



Board of Commissioners
REGULAR MEETING – Wednesday, January 15, 2025
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.) | CSAH 16 Reconditioning Project Award | TAB 2 |
| 3.) | CSAH 19 RAB & Reconstruction Project Final Design | TAB 3 |
| 4.) | Out of State Travel Request – ATSSA Conference – Fargo, ND | TAB 4 |
| 5.) | Chisago County Bonding Prioritization – Larkin Hoffman | TAB 5 |

Board of Commissioners' Business Meeting

Consent Agenda:

- | | | |
|-----|--|-------|
| 1.) | R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) | R&B Committee Recommendation – CSAH 16 Reconditioning Project Award | TAB 2 |
| 3.) | R&B Committee Recommendation – CSAH 19 RAB & Reconstruction Project Final Design | TAB 3 |
| 4.) | R&B Committee Recommendation – Out of State Travel Request – ATSSA Conference | TAB 4 |
| 5.) | R&B Committee Recommendation – Bonding Prioritization – Larkin Hoffman | TAB 5 |
| 6.) | Minutes from the January 7, 2025 – County Board of Commissioners Meeting | TAB 6 |
| 7.) | Payment of County's Warrants and Miscellaneous Bills | TAB 7 |
| 8.) | Credit Card Request – Nichole Stein, CCSO | TAB 8 |

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | | |
|------|--|--------|
| 9.) | Director's Report | TAB 9 |
| 10.) | Schulte Farm Final Plat | TAB 10 |
| 11.) | Engineering and Design for Weir Repair (LID) | TAB 11 |

Other Business of the County Board

- | | | |
|------|--|--------|
| 12.) | Staffing proposal of Health Cannabis and Substance Use Prevention Grant (CSUP) | TAB 12 |
| 13.) | Out of State Travel Request – 2025 Preparedness Summit – Public Health | TAB 13 |
| 14.) | Purchase of Service Agreement – Resource Training and Solutions | TAB 14 |
| 15.) | 2025 Citizen Appointments to One Watershed One Plan (IWIP) | TAB 15 |

Citizen's Forum

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

Discussion Items:

- Correspondence

CORR.

- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- **CCCI Meeting**, Wednesday, January 22, 2025, Chisago County Law Enforcement Center
- **Chisago County Employee Health Fair**, Thursday, January 23, 2025 8:30-11 a.m.
- **2025 MICA Legislative Forum**, Thursday, January 30, 2025 2 p.m. – 8 p.m., The Wilds Golf Club, 3151 Wilds Ridge Ct., Prior Lake, MN 55372
- **Chisago County Board of Commissioners Meeting**, Wednesday, February 5, 2025
- **Budget and Finance Committee**, Wednesday, February 12, 2025
- **Chisago County Board of Commissioners Meeting**, Wednesday, February 19, 2025
- **AMC Legislative Conference**, February 26 – 27, 2025, InterContinental Hotel, St. Paul

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

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday January 7th at 9:00 a.m. and all other Committees until January 16th via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Hammocks, 1688 Overseas Hwy., Marathon, Fl. 33050, a location open and accessible to the public.

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



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:	January 7 th , 2025	RE: Public Works Director's Report
To:	Chisago County Board of Commissioners	
From:	Joe Triplett, P.E.	

Project Updates:

CSAH 10 Reconstruction Project (Phase 2): We are still working on right of way acquisition for the 2026 project.

TH 95 & CSAH 26 Intersection Realignment Project: Layout has been approved at Mndot and we are looking to review their 30% plans. This is a 2026 project.

CSAH 16 Reconditioning Project (CSAH 12 to County Road 71): Knife River Corporation is the apparent low bidder. I have included the contract for award and approval for consideration tonight.

CSAH 19 Roundabout & Reconstruction Project: Looking to start on final design. I have the Professional Services Agreement for this included for consideration tonight.

TH 8 Reconstruction Project:

- Still working on Blandings Turtle mitigation measures
- Working to get access to parcels for borings and subsurface work
- Working on final facility ownership/maintenance layout
- Working to finalize noise study portion of environmental review

Department Updates:

- We had the kick-off meeting to update our ADA Transition Plan
- Working on finalizing the scope of work for the CSAH 19/I-35 project
- Working on the Conservation Agreement for the Monarch Butterfly
- Working on updating the 5-Yr Transportation Improvement Plan
- Working on securing additional funding for TH 8/CSAH 21 RAB project

Chisago County Request for Board Action

Meeting Date: January 15, 2025	Item Number: 2	
Title of Item for Consideration: CSAH 16 Reconditioning Project Award		
Action Requested by: Joe Triplett, Director	Department: Public Works	
Previous Action on this Matter:		
Background: The County has bid out the CSAH 16 Reconditioning project. The County received 3 bids with Knife River Corporation out of Sauk Rapids being the apparent low bidder at \$3,694,716.00. The Engineer Estimate was \$3,959,688.80 with the range being from the low bid to \$4,414,609.08. Attachment(s): Contract		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the CSAH 16 Reconditioning project to Knife River Corporation. The following motion is suggested: <i>“Move to award and approve the CSAH 16 Reconditioning project to Knife River Corporation the project.”</i>		
Implications of Action: Approval will allow the County to construct the project. Budget/Financial Implications: Funding for project will come from 03-325-6604 Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.		
Administrator’s Recommendation		
Approve <u>CEB</u>	Deny _____	Other _____
Motion By:	Seconded by:	

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

Project Contract for CSAH 16 Reconditioning Project

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

Between the County:

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

and the Contractor:

Knife River Corporation – North Central, a Minnesota Corporation,
4787 Shadow Wood Dr. NE, Sauk Rapids, Minnesota 56379

The Project: CSAH 16 Reconditioning Project
CP 13-16-25

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

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

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

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 16 Reconditioning Project (CP 13-16-25), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved progress schedule. The Contractor shall notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their constructions schedule prior to the preconstruction meeting.

3.4 This Contract allows for a flexible starting date to occur on or after May 5, 2025. The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

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

3.6 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before July 18, 2025.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Three Million Six Hundred Ninety-Four Thousand Seven Hundred Sixteen Dollars and zero cents (\$3,694,716.00).

ARTICLE V – PROGRESS PAYMENTS

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

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

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

ARTICLE VII – TERMINATION

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

Chisago County Project Contract

CP 13-16-25

CSAH 16 Reconditioning Project – December 2024

Chisago County Board of Commissioners
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work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

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

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

ARTICLE VIII - INSURANCE

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

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

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

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

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

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

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

ARTICLE IX - INDEMNIFICATION

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

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

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

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

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

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

ARTICLE XI - NOTICES

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

The County:
Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Tom Hall
Knife River Corp.
4787 Shadow Wood Dr. NE
Sauk Rapids, MN 56379
(320) 251-9472
krcmn.subquotes@kniferiver.com

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

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

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

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

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for

determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIV – MISCELLANEOUS PROVISIONS

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

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

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

14.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the

remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

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

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Chisago County Request for Board Action

Meeting Date: January 15, 2025	Item Number: 3
Title of Item for Consideration: CSAH 19 RAB & Reconstruction Project Final Design	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance with the final design for the CSAH 19 project between CSAH 34 (Lofton Ave.) and CSAH 14 (Lincoln Trl.) in the cities of Lindstrom and Chisago City. We have construction planned 2026. This will entail a roundabout at Stacy Trail and Lofton Ave, reconstructing CSAH 19 between Lofton Ave and Lincoln Rd and connecting the trails on the north side of the highway. The County has 3 different pots of federal funding slated for this project. Given the complexities of the project and the coordinating that will be needed to be done with the local agencies, the County will need to start on the preliminary work so the County can deliver in 2026. The County has enlisted Stonebrooke Engineering to assist with this project. Attachment(s): Professional Services Agreements – Stonebrooke Engineering	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with Stonebrooke Engineering for the CSAH 19 RAB & Reconstruction Project Final Design. The following motion is suggested: “Move to approve the agreement with Stonebrooke Engineering for the CSAH 19 RAB & Reconstruction Project Final Design. .”	
Implications of Action: Approval will allow the County to begin preliminary design for the CSAH 19 Reconstruction and Roundabout project. Budget/Financial Implications: Funding will come out of 03-320-6273 account. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and	

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

PROFESSIONAL AND TECHNICAL SERVICES AGREEMENT

This professional and technical services agreement, hereinafter as "Contract" is between the County of Chisago (hereinafter County), and Stonebrooke Engineering, Inc., 12279 Nicollet Avenue, Burnsville, MN 55337, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR), on the following recitals and terms and conditions.

RECITALS

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

WHEREAS, County is in need of engineering services for the final design of the reconstruction work of CSAH 19 between CSAH 34 to CSAH 14, including the roundabout at the CSAH 19/CSAH 34 intersection; and

WHEREAS, the CONTRACTOR has provided the County a proposal dated December 20, 2024 and cost estimate in which it made representations to the County that it is qualified, duly licensed and willing to perform the services set forth in this contract; and

WHEREAS, on the recommendation of the County Administrator and County Engineer, the Chisago County Board of Commissioners did approve and authorize at its regular meeting held on January 15, 2025 a professional services agreement with the CONTRACTOR for engineering services as outlined in the CONTRACTOR's proposal at a cost not to exceed the cost-estimate contained therein.

TERMS AND CONDITIONS

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This Contract shall be effective on January 16, 2025 or the date on which the County has signed this Contract, whichever occurs later, and shall remain in effect until December 31, 2025, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until the signatures of both parties have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES.** The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in the proposal of CONTRACTOR, a copy of which is attached hereto and incorporated herein as **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract shall prevail.
 - A. **CONTRACTOR's Duties.** CONTRACTOR shall perform those tasks, duties and responsibilities required of CONTRACTOR as described in the Contract documents, including, but not limited to, those specified in **Attachment A**.

- B. County's Duties. County shall perform those responsibilities required of the County as set forth herein.

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

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Three Hundred Fifteen Thousand, Nine Hundred Seventeen and No/100 Dollars (\$315,917.00) pursuant to **Attachment A**.

- B. Terms of Payment.

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

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

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

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

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

Name: Tyler Newhall, PE
Project Manager
Company: Stonebrooke Engineering, Inc.
Address: 12279 Nicollet Avenue, Burnsville, MN 55337
Telephone: 952-402-9202
E-Mail:

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

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

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

VIII. **INSURANCE.**

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

Page 3 of 7

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

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

- C. *Professional Liability Insurance. (Errors and Omissions)* CONTRACTOR shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this contract. Said policies covering the errors and omissions of the professionals working under this contract shall remain in effect for six (6) year following the completion of the work.
- D. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

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

X. **MINNESOTA STATUTE §181.59.**

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

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

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

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

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

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

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

- XIII. **ANTITRUST**. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT**: CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

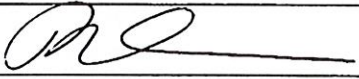
(Signatures found on page 7)

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

APPROVED:

1. **CONTRACTOR – Stonebrooke Engineering, 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:	President
Date:	12/30/2024

2. **COUNTY OF CHISAGO**

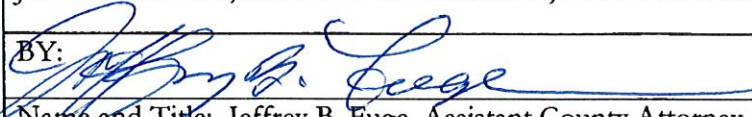
AUTHORIZED AND APPROVED:

By:
Dan Dahlberg, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

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

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
BY: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: ~~Pending Review~~ JBF 1-06-2025

Chisago County Request For Board Action

Meeting Date: January 15, 2025	Item Number: 4
Title of Item for Consideration: Out of State Travel Request – ATSSA Conference – Fargo, ND	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Ben Utech & Dave Burgin are requesting to be authorized to attend the 2025 American Traffic Safety Services Association (ATSSA) Conference in Fargo, ND. Training received will better allow Chisago County to keep current on signing, striping and other highway safety strategies. The conference runs from 3/17 to 3/19. Attachments: • Out-of-State Travel Request Form • 2025 ATTSA Conference Program	
Action Requested/Recommended: The County Board is respectfully requested to approve the Out-of-State Trave requests of Ben Utech and Dave Burgin to attend the 2025 ATSSA conference in Fargo, North Dakota. The following motion is suggested: <i>“Move to approve the out of state travel requests of Ben Utech and Dave Burgin to attend the 2025 ATSSA conference in Fargo, North Dakota.”</i>	
Implications of Action: Board approval at tonight’s meeting will provide opportunity for Chisago County to keep current on signing, striping and other highway safety strategies. Budget/Financial Implications: included in training and continuing education budget. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and	

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

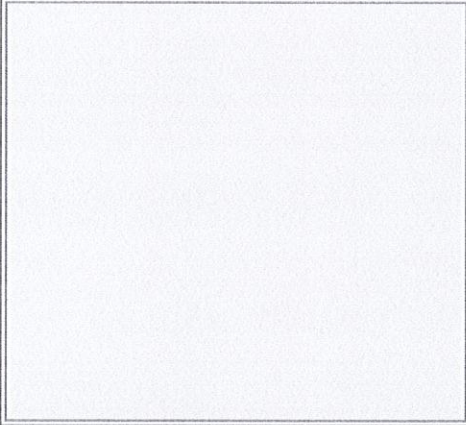
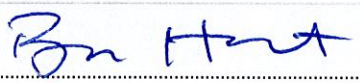
Chisago County Out-of-State Travel Request

