**
 - Play a critical role in building community social capital
 - Support a broad range of high-quality educational programs/services
 - Provide additional skill building resources, tools and opportunities
- **Ensure that extensions initiatives help residents**
 - Of all ages, backgrounds and cultures
 - Learn and acquire new skills
 - Improve their livelihoods
 - Make informed decisions on relevant issues impacting their communities

2025 HIGHLIGHTS - FUNDS WILL BE USED TO

- **Support research and innovation**
 - By advancing knowledge and practices in
 - Agriculture
 - Health
 - Nutrition
 - Youth development
- **Support and maintain existing service levels**
 - Operational
 - Programmatic
 - Staffing/Human Resources



EXTENSIONS SERVICE IMPACT - 2023

- **4-H Youth Development Program**
 - Total number of youth served 225
 - New enrollee's for 2023-24 total 262
 - Number of volunteers 104
 - Program opportunities or events offered include:
 - Ambassadors Club
 - Horse project
 - Livestock club
 - Shooting sport and wildlife
 - Time crafters
 - Project bowl teams



EXTENSIONS SERVICE IMPACT - 2023

- **Master Gardener Program**
 - Number of youth served 30
 - Number of adults served approximately 800+
 - Number of volunteers 43 certified master gardeners
 - Volunteers completed 2,602 hours
 - Total community partnerships 10+ organizations



- **Master Gardener Program (contd.)**
 - Other program opportunities include:
 - County fair
 - Amelund threshing show
 - Amelund apple festival
 - Arbor day event
 - Well water screening event
 - Wyoming library garden clean up
 - 6 radio show interviews

ONGOING CHALLENGES

- Finding or increasing the number of volunteers to lead/support programs
- Getting youth to attend programs that are outside of their interest areas
- MG position is only a .25 FTE cannot meet the growing demand/need
- Discovering new ways to improve our communication with families utilizing: mail, social media, email, text and in person meetings



OPPORTUNITIES

- Partnering with local businesses to lead educational programming
- Utilizing the endowment fund to provide scholarships to youth and improve county fair resources (shelving, stage, sound, system, etc.)
- Trend shows more younger people interested in volunteering





PERSONNEL STATISTICS

	2024 Adopted Budget	2025 Requested Budget
Chisago County Staffing		
FTE (County Hired Admin Support)	.25	.25
Budgeted Costs	N/A	N/A
U of MN Extension Staffing		
FTE (Summer Intern)	400 hours	300 hours
Budgeted Costs	\$6,288	\$6,786
U of MN Extension Staffing		
FTE	1.25	1.25
Total Budgeted Costs	\$117,212,	\$121,250
Contingent FTE	1.5	1.50



BUDGET CHANGES SUMMARY

	Amount	Comments
Countywide Changes		
Salary and Benefits	N/A	Merit Increases
Other Allocations (Fleet, IT, Space, Insurance)	N/A	N/A
Budget Changes		
New / Changed Positions	\$0	\$0
Other Items	\$20,938	MOA Contract Change



CHISAGO COUNTY EXTENSION PERSONNEL

	2023 Adopted Budget	2024 Adopted Budget	2025 Requested Budget
Revenue	\$0	\$0	\$0
Personnel Costs			
County Personnel Costs	N/A	N/A	N/A
U of M Contract Personnel Costs	\$123,500	\$123,500	\$128,036
Total Personnel Expenditures	\$123,500	\$123,500	\$128,036
U of M Personnel % of Change	1%	0%	3.7%
FTE Count	1.5	1.5	1.5



CHISAGO COUNTY EXTENSION BUDGET TREND

	2023 Adopted Budget	2024 Adopted Budget	2025 Requested Budget
Revenue	\$0	\$0	\$0
Budget Breakdown			
Total Personnel Costs	\$123,500	\$123,500	\$128,036
Total Program & Operating Costs	\$15,200	\$17,700	\$21,725
Total Budget	\$138,700	\$141,200	\$149,761
% of Change	3.9 %	2%	5.4%

ACTION ITEMS

- Secure Board Approval for 2025-27 MOA & 2025 Budget



A low-angle, close-up shot of a hiker's legs and feet on a dirt trail. The hiker is wearing grey leggings and brown hiking boots with a prominent tread pattern on the soles. A silver trekking pole is visible, planted in the ground. The trail is composed of reddish-brown dirt and small rocks. The background is a soft-focus view of a forest with green and yellow foliage, suggesting an autumn setting. The lighting is warm, with a sun flare visible on the left side of the frame.

THANK YOU!

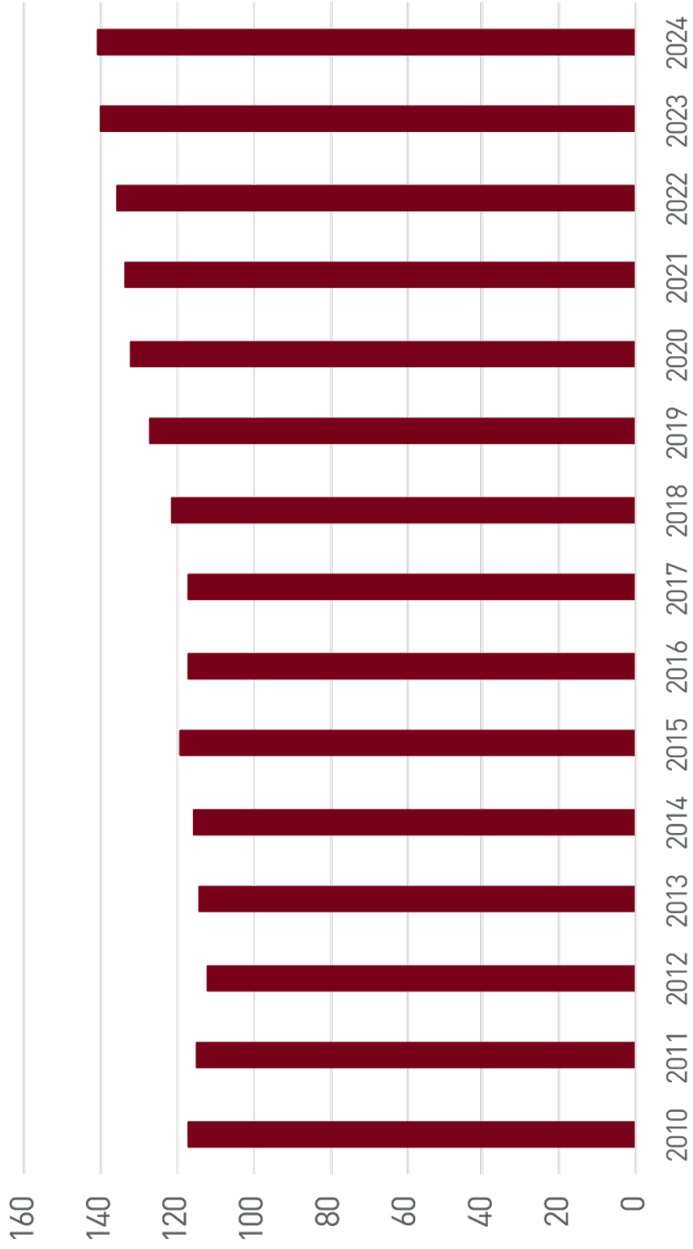
2025-2027 County/Extension Proposed Agreements

About the agreements

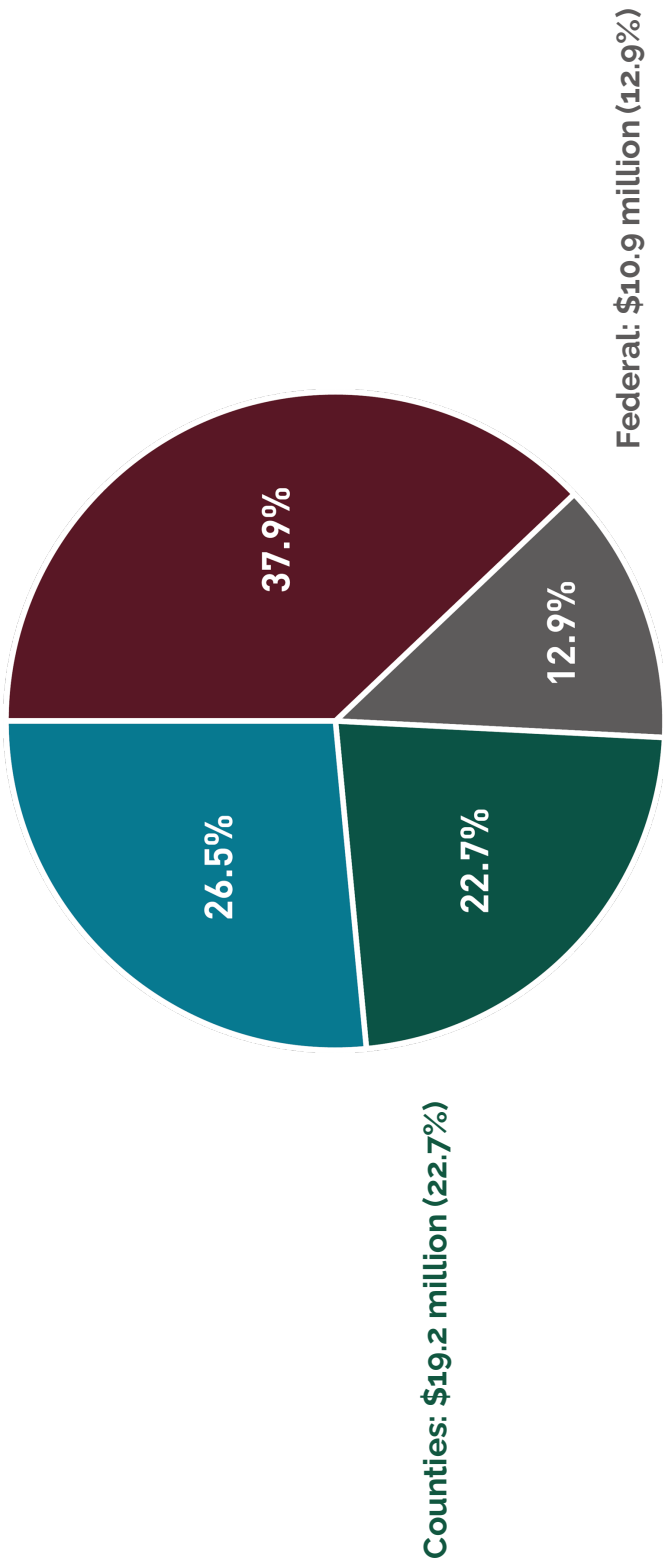
- The Association of Minnesota Counties partners with Extension for these agreements.
- Under the terms of the agreements, Extension provides services in exchange for counties paying the costs for Extension employees.
- All 87 counties are being asked to agree to 2025-27 agreements for Extension services.

