



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Suite 160A
Center City, MN 55012-9663

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
VACANT

REGULAR MEETING – Wednesday, March 2, 2022
County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

- 1.) 2021 Annual Report

TAB 1

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

- 2.) Payment of County's Warrants for HHS
- 3.) SHIP Grant Agreement – Lindstrom Community Gardens

TAB 2

TAB 3

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. 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."

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Directors Update
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – SHIP Grant Agmt – Lindstrom Community Gardens
- 4.) Payment of County's Warrants and Miscellaneous Bills
- 5.) Minutes from the February 16, 2022 Regular Meeting
- 6.) Authorization to Proceed with Year-end Transfer of Funds

TAB 1

TAB 2

TAB 3

TAB 4

TAB 5

TAB 6

Other County Business:

- 7.) Set Special Meeting and Public Hearing for Redistricting
- 8.) Out of State Travel Request - AXON Accelerate Conference, Phoenix, AZ – CCSO
- 9.) Tony Zerwas Amador Hilltop Estates Final Plat
- 10.) Aquatic Invasive Species (AIS) Prevention Aid Program
- 11.) RAISE Grant Support Letter – US Highway 8
- 12.) Authorization to Transfer Funds and Annual Carryover of Dedicated Funds

TAB 7

TAB 8

TAB 9

TAB 10

TAB 11

TAB 12

Discussion Items:

- Administrator Updates/March Schedule
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

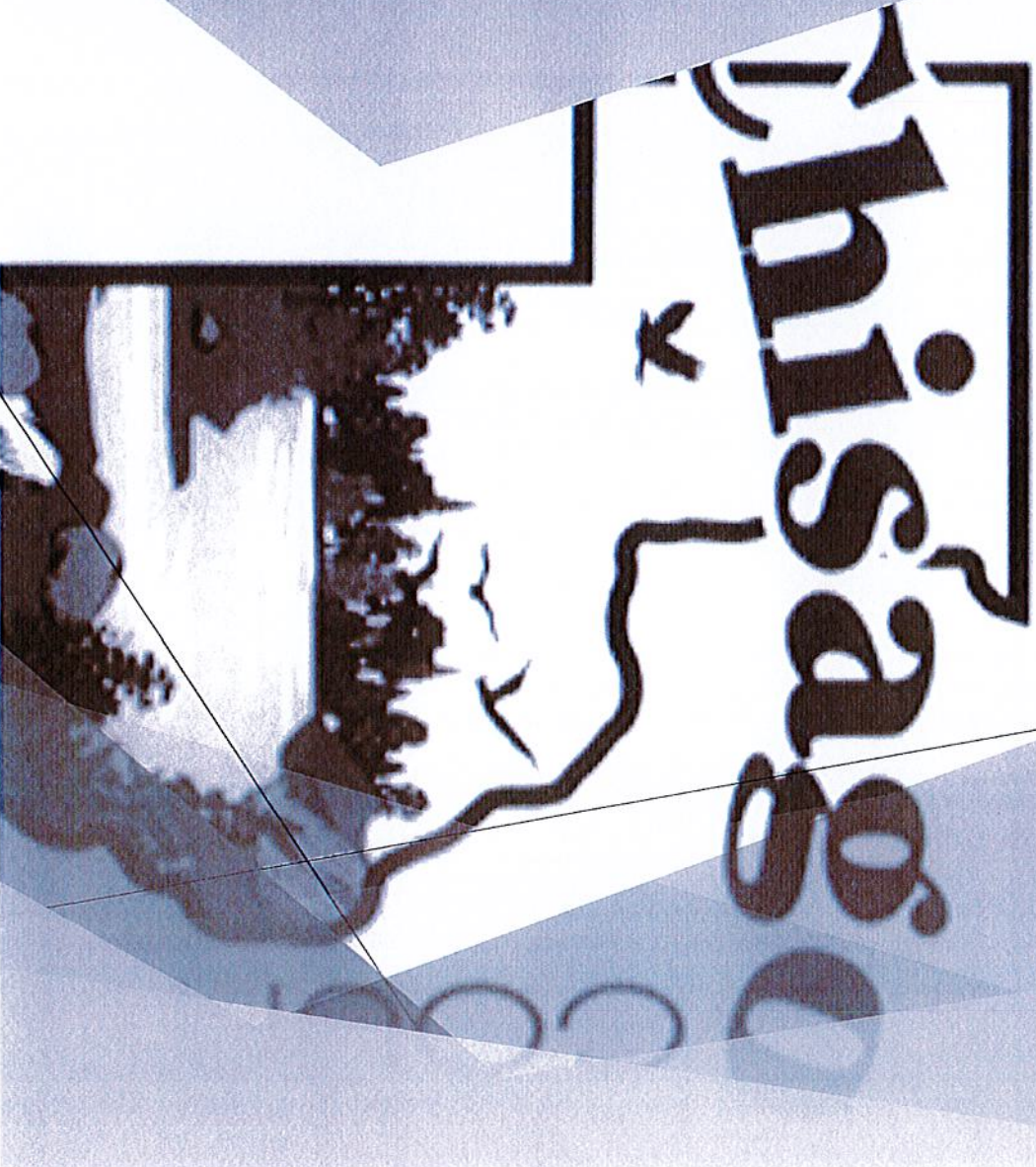
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TAB#1