Date Submitted	1/8/2025		
Employee Name	Benjamin Utech		
Department	Public Works		
Destination	2025 Northland "How To" ATSSA Conference Fargo, North Dakota		
Purpose of Travel	Training and Education Workshop		
Departure Date	3/17/2025		
Return Date	3/19/2025		
Total Travel Expenses	\$775.00		
Supervisor Name (PRINT)	Joe Triplett		
Supervisor's Signature		Date Approved	1/8/2025
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	Public Works Vehicle		3	\$20.00
Conference/Registration Fees	2025 Northland "How To" Conference		3	\$260.00
Lodging	Delta Marriott Conference Located here		2	\$425.00
Meals	Estimated 4 Meals not covered by Conference		3	\$70.00
Mileage			1	\$0.00
Grand Total				\$775.00

Chisago County Out-of-State Travel Request

Date Submitted	1/8/2025		
Employee Name	Dave Burgen		
Department	Public Works		
Destination	2025 Northland "How To" ATSSA Conference Fargo, North Dakota		
Purpose of Travel	Training and Education Workshop		
Departure Date	3/17/2025		
Return Date	3/19/2025		
Total Travel Expenses	\$755.00		
Supervisor Name (PRINT)	Joe Triplett		
Supervisor's Signature		Date Approved	1/8/2025
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	Public Works Vehicle		3	\$0.00
Conference/Registration Fees	2025 Northland "How To" Conference		3	\$260.00
Lodging	Delta Marriott Conference Located here		2	\$425.00
Meals	Esimated 4 Meals not covered by Conference		3	\$70.00
Mileage			1	\$0.00
Grand Total				\$755.00



JOIN US

Northland "How To" Conference

ATSSA
Northland Chapter

**March 17-19, 2025
Delta Marriott
Fargo, N.D.**

REGISTER TODAY



ATSSA.com/NLHowTo2025

\$260

Included in your registration:

- Entrance into the exhibit hall featuring 40+ displays of the latest in roadway safety products and services.
- 20+ workshops and general sessions led by local, state and federal industry professionals.
- Special preconference workshop included in full registration.
- Enjoy breakfast, lunch, breaks and an evening reception.

Hotel information

Delta Marriott™ Fargo
1635 42nd Street South
701-277-9000

\$149+ per night for rooms
available March 15-20

*Room rates available until
Feb. 20, 2025*





PROGRAM 2025

Northland "How To" Training & Education Workshop March 17-19 • Fargo, N.D.

Monday, March 17

Noon - 4 p.m.

REGISTRATION OPEN
PRECONF. WORKSHOP

12:30 - 4 p.m.

Pavement Markings Today and Tomorrow

This preconference workshop is offered by the Northland ATSSA Chapter at no additional cost to registrants. Pavement markings are taking on a huge role in today's world with lateral vehicle guidance in cars and trucks, as well as distracted drivers. Pavement markings will have an even greater role in the near future as autonomous vehicles, connected work zones and technology in general starting to play a bigger role in vehicles on our roadways.

This workshop will lead a discussion of topics with respect to high level equipment, exotic materials, next level inspection techniques, grooving and materials lists – liquid, non-liquid, plural component and single component. Emphasis will be on the importance of pavement marking uniformity across all jurisdictions and how states like South Dakota, North Dakota and Minnesota face different challenges. Now more than ever, the quality of pavement markings placed on the roadway means so much more than the quantity of pavement marking material a truck or crew can put out in a season.

Tuesday, March 18

7 a.m. – 4:30 p.m.

REGISTRATION
EXHIBITS OPEN (Breakfast)

7:30 – 8:30 a.m.

8:30 – 9:30 a.m.

GENERAL SESSION 1

Proactive Safety Analysis and Low Cost, High Impact Solutions for Traffic Safety in MN

Learn more about striping, rumbles, chevrons, back plates, flashing yellow arrows, etc., which are considered low cost, high impact solutions in Minnesota.

9:35 – 10:20 a.m.

BREAKOUT SESSIONS

1. High Tension Cable Barrier Repairs and Maintenance

2. Illuminating Safety: The Move to Wider and Wet Reflective Markings

In an era of heightened safety concerns, the visibility of pavement markings plays a crucial role in guiding drivers and ensuring road safety. This presentation will delve into the compelling reasons for adopting wider and wet reflective pavement markings, exploring how these innovations can significantly enhance safety for drivers. Join us to learn how adopting these types of pavement markings can transform our roadways, making them safer for all users. Together, we can pave the way for a brighter future.

3. MN Traffic Safety Camera Pilot Program

Minnesota's legislature has authorized a pilot program for traffic safety cameras. This session will give a brief background, an overview of the legislation and status of the program.

10:20 – 10:50 a.m.

EXHIBITS OPEN (Coffee Break)
BREAKOUT SESSIONS

10:50 – 11:35 a.m.

4. Lidar for Asset Management System

5. MnDOT Statewide Work Zone Safety Committee

6. CDL Updates

This session will cover new and upcoming federal DOT regulations and updates for CDL drivers.

11:35 a.m. – 1 p.m.

EXHIBITS OPEN (Lunch)

1 – 2 p.m.

GENERAL SESSION 2

Manual on Uniform Traffic Control Devices

The MUTCD is the national standard for traffic control devices – the signs, signals and markings that guide us every day in our travels throughout the U.S. A new edition of the MUTCD, containing more than 650 changes, was published Dec. 18, 2023. States have up to two years to adopt the new MUTCD. This presentation will cover many of the topic areas with substantive new or revised content. Brief overviews of the applicability of the MUTCD and the process by which states will adopt the new edition will also be discussed.

2:05 – 2:50 p.m.

BREAKOUT SESSIONS

7. Minnesota Work Zone Training Update

MnDOT is developing a comprehensive work zone training program in partnership with the University of Minnesota Local Technical Assistance Program (LTAP), to provide training to local public and private agencies. SRF Consulting has been hired to develop the various modules for this training. This presentation will provide background, status and schedule when trainings will be available.

8. Proper Load Securement for Moving Equipment or Materials

This session will focus on the proper load securement of materials and equipment moved on or within a transporting vehicle. It is based on the Federal Motor Carrier Safety Administration (FMCSA) load securement standard. No matter your level of interest in or use of load securement, this training will provide you with usable information to refresh on or learn required practices to ensure safe transport of what you are moving.

9. NDDOT Warranty Pavement Markings: A Viable Alternative???

Hear from the project planners and data gathering consultant on why this study concept was chosen, the pros/cons, results and the future of warranty markings in North Dakota.

2:50 – 3:20 p.m.

EXHIBITS OPEN (Coffee Break)

Tuesday, March 18 *(continued)*3:20 – 4:05 p.m. **BREAKOUT SESSIONS****10. Flagging Best Practices****11. Otter Tail County Sign Replacement Program**

As agencies consider how to meet impending federal requirements for maintenance of striping visibility, it's a good time to reflect on how local agencies implemented federal sign retroreflectivity requirements in 2014. Otter Tail County (Minnesota) will share how they managed and staffed their sign replacement program over the last 10 years.

12. Distracted Driving

Distracted driving has always been an issue in traffic safety. What can be done and what is being done? Hear information and advice from a Minnesota State Trooper.

4:05 – 4:50 p.m. **GENERAL SESSION 3****Wrong Way Detection**

Wrong way driving remains a persistent safety issue with severe consequences. In this session, we explore how the Safe System Approach can be effectively applied to mitigate wrong way driving incidents. We start by examining the patterns of driver errors that lead to wrong way entry, focusing on misinterpretations of roadway geometry and other contributing factors. By leveraging data collection and analysis, we can identify key trends and highlight design elements that can be enhanced to improve self-correction among drivers. Additionally, we discuss strategic engagement with law enforcement to intervene effectively when prevention measures fall short, ensuring that wrong way drivers can be intercepted before an incident occurs. Join us to learn how an integrated system with a proactive design, real-time response, and effective law enforcement engagement can prevent and respond to wrong way driving, reducing the risk to all road users.

4:50 – 6:30 p.m.

**WELCOME RECEPTION
& EXHIBITS OPEN**

Come connect with old friends and mingle with new acquaintances while enjoying cocktails and hors d'oeuvres at this annual event in the exhibit hall.

**2025 Northland
"How To" Conference****Wednesday, March 19**

7:30 – 10 a.m.

7:30 – 8:30 a.m.

8:30 – 9:15 a.m.

REGISTRATION**EXHIBITS OPEN (Breakfast)****BREAKOUT SESSIONS****13. Local Agency Pavement Marking Management**

Speakers from Cass County in North Dakota and Marshall County in Minnesota will discuss how they review, evaluate and maintain their pavement marking systems on the county roads they are responsible for.

14. Temporary Traffic Control Overview and Inspections

This session will provide an overview of assessing work zones for safety and functionality. We will discuss key principles of temporary traffic control, common issues to watch for and effective inspection methods.

15. CAVs Discussion from MnDOT

9:15 – 10 a.m.

BREAKOUT SESSIONS**16. Pavement Marking Inspection**

This session will cover pavement marking overspray lines, pressure being too high, truck calibration, etc.

17. Permanent Signing Installation Overview (LTAP)**18. PPE! How Do I Know What To Choose?**

This session will explore how to choose personal protective equipment (PPE) based on hazards, risk and employee comfort. We will identify current highway/roadway PPE, new PPE and options for PPE. Finally we will discuss PPE assessments and how often a company should review their current equipment.

10 – 10:30 a.m.

EXHIBITS OPEN (Coffee Break)

10:30 a.m. – Noon

GENERAL SESSION 4**Revolutionizing Road Safety: The Power of AI and Automated Data Collection**

Increased road safety is the goal of every Department of Transportation (DOT) and local agency. Without accurate and real-time insights, however, agencies cannot proactively and effectively respond to incidents and maintenance issues, leading to dangerous situations for everyday drivers, construction crews and agency employees. Data is the key to delivering these actionable insights, but the way that data is currently collected has become obsolete and inefficient.

Exhibits • Workshops • Networking**Who Should Attend?**

This conference is a must for roadway safety infrastructure industry professionals involved in the selection, inspection or maintenance of all types of pavement markings, traffic signs and temporary (work zone) traffic control.

- Field personnel
- Field supervisors
- Designers of permanent/temporary traffic control
- State, county and local agency personnel
- Contractors
- Consulting engineers
- Traffic control device and material manufacturers
- Work zone traffic control supervisors

Northland "How To" Conference March 17-19, 2025



**Attend 20+ sessions
focusing on real-world
roadway safety issues**

 **Preconference Workshop
on March 17**

**Register today at
ATSSA.com/NLHowTo2025**

Northland ATSSA Chapter
Minnesota • North Dakota • South Dakota

American Traffic Safety Services Association
Fredericksburg, VA 22406-1077
meetings@atssa.com • 540-368-1701

Cancellation Policy:

Full Registration fee will be refunded if cancellation is received by March 1, 2025. No refunds after March 1, 2025. No-shows will not be refunded. All refunds will be made after the conference.



Exhibit sales now open online

- 10' x 10' exhibit spaces are \$1,195 for ATSSA Members, \$1,795 for Non-members.
- Receive 2 free registrations with each booth space.
- Vendor Reception sponsorships available for an additional \$200.

**Visit ATSSA.com/NLHowTo2025
to secure online through Cvent**



Chisago County Request for Board Action

Meeting Date: January 15, 2025	Item Number. 5
Title of Item for Consideration: Chisago County Bonding Prioritization – Larkin Hoffman	
Action Requested by: Board of Commissioners	Department: Board of Commissioners
Previous Action on this Matter: Each Chisago County Commissioner met with Larkin Hoffman to discuss their Bonding priorities for the 2025 legislative on November 8, 2024.	
Background: The Larkin Hoffman Public Affairs team, contracted with Chisago County, believes there is a strong possibility that the 2025 legislative session will result in the passage of a 'bonding bill.' After the November 8, 2024, individual commissioner meetings, Larkin Hoffman created a list of the proposed projects discussed and a 'next steps' list of actions items for the County. It has been discussed with Larkin Hoffman, and Larkin Hoffman recommends that Chisago County Board of Commissioners prioritize their asks so Larkin Hoffman can focus their efforts for approval of projects for Chisago County. Attachments: • November 27th Memo from Larkin Hoffman	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners create a priority list of bonding requests to provide Larkin Hoffman with greater direction when meeting with Minnesota Legislators. The following motion is suggested: "Move to approve the Chisago County Prioritized List of Bonding Requests."	
Implications of Action: By creating a priority list of Bonding Projects, Larkin Hoffman has a greater likelihood of receiving Minnesota bonding monies for County projects. Budget/Financial Implications: None.	

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Memorandum

To: Chisago County Board of Commissioner's
Cc: Chase Burnham
From: Jerry Seck
Grady Harn
Margaret Vesel
Date: November 27, 2024
Re: Chisago County's State of Play and Next Steps

The following memorandum provides a review of the Minnesota 2025 election results, leadership changes, session preview and outlines a plan with respect to issues identified as having importance to Chisago County. If you have any questions regarding this summary, please do not hesitate to contact one of us.