MOA history

- Current system in place since 2004
- Uniform contract provides consistency statewide
- Agreements are for 3 calendar years



Extension's budget



University contributions

- Employee hiring, supervision and staff development
- Enhanced programming from state/regional Extension employees
- Access to University research
- Oversight for risk management for employees and volunteers
- Oversight for agreements and contract management
- Payroll and accounting services, including reimbursements

County contributions

- Administrative support (hired by county or U of M)
- Office space, furnishings and supplies
- Equipment (computers, copiers, telephone)
- Internet access

What's new in this agreement

- County Extension Committees' role with programs clarified
- Program deliverables articulated
- Counties will pay a flat rate for interns and temporary-casual employees
 - Provides added flexibility for budget negotiations and hiring plans

What's in this agreement, continued

The 2025 package price that counties pay is increasing to:

- \$100K for a local educator
- \$85K for a Master Gardener coordinator
- \$75K for administrative support
- Interns \$22.56/hr

Additional 3% increases are agreed to for 2026 and 2027

Package price does not equal salary

The 2025 package prices includes:

- Fringe benefits (insurance, sick leave, etc.)
- Travel costs such as mileage
- Professional development so employees' skills are current

Why the price is increasing

- Commissioners' top concern is recruiting and retaining high-quality employees hired under these contracts
- The cost of benefits is increasing
- Replacing employees is expensive. Staff retention saves money in the long run
- 3 year agreement - no adjustments occur

Chisago County MOA Staff

- 1 FTE 4-H educators
- .25 FTE Master Gardener
- 1 Summer Intern

Why your investment in Extension matters

- Supports Community Engagement
- Drives Research and Innovation
- Fosters Economic Development
- Promotes Resource Conservation
- Improves Partnerships and collaboration

Questions?

IV.

2025 Lobbying Costs

August 14th, 2024

Chisago County continues to take on larger County projects which require assistance from the state/federal government. Larkin Hoffman has provided Chisago County with a more “connected” and “boots on the ground” approach in Washington D.C. and St. Paul.

Currently, Chisago County has an agreement with Larkin Hoffman for state and federal legislative work. The agreement is set to expire on June 30th, 2025. This agreement may be terminated by either party, without cause, by giving 30 days written notice to the other party by email, text or written correspondence.

Larkin Hoffman has been successful in assisting Chisago County in acquiring the following;

Since 2016, the County and Larkin Hoffman have been successful in accumulating approximately \$83 million from State and Federal sources.

The Federal Raise grant for \$24 million will be announced June 28th. (**Larkin Hoffman** secured support letters from Senator Klobuchar, Senator Smith, Congressman Stauber and Congressman Emmer)

In 2023, **Larkin Hoffman** secured a federal appropriation for \$3 million.

In 2023, **Larkin Hoffman** secured \$50 million (\$42 million in trunk Highway funds and \$8 million in cash bonding) for Highway 8.

In 2021, **Larkin Hoffman** obtained an additional \$8 million for U.S. Highway 8 and \$4.12 million in Project Development (trunk highway) funding from the Minnesota Department of Transportation.

In 2020, **Larkin Hoffman** secured an initial appropriation for \$8 million for the reconstruction of U.S. Highway 8.

In 2017, **Larkin Hoffman** secured \$3 million in bonding dollars to support the construction of a new law enforcement center.

Chisago County has paid the following for Larkin Hoffman's Services:

2015 = \$32,500

2016 = \$72,500

2017 = \$62,500

2018 = \$82,549.20

2019 = \$90,023.11

2020 = \$82,500.00

2021 = \$154,000

2022 = \$168,000

2023 = \$192,000

2024 = \$17,000 per month = \$204,000

Attachment(s):

- Letter of Agreement with Larkin Hoffman

Larkin Hoffman

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060

General: 952-835-3800

Fax: 952-896-3333

Web: www.larkinhoffman.com

June 30, 2023

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

Via U.S. Mail and Email
Chase.burnham@chisagocounty.us

Re: Lobbying Contract with Larkin Hoffman Law Firm for State and Federal Legislative Representation for July 1, 2023 through June 30, 2026

Dear Mr. Burnham:

This letter will serve as the agreement between Chisago County and Larkin Hoffman for state and federal legislative work for Chisago County.

Chisago County hereby agrees to have Larkin Hoffman provide state and federal legislative work (lobbying) for projects and legislative interests as determined necessary by the Chisago County Board of Commissioners and its staff.

Larkin Hoffman law firm has attorneys and legislative professionals working at both the state and federal levels who are able to, and have for the past 2.5 years provided such services for Chisago County.

This agreement will commence July 1, 2023 and continue for three (3) years expiring June 30, 2026. Larkin Hoffman will be paid \$11,000 per month for state work and \$6,000 per month for federal work.

Once this agreement is executed by Chisago County and Larkin Hoffman, it shall terminate and make void any other prior agreement between the parties.

Megan Knight, who resides in the Washington, D.C. area, shall be the primary contact at Larkin Hoffman for federal work. Gerald Seck, Margaret Vesel, and Grady Harn shall be the contact persons at Larkin Hoffman for state work.

Larkin Hoffman will provide such oral and written reports to Chisago County, as requested by the Chisago County Commissioners or its staff.

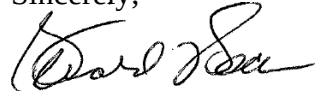
This agreement may be terminated by either party, without cause, by giving 30 days written notice to the other party by email, text or written correspondence.

Mr. Chase Burnham
June 30, 2023
Page 2

No out of pocket expenses may be incurred by Larkin Hoffman without written approval by Chisago County via email, test or written correspondence.

This agreement is entered into and executed this 30th day of June by Larkin Hoffman.

Sincerely,



Gerald L. Seck, for
Larkin Hoffman

Direct Dial: 952-896-3205
Direct Fax: 952-842-1737
Email: jseck@larkinhoffman.com

Enclosure

cc: Megan Knight, Larkin Hoffman
Margaret Vesel, Larkin Hoffman
Grady Harn, Larkin Hoffman

4858-6550-8461, v. 1

V.

Chisago County Commissioners *Internal* **Committees**

August 14th, 2024

PROPOSED 2025 County Committees

Budget and Finance Committee

The Chisago County Budget and Finance Committee is established by the Chisago County Board of Commissioners to oversee the county's finances and make recommendations to the Chisago County Board of Commissioners on matters relating to county expenditures and revenues. The committee conducts the preliminary review of the County budget, oversees the capital improvement plan, and considers all County financial matters such as requests for specific program funding. The Budget and Finance Committee will make recommendations to the Board of Commissioners.

Purpose:

The purpose of the Budget and Finance Committee is to assist, advise, and make recommendations on financial matters to County Department heads and the Chisago County Board of Commissioners. The emphasis is to provide services in the most economical and efficient manner possible.

Composition:

The Chisago County Board of Commissioners will all serve as Budget and Finance Committee members. In addition, the County Administrator, County Auditor-Treasurer, and County Finance Director will be members. The Clerk of the Board (or County Administrator, as needed) will record meeting minutes of all Budget and Finance Committee meetings.

Meeting Schedule:

The Budget and Finance Committee will meet at 3:00 p.m. on the second Wednesday of each month, and on an as needed basis. All items are due to the County Administrator by the 1st Wednesday of each month by Noon, or in consultation with the County Administrator (*attached is 'Action Form'*).

Personnel Committee (formerly Human Resources/Labor Relations)

The Chisago County Personnel Committee is established by the Chisago County Board of

Commissioners to review and make recommendations to the County Board and Department heads on such items as; department/employee recruitment, department restructuring, new proposed positions, management, and employee training needs, temporary or seasonal help, and impact of new State and Federal requirements. The Personnel Committee will also review existing County Personnel Policies, and proposed labor contracts or negotiations. The Personnel Committee will make recommendations to the Board of Commissioners for approval/adaptation. The Personnel Committee members will be on the interview panel for replacement or new Department Director positions.

Purpose:

The purpose of the Personnel Committee is to assist, advise, and make recommendations on personnel matters to County Department heads and the Chisago County Board of Commissioners.

Composition:

The Chisago County Board of Commissioners shall appoint two (2) Chisago County Commissioners to be members. In addition, the County Administrator, County Human Resources Director will be members. The Clerk of the Board (or County Administrator, as needed) will record meeting minutes of all Personnel Committee meetings.

Meeting Schedule:

The Personnel Committee will meet on an as needed basis. All items on the Personnel Committee agenda are added to the agenda in consultation with the County Administrator (*attached is 'Action Form'*).

Technology Committee

The Chisago County Technology Committee is established by the Chisago County Board of Commissioners to review and discuss issues related to the County's computing, telecommunications, and technology issues. The Committee is an advisory committee to the County Administrator, Department Heads and Board of Commissioners regarding costs, benefits, and impacts of technology. The Committee makes recommendations to the Chisago County Board of Commissioners.

Purpose:

The purpose of the Technology Committee is to strategically align County business with the appropriate available technology solutions which will improve efficiency of county operations.

Composition:

The Chisago County Board of Commissioners shall appoint two (2) Chisago County Commissioners to be members. In addition, the County Administrator, County Enterprise Services Director will be members. The Clerk of the Board (or County Administrator, as

needed) will record meeting minutes of all Technology Committee meetings.

Meeting Schedule:

The Technology Committee will meet on an as needed basis. All items on the Technology Committee agenda are added to the agenda in consultation with the County Administrator (*attached is 'Action Form'*).

VI.