Chisago County
Health and Human
Services
2021 Annual Report





Health and Human Services Management Team

Health and Human Services

Director: Bob Benson

Public Health Administrator:

Courtney Wehrenberg

Family Services and Economic
Support Division Manager:

Todd McMurray

Aging and Disabilities Division
Manager: Jolene Thorsen

Fiscal Operations Division
Manager: Mark Florin



Health and Human Services

COVID continued to be a priority throughout 2021 as it was in 2020. Many of the state and federal waivers remained in place ...

Health and Human Services continued to work in a hybrid manner with most staff having the ability to work remotely; in the office, out in the field or from their homes.



Public Health

Courtney Wehrenberg

- ▶ Maternal Child Health
- ▶ Women, Infant and Children (WIC)
- ▶ Child and Teen Checkups
- ▶ Community Health
- ▶ Emergency Preparedness
- ▶ Statewide Health Improvement Partnership (SHIP)



COVID response continued to be the top priority for Public Health in 2021

Additional Grant Opportunities

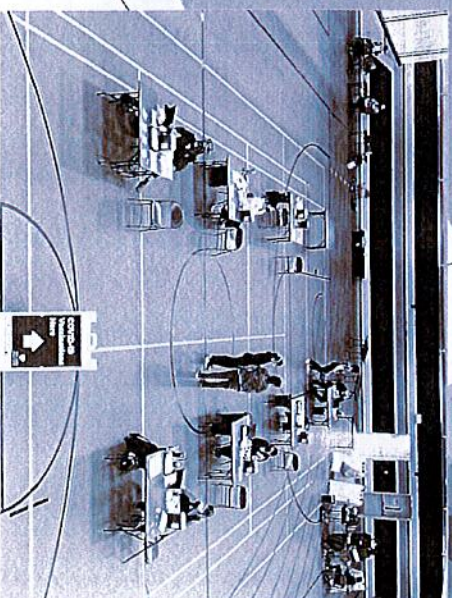
Increased Collaboration with

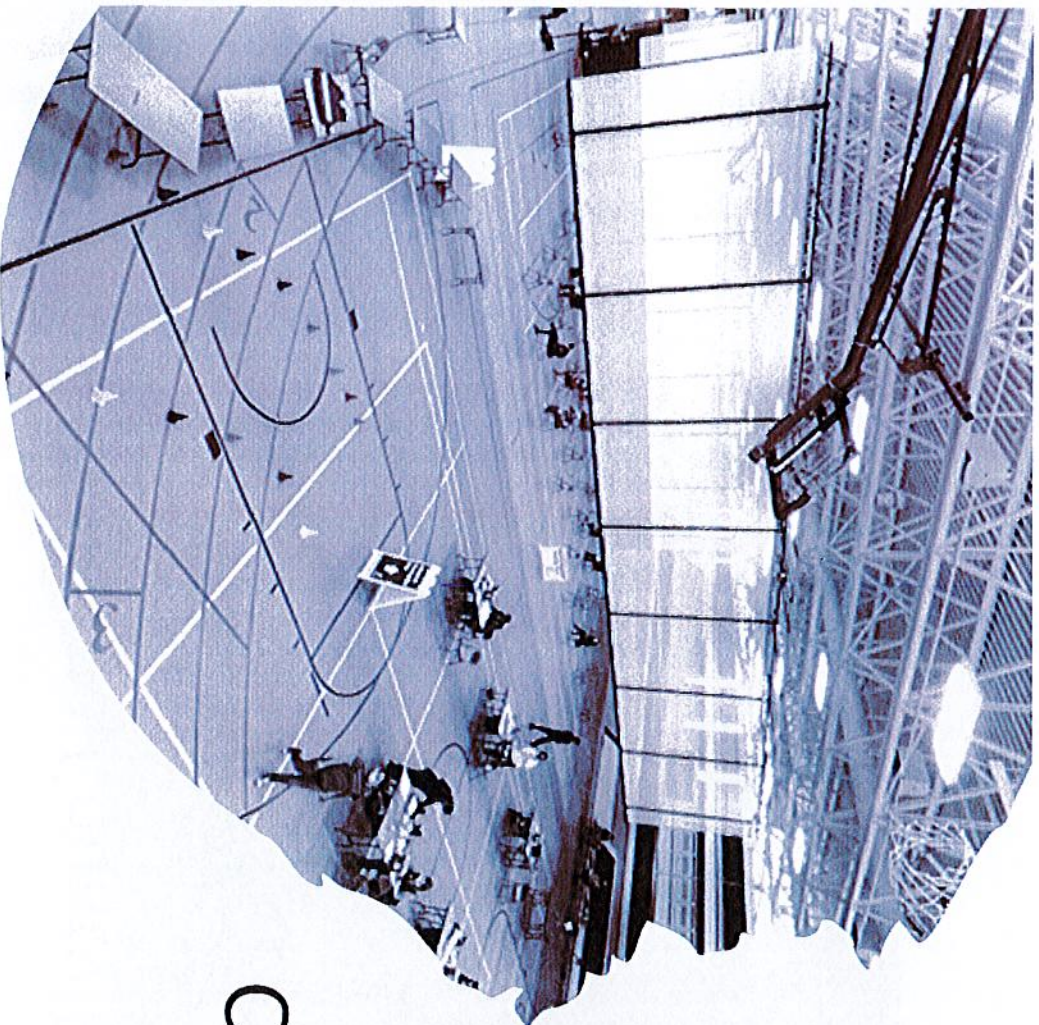
Partners/Community Organizations

Conducted 90 Vaccination Clinics

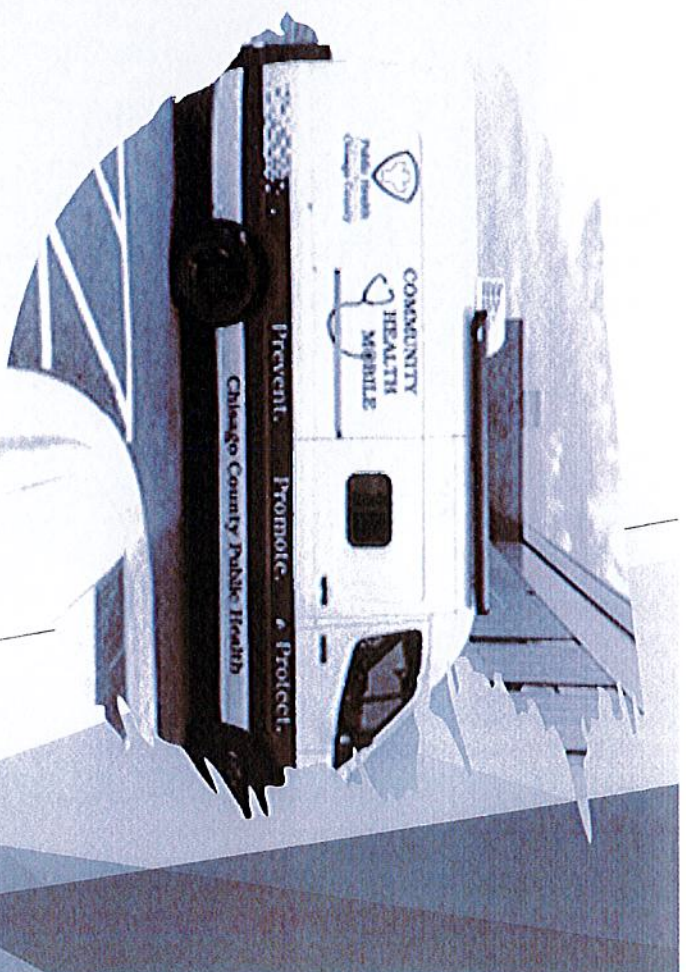
Administered 10,000 Vaccinations

26 Volunteers assisting at 22 different vaccination clinics





PUBLIC HEALTH



Chicago County Public Health Vaccination Clinics



Chisago County Public Health