2024 Election Results:

On November 5, 2024, there were two new representatives elected in Chisago County. They are James "Jimmy" Gordon (R-Isanti) who will replace Rep. Brian Johnson (R-Cambridge) in House District 28A, and Max Rymer. (R-North Branch) who will replace the retiring Rep. Anne Neu Brindley (R-North Branch) in House District 28B.

In addition, Rep. Nathan Nelson (R-Hinkley) was re-elected to his fourth term. His district includes the northern portion of Chisago County.

MN Senate

DFL Senate Majority: The Senate DFL maintained their 34-33 majority as former Senator Ann Johnson Stewart (DFL-Plymouth) won her bid for Senate District 45 to replace Senator Kelly Morrison (DFL-Deephaven). Morrison resigned her MN Senate seat in July to run for congress and was successful in becoming the next U.S. Representative for Minnesota's 3rd congressional district.

Senate Leadership:

- Senate DFL will continue with their current leadership team: Majority Leader Erin Murphy (St. Paul), Senate President Bobby-Joe Champion (Minneapolis), Sen. Mary Kunesch

(New Brighton), Sen. Claire Oumou Verbeten (St. Paul), Sen. Founng Hawj (St. Paul), and Sen. Liz Boldon (Rochester).

- Senate Republicans announced their leadership team with Sen. Mark Johnson (East Grand Forks) continuing as Minority Leader; supporting team: Sen. Julia Coleman (Waconia), Sen. Gary Dahms (Redwood Falls), Sen. Karin Housley (Oak Park Heights), Sen. John Jasinski (Faribault), Sen. Michael Kreun (Blaine), and Sen. Jordan Rasmusson (Fergus Falls).

MN House

Minnesota House Tied: The House of Representatives is now evenly divided, 67-67 (with two official recounts currently taking place) between the Minnesota DFL and Republicans. This unique situation mirrors the 1979 arrangement when a power-sharing deal was necessary. The Republicans now hold equal power over legislative priorities in the House, including a bonding bill. A recent announcement by joint leadership indicated that all committees will be co-chaired, and membership will be shared equally between the DFL and Republicans.

House Leadership:

On November 18, 2024, House leadership announced the House committee structure will be equally divided and chaired by DFL and Republican co-chairs. The following chairs have been named for Transportation, Capital Investment, and Taxes:

House Transportation: Rep. Jon Koznick (R-Lakeville) and Rep. Erin Koegel (DFL-Spring Lake Park)

House Capital Investment: Rep. Mary Franson (R-Alexandria) and Rep. Fue Lee (DFL-Mpls)

House Taxes: Rep. Greg Davids (R-Preston) and Rep. Aisha Gomez (DFL-Mpls)

Committee membership will be determined at a later date.

- The DFL retained Rep. Melissa Hortman (Brooklyn Park) as Speaker-designate; supporting team: Rep. Jamie Long (Minneapolis), Rep. Athena Hollins (St. Paul), and Rep. Liish Kozlowski (Duluth).
- The Republicans elected Rep. Lisa Demuth (Cold Spring) for Speaker-designate; supporting team: Deputy Republican Leader: Rep. Harry Niska (Ramsey), Rep. Jim Nash (R-Waconia), Rep. Ben Bakeberg (R-Jordan), Rep. Walter Hudson (R-Albertville), Rep. Jim Joy (R-Hawley), Rep. Andrew Meyers (R-Tonka Bay), Rep. Kristen Robbins (R-Maple Grove), Rep. Paul Torkelson (R-Hanska), Rep. Natalie Zeleznikar (R-Fredenburg Township) and Rep.-Elect Bidal Duran (R-Bemidji)

Session Preview

The upcoming 2025 session, being the first year of the biennium, is typically known as the budget setting year. Minnesota's constitution requires that the legislature pass a balanced budget by June 30 (last day of the State's fiscal year). There will be many issues facing the legislature next year, including passing a balanced budget with possible budget constraints.

The November forecast announcement will be released in late November or early December 2024. This forecast will provide a better understanding of next year's fiscal outlook.

We believe there is a strong possibility of the legislature passing a bonding bill in 2025 (based on our recent conversations) and due to the failure to pass a bonding bill last session.

Chisago County Legislative Priorities:

At our meeting with county commissioners on November 8, 2024, we discussed the following potential projects:

- North Branch (I35/400th) Interchange | Designated: City Priority
- 9/95 Roundabout
- 95/12 Roundabout
- Stacy Bridge | Designated: City Priority
- City Public Relations effort
- Shafer Roundabout
- Increase local sales tax from ½ cent to 1 cent.
- HWY 8 Extension on \$8M
 - Senate Counsel is drafting bills for bonding and transportation.
- Turtles on HWY 8
- Sunrise Trail (Harris to Pine City)

Next Steps for Chisago County:

1. Extend an invitation from Chisago County to Rep. Gordon, Sen. Rarick and Rep. Nelson to discuss legislative priorities.
2. Chisago County to host County Board meeting to discuss/approve legislative priorities.
3. Larkin Hoffman Public Affairs to assist Chisago County to schedule a legislative delegation meeting.
 - Invitees: Sen. Mark Koran, Rep. Max Rymer, Rep. Jimmy Gordon, Sen. Rarick, Rep. Nelson
4. Larkin Hoffman Public Affairs will secure Rep. Rymer's support as the successor to Rep. Neu Brindley.
5. Larkin Hoffman Public Affairs will arrange meetings with key players in the legislature including Sen. Pappas (Bonding Chair); Sen. Housley (Minority Bonding Lead), Sen.

Dibble (Transportation Chair) Sen. Jasinski (Minority Transportation Lead) and the respective House counterparts once announced.

6. Larkin Hoffman Public Affairs will schedule a day of meetings at the Capitol for Chisago County and the legislative delegation in late January or early February.
7. Draft bills and secure authors for the projects the Chisago County board selects as priorities.

Important Dates to Remember

The following is an outline of the 2025 Minnesota Legislative calendar. We will continue to add dates as they are announced (committee deadlines and holidays recesses).

November/December TBD, 2025	November Budget Forecast Announced
January 14, 2025 @ 12:00	First Day of 2025 Legislative Session
January 15, 2025	Governor's Budget is released
February TBD 2025	February Budget Forecast Announced
April 12-April 21, 2025	Possible legislative recess for Easter/Passover
May 19, 2025	Constitutional deadline to adjourn sine die

If you have any questions, please contact Jerry Seck at 612-803-1002 or jseck@lhpublicaffairs.com or Grady Harn at 480-329-0626 or gharn@lhpublicaffairs.com or Margaret Vesel at 651-341-0880 or mvesel@lhpublicaffairs.com,

4902-6783-3089, v. 3

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Tuesday, January 7, 2025**

8:55 a.m. Oath of Office Administered to County Commissioners Dan Dahlberg and Ben Montzka

- 10th Judicial District Judge Catherine Trevino

At 9:00 a.m., Tuesday, January 7, 2025, in the Board Room of the Government Center, the Clerk of the Board convened the Annual Organizational Meeting of the Chisago County Board of Commissioners with the following members present: Greene, Dunne, Montzka, and Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday January 7th at 9:00 a.m. and all other Committees until January 16th via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Hammocks, 1688 Overseas Hwy., Marathon, FL 33050, a location open and accessible to the public.

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

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

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

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

The Clerk of the Board then called for nominations for Chair for 2025.

Commissioner Montzka nominated Commissioner Dahlberg for Board Chair for 2025, seconded by Commissioner Dunne. Upon multiple calls, there were no other nominations.

The Clerk then called for a roll call vote of the candidates: Commissioner Swenson voted for Commissioner Dahlberg. Commissioner Dunne voted for Commissioner Dahlberg. Commissioner Greene voted for Commissioner Dahlberg. Commissioner Montzka voted for

Commissioner Dahlberg. Commissioner Dahlberg voted for himself, whereupon the Clerk declared Commissioner Dahlberg as Chair of the Board for 2025.

The newly declared Chair for 2025, Commissioner Dahlberg, called for nominations for Vice Chair for 2025.

Commissioner Dunne nominated Commissioner Greene, seconded by Commissioner Montzka. Upon call, there were no other nominations. Chair Dahlberg called for a roll call vote on Commissioner Greene as Vice Chair, Commissioner Swenson voted aye, Commissioner Dunne voted aye, Commissioner Greene voted aye, Commissioner Montzka voted aye, and Commissioner Dahlberg voted aye. Chairperson Dahlberg declared Commissioner Greene as Vice-Chair of the Board for 2025.

2025 Board Chair Dunne – Opening Remarks

On motion by Montzka, seconded by Greene, the Board moved to adopt the attached Chisago County Board of Commissioner's Operating Guidelines for 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Commissioner Montzka offered a motion to adopt the 2025 Chisago County Board of Commissioners Meeting Schedule via the attached Resolution and combine January's Budget and Finance Committee Meeting with the January 15, 2025 Board of Commissioners Regular Meeting. Motion seconded by Greene. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 25/0107-1 DEFINING THE 2025 MEETING SCHEDULE FOR THE CHISAGO COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, by the Chisago County Board of Commissioners that next regular meeting of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on Wednesday, January 15th, 2025, commencing at 6:30 p.m.; and

BE IT FURTHER RESOLVED, by the Chisago County Board of Commissioners that from and after January 8th, 2025, regular meetings of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on the first and third Wednesday of each month, commencing at 6:30 p.m. on the first Wednesday of each month and commencing at 6:30 p.m. on the third Wednesday of each month; and

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

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

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

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the County Board falls on a legal holiday pursuant to Section 645.44, Subd. 5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday; and
BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 2, Minnesota Statutes, Special Meetings of the Chisago County Board of Commissioners may be called by posting notice of the meeting on the County's principal bulletin board and with three days' notice published in the official newspaper or mailed to each person who has filed a written request for such meetings; and

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

Commissioner Dunne offered a motion to establish the 2025 mileage reimbursement rate equal to the federal maximum allowable rate; as \$.70 per mile, and to establish the 2025 mileage reimbursement rate at \$.35 per mile, when at the driver's discretion, a personal vehicle is used, rather than an available County vehicle and the rates set by the GSA for lodging and meals. Motion seconded by Greene. The original motion **carried** as follows: The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the attached resolution affirming the County's policy regarding routine Personnel and Human Resource Actions. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 25/0107-2
DELEGATING CERTAIN HUMAN RESOURCE AND
PERSONNEL FUNCTIONS TO COUNTY ADMINISTRATOR

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

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

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

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

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

termination of County employees below the level of Department Director, pursuant to federal and state statutes and subject to County Board-approved labor agreements, and personnel policies and procedures.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Board of Chisago County that such delegation, intended to facilitate more timely action on certain personnel issues and increasing organizational efficiency, will be annually reviewed and affirmed by the County Board.

On motion by Montzka, seconded by Dunne, the Board moved to approve, by Resolution, the 2025 Commissioners' Committee Assignments, as designated at today's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 25/0107-3
COUNTY COMMISSIONER
COMMITTEE ASSIGNMENTS FOR 2025

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

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

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

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

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

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

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

Association of MN Counties
Budget & Finance Committee
Central Minnesota Council on Aging
Chisago County Emergency Preparedness Committee
Chisago County Jail/Law Enforcement Center/Emergency Communications
Committee
Chisago Lakes Joint Sewer Commission
Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force
East Central Regional Library Board
East Central Solid Waste & 2-County Landfill, Recycling
East Central Regional Development Commission; *(PLUS Subcommittee – Metro Area Transportation Partnership)*
Health & Human Services Committee of the Whole *(PLUS Subcommittee – HHS Subcommittee)*
Highway 8 Task Force
HRA-EDA Board
Human Resources/Labor Negotiations/Insurance
Joint Job Training Board *(PLUS Subcommittees: A) CMJTS, Inc. Operations Committee; B) WIB Executive Committee; C) Workforce Development Committee)*
Lakes & Pines Community Action Council Board; *(PLUS Subcommittee – Negotiations)*
Law Library, Court Liaison
Legislative Committee – *(NOTE – Mileage ONLY/NO Per Diems)*
Metropolitan Emergency Services Board (MESB); *(PLUS Subcommittees: A) Executive; B) Radio Cost Allocation Committee)*
NACO
Parks Board
Planning Commission
Public Health Commission
Regional Juvenile Detention Facility – Lino Lakes
Road & Bridge Committee of the Whole
South Center/South Lindstrom Sanitary Sewer District
Solid Waste Advisory Committee
Township Association
U of MN Extension Committee
Water Plan Policy Team *(PLUS Subcommittee – Metro Area Water Supply Advisory Council)*
Lower St. Croix One Watershed One Plan
Lakes Improvement District
MN Inter County Association

Chisago County Facilities Committee
Chisago County Technology Committee
Opioid Advisory Council

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

2025 Citizen Appointments to Various Boards/Committees/Commissions

On motion by Greene, seconded by Montzka, the Board moved to appoint the following representatives to the respective committees and readvertise for the remaining vacancies:

Board of Adjustment and Appeal:

District 2 – 1/5/2025 – 1/4/2028 – Jolene Wille

Extension Committee:

District 2 – 1/7/2025 – 1/4/2028 – NONE

District 3 – 1/7/2025 – 1/4/2028 – Angela Mallery (re-appointment)

District 4 – 1/7/2025 – 1/4/2028 – Chip Yeager (re-appointment)

HRA-EDA:

District 2 – 1/7/2025 – 12/31/2029 – Cathy Bennett

District 3 – VACANCY – 01/04/2022 to 12/31/2026 – Chris DuBose

Park Board:

District 2 – 1/7/2025 – 1/4/2028 – Jolene Wille (re-appointment)

District 5 – 1/7/2025 – 1/4/2028 – Allen Siedow (re-appointment)

Planning Commission:

District 4 – 1/1/2025 – 12/31/2027 – Chip Yeager (re-appointment)

At-Large – 1/1/2025 – 12/31/2027 – Jolene Wille (re-appointment)

At-Large – 1/1/2025 – 12/31/2027 – John Sutcliffe (re-appointment)

Water Plan Policy Team:

4 At-Large – 1/7/2025 – 1/4/2028 – Dawn White (re-appointment), Robert Klatt (re-appointment)

One Watershed One Plan:

2 At-Large and 2 Alternate – 1/7/2025 – 12/31/2026 – Lance Petersen (re-appointment)

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

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

On motion by Greene, seconded by Montzka, the Board moved to adopt resolution approving the County Board Chair and Auditor-Treasurer as signers on the First Resource Bank accounts for 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 25/0107-6
AUTHORIZING SIGNATURE ON THE COUNTY BANK ACCOUNTS

WHEREAS, signature need to be designated for those authorized to sign checks or withdrawal orders against the County; and

WHEREAS, the County maintains their checking account at First Resource Bank in Lindstrom, Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that the 2025 County Board Chair Dan Dahlberg and Auditor-Treasurer Bridgitte Konrad are authorized to sign checks and withdrawal orders from the County's account at First Resource Bank in 2025.