ARPA Request – Soil and Water Conservation Office

August 14th, 2024

On March 22nd, the Chisago Soil and Water Conservation District was notified by the new owner of their lease that they will be terminating the lease effective July 31, 2024. SWCD is currently officed in North Branch. The SWCD leased 737 sq. ft. of office space at 38814 Third Ave. Main Street Commons, North Branch, MN 55056.

SWCD is currently collocated with USDA NRCS in their lease and would like to remain collocated. The SWCD currently pays \$13,136.20 (\$18.50 per square foot) annually to lease its space (USDA NRCS is a co-tenant).

SWCD Executive Director Craig Mell and the 'new owner' negotiated an extension to the end of 2024 and no later than the end of February 2025.

SWCD is currently in the process of working with Chisago County HRA/EDA Director, Nancy Hoffman to view other current building options in the City of North Branch.

SWCD has narrowed in on one location that meets the SWCD's needs and budget, but there is an approximate \$25,000 buildout cost to make the space work of our agency, this includes a break room, storage area, small meeting room, and two offices.

SWCD is requesting assistance from Chisago County in the form on a one-time allocation of **\$25,000** to help cover the cost of the buildout of our new office space.

Environmental Services – Permit Revenue

August 14th, 2024

Current Revenue collected through July 31, 2024 – **Total \$718,028.29**

77.6% collected from \$925,000 Building Budget

Jan - \$ 71,637.24
Feb - \$ 58,896.39
Mar - \$ 74,770.87
Apr - \$109,758.95
May - \$140,906.80
June - \$121,734.16
July - \$140,323.88
Aug - \$
Sept - \$
Oct - \$
Nov - \$
Dec - \$

\$206,971.71 remaining to reach \$925,000

- To date this year (*see below numbers through July 31*) the County has collected a total revenue of \$718,028. The budgeted projection for the year is/was \$925,000
- The current YTD total represents a monthly average revenue of \$102,575
- If the County continues with the current monthly average trajectory (August through December) the County could finish out the year with an additional \$500,000 in revenue and a total revenue for the year of approximately \$1,200,000.
- Finishing at or near \$1.2 million represents an approximate 31% increase (\$275,000) in projected budget revenue for the year.
- This increase could be attributed to the potential +30% adjustment to the County's adjusted fee schedule, but also to general permit volumes.

- *IF this positive trend materializes ---* the County will be well over the current year revenue budget and it becomes much safer to adjust our projected/budgeted 2025 revenue considerably.
- Currently the budget proposal identifies \$950,000 for 2025.

Months	Years						
	2024	2023	2022	2021	2020	2019	2018
January	\$ 71,637.24	\$ 17,395.33	\$ 34,375.04	\$ 26,673.71	\$ 32,501.08	\$ 33,427.79	\$ 22,983.10
February	\$ 58,896.39	\$ 33,676.43	\$ 62,636.32	\$ 28,187.39	\$ 27,165.50	\$ 18,134.58	\$ 40,747.72
March	\$ 74,770.87	\$ 51,481.28	\$ 95,721.22	\$ 67,205.00	\$ 24,717.94	\$ 87,906.81	\$ 60,921.40
April	\$109,758.95	\$ 80,956.58	\$ 104,866.48	\$146,768.37	\$ 76,839.32	\$ 60,110.93	\$127,682.83
May	\$140,906.80	\$119,483.56	\$ 100,560.92	\$ 74,572.37	\$ 82,221.86	\$123,957.11	\$214,500.00
June	\$121,734.16	\$ 95,089.46	\$ 122,308.86	\$106,778.65	\$178,013.01	\$112,408.96	\$114,727.56
July	\$140,323.88	\$ 75,641.61	\$ 98,560.75	\$ 86,045.36	\$ 77,495.82	\$ 48,715.48	\$ 73,905.99
August		\$136,436.22	\$ 110,214.88	\$ 83,351.76	\$ 65,835.72	\$153,318.55	\$ 96,248.18
September		\$ 76,474.39	\$ 103,628.38	\$ 70,775.65	\$110,869.08	\$ 65,740.73	\$ 91,366.44
October		\$ 73,308.65	\$ 65,624.99	\$125,214.58	\$ 78,216.74	\$ 58,036.63	\$ 74,777.43
November		\$ 28,727.92	\$ 69,019.39	\$ 44,208.93	\$ 74,036.13	\$ 72,842.49	\$ 52,954.00
December		\$ 42,735.23	\$ 33,098.01	\$ 61,460.81	\$ 67,123.76	\$ 24,335.83	\$ 20,248.97
Total	\$718,028.29	\$831,406.66	\$1,000,615.24	\$921,242.58	\$895,035.96	\$858,935.89	\$991,063.62
# of Permits	1,486	2,499	2,511	1,857	1,932	1,903	1,650
Budget	\$ 925,000	\$ 830,000	\$ 830,000	\$ 810,000	\$780,000	\$ 750,000	\$ 725,000
	78%	100%	120%	113%	114%	115%	137%

From 2004 – 2022 our basic permit was \$70.25

2023 = basic permit was \$84.75

2024 was a major Fee Schedule increase and basic permit is \$99.25

Discussion of District 5 and District 2 Tours

August 14th, 2024

District 5:

Commissioner Dahlberg has proposed the District 5 Tour be held on Friday, October 11th Meet at Sunrise Town Hall (Rush City and City of Harris have confirmed)

District 2:

Commissioner Greene has proposed the entire Board attend the CCATO meeting on Monday, August 26th, 2024 at Chisago Lakes Township, 6:30 p.m. – 8:30 p.m. to replace the ‘traditional tour’

MCIT – Property/Casualty and Workers Compensation

August 14th, 2024

MCIT is a risk sharing pool dedicated to providing coverage and risk management services for its members, Minnesota counties and associated public entities. MCIT is a joint powers entity established in 1979 pursuant to Minnesota Statutes 471.59 and 471.981.

MCIT Proposed Increases for 2025

Property/Casualty Rates Increase 11.2 Percent

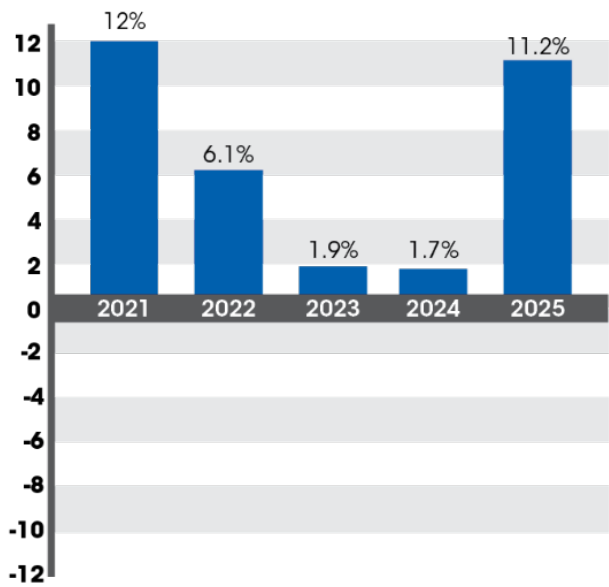
Workers' Compensation Rates Increase 4 Percent

MCIT Insurance Costs 2019 – 2024

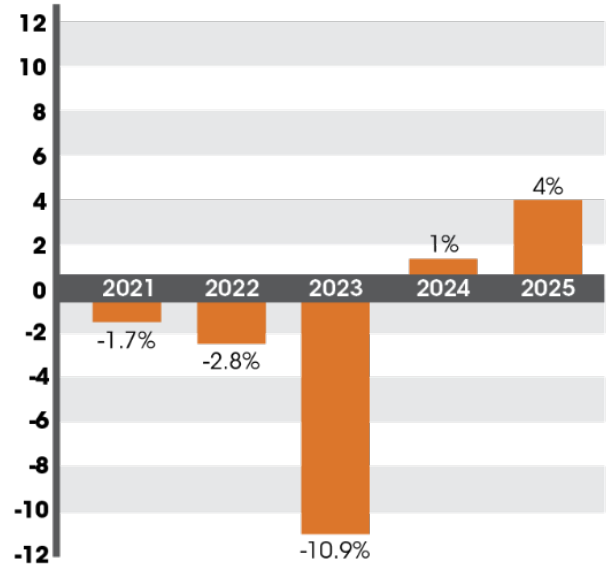
	2019	2020	2021	2022	2023	2024	Proposed
Property/Casualty	\$307,147	\$325,659	\$393,756	\$429,077	\$448,754	\$470,750	\$523,500
Workers Compensation	\$206,101	\$250,301	\$289,094	\$318,907	\$321,868	\$310,945	\$338,400

MCIT AGGREGATE RATE CHANGES (2021-2025)

PROPERTY/CASUALTY



WORKERS' COMPENSATION



Chisago County Request for Board Action

Meeting Date: August 21, 2024	Item Number: 16
Title of Item for Consideration: Payment of Sigma Invoice	
Action Requested by: Sheriff Thyen	Department: Sheriff's Office
Previous Action on this Matter: At the April 10th Budget & Finance meeting, County Sheriff Thyen presented the various cardiac screening services that Sigma provides for public safety workers. On June 5th, the County Board approved the Sigma Service Agreement.	
Background: The Sheriff's Office contracted for services from Sigma and had 64 employees participate in the program. Sigma is in the process of finalizing their contracted services and have invoiced the Sheriff's Office for payment. Attachment(s): - Sigma Invoice - Sigma Service Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the payment to Sigma for \$54,436 for the cardiac screening services for the Chisago County Sheriff's Office. The following motion is suggested: <i>“Move to approve the payment to Sigma for \$54,436 for the cardiac screening services for the Chisago County Sheriff's Office.”</i>	
Implications of Action: Approval of this invoice will allow the Sheriff's Office to process payment to Sigma for their services. Budget/Financial Implications: The fees incurred for Sigma's services is \$54,436 and will be covered by Public Safety Funds. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

JS MD Sigma PLLC

1 Championship Drive
Austin, TX 78738 US
lisa@sigmacoaching.com

INVOICE

BILL TO
Chisago County Sheriffs Office, MN

INVOICE 1055
DATE 07/30/2024
TERMS Net 30
DUE DATE 08/29/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Cardiac Screening Program Onsite--NEW		64	849.00	54,336.00
	PSC Fee		4	25.00	100.00

Contact JS MD Sigma PLLC to pay by Credit Card. Note a 3% charge will apply
to all Credit Card transactions.
904-474-4622 Option 3

BALANCE DUE

\$54,436.00

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into as of _____ (the "**Effective Date**") by Chisago County, a municipal corporation, by and through the Chisago County Sheriff's Office, located at 15230 Per Rd., Center, City, Minnesota ("**Client**") and JS MD Sigma PLLC ("**Sigma**"), located at 1 Championship Dr., Austin, TX 78738. Client and Sigma may be referred to individually as a "**Party**" and collectively as the "**Parties**." The Parties agree as follows:

1. **SIGMA'S SERVICES.** Sigma will perform the services as specified in **Exhibit A** (collectively, the "**Services**").