Maternal Child Health: 740 home/phone visits were conducted in 2021, down from 1,638 in 2020.

Women, Infant and Children(WIC) enrolled 192 baby and prenatal clients in 2021, down from 225 in 2020. Baby Café went back to in-person meetings in 2021, serving 116 mothers and babies.

The Child and Teen Checkup and community outreach activities increased in 2021, conducting 44 outreach activities compared to 20 in 2020.

Statewide Health Improvement Partnership (SHIP) program continued their community health work focusing on policy, systems, and environmental changes to better serve the community. SHIP provided 15 mini grants for a total \$35,281 in grant funding to local community partners. This is down slightly from 2020 and remains significantly lower than 2019.



Family Services and Economic Support Division

Todd McMurray

Family Services

Child Protection Services

Child Foster Care Licensing

Daycare Licensing

Economic Support Services

Food Support

Family and Adult Financial Cash Programs

Medical Assistance Programs

Child Care Assistance

Child Support



Child Protection Intake and Assessment

The child Protection Team continued seeing clients face to face throughout the last year. Our Child Protection Workers are all working remotely; in the office, in the field, and at their homes.

903 CP Intakes were received in 2021. This is more than a 10% increase over what we experienced in 2020.

196 cases were screened in for investigation/assessment:

162 children for family assessment

89 children for family investigation

5 children for facility investigation

28 cases were screened in and referred to a current investigation

27 were referred for child welfare case management

106 were referred to our Parent Support Outreach Program (PSOP)



Child Protection Case Management

Child Protection Case Managers continued working with families and children in person over the last year.

CP Case Managers provided services for 229 individuals.

82 children were placed outside their home through Child Protective Services in 2021. This is a 23% decrease from out of home placements in 2020.

16 workgroups were opened to supervise Interstate Compact on the Placement of Children (ICPC) cases. These are children placed in Chicago County from another state.

11 adoptions were finalized in 2021 for children in Chicago County.

17 children were reunified with their families in 2021.



Child Foster Care Licensing Day Care Licensing

Chisago County currently has 36 licensed relative child foster homes for Chisago County, other Minnesota counties, or ICPC placements. Significant decline from the 85 licensed homes in 2020.

2 traditional child foster homes. Down from 27 Chisago County had in 2020.

1 dual family foster care home was licensed in 2021.

Chisago County licensed 61 Family Child Care Providers in 2021. This is down about 8% from 2020.



Income Maintenance Intake Applications

Our Income Maintenance staff processed 1,592 new applications for public assistance in 2021. This is a 20% increase over 2020.