On motion by Montzka, seconded by Dunne, 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:

13. Authorize Payment of County's Warrants and Miscellaneous Bills \$383,017.25
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.
14. Approve Minutes of December 18, 2024, Regular Meeting
15. Acceptance of 2024 Donations

RESOLUTION NO: 25/0107-4
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donation received by Chisago County in 2025:

- Robert Stanek – \$200.00 for the Chisago County Employees
- Bartley Fisher, K-9 Program – \$100.00
- Trinity Lutheran Church, CCSO Chaplain Program – \$50.00
- Tom Kieffer Agency, Children’s Water Festival – \$75.00
- First Resource Bank, Children’s Water Festival – \$100.00
- Brink’s Market, Children’s Water Festival – \$100.00
- First State Bank of Wyoming, Children’s Water Festival – \$200.00
- City of Rush City, Children’s Water Festival – \$200.00
- Chisago Lakes Lions Club, Children’s Water Festival – \$200.00
- John and Michelle Kent, Project Lifesaver – \$300.00
- Comfort Lake Forest Lake Watershed District – \$2,000.00

16. Mileage Reimbursement past 60 days – HHS

17. Recognition of County Staff January Anniversaries

On motion by Montzka, seconded by Dunne, the Board moved to continue the discussion regarding the 2025 CIP to February 19th. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the 2025 State of Minnesota Federal Boating Safety Supplemental Equipment Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve the Lease Agreement between Rush City and Chisago County for the space at 325 South Eliot Avenue in Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to authorize execution of Professional Service Contracts with two attorneys, Migala and Guptil, to provide Legal Representation for eligible persons in Child Welfare matters under Juvenile Protection Provisions of the Juvenile Court Act. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to direct the Chisago County Planning Commission to conduct a Public Hearing in consideration of Official Zoning Map Adoption consistent with the recently enacted Zoning Ordinance No. 2024-1218-1. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the final payment for the CSAH 21 Reconstruction. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the attached Agreement Between the Minnesota Department of Revenue and Chisago County for Collection of a Local Transit Sales and Use Tax. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to authorize the County Auditor-Treasurer to adjust the 2024 budget for the attached carryover request by moving the remaining SLFRF/ARPA Revenue to the 2024 Chisago County Sheriff's Office budget. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the resolution supporting the application for \$2M for a roundabout on US Highway 8 at the intersection of CSAH 21. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO: 25/0107-5
SUPPORT FOR LEGISLATIVE REQUEST FOR FUNDING

WHEREAS, US TH 8 is classified as a Minor Arterial and CSAH 21 is classified as a Major Collector; and

WHEREAS, this intersection sees almost 8,000 vehicles per day; and

WHEREAS, there are safety issues with the intersection's operation and constructing a roundabout will help to alleviate those issues; and

WHEREAS, Chisago County has applied for and been awarded \$2M in federal Highway Safety Improvement Program fund to address the safety issues at this intersection; and

WHEREAS, the Chisago County Board of Commissioners supports efforts to improve the safe operation of this intersection; and

WHEREAS, the Chisago County Board of Commissioners supports this project and pursuing State Legislative funding to deliver it; and

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners does hereby support the application and pursuit of funds from the Minnesota Legislature for construction of a roundabout at this location.

On motion by Swenson, seconded by Dunne, the Board moved to approve a letter of support for the City of North Branch and North Branch Area School's application for the State of MN Safe Routes to School Planning Assistance Grant. The motion **carried** as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED**: None.

Citizen's Forum:

TIME – 9:27 a.m.

END TIME – 9:27 a.m.

of SPEAKERS – 0

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

On motion by Montzka, seconded by Dunne, the Board moved to open the Public Hearing at 9:31 a.m. The motion **carried** as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED**: None.

Public Hearing:

TIME – 9:31 a.m.

END TIME – 9:31 a.m.

of SPEAKERS – 0

On motion by Greene, seconded by Dunne, the Board moved to close the Public Hearing at 9:32 a.m. The motion **carried** as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED**: None.

On motion by Greene, seconded by Dunne, the Board moved to adopt the 2025 Chisago County Fee Schedule effective January 7, 2025. The motion **carried** as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED**: None.

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

On motion by Dunne, seconded by Montzka, the Board adjourned at 9:56 a.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg
OPPOSED: None.

Commissioner Dan Dahlberg, Chair

Attest: _____
Christina Vollrath
Clerk, County Board



CHISAGO COUNTY
BOARD OF COMMISSIONERS
January 15, 2025

7

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$1,853,500.62

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	1,669,467.89	General Revenue Fund	
	3	91,966.18	Road And Bridge Fund	
	11	86,267.00	Building Fund	
	14	5,324.55	Solid Waste Fund	
	37	475.00	Debt Service Fund	
	All Funds	1,853,500.62	Total	Approved by,

Bills to be Paid \$192,901.87

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	118,667.16	General Revenue Fund	
	3	34,658.27	Road And Bridge Fund	
	12	8,537.67	Capital Equipment Fund	
	14	3,467.26	Solid Waste Fund	
	76	3,260.00	Employee Recognition Agency Fu	
	85	24,311.51	Flexible Benefits/Insurance Agen	
	All Funds	192,901.87	Total	Approved by, ...

Please authorize payment for the following Human Services Warrants

<u>Check Date</u>	<u>Amount</u>	<u>Board Date</u>	<u>Type of Check/Payments</u>
1/17/2025	\$ 11,437.96	1/15/2025	Commissioners Warrants
	\$ 11,437.96	Total	

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

LSaumer
1/10/2025 8:29:40AM
5 Health And Human Services

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 2

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
3	10292 AMAZON CAPITAL SERVICES 05-451-470-0000-6401	AP	4	107.19	SUPPLIES 12/20/2024 12/20/2024	143N-HMGG-DVDP	General Supplies	N
1	05-451-470-0000-6838	AP	4	10.99	SUPPLIES 12/20/2024 12/20/2024	143N-HMGG-DVDP	C & T C Grant Exp	N
2	05-451-470-0000-6844	AP	4	30.03	SUPPLIES 12/20/2024 12/20/2024	143N-HMGG-DVDP	MECSH Grant Exp	N
5	05-420-600-0000-6401			156.39	SUPPLIES 01/06/2025 01/06/2025	1HK4-R39Q-Q733	General Supplies	N
4	05-430-700-0000-6401	AP	4	77.91	SUPPLIES 12/23/2024 12/23/2024	1W9Q-NJRF-9MGN	General Supplies	N
	10292 AMAZON CAPITAL SERVICES			382.51	5 Transactions			
6	10038 ANDERSON & KOCH FORD INC 05-121-000-0000-6850	AP	4	346.95	VETERAN VAN REPAIRS 11/22/2024 11/22/2024	507816	Op Enhancement Grant Expense	N
7	05-121-000-0000-6850	AP	4	121.71	VETERAN VAN REPAIRS 12/06/2024 12/06/2024	508202	Op Enhancement Grant Expense	N
	10038 ANDERSON & KOCH FORD INC			468.66	2 Transactions			
8	2615 ASL INTERPRETER SERVICES INC 05-420-650-0000-6004	AP	4	370.00	 12/16/2024 12/16/2024	24.17047	Ma Access Services	N
	2615 ASL INTERPRETER SERVICES INC			370.00	1 Transactions			
9	9480 Auto Glass Express 05-430-700-0000-6562			700.00	CAR #444 WINDSHIELD REPAIR 01/02/2025 01/02/2025	66552	Repairs	N
	9480 Auto Glass Express			700.00	1 Transactions			
10	1194 BACH/SARAH 05-430-700-0128-6335	AP	4	25.46	TRAVEL EXPENSE-MILEAGE 12/19/2024 12/19/2024		Child Prot Staff Travel	N
	1194 BACH/SARAH			25.46	1 Transactions			
11	3612 BENSON/ROBERT 05-420-600-0133-6335	AP	4	54.03	TRAVEL EXPENSE-MILEAGE 11/21/2024 12/12/2024		Director Travel	N
11	05-430-700-0133-6335	AP	4	87.14	TRAVEL EXPENSE-MILEAGE 11/21/2024 12/12/2024		Director Travel	N

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
11	05-451-430-0000-6335	AP	4	33.11	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
					11/21/2024 12/12/2024			
	3612 BENSON/ROBERT			174.28	3 Transactions			
	3756 CHILDREN'S DENTAL SERVICES							
12	05-451-480-0000-6841	AP	4	459.49	TRANSPORTATION-RESTORE TEAM		Community Services	N
					11/07/2024 11/07/2024			
13	05-451-480-0000-6841	AP	4	259.49	TRANSPORTATION-HYGIENE TEAM		Community Services	N
					11/12/2024 11/12/2024			
	3756 CHILDREN'S DENTAL SERVICES			718.98	2 Transactions			
	203001 CHISAGO COUNTY AUDITOR-TREAS OFFIC							
14	05-420-600-0000-6401			27.00	PADFOLIOS AND MESSENGER BAG		General Supplies	N
					01/03/2025 01/03/2025			
14	05-430-700-0000-6401			40.50	PADFOLIOS AND MESSENGER BAG		General Supplies	N
					01/03/2025 01/03/2025			
	203001 CHISAGO COUNTY AUDITOR-TREAS OFFIC			67.50	2 Transactions			
	30069 CHISAGO COUNTY PRESS							
15	05-121-000-0000-6850	AP	4	200.00	COFFEE TALK ADVERTISEMENT	166296-50	Op Enhancement Grant Expense	N
					11/01/2024 11/30/2024			
	30069 CHISAGO COUNTY PRESS			200.00	1 Transactions			
	203003 CHISAGO COUNTY RECORDER'S OFFICE							
17	05-420-600-0000-6241	DTF	5	13.00	DEATH CERTIFICATES	2024-74	General Administration	N
					12/04/2024 12/04/2024			
18	05-420-600-0000-6242	DTF	5	78.00	BIRTH CERTIFICATES	2024-74	Birth Certificates	N
					12/09/2024 12/09/2024			
16	05-420-600-0000-6241	DTF	5	13.00	DEATH CERTIFICATES	2025-4	General Administration	N
					12/27/2024 12/27/2024			
	203003 CHISAGO COUNTY RECORDER'S OFFICE			104.00	3 Transactions			
	203004 CHISAGO COUNTY SHERIFF'S OFFICE							
19	05-420-640-0000-6385	DTF	5	60.00		24-2513	Cc Sheriff Sop & Bailiff	N
					12/20/2024 12/20/2024			
	203004 CHISAGO COUNTY SHERIFF'S OFFICE			60.00	1 Transactions			
	1263 CHRISTENSON/BRANDIE							
20	05-451-430-0000-6335	AP	4	24.15	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
					12/17/2024 12/31/2024			