2. **BILLING, TAXES, AND INSURANCE**

2.1. As consideration for the Services provided, Client shall pay Sigma fees in accordance with the fee schedule set forth in **Exhibit A ("Fee Schedule")**. Unless otherwise provided in the Fee Schedule, Sigma will invoice Client for the Services provided, and Client shall pay Sigma's invoices for any undisputed service and corresponding fee within thirty-five (35) days of receipt of invoice, consistent with Minnesota Statute §471.425. Any late payment will be subject to an interest penalty of the lower of: (a) one percent (1.0%) per month or (b) the maximum rate permissible by law, until paid in full. Client shall complete the Account Set-up Form attached hereto as **Exhibit B** and provide other billing information requested by Sigma.

2.2. Client is a tax-exempt municipal corporation. In the event taxes are lawfully applied to the services received, the Client acknowledges it will be responsible for applicable taxes (including without limitation sales tax) imposed by any federal, state, or local governmental entity on the transactions contemplated by this Agreement, excluding only Sigma's income taxes.

2.3 Sigma agrees to maintain at its sole cost and expense during the term of this Agreement adequate insurance to cover Sigma's operations and exposure to liability. Sigma agrees to maintain **minimum limits of liability insurance** consistent with the Client's exposure per the Minnesota Tort Claims Act, Minnesota Statute 466.04:

- o \$1.5 million each occurrence
- o \$3 million general aggregate
- o \$3 million products and completed operations aggregate.

Each Party shall furnish to the other Party, at such Party's request, certificates of insurance and Sigma will name Chisago County as an Additional Insured. Any insurance coverage maintained by Sigma greater than the Minnesota Tort Claim limits shall not constitute a waiver of any liability limits available to or asserted by the Client.

3. **CLIENT'S OBLIGATIONS** 3.1 Client shall (i) allow Sigma to conduct presentations and workshops to educate Client and its workforce regarding the services offered by Sigma; (ii) be responsible for providing, at no cost to Sigma, all equipment, facilities, supplies, utilities, including high speed internet and telephone service, and other services as Sigma shall reasonably determine from time to time to be necessary for the performance of Services. Client shall consult and collaborate with Sigma with respect to operational needs related to equipment, facilities, supplies, utilities around other services to be provided pursuant to this Section.

3.1. Client shall be solely responsible for ensuring that all required patient consents and/or acknowledgments are obtained and documented in accordance with best practices and applicable laws and shall inform Sigma immediately of all communications received from regulatory authorities, notices of claims or

potential claims related to any Services, and forward any Hidden communications related thereto to Sigma.

4. **COLLABORATION.** Client will meet with Sigma from time to time as requested to collaborate and coordinate on the delivery of the Services.

QUALITY AND COMPLIANCE

- 4.1. Each Party shall comply with all applicable laws and regulations in effect.
- 4.2. Client agrees to maintain books, records and accounts relating to the receipt of the Services, and Sigma and its auditors shall be provided reasonable access to such books, records, and accounts and the right to perform a limited business review to verify compliance with this Agreement. Likewise, books, records, documents and accounting procedures and practices of the Sigma relevant to this Agreement, shall be subject to examination by the County and any county, state, or legislative auditor, for a minimum of six (6) years following transaction and following termination of the Agreement, pursuant to Minn. Stat. §16C.05, Subd. 5.
- 4.3. The Parties agree that (i) the benefits to each Party under this Agreement do not require, are not payment for, and are not in any way contingent upon referring an individual to a person for the furnishing or arranging for the furnishing of any health care item or service or ordering of any health care item or services; and (ii) the compensation payable under this Agreement is based solely on the fair market value for the Services provided and not upon the volume or value of referrals or any business, if any, generated between the Parties.
- 5-4. Nothing in these terms and conditions shall be construed as permitting Client to exercise control over the professional judgment or professional methods of Sigma and its professionals.

5. INTELLECTUALPROPERTY

- 5.1. Sigma owns all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual property rights of any sort throughout the world) in and to the Services and documentation and derivative works thereof. Any use by Client of Sigma's then-current names, marks, logos, and other identifiers for the Services (i) requires Sigma's prior written approval, (ii) shall comply with Sigma's standards and usage guidelines for such use, and (iii) shall cease upon expiration or termination of this Agreement.
- 5.2. Client agrees to comply with Sigma's branding guidelines with respect to the Services. Client shall not issue any press releases or similar public communication relating to this Agreement or the Services without the prior written approval of Sigma.

6. CONFIDENTIALITY

- 6.1. The Parties shall each take all reasonable efforts to ensure that this Agreement and any information related to the business, plans, technology, products, or other information of the other Party acquired by virtue of this Agreement shall be kept confidential and shall not be disclosed or made use of except as necessary for the acquiring Party to perform its obligations under this Agreement. The provisions of this clause shall not apply to the extent that the information (i) is required to be used or disclosed to comply with applicable laws or regulations or with a court order, (ii) was in the public domain prior to its use or disclosure, (iii) was

independently developed or discovered without use of the other Party's confidential information, or (iv) was revealed by a third party having no obligation of confidentiality with regard to the information.

The Parties shall protect the privacy of all patient health information in accordance with the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act ("HIPAA") as well as other applicable federal and state laws. A Party having knowledge of any unauthorized or improper uses or disclosures made while performing hereunder shall promptly report such unauthorized use or disclosure to the other Party.

7. DISCLAIMERS AND LIMIT OF LIABILITY

7.1. SIGMA DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (I) THE RESULTS OF THE SERVICES SHALL BE FIT FOR ANY PARTICULAR PURPOSE, OR (II) THE SERVICES WILL PRODUCE A PARTICULAR RESULT OR BE 100% SUCCESSFUL OR ACCURATE.

7.2. In the event of any deficiently performed Services, Client's sole remedy against Sigma in such instance shall be for Sigma to re-perform the Services at its own cost, and Sigma's total liability to Client (whether for breach of contract, negligence or otherwise) with respect to the Services under the Agreement shall be limited to the revenue it received from Client during this Agreement. Except for damages arising out of willful or reckless conduct or a violation of applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, exemplary or special damages, including without limitation damages for lost profit, regardless of the form of action, whether contract, warranty, strict liability or tort.

7.3. Client represents and warrants that, as of the Effective Date and during the term of this Agreement: (i) Client possesses and agrees to maintain all licenses, registrations and approvals necessary for its performance of this Agreement, and (ii) Client is not precluded by any contract or other obligation from entering into or performing under this Agreement.

9- TERM AND TERMINATION

9.1. The initial term of this Agreement commences on the Effective Date and terminates upon the completion of Services 04-18-2025 the or , whichever occurs first.

9.2. Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice. A Party may terminate this Agreement upon providing the other Party written notice of breach of this Agreement by the other Party, if the other Party fails to cure the breach within fifteen (15) days of receiving the notice of breach. In the event of termination of this Agreement, all compensation for Services performed prior to the date of termination shall be payable to Sigma in accordance with this Agreement.

1. All obligations of a Party set forth in this Agreement that by their nature continue beyond expiration, termination, or cancellation of this Agreement (including, without limitation, the warranties, indemnification obligations, confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation shall survive expiration, termination, or cancellation of this Agreement for any reason.

2. **NOTICES.** Any notices, demands or consents required or permitted under this Agreement ("**Notices**") shall be in

writing in English, addressed as set forth below, and deemed effectively given: (a) upon personal delivery (with signature evidence of delivery); (b) upon delivery confirmation if sent by prepaid first class registered or certified mail (return receipt requested), or by an internationally-recognized express courier service (providing evidence of delivery); or (c) upon the date of transmission (or the next business day, if it is not a business day), if sent by facsimile or email.

If to Sigma: JS MD Sigma PLLC

1 Championship Drive

Austin, TX 78738

**If to
Client:**

Chisago County Sheriffs Office

15230 Per Rd

Center City, MN 55012

- 1. MISCELLANEOUS.** The Parties shall be independent contractors in their performance under this Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the subject matters hereof and may not be amended or modified without each Party's agreement in writing. Neither Party may assign or transfer this Agreement and/or the rights and obligations hereunder except that Sigma may assign this Agreement to its affiliates or in connection with the transfer or sale of all or substantially all of its assets, or the assets which are the subject matter of this Agreement, or its merger with another entity. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Except as otherwise expressly provided herein, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person or entity.

Signature page follows

JS MD Sigma PLLC

By: _____

Name: Jonathan Sheinberg

Title: CMO

Date: _____

CLIENT

By: Marlyp Dunne

Name: Marlys Dunne

Title: Chair, Board of Commissioners

Date: 6/6/24

By: Chase Burnham

Name: Chase Burnham

Title: County Administrator

Date: 6/6/2024

Reviewed as to Form:

Janet Reiter

Janet Reiter, Chisago County Attorney 5/15/2024



Exhibit A

SERVICES

The following shall constitute the "Services" for purposes of this Agreement:

The provision of cardiovascular and metabolic screening to Clients' workforce members and/or their beneficiaries. Each such screening scheduled to be provided by Sigma to one of Client's workforce members and/or their beneficiaries is herein referred to as an "Encounter").