This increase in applications is due primarily to the effects of eliminating stimulus payments, unemployment benefits and the ending of the rent/eviction moratorium. Additionally, there continues to be large numbers of unemployed individuals.

Income Maintenance Family Cash Programs

Minnesota Family Investment Program (MFIP) is the state's primary program for helping low-income families with children. Chisago County served 3,035 individuals on this program in 2021, issuing \$1.2 million. This is nearly double the number of residents served in 2020.

Divisionary Work Program (DWP) is a four-month program to help low-income families find employment. 22 individuals were served on this program in 2021. This program had been suspended in 2020 and was re-opened November 2021. \$5,340 has been issued.

Emergency Assistance (EA) for families. One time payment for unexpected shelter / utility / car repair expenses. Chisago County spent \$6,022 in 2021. This is nearly twice what was spent in 2020, but still an underspending of our \$50,000 allocation.



Income Maintenance Adult Cash Programs

Minnesota Supplemental Aid (MSA) provides cash assistance to adults receiving Supplemental Social Security income to assist in meeting basic needs. Individuals receive \$81 per month. In 2021 Chicago County served 1,389 individuals issuing \$157,082 in benefits.

General Assistance (GA) for individuals not receiving Social Security who are over 50, unemployed or have a temporary disability. Individuals receive \$203 per month. Chicago County served 946 individuals issuing \$155,539 in benefits.

Emergency General Assistance (EGA) can be accessed once in a 12-month period to assist with unexpected shelter/utility expenses. We distributed \$5,076 of our \$26,278 allocation for FY 2021.

Housing Supports pays for room and board for seniors and adults with disabilities with low incomes. In 2021 we served 1,469 individuals issuing \$537,794 in benefits.



Income Maintenance Food Support

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

On average 2,130 individuals in Chicago County received SNAP benefits each month in 2021, for a total expenditure of \$5,650,282. This is down about 8% from 2020.

The statewide benefits issued for 2021 was \$962 million.



Income Maintenance Medical Assistance

Minnesota Technical Eligibility System (METS/Public Medicaid). MNSURE Public Program (Medicaid) for under age 65, non-disabled, income qualified individuals.

This system was implemented in 2013 and many technical deficiencies still exist. 8,443 Chicago County residents received services through MNSURE in 2021. There are many manual work arounds used so that the correct eligibility results can be achieved.

Medical Assistance (MA) is the old system or cases yet to be converted to METS. This includes individuals over 65, Long Term Care, disabled, and employed disabled. We served 1,810 individuals on MA in Chicago County in 2021.



Income Maintenance Child Care Assistance

Child Care Assistance (CCA) subsidies can be paid out to credentialed, licensed, legal non-licensed, licensed exempt and childcare centers for low-income families who have applied for and been found eligible to receive childcare assistance.

112 Chisago County families received childcare assistance in 2021. This is about a 5% increase over 2020.



Income Maintenance Fraud Prevention

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

Health and Human Services receives a \$65,000 grant that gets paid to the Sheriff's Department.

In 2021 there were 78 investigations conducted

- There was a savings of \$36,175 in program benefits
- Identified \$31,102 in overpayments for recoupment
- Disqualifications were imposed on 8 individuals for intentional fraud
- 7 participants signed intentional program violations, waiving their right to a hearing



Income Maintenance Child Support

Chisago County currently has 1,722 open child support cases. Child Support staff have an average case load of 246 individuals, which is 4th highest in the state.

2021 Chisago County Child Support Performance Measures:

-Paternity Establishment	105%	State Average 98.83%
-Child Support Orders Establishment	95%	State Average 86.50%
-Collections on Current Support	80%	State Average 75.75%
-Collections on Arrears	78%	State Average 72.30%
-Cost Effectiveness	\$6.87	State Average \$3.09

Cost effectiveness is the total amount of child support collected divided by the total amount of dollars expended by the program. Chisago County 4th in the state.