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Vendor		Name	Rpt		Warrant Description		Invoice #	Account/Formula Description		1099
No.	Account/Formula	Accr	Amount		Service Dates		Paid On Bhf #	On Behalf of Name		
1263	CHRISTENSON/BRANDIE		24.15		1 Transactions					
30177	CINTAS CORPORATION									
22	05-420-600-0000-6241	AP 4	7.05		WEEKLY RUG SERVICE		4214906391	General Administration		N
					12/17/2024	12/17/2024				
22	05-430-700-0000-6241	AP 4	14.10		WEEKLY RUG SERVICE		4214906391	General Administration		N
					12/17/2024	12/17/2024				
22	05-451-430-0000-6800	AP 4	15.96		WEEKLY RUG SERVICE		4214906391	Other Expense		N
					12/17/2024	12/17/2024				
21	05-420-600-0000-6241	AP 4	7.05		WEEKLY RUG SERVICE		4215730643	General Administration		N
					12/24/2024	12/24/2024				
21	05-430-700-0000-6241	AP 4	14.10		WEEKLY RUG SERVICE		4215730643	General Administration		N
					12/24/2024	12/24/2024				
21	05-451-430-0000-6800	AP 4	15.96		WEEKLY RUG SERVICE		4215730643	Other Expense		N
					12/24/2024	12/24/2024				
23	05-420-600-0000-6241	AP 4	7.05		WEEKLY RUG SERVICE		4216379847	General Administration		N
					12/31/2024	12/31/2024				
23	05-430-700-0000-6241	AP 4	14.10		WEEKLY RUG SERVICE		4216379847	General Administration		N
					12/31/2024	12/31/2024				
23	05-451-430-0000-6800	AP 4	15.96		WEEKLY RUG SERVICE		4216379847	Other Expense		N
					12/31/2024	12/31/2024				
30177	CINTAS CORPORATION		111.33		9 Transactions					
1196	COLLINS/MICHELLE									
24	05-420-640-0000-6241		140.00		NOTARY RENEWAL& RECORDING			Iv-D General Administration		N
					01/02/2025	01/02/2025				
1196	COLLINS/MICHELLE		140.00		1 Transactions					
1268	DANNER/RIKEE									
25	05-430-700-0134-6335	AP 4	144.55		TRAVEL EXPENSE-MILEAGE			DD Worker Travel		N
					10/31/2024	12/20/2024				
1268	DANNER/RIKEE		144.55		1 Transactions					
8508	ELLIOTT/JENNIFER									
26	05-430-700-0127-6335	AP 4	41.65		TRAVEL EXPENSE-MILEAGE			Mh Travel		N
					12/10/2024	12/20/2024				
8508	ELLIOTT/JENNIFER		41.65		1 Transactions					
9472	Ensrud/Savanna									
27	05-430-700-0128-6335	AP 4	152.65		TRAVEL EXPENSE-MILEAGE			Child Prot Staff Travel		N

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Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

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	Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	9472	Ensrud/Savanna			152.65	11/25/2024 12/19/2024 1 Transactions			
28	9425	Fentanyl Free Communities Foundation							
		05-460-310-0000-6851	AP	4	5,000.00	FFCF PAUSE CAMPAIGN	FFCF123024	Opioid Grants	Y
						12/30/2024 12/30/2024 1 Transactions			
	9425	Fentanyl Free Communities Foundation			5,000.00				
29	9466	Frischmon/Amanda							
		05-451-470-0000-6335	AP	4	47.92	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
						12/02/2024 12/09/2024 1 Transactions			
	9466	Frischmon/Amanda			47.92				
30	90061	INNOVATIVE OFFICE SOLUTIONS LLC							
		05-420-600-0000-6401			13.06	SUPPLIES	4723985	General Supplies	N
30						01/04/2025 01/04/2025			
		05-430-700-0000-6401			19.58	SUPPLIES	4723985	General Supplies	N
31						01/04/2025 01/04/2025			
		05-420-600-0000-6401			31.72	SUPPLIES	4732455	General Supplies	N
31						01/06/2025 01/06/2025			
		05-430-700-0000-6401			65.29	SUPPLIES	4732455	General Supplies	N
31						01/06/2025 01/06/2025			
		05-451-430-0000-6401			89.54	SUPPLIES	4732455	General Supplies	N
						01/06/2025 01/06/2025 5 Transactions			
	90061	INNOVATIVE OFFICE SOLUTIONS LLC			219.19				
32	9028	Johanson/Brittany							
		05-430-700-0134-6335	AP	4	37.19	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
44						12/05/2024 12/18/2024			
		05-430-700-0137-6335	AP	4	86.76	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
						12/05/2024 12/18/2024 2 Transactions			
	9028	Johanson/Brittany			123.95				
33	9461	Kopp/Carrie							
		05-451-470-0000-6335	AP	4	47.38	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
						12/03/2024 12/26/2024 1 Transactions			
	9461	Kopp/Carrie			47.38				
34	10007	LEXISNEXIS RISK SOLUTIONS							
		05-420-600-0000-6241	AP	4	60.00	MONTHLY LEXIS/NEXIS - ACCURINT	1223200	General Administration	N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
34	05-430-700-0000-6241	AP	4	90.00	12/01/2024 12/31/2024 MONTHLY LEXIS/NEXIS - ACCURINT	1223200	General Administration	N
	10007 LEXISNEXIS RISK SOLUTIONS			150.00	12/01/2024 12/31/2024 2 Transactions			
35	05-121-000-0000-6850			50.00	01/01/2025 01/01/2025 NACVSO MEMBERSHIP DUES	9006-BROWN BRYA	Op Enhancement Grant Expense	N
	5302 NACVSO			50.00	1 Transactions			
36	05-430-700-0128-6335	AP	4	230.72	11/13/2024 12/19/2024 TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
	9473 Peterson/Julia			230.72	1 Transactions			
	16120 PITNEY BOWES GLOBAL FINANCIAL SERV							
37	05-420-600-0000-6401	AP	4	154.67	10/31/2024 01/30/2025 POSTAGE METER LEASE	3106968633	General Supplies	N
37	05-430-700-0000-6401	AP	4	318.42	10/31/2024 01/30/2025 POSTAGE METER LEASE	3106968633	General Supplies	N
37	05-451-430-0000-6401	AP	4	436.69	10/31/2024 01/30/2025 POSTAGE METER LEASE	3106968633	General Supplies	N
	16120 PITNEY BOWES GLOBAL FINANCIAL SERV			909.78	3 Transactions			
38	05-460-305-0000-6851			548.00	01/01/2025 01/01/2025 6' ECONOMY THROW	15786	HP Grant Expenditures	Y
	56381 PRISM DESIGN AND EMBROIDERY			548.00	1 Transactions			
39	05-430-700-0134-6335	AP	4	5.04	12/26/2024 12/31/2024 TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
40	05-430-700-0137-6335	AP	4	11.76	12/26/2024 12/31/2024 TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
	7558 SWENSON/MICHELLE			16.80	2 Transactions			
41	05-420-600-0132-6335	AP	4	43.20	12/03/2024 12/31/2024 TRAVEL EXPENSE-MILEAGE		Accounting Travel	N
41	05-430-700-0132-6335	AP	4	69.68	TRAVEL EXPENSE-MILEAGE		Accounting Travel	N

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Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

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Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
41	05-451-430-0000-6335	AP	4	26.48	12/03/2024 TRAVEL EXPENSE-MILEAGE	12/31/2024	Worker Travel	N
	8820 WEIDENDORF/PEGI			139.36	12/03/2024 3 Transactions			
	8918 WILKINSON/LEIGH							
42	05-430-700-0134-6335	AP	4	20.74	12/09/2024 TRAVEL EXPENSE-MILEAGE	12/19/2024	DD Worker Travel	N
43	05-430-700-0137-6335	AP	4	48.40	12/09/2024 TRAVEL EXPENSE-MILEAGE	12/19/2024	Adult Services Travel	N
	8918 WILKINSON/LEIGH			69.14	12/09/2024 2 Transactions			
5 Fund Total:				11,437.96	Health And Human Services		30 Vendors	61 Transactions
Final Total:				11,437.96	30 Vendors		61 Transactions	

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	5	11,437.96	Health And Human Services	
	All Funds	11,437.96	Total	Approved by, ...
				
				

Chisago County Request for Board Action

Meeting Date: January 15, 2025	Item Number: 8
Title of Item for Consideration: Credit Card Request – Nichole Stein, Jail Administration Assistant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: This card will be used to pay for jail and office supplies of the of the Chisago County Jail Administration. This card is a replacement for a retiring position. Credit Card Request Form – Nichole Stein \$1,000.00	
Action Requested/Recommended: The County Board is respectfully requested to approve credit card for Nichole Stein of the Chisago County Sheriff's Office Jail Administration. The following motion is suggested: <i>“Move to approve a credit card for Nichole Stein of the Chisago County Sheriff's Office Jail Administration.”</i>	
Implications of Action: Board approval at tonight's meeting will allow the County Auditor Office to request a credit card for Nichole Stein of the Chisago County Sheriff's Office Jail Administration. 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 _____

**COUNTY OF CHISAGO
REQUEST FOR COUNTY ISSUED CREDIT CARD**

TO: COUNTY AUDITOR

FROM: Jonathan Gray Name (Dept Head)
Chisago County jail Department

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

☐ Commissioner \$1,500
☐ Department Head \$5,000
☒ Employee \$1,000

Department Head Portion:

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

Employee Full Name (print): Nichole Cheree Stein

Title & Department: Jail Administrative Assistant/Accountant

Employee Sample Signature: _____

Reason why credit card is needed: Purchasing jail and office supplies
New position / repl for
retirement.

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

Use of County Issued Credit Card:

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

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

Signature of Department Head

Date

Chisago County Issued Credit Card Policy-- Exhibit A

Page 1 of 2

Employee Portion:

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

Nichole Stein
Signature of Employee

JAN 2, 2025
Date

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

Submissions to Board will be done by the Auditor/Treasurer's Office **only**

County Auditor Portion:

Received request on 1/6/25
Date

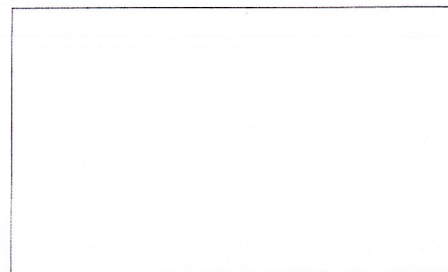
Amy Lombardo
Chisago County Auditor *deputy*

1/7/25
Date

Presented to the Chisago County Board on _____
Date

Action taken by Chisago County Board on _____
Date

- ☐ Approved as requested
☐ Denied
☐ Other



Board Approval Stamp

Employee Portion:

I acknowledge receipt of credit card bearing number _____

Employee Signature

Date



Chisago County
Department of Environmental Services

TAB 9

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: January 8, 2025
Re: **January 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 or upcoming public hearing or file documents in advance of your January 15th meeting.

Action Items:

1. Receive Directors Report
2. Schulte Farm Final Plat
3. Engineering and Design for Weir Repair Phase-3 (LID)

Informational Item(s):

Board of Adjustment and Appeals:

The regularly scheduled Board of Adjustment meeting scheduled for January 30th has been cancelled due to lack of action items necessitating a public hearing. The next scheduled regular meeting is February 27th.

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, February 6th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday February 5th 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 Joshua Fields is requesting an After-the-Fact Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property. The proposed business, known as Fields Contracting, will offer excavation services. The 25.93± acre subject site (combination of two parcels) is zoned Agricultural (AG) District and located at 45134 John Avenue in Sunrise Township, S14+23, T36, R21 (PIDs 09.00545.00 and 09.00567.00).
2. Property owners Craig & Patti Peltier are requesting approval of the Preliminary Plat of



Chisago County Department of Environmental Services

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

Peltier Estates involving the creation of two lots from a 45.8± acre tract of land. The subject site is zoned Agricultural (AG) District and generally located south of Furuby Road / CSAH 20 and west of Park Trail / CSAH 12 in Chisago Lake Township, S14, T34, R20 (PID 02.00557.00).

- Property owners Steven Olson & Ann Byers and Gary & LaDonna Olson are requesting approval of the Preliminary Plat of Amador Meadows involving the creation of two lots from a 26.8± acre tract of land. The subject site is zoned Agricultural (AG) District and generally located approximately one-tenth of a mile north of 392nd Street on the east of Oriole Avenue / CR 70 in Amador Township, S14, T35, R20 (PID 01.00266.50).

General Department Informational Item(s):

The Department is currently undergoing carpet installation and renovation activities and is grateful for the ARPA funded replacement of carpet that dates to the original construction of the 1987 building. We are also conducting minor workspace alignment adjustments to help optimize operations and employee experience. Space for the whole Dept. continues to be at a premium and it would be ideal if we can someday all be within the same general work area (Parks, Water Resources, and LID are all in separate floor and office areas from the primary main floor department location)

The online “Tyler Enterprise Permitting” software development process is near complete with the objective of “Go Live” implementation to occur in February. Office Manager Diane Sander and staff have done a tremendous job with this extensive software development and business practices project, and we look forward to the transition in service model that will benefit our city clients and especially the contractors and public. The inspections/inspector experience and process will benefit tremendously too with the remotely accessible electronic business processing and communications capabilities.

With adoption of the new Zoning, Subdivision, and Shoreland Ordinances now in full force and effect, staff has generated and will be permanently maintaining the attached **Ordinance Issue Identification & Policy Tracking Matrix**. We hope to see the Matrix utilized as an effective short and long-term tool identifying and resolving land use ordinance issues and topics of interest and concern. Three areas of interest are already noted on the Matrix, two of which have been directed by the Board.