FEE SCHEDULE

Client shall for members of the _____ only, pay Sigma **[\$849] [\$849 to be paid for each covered participant]** for each cardiovascular and metabolic screening associated with an Encounter that is either:

- Fully rendered by Sigma;
- Initiated but not fully rendered at the request or demand of Client or the workforce member/beneficiary; or
- Not fully rendered by Sigma due to the health condition of the Workforce member/beneficiary at the time of presenting for the screening.
- Not rendered by Sigma due to the Encounter being canceled by Client, or the workforce member/beneficiary, within 24 hours of the date and time the screening was scheduled by Sigma to be provided;
Lab draw completed on individual and no show or appointment cancelled less than 24hrs prior to screening appointment.

Each of the above Encounters shall be deemed a "Payable Encounter" for purposes of this Agreement.

Client shall be invoiced and will prepay Sigma for the number of scheduled or reasonably anticipated cardiovascular and metabolic screenings to be provided by Sigma based on the number of Encounters. Invoicing will be sent immediately after lab draws are completed. Sigma will refund Client for any amounts prepaid by Client for any Encounter that after the completion of the Services does not qualify as a Payable Encounter, promptly upon termination of this Agreement. Final aggregate data report will be delivered within 7 days of receipt of payment and completion of program. (Note: some data may not be available when enrollment numbers are low due to participant privacy concerns)

Labs drawn at a patient service center Labs drawn at a Patient Service Center (PSC), outside of pre scheduled department lab draws will incur an additional fee of \$25 per participant to be paid by:

Department Participant **D**

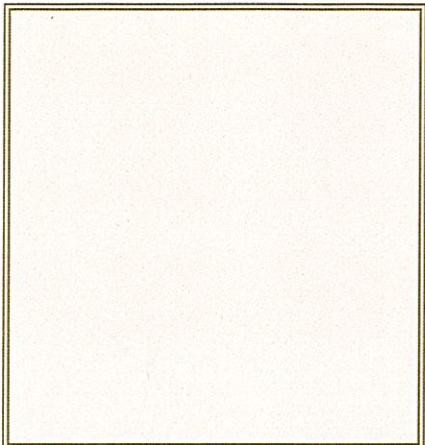
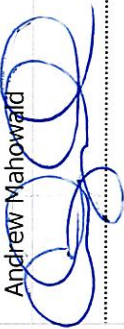
Clinician appointments cancelled less than 24hrs in advance or 'no show' appointments will be charged a rescheduling fee of \$25 payable by:

Department **D** Participant

Chisago County Request For Board Action

Meeting Date: August 21, 2024		Item Number: 17	
Title of Item for Consideration: Out-of-State Travel Request – Pro Phoenix Conference, Wisconsin Dells, WI			
Action Requested by: Sheriff Brandon Thyen		Department: Sheriff's Office	
Previous Action on this Matter: None.			
Background: ProPhoenix is the Records Management and Computer Aided Dispatch program that the Chisago County Sheriff's Office utilizes. This is used by all licensed and non-licensed staff on a daily basis. This conference discusses new features, future progress planning and provides training to the administrative leaders within our agency. Attachment(s): Out-of-State Travel Request Forms			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners move to approve two out-of-state travel requests for the Pro Phoenix Conference in Wisconsin Dells, WI for 9/23/2024 to 9/26/2024. The suggested motion is as follows: <i>“Move to approve two out-of-state travel requests for the Pro Phoenix Conference in Wisconsin Dells, WI for 9/23/2024 to 9/26/2024.”</i>			
Implications of Action: This training and conference is an offering that is very beneficial for the ongoing usage of this system, which affects all facets of the Sheriff's Office including patrol, investigations, records, jail staff, and dispatch. Budget/Financial Implications: The registration and lodging fees have all been budgeted for in the 2024 Sheriff's Office operating budget. Legal/Policy Implications: The proposed activities are in compliance with all applicable County policies and procedures.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

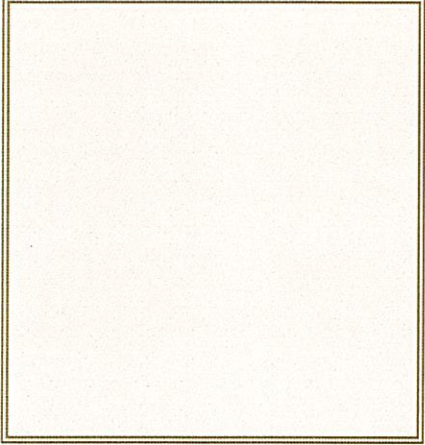
Chisago County Out-of-State Travel Request

Date Submitted	8/13/2024	
Employee Name	[REDACTED]	
Department	Chisago County Sheriff's Office	
Destination	Wisconsin Dells	
Purpose of Travel	ProPhoenix Conference	
Departure Date	9/23/2024	
Return Date	9/26/2024	
Total Travel Expenses	\$1,125.02	
Supervisor Name (PRINT)	Andrew Mahowald	
Supervisor's Signature		Date Approved 8.13.2024
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$795.00
Lodging			1	\$330.02
Meals			1	\$0.00
Mileage			1	\$0.00
Grand Total				\$1,125.02

Chisago County Out-of-State Travel Request

Date Submitted	8/13/2024	
Employee Name	[Redacted]	
Department	Chisago County Sheriff's Office	
Destination	Wisconsin Dells	
Purpose of Travel	ProPhoenix Conference	
Departure Date	9/23/2024	
Return Date	9/26/2024	
Total Travel Expenses	\$1,125.02	
Supervisor Name (PRINT)	Andrew Mahowald	
Supervisor's Signature		Date Approved 8.13.2024
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$795.00
Lodging			1	\$330.02
Meals			1	\$0.00
Mileage			1	\$0.00
Grand Total				\$1,125.02

Chisago County Request for Board Action

Meeting Date: August 21, 2024	Item Number: 18
Title of Item for Consideration: Renewal of Honeywell maintenance contract for DES ARMER HVAC	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Included in 2024 approved DES 061 budget.	
Background: The ARMER radio sites owned by Chisago County require 24x7 HVAC system operations. Enterprise Services has used Honeywell as the maintenance provider. This is a renewal of the existing contract. Attachment(s): Honeywell HVAC contract renewal	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to renew the existing contract with Honeywell for DES ARMER HVAC maintenance contract. The following motion is suggested: <i>“Move to authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to renew the existing contract with Honeywell for DES ARMER HVAC maintenance contract.”</i>	
Implications of Action: This is a renewal of an existing contract for HVAC maintenance that is required to keep the Chisago County AREMER system fully operational. Budget/Financial Implications: This is included in the existing 2025 DES 061 budget. \$36,622.03. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Honeywell Building Solutions

SERVICE AGREEMENT – FLEX Mechanical Maintenance - Servers

Proposal Name: Chisago County Mechanical Maintenance

Date: May 31st, 2024

Agreement Number: 40198648

(PROVIDER)

Honeywell Building Automation
1985 Douglas Dr. N,
Golden Valley, MN 55422

(CUSTOMER)

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

Service Location Name: Service Chisago Server Rooms
Location Address: Wyoming, Taylors Falls, & Milltown, WI locations

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as “HBS”, “Honeywell” or “Honeywell Building Solutions”), shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|--|
| ☐ Preferred Temperature Control Services | ☐ Site Services |
| ☐ Flex Temperature Control Services | ☐ Honeywell Energy Analysis Reporting |
| ☐ Flex Automation Services | ☐ Air Filter Services |
| ☐ Preferred Fire Alarm Maintenance Services | ☐ Water Treatment Services |
| ☐ ServiceNet™ Remote Monitoring and Control Services | ☐ Critical Parts Stocking |
| ☐ EBI Services & Support | ☐ Service Management Software |
| ☒ Flex Mechanical Maintenance Services | ☐ FM Worksite |
| ☐ 1 EBI Software Upgrade to R700 | |

Contract Term: 3 Years with additional 2 year option

Contract Starting / End Date: July 1, 2024 to June 30th 2026 | July 1, '26 to June 30, 2028

Price for Year 1: \$36,622.03 plus applicable taxes

Price for Year 2: \$36,622.03 plus applicable taxes

Price for Year 3: \$36,622.03 plus applicable taxes

Price for Year 4: \$36,622.03 plus applicable taxes

Price for Year 5: \$36,622.03 plus applicable taxes

Payment Terms: Quarterly in advance

✓ Sales Tax will be invoiced separately

Use Tax is included in the Price

This sale is tax exempt

Submitted by HBS: (signature)



Name: Rob Buchholz

Title: Account Executive

Date: June 28, 2024

This proposal is valid for 90 days.

Acceptance: This proposal and the pages attached shall become an Agreement and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:
HONEYWELL INTERNATIONAL INC., through
its Honeywell Building Automation – Services
business unit

Chisago County Government Center MICS Room 142

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

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

FLEX AUTOMATION SERVICES

Servers

1.1 Scope – HONEYWELL will maintain and inspect the building automation hardware and software listed below:

List of Covered Equipment: Monthly Inspections/ No Filters				
Wyoming Radio Site:				
Bard Unit #1	Model:	W12A2-A05XP	Serial#:	3308143098622-01
Bard Unit #2	Model:	W12A2-A05XP	Serial#:	3308143098623-01
Taylors Falls Radio Site:				
Bard Unit #1	Model:	W12A2-A05XP	Serial#:	unknown
Bard Unit #2	Model:	W12A2-A05XP	Serial#:	unknown
Milltown, WI Radio Site:				
Bard Unit #1	Model:	W12A2-A05XP	Serial#:	4068153201461-01
Bard Unit #2	Model:	W12A2-A05XP	Serial#:	4068153201461-01

1.1 Preventative Maintenance - Each preventative maintenance call will be:

✓ Scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER. If repair requirements on covered Equipment are identified during the service call, a corrective action plan will be discussed with CUSTOMER.

1.2 Coverage - This Agreement includes all labor, travel, and living expenses to perform the inspection services and inspection maintenance described above for the Equipment. Usual mechanical maintenance materials, such as lubricants, contact cleaner, and cleanup materials are included in this Agreement. Unless otherwise stated, the costs of labor and travel for repair work, emergency service, and other materials such as air filters, refrigerant, water treatment chemicals, temperature controls, or other parts and material is required for Equipment repairs, are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary Equipment repairs are approved, CUSTOMER will be billed on a Time- and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.3 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.4 Honeywell ServicePortal - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view

appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract}. Functionality enhancements or deletions are at the discretion of HONEYWELL.