Chisago County Operation Community Connect (OCC)

OCTOBER 21, 2021



Aging and Disabilities

Division

Jolene Thorsen

MnCHOICES Assessment and Support Planning
Medicaid Waiver Services (Case Management)
Behavioral Health
Adult Protection
Guardianship
Adult Foster Care and Corporate Child Foster
Care Licensing



MnCHOICES

A web-based application tool for conducting and creating person-centered assessments and support plans. MnCHOICES is undergoing some significant changes with an anticipated release date sometime in 2022.

In 2021 our Assessors completed 1,019 MnCHOICES Assessments. This is essentially the same number as were completed in 2020.



Medicaid Waivers

Programs to provide Home and Community Based Services (HCBS) for people with disabilities and older adults. Disability Waivers:

BI Brain Injury

CAC Community Alternative Care

CADI Community Access for Disability Inclusion

DD Developmental Disability

EW Elderly Waiver (\$ managed by the state)

Funded by State and Federal funds. 2021 Waiver Allocation:

DD Budget: \$21,339,207

CAC, CADI, BI Budget: \$32,610,915

Total Waiver Budget: \$53,950,122

A significant portion of this money comes back into our community through services, employment, and other supports.



Medicaid Waivers

Medicaid Waiver Case Management:

Chisago County Case Managers currently manage 367 waiver cases. This is about a 30% increase over the cases managed in house in 2020. This increase is due in part to ending contracts with a contracted agency and an increase in residents seeking services. One additional Case Manager position was approved by the Board in 2021. Billing for waiver case management brings additional revenue into Chisago County.

Another 347 Chisago County waiver cases are managed by contracted agencies; Thomas Allen and Pinnacle Services.



Adult Protection

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

DHS Licensed Facilities—Office of the Inspector General

MDH Licensed Facilities—Department of Health

All other reports and any Emergency Protective Services (EPS) report—Responsible County

Chicago County received 364 Adult Protection Reports in 2021:

128 reports were screened in for investigation	
Emotional Abuse:	24
Physical Abuse:	9
Sexual Abuse:	1
Financial Exploitation:	47
Caregiver Neglect:	13
Self Neglect:	34



Behavioral Health

HHS transitioned our Behavioral Health unit from our Family Services Division to our Aging and Disabilities Division in 2021.

Increase Collaboration for residents being served

Increased efficiencies for County staff

In 2021 we provided Behavioral Health Case Management services for 209 adults and 122 children. This is about a 5% increase over individuals requesting services in 2020.

There were 134 intakes for individuals seeking coordination of a substance use disorder assessment and/or funding for treatment. This is over a 40% decrease from 2020.

Methamphetamine drugs and alcohol continue to be reported as the primary addictions affecting persons seeking services in Chicago County.



Guardianship

Chisago County Social Workers provided guardianship services to six adults who are wards of the state (State Guardianship or under the DHS Commissioner).

In 2021 we contracted with Lutheran Social Services, Solid Oak Financial Services and Resource Training and Solutions to provide guardianship and/or conservatorship services for 39 adults requiring services (Public Guardianship).

We have transitioned away from Lutheran Social Services and now have all public guardianships with either Resource Training and Solutions or Solid Oak Financial Services.



Adult Foster Care and Corporate Foster Care Licensing

Chicago County currently has:

- 63 Licensed Community Residential Settings (CRS)
- 20 Licensed Family Adult Foster Care Homes
- 3 Dual Licensed Homes (Adult/Child)
- 1 Licensed Adult Mental Health Crisis Bed

Throughout 2021 many of our corporate settings struggled with COVID; staff illness, resident illness, quarantines, lockdowns, etc.

Staffing shortages continue to be the biggest concern for corporate foster providers here in Chicago County.

In 2021 DHS authorized a new status of "Pending Reopen" which allows a provider to temporarily re-locate some residents to other homes to allow for staff shortages. Currently Chicago County has one CRS home with that status.