CHISAGO COUNTY ZONING ORDINANCE: ISSUE IDENTIFICATION & POLICY CHANGE TRACKING MATRIX

January 7, 2025

No.	ISSUE TOPIC / SUMMARY	DATE IDENTIFIED	SECTION LOCATION(s)	PAGE(s)	ISSUE NARRATIVE / DETAIL	ALTERNATIVES / SOLUTIONS	COMMISSION / BOARD CONSENSUS & DIRECTION	CONSENSUS DATE	ACTION PRIORITY High / Annual Update / Other
1	Rural Tourism - Wedding/Gathering Venues	12/18/2024	5.06 4.17	119 104	Improve code treatement of Rural Retail Tourism busineses - wedding/gathering venues. Review recent wedding venue proposal on 260th for issues discussion.	Expand and detail wedding/gathering venue perfomrance standards within the code	County Board Directed	12/18/2024	High
2	Major Home Occupation - Horse Equine	1/3/2025	5.06 B & C 4.04 3	118 66 9	Proposed by Commissioner Whitney. Horse-Equine Businesses are better suited as Permitted Agricultural Use rather than a Major Home Occupation. An equine facility whether it’s amateur or professional and whether its focus is on training, breeding, showing, sales or boarding of equine animals is an agricultural business which should meet agricultural standards NOT Major Home Occupation standards.	Ref. Commissioner Whitney research/reccomendation paper dated 1/02/2025			Other - Commissoner Whitney does not want this issue to interrupt other high priority issues.
3	Zoning Map Amendment - RR Districts Consolidation &	1/7/2025	5.02	116	As a part of the recent comprehensive update of the Chisago County Zoning Ordinance, the Rural Residential Zoning Districts (RRI and RRII) were consolidated into one single Rural Residential (RR) District; and "Urban Fringe" residential terminology is used in place of "Urban Residential".	Amend the zoning map to reflect consolidated RR District and change the map legend to reflect Urban Residential as Urban Fringe Residential.	Board Directed Public Hearing	1/7/2025	High

Chisago County Request For Board Action

Meeting Date: January 15, 2025	Item Number: 10
Title of Item for Consideration: Schulte Farm Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Preliminary Plat of Schulte Farm was approved by the Chisago County Board on January 17, 2024.	
Background: Property owners Theodore Schulte & Teresa Schulte and applicant Sarah Sharkshnas are requesting Final Plat approval of Schulte Farm. The subject 20-acre property is proposed to be divided as two lots. The property is generally located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships, (PID # 04.00370.00 & 02.00101.20). Staff has reviewed the Final Plat as presented and finds it to be consistent with that of the approved Preliminary Plat. The County Attorney's office has reviewed development related title evidence and finds it to be satisfactory. A resolution of the Board of Commissioners consistent with approval of the Final Plat is presented for Board consideration. Attachments: • Draft Resolution of Approval • Final Plat (Full signature copy provided at meeting)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the approval of the Shulte Farm Final Plat. The following motion is recommended: <i>“Move to Approve Resolution No. 25/0115-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Schulte Farm generally located at Olinda Trail / CSAH 25 and south of Chisago Boulevard in Franconia and Chisago Lake Townships, (PID # 04.00370.00 & 02.00101.20)”</i>	
Implications of Action – Recommended Board action grants approval of the Schulte	

Farm Final Plat as presented.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.

Administrator's Recommendation

Approve CEB

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 25/0115- _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF SCHULTE FARM

WHEREAS, property owners Theodore Schulte & Teresa Schulte and applicant Sarah Sharkshnas submitted a request for the Final Plat of Schulte Farm on January 2, 2025; and

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

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

WHEREAS, the subject site is legally described as:

PID 04.00370.00

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

AND

PID 02.00101.20

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

AND

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

WHEREAS, the Preliminary Plat of Schulte Farm was recommended for approval by the Planning Commission on January 4, 2024 and approved by the Board of Commissioners on January 17, 2024; and

WHEREAS, the Final Plat submitted on January 2, 2025 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, as required pursuant to the Chisago County Subdivision Ordinance, the County Board of Commissioners has received the opinion of the County Attorney's Office, as found in this resolution, as to whether, based upon satisfactory title evidence, fee simple title is in the name of the subdividers; and

WHEREAS, the County Attorney's Office has reviewed the owner's title policy that the County has received relative to the application of the Final Plat of Schulte Farm, and based upon review of the owner's title policy, the application for the Final Plat of Schulte Farm and the Preliminary Plat of Schulte Farm, it is the opinion of the County Attorney's Office that the owner's title policy submitted in support of the Final Plat of Schulte Farm satisfactorily demonstrates that the fee simple title to the property sought to be dedicated into the proposed plat is in the name of the Theodore P. Schulte and Teresa L. Schulte, joint tenants, the owners on whose behalf the application has been submitted.

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

1. The Final Plat of Schulte Farm is approved as submitted on January 2, 2025. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. Lot 1, Block 1, Schulte Farm includes 3.00± acres of land identified as PID 02.00101.20 and 12.00± acres of land identified as PID 04.00370.00. Upon Final Plat approval, these two tracts of land will be considered one for building and zoning purposes and they may not be sold or developed as individual tracts of land until and unless Lot 1 is replatted or subdivided in a manner which complies with the County's subdivision regulations in effect at the time of said replat or subdivision.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: January 15, 2025



Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: January 15, 2025	Item Number: 11
Title of Item for Consideration: Engineering and Design for Weir Repair (LID)	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning -on behalf of the Chisago Lakes Lake Improvement District (CLLID)
Previous Action on this Matter: The County Board approved \$175,000 of ARPA funding for the Chisago Lakes Lake Improvement District (CLLID), Lofton and Lake Ellen weir repair project, at the January 10, 2024 Budget and Finance meeting.	
Background: In September of 2023, the Chisago Lakes Lake Improvement District (CLLID) hired Collins Engineers Inc. to perform a structural inspection of the Lofton and Lake Ellen weirs. The inspection discovered significant deterioration of the superstructure of the weirs, as documented in the structural inspection report. Repairs were recommended to be made within three years to maintaining the function and structural integrity of the weirs. In January 2024, the CLLID solicited quotes for engineering services to design the repairs and interviewed several firms. Through these interviews, it was determined that a feasibility study needed to be conducted to determine if the weirs could be repaired or replaced. At the March 4, 2024, board meeting, the CLLID voted to approve the Phase-1 Feasibility Study from Collins Engineers Inc. (not to exceed \$17,000) to examine the options of repairing OR replacing the weirs and provide a decision point on how best to proceed. Following a successful Phase-1, The CLLID also progressed to implement engineering and design components of Phase-2, not to exceed \$40,000. Following the completion of the feasibility study in Phase-1, and the engineering and design in Phase-2, the CLLID voted to proceed with weir repair Phase-3 on December 2, 2024. The proposal for Phase – 3 consists of Contractor Bid Assistance and Construction Administration Services – Scope, Schedule, and Fee, as outlined on the attached quote from Collins Engineers Inc., not to exceed \$33,000. Attachment(s): • November 1, 2024, – Proposal for Phase-3, Collins Engineers Inc. • January 7, 2025, PSA Collins Engineers Inc.	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving Phase-3, of the attached quote from Collins Engineers Inc. The suggested motion to approve this action is as follows:

“Move to Approve Phase-3 of the Proposal by and between Chisago County and Collins Engineers Inc. in support of the Chisago Lakes Lake Improvement District Weir Repair project as presented.”

Implications of Action: Recommended Board action to approve contract with Collins Engineers Inc. would allow the weir repair project to continue.

Budget/Financial Implications: The CLLID will be utilizing the ARPA funds that were approved at the January 10, 2024, Budget and Finance meeting. When dedicated ARPA funds are expended, the CLLID will likely move to the utilization of reserve funds. Use of CLLID reserve funds will be consistent with the policy to maintain approximately 50% reserve carryover of the CLLID budget, according to recommendations of the State of Minnesota Office of the State Auditor “Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.

Administrator’s Recommendation

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



November 1, 2024 –PHASE 3 SCHEDULE AND FEE

Benjamin Elfelt
Chisago Lakes Improvement District (LID)

RE: Request for Quote – Repair of the Lofton Avenue and Lake Ellen Weirs – Phased Services

Dear Mr. Elfelt:

We appreciate the continued opportunity to provide a quote regarding the engineering and design of the Lofton Avenue and Lake Ellen Weir repairs.

As part of our three-phase project approach consisting of Phase 1: Feasibility Study, Phase 2: Bid Ready Design and Plan Set Production, and Phase 3: Contractor Bid Assistance and Construction Administration Services, Collins is proposing to provide construction engineering services toward the completed construction of the steel frame and steel rehabilitation. For the purpose of this proposal document, we will provide the cost estimate to complete Phase 3: Contractor Bid Assistance and Construction Administration Services. It is anticipated that the cost estimate for Phase 3 services as defined in the fee structure section is not additional to the original cost estimate, and at a maximum, the Phase services fee estimate would be the original cost estimate less the Phase 1 and 2 estimate.

PROJECT SCOPING AND TIMELINE SUMMARY – PHASE 3

The three phases of the project and their statuses are as shown below:

Phase 1: Feasibility Study – COMPLETED

Phase 2: Bid-Ready Design and Plan Set Production – COMPLETED October 2024

Phase 3: Contractor Bid Assistance and Construction Administration Services – ONGOING

Phase 3 - Contractor Bid Assistance and Construction Administration Services – Scope, Schedule, and Fee

The scope of Phase 3 will include engineering services necessary to aid the Chisago LID in the solicitation and selection of contractors based on submitted proposals. Collins has already begun assisting the Chisago LID with bid advertisement, pre-bid onsite meeting with contractors, and answered questions after the onsite meeting. Phase 3 will also include any bid review of submittals by November 4th, 2024, public meetings, and bid package review.

Phase 3 professional services may also include construction engineering services such as inspection, contractor coordination, request for information response, creation of final as-built drawings, and construction engineering/inspection. It is not anticipated that any changes to the design plans would occur in Phase 3, however, if the contractor develops a value engineering concept to the Chisago LID, engineering services would be required to review and approve the proposed design.

The Contract has a flexible start date, but all work must be completed by November 28th, 2025. Items that may affect the schedule of Phase 3 include bid opening results, the appropriation of funds, approval from the Chisago LID board, and construction schedule. If a staged construction is necessary to complete weir

rehabilitation or replacement due to funding availability, construction schedule, or other reasons, professional services would be provided as necessary throughout the construction phase.

We are proposing the below fee for the Phase 3 activities:

1. Contractor Bid Assistance; \$5,400.00
2. Request for Information (RFI) Responses; \$5,700.00
3. Construction Inspection/Contractor Coordination; \$17,600.00
4. Creation of Final As-Built Drawings; \$4,300.00

Phase 3 Timeline: Approximately November 1, 2024 – December 31, 2025

Phase 3 Total Fee Estimate: \$33,000.00

Explanation of tasks under each activity are outlined below:

1. Contractor Bid Assistance (est. 32 hours)
 - a. Attend/organize pre-bid onsite meeting with contractors.
 - b. Answer question from contractors prior to bid submittal.
 - c. Attend meetings as requested by the LID.
 - d. Assist in reviewing bid proposal packages and recommendations for selection.
2. Request for Information (RFI) Responses (est. 35 hours)
 - a. Answering requests for information from the selected contractor.
 - b. Accessing value engineering options put forth by the Contractor.
 - c. Incorporating quality engineering solutions into construction plans, if necessary. †
† Collins is devoted to providing quality services to give the best engineering value possible. Should a quality engineering solution be identified during the construction process that would require plan revisions, a change in scope of services would need to be made.
3. Construction Inspection/Contractor Coordination (est. 110 hours)
 - a. Provide onsite construction inspection services throughout the year.
 - b. Attend meetings with contractor and Owners, as needed.
 - c. Provide updates to Chisago LID during construction.
4. Creation of Final As-Built Drawings (est. 26 hours)
 - a. Gather as-built data during construction in prepare as-built plans for the Owners.
 - b. As-built drawing to be provided to Owners within 30 days after end of construction.

Collins is excited for the opportunity to continue serving the Chisago Lakes Lake Improvement District. Please do not hesitate to contact me at (651) 204-9101 or mparker@collinsengr.com with any questions or clarifications.

Sincerely,

COLLINS ENGINEERS, INC.



Marc B. Parker, P.E.
Regional Manager
P.E. License # 55846

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, on behalf of the Chisago County Lake Improvement District, all together referred to herein as “County”, and, Collins Engineers, Inc., 550 West Jackson Blvd., Suite 1200, Chicago, IL 60661, an independent contractor, not an employee of the County of Chisago, referred to herein as “CONTRACTOR.

WHEREAS, Chisago Lakes Lake Improvement District (LID) is an organized lake improvement district, established by resolution of the Chisago County Board of Commissioners in April 1976 and reactivated by resolution of the Chisago County Board of Commissioner in August 1984 pursuant to Minnesota Statutes 103B.501 – 103B.581, and re-established by findings of fact, conclusions of law and order in September 2015; and

WHEREAS, pursuant to Minnesota Statutes, section 103B.555, the County is authorized to undertake projects of improvement consistent with purposes of the LID and to enter into contracts for the purchase of services as necessary to carry out such projects; and

WHEREAS, pursuant to County Board authorization and approval, the LID has previously engaged the services of CONTRACTOR for the engineering and design of the repair and rehabilitation the Lofton Avenue and Lake Ellen weirs and the County has let the construction contract for the repair and rehabilitation to Peterson Companies, Inc.; and

WHEREAS, the LID has sought proposals for construction administration and management services to provide technical oversight of the Lofton Avenue and Lake Ellen weirs repair and rehabilitation project; and the County has received a proposal from CONTRACTOR to provide such construction administration and management services; and

WHEREAS, CONTRACTOR’s proposal for construction administration and management services is the most advantageous proposal for the Lofton Avenue and Lake Ellen weirs project.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on January 16, 2025, or the date in which the contract has been signed by the County, which ever is later, and the term of the contract shall commence on said date and expire on December 31, 2025, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the County has issued and the CONTRACTOR has received notification to begin work.
- II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Project Scoping, Timing Summary, and Fees document, which is attached hereto and incorporated herein as **Attachment A**. The terms and conditions of the Professional & Technical Services Contract shall prevail over those terms set forth in **Attachment A** to the extent that the terms set forth in

Attachment A conflict with the terms and conditions of the Profession & Technical Services Contract and it is the intent of the parties that this Agreement is construed to that effect.