General Terms and Conditions

2. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

3. TAXES

3.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

3.2 **Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

4. PROPRIETARY INFORMATION

- 4.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.
- 4.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

5. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

6. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

- 6.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.
- 6.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.
- 6.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.
- 6.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.
- 6.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

7. WARRANTY AND LIMITATION OF LIABILITY

- 7.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.
- 7.2 **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.**
- 7.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

8. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, Honeywell Service Agreement (Rev. 04/11 Rev 1)

Chicago County Board of Commissioners
August 21st 2024

costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY

CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

10. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

11. PATENT INDEMNITY

- 11.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.
- 11.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.
- 11.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

11.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

12. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

13. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

14. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

15. MISCELLANEOUS

- 15.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.
- 15.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
- 15.3 This Agreement is governed by the law of the State where the work is to be performed.
- 15.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 15.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.
- 16. COVERAGE**
- 16.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.
- 16.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.
- 16.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.
- 16.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.
- 16.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.
- 16.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.
- 16.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.
- 16.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.
- 16.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.
- 16.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.
- 16.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

17. TERMS OF PAYMENT

- 17.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.
- 17.2 **Price Adjustment.** Honeywell may annually adjust the amounts charged for the Services provided.

18. TERMINATION

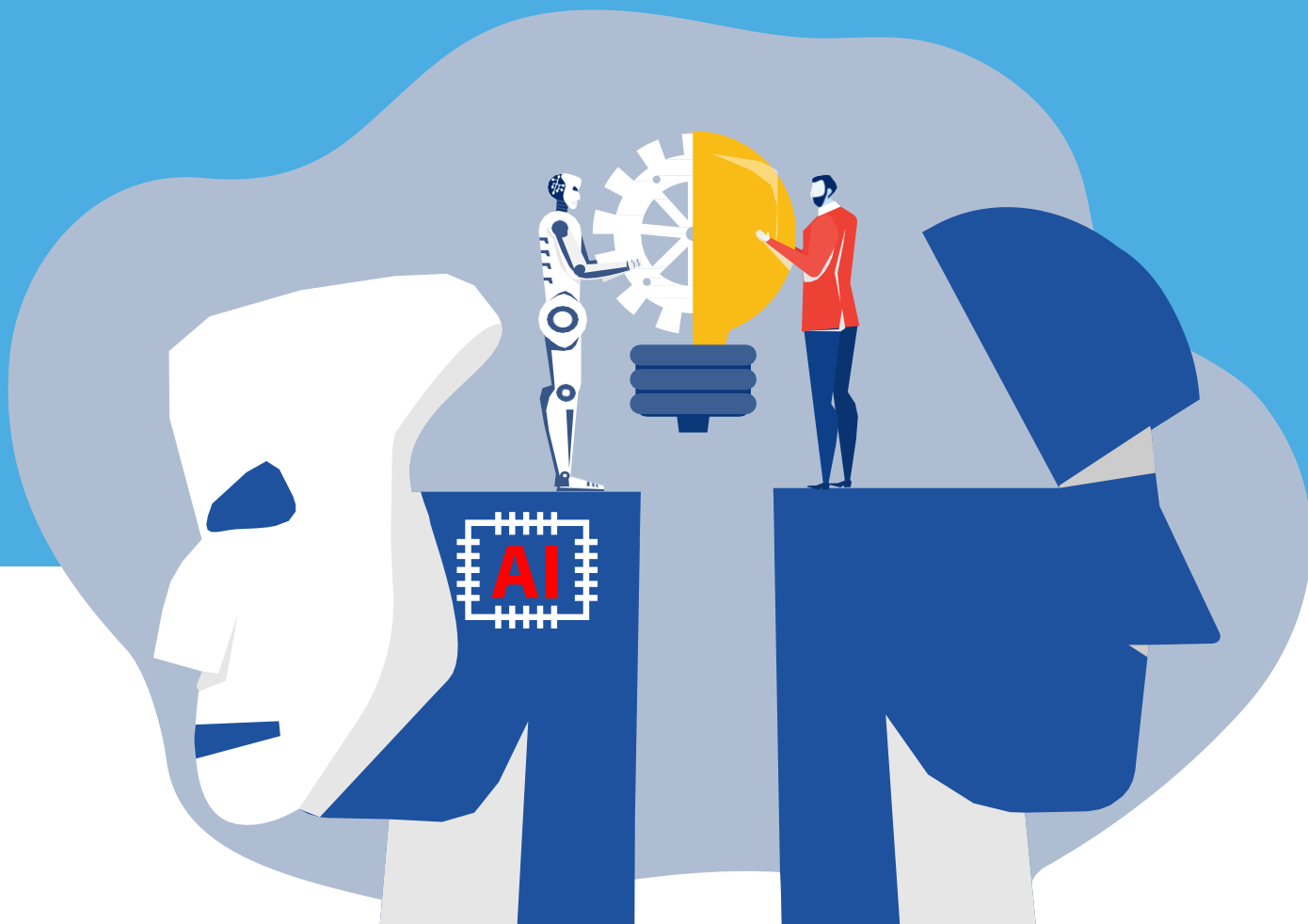
- 18.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.
- 18.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.
- 18.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

19. DEFINITIONS

- 19.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.
- 19.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.
- 19.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.
- 19.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

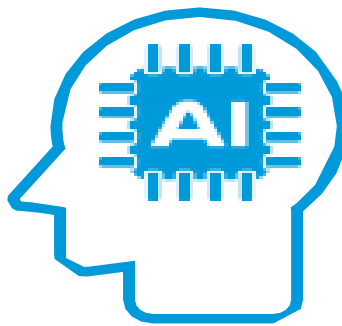
Chisago County Request for Board Action

Meeting Date: August 21, 2024	Item Number: 19
Title of Item for Consideration: Guidelines for AI Use by Chisago County Employees	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: AI (Artificial Intelligence) is a new and rapid changing technology. It has the potential to provide a lot of very useful tools for employees of Chisago County. However, the use of AI does not come without significant risks, some of which are data security (mistakably making non-public data public), copyright infringement, cyber security, etc. The proposed guidelines, were initially created by Cook County Illinois (Chicago, IL), and shared via NACO for use by all governmental agencies that would like to use it. Attachment(s): Chisago County AI Guidelines	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the attached Chisago County AI Guideline document and direct that it be distributed to all Chisago County employees. The following motion is suggested; <i>“Move to approve the attached Chisago County AI guideline and direct that it be distributed to all Chisago County employees”.</i>	
Implications of Action: This guideline will help educated the Chisago County employees and the proper ways to use AI in their jobs to help minimize the associated risks. Budget/Financial Implications: None. Legal/Policy Implications: This is a guideline that will help direct the proper use of AI and help minimize the associated risks.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chisago County

End User AI Guidelines



Document credit given to Cook County Illinois

Introduction

Generative Artificial Intelligence refers to technology capable of generating new content, such as text, images, or videos, based on patterns learned from data. This technology has the potential to provide benefits to the County and its employees, including creative content generation, problem-solving, and automation. However, it also poses inherent risks, such as the propagation of biases present in training data and the creation of misleading or harmful content.

What is generative AI?

Generative AI (AI) is a sophisticated content generator, like a brainstorming partner. Users enter data (such as texts or images) and the AI system synthesizes and remixes those inputs to produce novel content. Think of it as a virtual collaborator who can assist in content creation tasks, helping to spark fresh ideas or streamline workflows.

How can AI be useful?

AI can streamline and automate repetitive tasks, enhancing productivity and efficiency. For example, in creating content, AI can quickly generate text, graphics, even entire campaigns—freeing up valuable time for focusing on more strategic or creative aspects of work. For example, AI can automate the generation of responses to general inquiries from the public, or automate the process of digitizing handwritten documents by extracting and entering relevant information into a digital format.

Automated data: AI can automate data analysis to extract valuable insights and trends. For example, it can analyze census data to identify population trends, predict demands for public services, and optimize resource allocation. Similarly, it can analyze epidemiological data to detect disease outbreaks, forecast, healthcare resource needs and develop targeted intervention strategies. By providing automated data analysis and decision support, AI enables government professionals to make data-driven decisions more efficiently and effectively, ultimately improving service delivery and resource allocation for citizens.



Creativity: AI tools can generate unique images, suggest color palettes, and create layouts based on user preferences and design objectives. It can also compose original music tracks, generate visual effects for videos, and assist in speechwriting by analyzing patterns in existing content and generating new ideas or dialog.

Enhanced security: AI technologies can significantly enhance security measures and fraud detection capabilities in many domains.

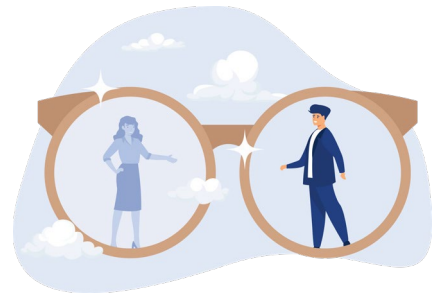


WHAT ARE THE RISKS OF AI?



Data privacy: AI systems may inadvertently generate sensitive or personally identifiable information (PII) when trained on large datasets. There is a risk that such information could be exposed or misused, leading to privacy breaches and regulatory non-compliance. Additionally, if the AI models are manipulated, they could be used to generate fraudulent or deceptive content.