Fiscal Operations Division

Mark Florin

Budget Administration
Accounting/Billing
Collections
Contract Management



Budget Administration

Health and Human Services 2021 Budget: \$15,813,331

Revenue generated through HHS: \$8,040,901

Waiver Case Management

Targeted Case Management

Grant Revenue

State and Federal Program Revenue

Collections

County Levy dollars: \$7,772,430

2021 ended with a positive ledger balance



Accounting/Billing

Billing all Medicaid Waivers
Billing from contracts
Billing from PMAPS, TCM
Foster Care Billing and Payments
State and Federal grant and allocation billing and payments
Public Health billing and grant management
Other miscellaneous billing and payments as required



Collections

Out of Home Placement Fees: \$126,292

Detox Fees: \$27,054

Medical Assistance Recoveries: \$635,968

Fraud/Error: \$52,604

Child Support Redirect: \$30,463

Housing Support: \$13,796

Miscellaneous: \$12,092

Total Collections for 2021: \$898,269.08

Retained: \$364,860.52



Contract Management

Management of HHS grants and funding allocation agreements

State and Federal Contracts and Allocations

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

Public Health grants and agreements

COVID and other specific grant agreements

Veterans Services Grant and agreements



Fiscal Operations Division

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

State and federal governments operate on different fiscal years:

State July 1st through June 30th, Federal October 1st through September 30th

State and federal funding may be adjusted based on those fiscal years

State and federal mandates may change based on legislative action

Health and Human Services deals with the unpredictable “human factor”

Out of Home Placement Costs continue to be one of our largest and most unpredictable expense.

We anticipate that COVID may continue to play a role in our budgeting through 2022



Veterans Services

Veterans Services

Bryan Brown



Veterans Services

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

Chisago County has 3,956 veterans living here.

Veterans Service Staff conducted 323 office visits, 616 phone visits and 73 email visits during 2021.

Veteran's Coffee Talks started back up in 2021 at two locations in Chisago County.

VA compensation for Chisago County Veterans totals over \$16 million and an additional \$15+ million for medical care.

Veteran's van continued providing transportation for veterans to both the Minneapolis and St. Cloud VA hospitals.



Health and Human services

Health and Human Services Looking forward into 2022





Health and Human Services Looking forward into 2022...

We anticipate that COVID, or its lingering effects will continue to play a role in the services we provide through 2022.

Public Health will begin their demobilization and recovery.

Some of the state and federal waivers that were put in place for COVID have been codified into law or are continuing into 2022.

We will continue to build and expand on the increased collaboration that we have developed with our community partners and other agencies.



Health and Human Services Looking forward into 2022...

Make some organizational structural changes within Health and Human Services to better align our services with the needs of our growing communities.

1. Review and restructure our intake process.
2. Increase our accessibility/availability to the community through active outreach and possible satellite locations.
3. Add a forensic interview room and supervised visitation room to our Center City space to better meet protective service needs in the County.