- III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those services required of the CONTRACTOR as described in this Agreement and **Attachment A** and CONTRACTOR shall perform such obligations consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar circumstances.
- IV. **COUNTY'S DUTIES.** The County shall perform the obligations required of County described in this this Professional & Technical Services Contract and **Attachment A**.

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

- A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Thirty-three Thousand and No/100 Dollars (\$33,000.00) as provided in **Attachment A**. Said contract sum shall be allocated across activities described in Attachment A as Phase 3 activities and paid according to such allocation.

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, but in no event more than thirty (30) days after County's receipt of CONTRACTOR's invoice. 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 applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

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

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

Name: Benjamin Elfelt
CLLID Administrator
Address: 313 North Main Street, Suite 240, Center City, MN 55012
Telephone: (651) 213-8383
E-Mail: Benjamin.Eifelt@chisagocountymn.gov

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

Name: James Hamelka, VP
Company: Collins Engineers, Inc.
Address: 550 West Jackson Blvd., Suite 1200, Chicago, IL 60661
Telephone: 312.236.5117
E-Mail: jhamelka@collinsengr.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, plus reasonable costs associated with termination.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT AND SUBCONTRACTING.**

The CONTRACTOR shall neither assign or subtract any of its rights, duties and responsibilities of this this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. In the event of a subcontract, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

IX. INSURANCE.

- A. At its sole expense, CONTRACTOR will maintain in force and effect the insurance coverages, both as to types of coverage and minimum limits, as
- i. Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.
 - ii. Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.
 - iii. Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.
 - iv. Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.
 - v. Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.
- B. CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages upon execution of this Agreement and Contractor shall name the County as an additional insured on all coverages with exception of Worker's Compensation insurance and Professional Liability insurance.

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

XI. MINNESOTA STATUTE §181.59.

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to

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

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

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

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

Electronic documents may be unintentionally altered; are for informational purposes only and not intended as an end product. The CONTRACTOR makes no warranties regarding fitness or suitability; and the County will defend and indemnify the CONTRACTOR for claims relating to unauthorized reuse or alteration.

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

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

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

- XIV. **ANTITRUST**. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the applicable laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVII. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

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

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

APPROVED:

1. CONTRACTOR – Collins Engineers, Inc.

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

By:
Title: Executive Vice President
Date:

2. COUNTY OF CHISAGO

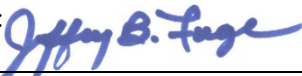
APPROVED:

By:
Dan Dahlberg, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:
JANET REITER, COUNTY ATTORNEY

By: 
Jeffrey B. Fuge, Assistant County Attorney
Date: January 9, 2025

Chisago County Request For Board Action

Meeting Date: January 15, 2025	Item Number: 12
Title of Item for Consideration: Staffing proposal of Health Cannabis and Substance Use Prevention Grant (CSUP)	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: The Chisago County Community Health Board was awarded a grant to be used in partnership with the State to address the areas of public health responsibility and essential public health services defined in MN Statute 144.197 subd. 4, MDH is empowered to award grants to local public health departments to create prevention and education programs focusing on cannabis and substance use prevention. A request is being made for 1 full time contractor for the first year of the grant implementation to allow for evaluations of the grant duties and staffing capacity, Public health anticipates ongoing annual funding for this work, it will also allow for further evaluation of grant sustainability, allocations, and ensure statutory obligations are met. The contract arrangement would be 1 Full time employee (2080hrs), Hourly Salary at \$40.00, not to exceed \$86,000. Attachment(s): Staffing proposal of Health Cannabis and Substance Use Prevention Grant (CSUP)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Staffing proposal of Health Cannabis and Substance use prevention grant (CSUP). The suggested motion is as follows: <i>“Move to approve the Staffing proposal of Health Cannabis and Substance Use Prevention Grant (CSUP).”</i>	

Implications of Action: Approval will allow Chisago County Health & Human Services, Public Health Division, to have on staff a full time employee to create prevention, education, and recovery programs focusing on substance misuse prevention and treatment options specific to cannabis related initiatives and other substances.

Budget/Financial Implications: State grant award dollars from OSHII-Cannabis and Substant use prevention (CSUP) Grant.

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 <u> </u>	Other <u> </u>
Motion By:		Seconded by:
To:		
Action on Motion:	Aye <u> </u>	Nay <u> </u>
Abstain <u> </u>		

Staffing Proposal for Public Health

1/10/25

In accordance with MN statute 144.197, Chisago County has been given a grant to create prevention, education, and recovery programs focusing on substance misuse prevention and treatment options. The programs must include specific cannabis-related initiatives, but efforts can target other substances as well.

New Funding:

OSHII-Cannabis and Substance Use Prevention (CSUP) Grant – State funds 101, 858

Grant Project Agreement # 260453

Grant Executed: 1/2/25

Staffing Proposal

Request for 1 full time contractor for first year of grant implementation. This allows for further evaluation of grant duties and staffing capacity. While Public Health anticipates ongoing annual funding for this work, it allows for further evaluation of grant sustainability and allocation(s) yet ensuring grant and statutory obligations are met.

Contract arrangements would include work hours similar to 1 FTE (2080hrs)

Hourly Salary: \$40.00

Not to exceed: \$86,000

Attachments(s):

- powerpoint

Chisago County Request for Board Action

Meeting Date: January 15, 2025		Item Number: 13
Title of Item for Consideration: Out of State Travel Request – 2025 Preparedness Summit		
Action Requested by: Robert Benson, Director	Department: Health & Human Services	
Previous Action on this Matter: None.		
Background: The Preparedness Summit is a place to gain knowledge, resources, and relationships necessary to prepare for and respond to public health emergencies. There will be more than 2,500 attendees, they all work at different levels of the government (federal, State, and local), emergency management, volunteer organizations, healthcare coalitions, and academia so that best practices can be shared, partnerships can be built, skillsets will be advanced, and innovative strategies and solutions will be taken away so that vulnerabilities in health security systems can be addressed. Attachment(s): Out of State Travel to Texas for Courtney W. and Madelyn W.		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Courtney Wehrenberg, and Madelyn Willaert to travel to Texas to attend the 2025 Preparedness Summit. The following motion is suggested: “Move to approve the Out-of-State Travel Request for Courtney W. and Madelyn W. to travel to Texas to attend the 2025 Preparedness Summit.”		
Implications of Action: Approval of this agreement will give Courtney and Madelyn the knowledge, resources, and relationships necessary to prepare for and respond to public health emergencies. Budget/Financial Implications: Funds for this out of state travel will come from a grant and stipend from Public Health. Legal/Policy Implications: The Proposed activities are in compliance with all		

applicable state and federal regulations and County policies and procedures.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

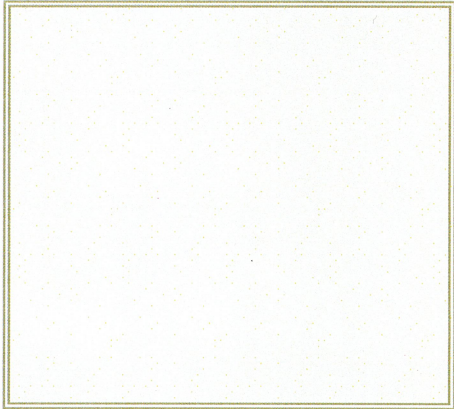
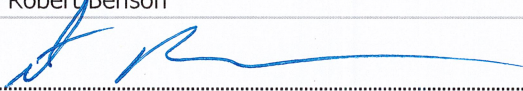
Action on Motion:

Aye _____

Nay _____

Abstain _____

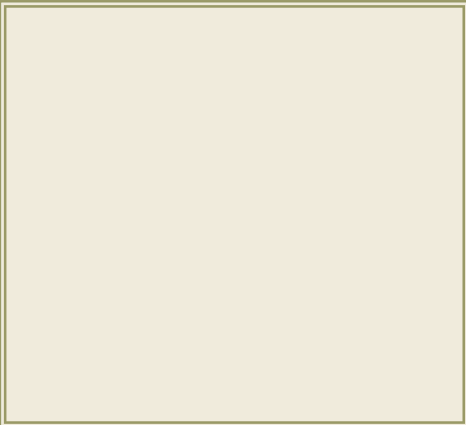
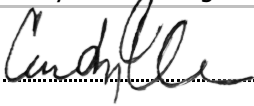
Chisago County Out-of-State Travel Request

Date Submitted	1/6/2025		
Employee Name	Courtney Wehrenberg		
Department	HHS-Public Health		
Destination	San Antonio, TX		
Purpose of Travel	National Preparedness Summit		
Departure Date	4/28/2025		
Return Date	5/2/2025		
Total Travel Expenses	2,685 covered in full by grant		
Supervisor Name (PRINT)	Robert Benson		
Supervisor's Signature		Date Approved	1-7-2025
County Board Signature		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$559.00
Ground Transportation			1	\$130.00
Conference/Registration Fees			1	\$850.00
Lodging			1	\$1,000.00
Meals			1	\$146.00
Mileage			1	\$0.00
Grand Total				\$2,685.00

Chisago County Out-of-State Travel Request

Date Submitted	1/6/2025		
Employee Name	Madelyn Willaert		
Department	HHS-Public Health		
Destination	San Antonio, TX		
Purpose of Travel	National Preparedness Summit		
Departure Date	4/28/2025		
Return Date	5/2/2025		
Total Travel Expenses	2,685 covered in full by stipend		
Supervisor Name (PRINT)	Courtney Wehrenberg		
Supervisor's Signature		Date Approved	1-6-25
County Board Signature		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$559.00
Ground Transportation			1	\$130.00
Conference/Registration Fees			1	\$850.00
Lodging			1	\$1,000.00
Meals			1	\$146.00
Mileage			1	\$0.00
Grand Total				\$2,685.00

Chisago County Request For Board Action

Meeting Date: January 15, 2025	Item Number. 14
Title of Item for Consideration: Purchase of Service Agreement – Resource Training and Solutions	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Purchase agreement January 2023 – December 2024.	
Background: Resource and Training Solutions provides guardianship/conservatorship services to eligible clients who require assistance with decision making that is in the individual's best interest. These services will aide in the prevention of abuse, exploitation or self-neglect by advocating for the individual in regards to decisions regarding where to reside, personal, medical and financial affairs. Be advised guardian/conservators are expected to be utilized in unique situations whereby case management service, care teams, or supportive others are not available, and there is a service outcome desired. In many cases the Department expects to enact a collection action concurrent to the purchase of guardian /conservator services on behalf of the data subject. This contract is for casework originating in the Health and Human Services Department only. Attachment(s): • Purchase of Service Agreement between Resource and Training solutions and Chisago County through December 31st 2027.	
Action Requested/Recommended: The County Board is respectfully requested to approve the Purchase of Service Agreement between Resource and Training Solutions and Chisago County. The following motion is suggested: <i>“Move to approve the Purchase of Service Agreement between Resource and Training solutions and Chisago County.”</i>	

Implications of Action: Approval will allow Chisago County Health & Human Services to obtain guardianship/conservatorship services for eligible clients from Resource and Training Solutions.

Budget/Financial Implications: Budgeted, levy dollars

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

Administrator's Recommendation

Approve CEB _____

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

PURCHASE OF SERVICES AGREEMENT

This Purchase of Services Agreement (hereinafter “Agreement”) is entered into this 6th day of November, 2024 (“Effective Date”), by and between the County of Chisago, through its Health and Human Services Department, located at 313 N Main St Room 230, Center City, MN 55012 (“County”) and Resource Training and Solutions, a Minnesota Cooperative located at 137 23rd Street South, Suite #201, Sartell, Minnesota, 56377 (“Provider”).

RECITALS

WHEREAS, the County has identified persons who may be candidates for private guardianship or conservatorship; and

WHEREAS, the Provider is willing and able to provide guardianship services and conservatorship services to vulnerable adults in accordance with Minnesota law; and

WHEREAS, Minnesota law allows counties to hire third parties for the performance of such services and for the reimbursement of such services; and

WHEREAS, pursuant to Minnesota law the County wished to purchase such services from Provider.

NOW, THEREFORE, in consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Services. Provider agrees to perform the “Services” as set forth in Exhibit A, which is attached hereto and incorporated herein, upon behalf of the County, during the Term (as defined below) of this Agreement.
2. Cost and Delivery of Services. The County shall pay to Provider Two Hundred Forty-Three Dollars and Twenty-Two Cents (\$243.22) per month per client for whom Services are performed hereunder during the first year (2025) of the Term with an inflationary increase of the greater of 2.5% or annual CPI for calendar years. In addition, the County shall reimburse Provider for all reasonable costs incurred in providing the Services, including but not limited to mileage reimbursement.