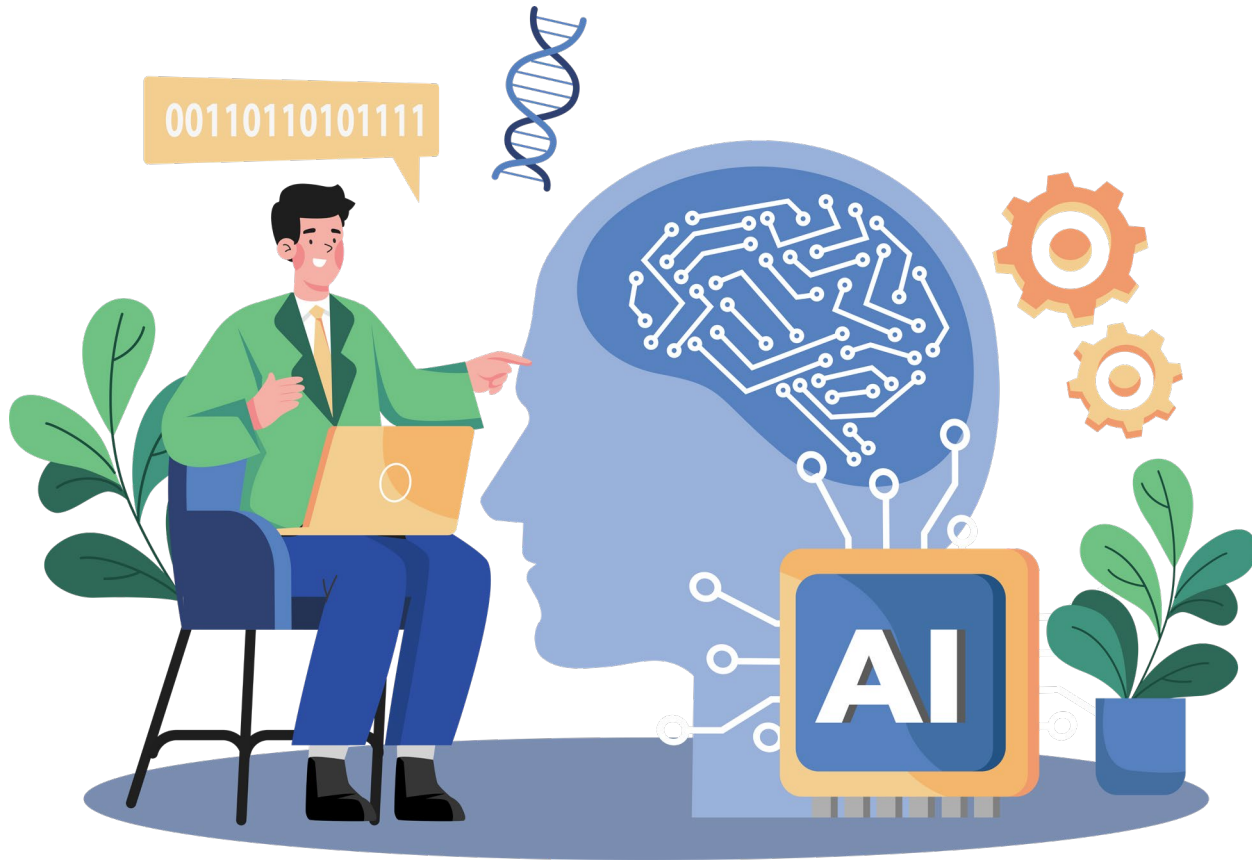
Bias: AI models can inherit biases present in training data, leading to the generation of biased or discriminatory content. This is particularly concerning for the County, as biased outputs could perpetuate systemic inequalities or reinforce existing biases in decision-making processes.



Misinformation: AI is capable of generating highly realistic but fabricated content, including text, images, and videos. Malicious actors could exploit AI to create and disseminate false narratives, to manipulate public opinion, or undermine democratic processes.

Quality: AI models may produce outputs of varying quality and reliability, depending on factors such as the quality of the training data, the complexity of the task, and the design of the model architecture. AI-generated content can contain errors, inconsistencies, or inaccuracies. AI model outputs that are surreal, nonsensical, or unexpected, are referred to as “hallucinations.” Hallucinations occur when AI models extrapolate patterns from training data in ways that diverge from reality, resulting in bizarre or distorted outputs.





Who is Subject to These Guidelines?

As a fundamental framework for ethical conduct and responsible behavior, these guidelines are designed to govern the actions and decisions of employees in the Chisago County Offices. Regardless of specific roles or responsibilities, all employees in Chisago County must adhere to these guidelines.

Are These Guidelines Final?

These guidelines represent a foundational framework for responsible AI use within Chisago County. As the field of AI continues to rapidly advance, these guidelines will be revisited regularly to take into account emerging best practices, technological advancements, and regulatory developments. County employees should expect to see periodic updates to the guidelines to ensure their relevance and effectiveness. For inquiries related to the guidelines, employees are encouraged to refer to the provided contact information for further assistance.

Additionally, a technical policy is under development and will operate alongside these guidelines. This means that both the guidelines and the technical policy will be implemented concurrently to ensure a comprehensive approach. Further details about the technical policy will be provided once development is complete.

Guidelines

Do not enter non-public data into any AI system not controlled by Chisago County.

A fundamental principle guiding the County's use of AI is the protection of sensitive information. Employees are instructed not to input non-public, sensitive, or protected information into AI systems, including Large Language Models (LLMs) such as ChatGPT or Bard, that are not controlled by Chisago County or by a vendor pursuant to a contract with Chisago County. This precaution is essential to safeguarding confidentiality and preventing unauthorized disclosure of sensitive data.

It is imperative that non-public or sensitive data is not entered into any AI system unless Chisago County directly controls, or indirectly controls via a vendor, the AI system. If there is any uncertainty regarding whether data is non-public or sensitive, it should not be entered into AI. Department heads must be notified in the event such data is mistakenly entered.

This proactive approach ensures that potential risks associated with exposure of sensitive information are mitigated effectively.

Please also be aware that departments and offices may promulgate supplemental guidelines regarding AI use. Users are encouraged to consult with their manager if there are additional rules specific to their department.



Privacy:

AI systems may not guarantee the privacy and confidentiality of inputted data. Sensitive data, such as PII, financial records, or classified information, could be at risk of exposure or misuse if entered into such systems.



Security:

Introducing sensitive information into AI systems poses security risks, including the potential for unauthorized access to County systems, data breaches, or exploitation by malicious actors. Given the complexity of AI algorithms and the possibility of vulnerabilities, exposing sensitive data to AI systems could inadvertently compromise the security posture of the County.



Regulatory:

Many stringent regulations govern the collection, storage, and processing of sensitive data, such as the Health Insurance Portability and Accountability Act (HIPAA) or the Criminal Justice Information Services (CJIS) data standards. Entering sensitive data into AI systems without proper safeguards can lead to non-compliance with regulatory requirements and expose the County to legal repercussions.

Overall, the risks associated with entering sensitive information into AI systems underscore the importance of exercising caution.



All AI Meeting Assistants Are Prohibited.

AI meeting assistants are virtual assistants powered by AI that help facilitate and improve various aspects of meetings. The assistants can perform a range of tasks before, during, and after meetings to enhance productivity and efficiency. They can manage scheduling, create agendas, take notes, and assign tasks.

While AI meeting assistants offer many benefits, many risks must also be considered. For example, AI meeting assistants typically process and store sensitive information, such as meeting transcripts and calendar data. There could be concerns about the privacy and security of this data, especially if it is stored on external servers or accessed by third-party providers.

Because of these risks, use of AI meeting assistants is strictly prohibited for both internal and external meetings until further notice. This prohibition extends to all virtual meeting platforms, including Microsoft Teams, WebEx, Zoom, and Facebook Live. Should external partners or vendors utilize AI Meeting Assistants, the assistants must be promptly deactivated or the meeting terminated.

However, the County recognizes the potential benefits of AI meeting assistants and is actively exploring ways to safely and securely provide County employees with opportunities to benefit from this technology. Stay tuned for more information as we work toward incorporating AI meeting assistants into our processes.

Comply With All Applicable Laws and Regulations

Adherence to applicable laws and regulations is paramount when utilizing AI technology. Given the intricate legal landscape surrounding AI applications, it is imperative that employees remain vigilant and informed about the relevant statutes, administrative codes, and organizational policies. These regulations provide essential safeguards to protect individuals' rights, ensure fair competition, and maintain ethical standards in AI development and deployment.

Neither Federal nor Minnesota law comprehensively addresses AI. Existing laws and regulations related to data protection, consumer privacy, and algorithmic accountability offer some degree of guidance. Minnesota lawmakers have introduced bills aimed at addressing AI-related concerns, including transparency, bias mitigation, and accountability. These guidelines will be updated as the legal framework develops.

In navigating the complex regulatory environment, employees may encounter nuanced legal considerations requiring expert guidance. Consulting with department heads can provide invaluable insights and clarity on compliance requirements specific to the sector. Furthermore, department heads play a crucial role in facilitating adherence to legal standards by providing guidance, resources, and oversight to ensure that AI initiatives align with regulatory obligations and organizational values.

Finally, AI use must comply with Chisago County's Acceptable Use Policy, which governs appropriate applications of technology resources. The Acceptable Use Policy extends its coverage to all County IT resources, including AI applications. Users are encouraged to remain in compliance and may consult it for further guidance.



Review All AI Generated Content

Because human oversight is imperative in ensuring the quality, accuracy, and ethical integrity of AI-generated outputs, the person using AI is accountable for the content it generates. Use AI with a healthy dose of skepticism, and make sure all AI-generated content is reviewed by a qualified human who can effectively assess content and is familiar with AI limitations and common errors.

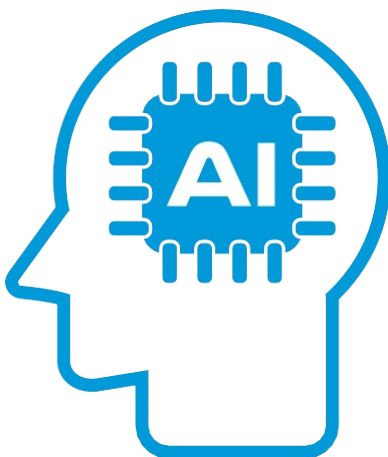
Reviewers must remain vigilant for potential biases inherent in AI systems, acknowledging that the ultimate responsibility for the content lies with the human operator within the County, underscoring the need for human judgment and accountability in AI-driven processes.

Do Not Use AI to Generate Content That Could Be Mistaken for Real People

AI has the potential to create realistic images, including images, audio, or video content that could be mistaken for real people. Because of the potential for misrepresentation, this type of content is prohibited.

Disclose Use of AI

Transparency is essential in using AI-generated content. Public-facing County content should clearly indicate when a significant portion of the content is generated by AI, both in drafts and in final work products. Attributions should specify how AI was used.



Example:

In drafting this presentation, Generative AI was used to generate initial content outlines based on market research data.

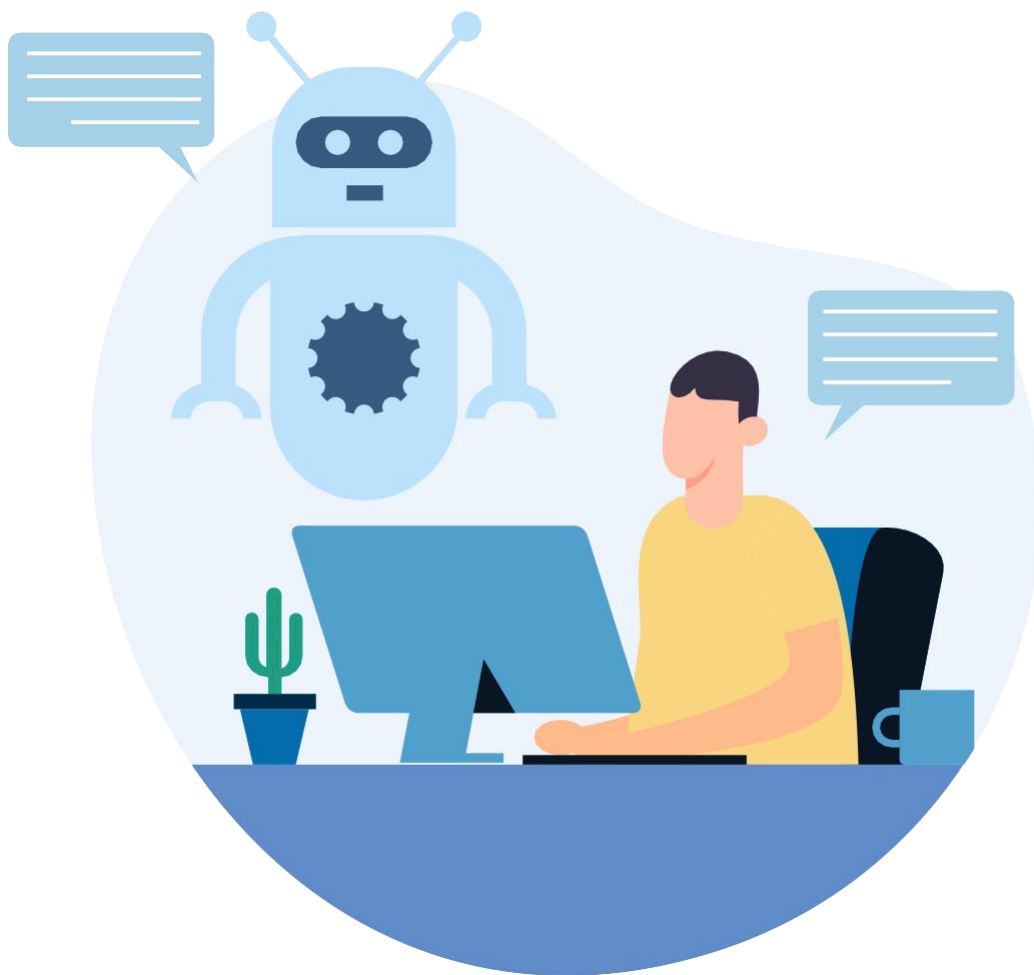
The AI-generated drafts were then reviewed by the department head to ensure accuracy and alignment with strategic objectives.

CONCLUSION

These guidelines are established within the framework of existing legislative and regulatory landscapes governing data privacy, intellectual property, and ethical AI use. They are applicable to all employees of Chisago County and are designed to ensure responsible and ethical utilization of AI technology. Furthermore, as technology evolves, additional guidance will be provided to address emerging challenges and opportunities in this field.

FURTHER INFORMATION

If you have questions regarding these guidelines, please reach out to the Chisago County Attorney's Office or the Department of Enterprise Services.



Chisago County Request for Board Action

Meeting Date: August 21, 2024	Item Number: 20
Title of Item for Consideration: Safe & Secure Courthouse Grant	
Action Requested by: Chase Burnham, County Administration	Department: County Administration
Previous Action on this Matter: None.	
Background: The Chief Justice of the Minnesota Supreme Court continues to support the established grant program to improve the safety and security of courthouses and other facilities where court proceedings are held. The 2024 Minnesota Legislature provided \$500,000 for the grant program (Minnesota Session Laws- 2024, chapter 123, article 1, section 2(a)). Any county board or other local government entity responsible for providing or maintaining a courthouse or other facility where court proceedings are held is eligible to apply. Grants can be used to help pay for security equipment, training, assessments, or other projects that improve the safety and security of a court facility. The requesting entity must demonstrate a 50 percent cash or in-kind match from non-state sources to the amount requested in the application. Applications will be accepted through August, 26, 2024, and may be submitted to the State Court Administrator's Office. An advisory panel of judges, court staff, county officials, and statewide justice partners will review and score applications based on grant criteria. Final award decisions will be made in November 2024. The Chisago County Judges have requested that cameras/panic buttons be installed in the 4 Courtrooms. Below is a breakdown of the project cost/recurring costs if the County was to apply for the grant; Panic buttons = \$1890.00 Per Camera = \$2434.69 4 cameras(1 per courtroom) = \$9,738.76 Cabling for all 4 courtrooms = 6,552.23 Licensing cost per camera to add to system = \$285 Licensing total for 4 cameras = \$1,140 *Yearly cost per camera for support/software updates = \$111 *Support/software updates for 4 cameras per year = \$444 Total Cost = \$19,320.99 Yearly recurring cost = \$444.00 Attachment(s): • Quotes from Electro, Panic Buttons, ECSI	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve applying for the Safe and Secure Courthouse Grant, and approve funding from the remaining unallocated ARPA funding. The following motion is suggested:

“Move to approve applying for the Safe and Secure Courthouse Grant, and approve funding from the remaining unallocated ARPA funding.”

Implications of Action: Approval of these invoices will increase the security of the Courtrooms.

Budget/Financial Implications: The total cost of the grant program is \$19,320.99. The County would need to be willing to pay 50%, \$9,660.50.

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

Administrator’s Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

VENDOR

Vendor	Kontakt.io INC 133 West 19th Street 7th Floor New York, NY 10011 United States www.kontakt.io	Created Date	7/19/2024
		Quote Number	00005295
		Prepared By	Jaryn Ravetto
		Email	j.ravetto@kontakt.io

BUYER & CONSIGNEE

Bill To Name	Chisago County	Ship To Name	Chisago County
Bill To	313 N Main St Rm 174 Center City, Minnesota 55012 United States		

PAYMENT & SHIPPING TERMS

INCOTERMS	DAP	PAYMENT TERMS	30
SHIP VIA	UPS or FedEx		

Product	Product Code	Quantity	Duration	Sales Price	Total Price
eBLE Building Connectivity Node	KSWII300S001	5.00	36	USD 354.00	USD 1,770.00
Kontakt.io Asset Tag 2	KHWBC502F001	5.00		USD 24.00	USD 120.00

Subtotal	USD 1,890.00
Discount	0.00%
Total Price	USD 1,890.00
Grand Total	USD 1,890.00

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

Term of Sales:

1. This price proposal is subject to the [Kontakt.io](https://kontakt.io/terms-of-sale-and-service/) standard terms of sale for products and services, a copy of which can be found here: <https://kontakt.io/terms-of-sale-and-service/>
2. All prices are excluding taxes.
3. Shipment and delivery fees quoted herein are for budgetary purposes only. Actual shipment fees will be billed as charged
4. For Kontakt.io only Board of Commissioners stipulated herein.

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Chisago County Board of Commissioners
August 21st 2024





Customer

ECSI
7900 Chicago Avenue S
Bloomington, MN
55420, United States

Prepared By:
Richard Krouse
612-360-5420
rkrouse@ecsillc.com

Chisago County
313 N Main Street
Center City, MN
55012

Dennis Wilton
651-775-9996
dennis.wilton@chisagocountymn.gov

Project: **Chisago County Court Room Cameras**

Scope of Work

Install a category 6 plenum rated cable from the 3rd floor north communications room to each of the (4) court rooms to accomodate a camera provided and installed by others. Provide and install an 18 AWG 4 conductor cable from the camera to the court reporters desk in each court room to accomodate a control switch. Terminate, test label and document as required.

This pricing assumes that all work can be scheduled and performed during normal work hours.

Notes

Summary

Cost Type

Labor and Adjustments	\$5,715.60
Materials	\$776.62
Travel	\$60.00
Subtotal	\$6,552.23

\$6,552

Accepted By

Date

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by ECSI LLC (ECSI), shall be distributed and installed by others under ECSI's supervision but at no additional cost to ECSI. Purchaser agrees to provide ECSI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. ECSI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge ECSI for any costs or expenses without ECSI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by ECSI under this agreement, ECSI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by ECSI shall not operate to compel ECSI to perform any work relating to Hazards without ECSI's express written consent.
2. **INVOICING & PAYMENTS.** ECSI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay ECSI additional amounts invoiced within 30 days of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If ECSI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of ECSI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, ECSI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** ECSI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by ECSI, for a one (1) year from installation. ECSI warrants that for equipment furnished and/or installed but not manufactured by ECSI, ECSI will extend the same warranty terms and conditions which ECSI receives from the manufacturer of said equipment. For equipment installed by ECSI, if Purchaser provides written notice to ECSI for any such defect within thirty (30) days after the appearance or discovery of such defect, ECSI shall at its option, repair or replace the defective equipment. For equipment not installed by ECSI, if Purchaser returns the defective equipment to ECSI within thirty (30) days after appearance or discovery of such defect, ECSI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by ECSI shall be borne by the Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** ECSI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by ECSI or, alternatively, shall provide ECSI with acceptable tax exemption certificates. ECSI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** ECSI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond ECSI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontracts of ECSI, etc.
8. **COMPLIANCE WITH LAWS.** ECSI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse ECSI for any and all reasonable attorneys' fees which are incurred by ECSI in the collection of amounts due and payable hereunder.
10. **INSURANCE.** Insurance coverage in excess of ECSI's standard limits will be furnished when requested and required. No credit will be given or premium paid by ECSI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon ECSI unless accepted by ECSI in writing.