Provider shall provide the Services in the community or home of the client, at the Provider’s office, or in a secure virtual setting, as is necessary.

In the event the client is in need of additional care that is not part of the Services, then in such event Provider and County shall work together in good faith to determine what that additional care is needed and the compensation owed to Provider for performing such additional care.

3. Term. The term of this Agreement shall be from January 1, 2025, through December 31, 2027 ("Term"). Either party may terminate this Agreement as set forth herein. Any termination prior to the end of the Term shall not relieve the County from paying to the Provider all monies due and owing under this Agreement.
4. Payment for Services Provided. The Provider shall invoice the County for the Services provided hereunder, and the County shall pay unto the Provider the amounts invoiced no later than Thirty (30) days after receipt of said invoice.
5. Eligibility of Clients for Services. The County shall be wholly responsible for determining the eligibility of Services for any client hereunder. The County shall then notify the Provider of any client that is eligible for Services.
6. Records. Provider shall keep and maintain all reasonably necessary records and documentation to perform the Services hereunder. This includes, but is not limited to, maintaining all records as may be required by the Minnesota Department of Human Services or any other proper regulating authority.

Additionally, Provider agrees to comply with any relevant and legally binding monitoring requirements of the Minnesota Department of Human Services or any other proper regulating authority. Provider agrees to reasonably work with the County in ensuring compliance with these provisions.

7. Licenses; Standards. Provider shall ensure that all of its employees performing Services under this Agreement shall have the requisite professional and personal credentials, including possessing a valid driver's license. Provider shall reasonably conduct background checks and other similar research to ensure that none of the employees performing Services under this Agreement are doing so in violation of any state or federal law.
8. Safekeeping of Client Information. Provider acknowledges that in the performance of the Services hereunder, Provider shall be provided with or otherwise obtain information or data regarding each client that may include sensitive medical, financial, or other similar information. Provider agrees to treat such information and data as confidential, and agrees to comply with any state or federal law regarding the handling of such information.
9. Conflict of Interest. Provider agrees that it shall not contract for or otherwise perform any work or provide any services to any individual, business, partnership, corporation, limited liability company, government, government unit, or any other entity or person that would create a conflict of interest in the performance of the Services under this Agreement.
10. Compliance with State and Federal Law. In addition to what is set forth otherwise in this Agreement, both parties agree to comply with any and all state and federal laws in the performance of this Agreement, including but not limited to Title VII of the Civil Rights

Act of 1964, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Minnesota Human Rights Act, the United States Constitution, the Minnesota Constitution, Minnesota common law, relevant federal common law, and all other applicable state, county and local ordinances, statutes and regulations, as applicable.

11. Insurance. Provider shall procure and maintain reasonably adequate insurance policies for the performance of Services as set forth herein.

12. Miscellaneous.

- a. Modification. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. No modification of this Agreement shall be effective unless set forth in writing and executed by the parties.
- b. Severability. The unenforceability or invalidity of any provision of this Agreement shall not render any other provision contained herein unenforceable or invalid.
- c. Termination. This Agreement may be terminated by either party in the event of a material breach of this Agreement by the other party that remains uncured Thirty (30) or more days after written notice of the material breach from the non-breaching party to the breaching party.
- d. Governing Law / Choice of Forum. This Agreement shall be governed by the laws of the State of Minnesota, and the parties further agree that in the event any action is brought against one party by the other party, such action must be brought in the county court where the Provider is headquartered.
- e. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a complete executed Agreement. Facsimile, scanned PDF or other electronic signatures shall be sufficient for all purposes herein.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

CHISAGO COUNTY

By: _____
Its: Health and Human Services Director

RESOURCE TRAINING AND SOLUTIONS

By: _____
Its: _____

Exhibit A

“Services,” as defined in the Agreement, shall include the following:

- The Provider shall fulfill all court related guardianship and/or conservatorship responsibilities and provide all required legal notices to the court and individual for whom they are providing services, including but not limited to: the annual well-being report (guardianship) or annual account of assets (conservatorship) for each client it serves and file it with the court.
- Provider shall conduct “face to face” contact with each client at least every 6 months.
- Provider shall communicate with each client via telephone or electronic communication at least monthly.
- Provider shall return all calls or emails from each client promptly.
- Provider shall assist client to attain needed services to enhance their well-being and life circumstance, including but not limited to securing safe permanent housing, ensure finances are appropriately monitored, ensuring medical needs are addressed, ensuring personal needs are met, and the like.
- Provider shall have a plan in place to respond to emergency needs of the client, such as urgent medical appointments or hospitalizations.
- Provider shall coordinate Limited English Proficiency (LEP) and sign language interpreter services as needed to ensure quality communication.
- Provider shall assist client with timely completion of benefit renewal paperwork.
- Provider shall attend county assessments (MnCHOICES, etc.).
- Provider shall attend team meetings and service planning meetings.
- Provider shall attend all civil and probate court hearings.
- Provider shall provide all required reports and documentation to the Court, including but not limited to all required guardianship and/or conservatorship documents.
- Provider shall reasonably ensure guardianship and conservatorship services will improve the overall quality of life for clients and encourage clients to exercise all rights that are not restricted by court order.
- Provider shall accept referrals from the County up to maximum capacity unless the Provider and the County reasonably agree it would be detrimental for the person being provided services.
- Provider shall document all client contacts in the client’s case file.
- Provider shall review its client roster at least once per quarter to determine if a client is eligible for restoration.
- Provider shall work on a plan for restoration for a client who is eligible.
- Provider shall accurately and timely report all vulnerable adult and child protection concerns.
- Provider shall report the death of an individual served to the State Ombudsman.
- Provider shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.
- Provider shall utilize interpreter services anytime they work with an individual who has demonstrated the need for such services to ensure informed consent and ethical information sharing is maintained.

- Provider shall, unless otherwise specified, secure all fees, charges, duties, certifications, and other requirements necessary for the execution and completion of this Agreement.
- Provider shall have policies and procedures for quality assurance, monitoring, and audit processes in place and be willing and available to respond to any compliance request made by the County.

The Provider must petition the Court and receipt Court approval for any changes to services to a new provider as well as temporary delegation of guardianship power to another guardian during leaves of absence. The Provider agrees to communicate all petitions for changes in status to the County. If the status change is approved, the Provider must ensure new provider has access to all client information and accounts. The Provider will assure that services rendered hereunder are provided in compliance with all state and federal laws pertaining to the provision of guardianship and/or conservatorship services including but not limited to MN Statute 524.5-101 to 524.5-502, MN Statute 626.557, and MN Statute 245.94 Subd. 2 Office of the Ombudsman for Mental Health, Mandatory Reporting.

Chisago County Request for Board Action

Meeting Date: January 15, 2025	Item Number: 15
Title of Item for Consideration: 2025 Citizen Appointments to One Watershed One Plan (1W1P)	
Action Requested by: Board of Commissioners	Department: Admin./Clerk of the Board
Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees by reviewing citizen's application and then appointing eligible applicants to each Board/Committee/Commission.	
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments. One Watershed One Plan 2 At-Large and 2 Alternate – 1/7/2025 – 12/31/2026 – Brenda Green, Gary Schumacher, Mike Mergens Attachments: • Citizen Applications	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissioners for the identified terms. The following motion is suggested to appoint/reappoint each individual: “Move to appoint _____ as a representative on the ; effective January 1st, 2025 thru _____.”	
Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations. Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2025 Budget for the	

identified Boards/Committees/ Commissions.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

One Watershed One Plan (1W1P)

Name:	Brenda Green
City:	Rush City
In which Commissioner District do you reside?	District #5
If you reside in a Township, please list:	Nessel
List experience or skills you have relating to the appointment you are seeking:	Currently in this position
List special or personal interests relating to the appointment you are seeking:	I am in the board of the Rush Lake Improvement Association
Why do you want this appointment?	I am interested in learning more about the watershed and associated projects.

Name:	Gary Schumacher
City:	Lindstrom
In which Commissioner District do you reside?	District #2
If you reside in a Township, please list:	Chisago Township South
List experience or skills you have relating to the appointment you are seeking:	In my working career I was an Engineer/manager I have managed projects, tracking milestones, budgets, etc. Over the last 10 years I have been a Lake Improvement District director and am currently the vice chair. I have been trained and am working with the University of MN as an AIS detector to identify and remove invasive species in our area.
List special or personal interests relating to the appointment you are seeking:	We have lived here for over 25 years and have witnessed improvements in the region and want to help in that process. I have been working with the University of MN and the DNR to identify and remove Invasive Phragmites in our county and am on the Counties Phragmites Committee

Why do you want this appointment?	I feel that my experience and goals fit well with the policy committee for 1W1P and I think that I can make a positive impact there.
Name:	Mike Mergens
City:	Lindstrom
In which Commissioner District do you reside?	District #3
List experience or skills you have relating to the appointment you are seeking:	Current Chisago Lake improvement District Chair past 6 plus years. Current Primary LID representative for 1w1p. Current Vice-President of the Center Lakes Association. I have been very active in helping protect our area water shed and improving water quality and the enjoyment of our area lakes.
List special or personal interests relating to the appointment you are seeking:	As a lake owner I have installed rain gardens on my property and completed a Lake shore restoration over 10 years ago that I continue to maintain. As a member of the Chisago Lake Improvement district I have helped push for projects that help reduce Phosphorous and other pollutants in the water shed. I wish to see additional project to protect the larger watershed and the St. Croix River Valley.
Why do you want this appointment?	I want to continue the work I have been part of for the past several years. The work that the 1w1p has done is quite amazing and I want to continue to be involved in that work.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CHISAGO

TENTH JUDICIAL DISTRICT

In the Matter of the Appointment of a
Examiner of Titles for Chisago County

**ORDER FOR APPOINTMENT OF
EXAMINER OF TITLES**

The matter of the appointment of an Examiner of Titles for Chisago County was brought to the District Court Judges at the request of Rob Collins, the Deputy Examiner of Titles.

The current Examiner of Titles is no longer able to provide these services. As such, Mr. Collins is requesting to be appointed as the Examiner of Titles for Chisago County. The Registrar of Titles, supports the appointment of Mr. Collins as the new Examiner of Titles.

Upon this recommendation, the Court hereby appoints Rob Collins as Examiner of Titles in Chisago County. That for his compensation regarding services provided to the persons and entities requiring the services of the Chisago County Examiner of Titles, Rob Collins is authorized to charge up to \$300.00 per hour to said person or entity, for services provided in initial Torrens Registrations; services in Proceeding Subsequents, Examiner's Directives, and similar matters.

For matters involving advising the Chisago County Registrar of Titles office and approval of Torrens filings relating to marital dissolution transfers; trust transfers; probate transfers and other transfer documents requiring approval, compensation will be at the annual sum of \$10,000.00.

This appointment remains in effect until otherwise directed by this Court.

DATED 1/9/2024

BY THE COURT:

Honorable Bridgid Dowdal

Honorable Jesse Seabrooks II

Honorable Catherine Trevino



AMC 2025 POLICY COMMITTEE & VOTING DELEGATE APPOINTMENTS

2025 AMC POLICY COMMITTEE APPOINTMENTS

*Counties must appoint at least one commissioner or county official to each of the five AMC policy committees.
Individuals may not serve as a voting member on more than one policy committee.*

2025 County Board Chair	
2025 Vice Chair	

Policy Committee	2025 Policy Committee Member
Environment & Natural Resources Policy Committee	
General Government Policy Committee	
Health & Human Services Policy Committee	
Public Safety Policy Committee	
Transportation & Infrastructure Policy Committee	

2025 AMC VOTING DELEGATE APPOINTMENTS

*Please type (or clearly print) the names of your county's appointed AMC Voting Delegates for 2024 in the spaces below.
Voting delegates are permitted to cast votes on behalf of one's county during official AMC meetings/business.*

1		ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS Section 1. Association Delegates Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.
2		
3		
4		
5		
6		
7		
8		

Please enter this information using the [online form linked here](#).
If you have any issues, please contact Matthew Cook via mcook@mncounties.org

Delegation or Local Ordinance

Email sent 11/7/2024

WHEREAS, Minnesota Statutes, section 342.22, requires the unit of local government issuing a retail registration to a cannabis or hemp business to conduct compliance checks of that business; and

WHEREAS, Minnesota Statutes, section 342.13. provides that only the local unit of government unit that issues a cannabis retailer registration may limit the registrations by ordinance; and

WHEREAS, the City/Township of _____ wishes to partner with Chisago County and have the County take on responsibility for the retail registration of cannabis and hemp businesses and conduct compliance checks of those businesses.

NOW, THEREFORE, BE IT RESOLVED by the _____, Minnesota, that the Council does hereby delegates its administrative powers and registration authority relating to the registration of cannabis retailers and hemp businesses to Chisago County.

Cities

North Branch – Limit to 1 – 9/24/2024

Wyoming – Limit to 1 - 9/24/2024

Lindstrom – 12/18/2024

Chisago City

Center City – 12/26/2024

Taylors Falls

Stacy – 12/5/2024

Shafer

Harris – No Limit – 8/2024

Rush City

Townships

Chisago Lakes – 11/19/2024

Franconia

Shafer

Amador

Sunrise

Fish Lake

Nessel – 11/17/2024

Rushseba