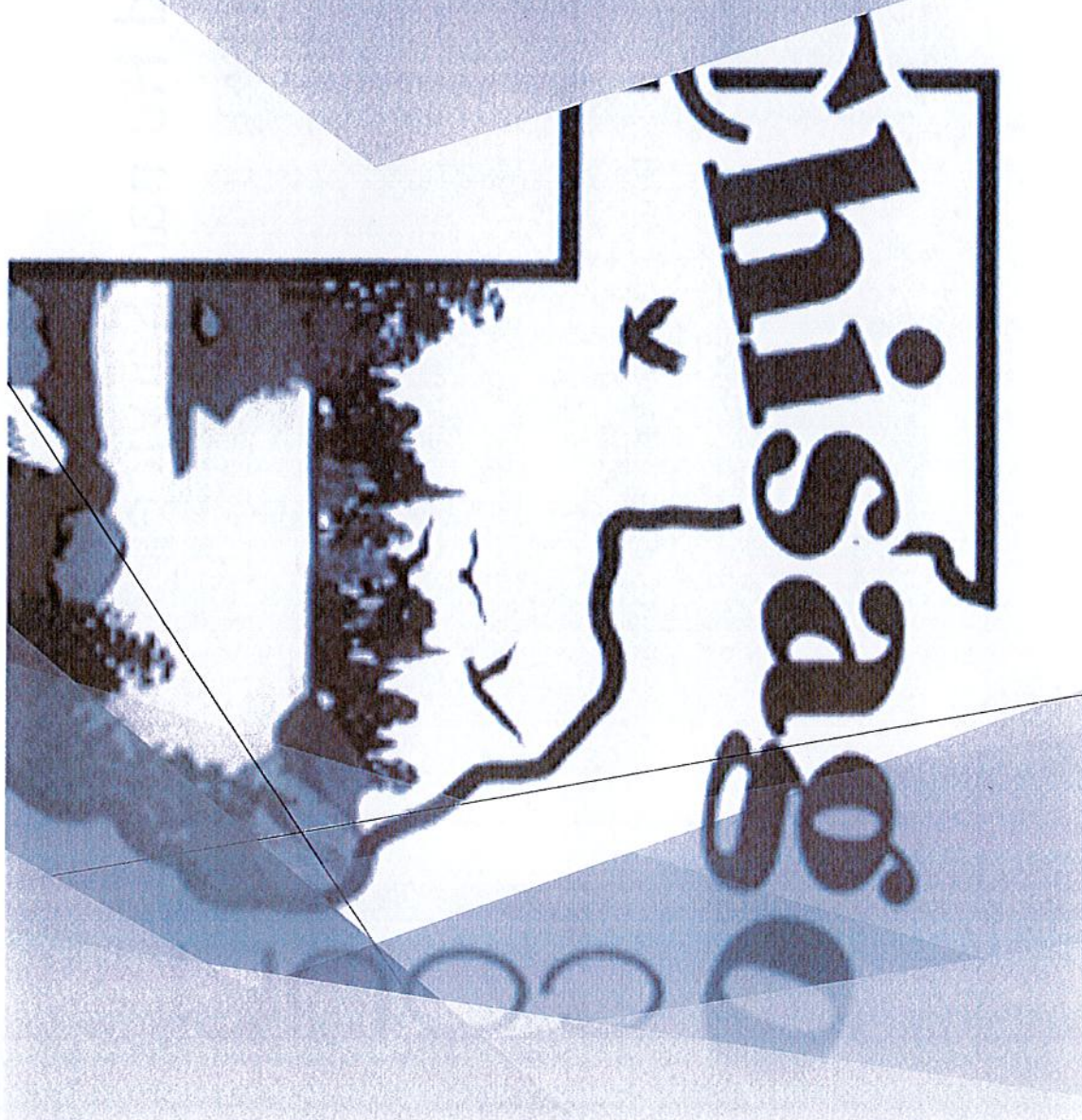
Health and Human Services Looking forward into 2022...

Continue to increase the use of technology to better and more efficiently serve the community.

Increase Behavioral Health access, community awareness, and collaboration.

Maintain the financial stability of the Health and Human Services Department.

Thank you,
Commissioners for
your support for
Chicago County
British
Health and Human
Services





CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 2, 2022

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
2/18/2022	\$175,546.59		County's Warrants
2/18/2022	\$60,570.22	3/2/2022	Auditor's Warrants

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

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Chisago County Request for Board Action

Meeting Date: March 2, 2022		Item Number: 3	
Title of Item for Consideration: SHIP Grant Agreement – Lindstrom Community Gardens			
Action Requested by: Robert Benson, Director		Department: Health & Human Services	
Previous Action on this Matter: None			
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – Lindstrom Community Gardens			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – Lindstrom Community Gardens. The following motion is suggested: <i>“Move to approve the SHIP Grant Agreement – Lindstrom Community Gardens.”</i>			
Implications of Action: Approval of this SHIP grant agreement will allow Lindstrom Community Gardens to purchase the materials that are necessary to build raised garden beds to assist Chisago County residents that are handicapped height, and to grow food for the local food shelf. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,995.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve		Deny _____	
Other _____		_____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**County of Chisago
State Health Improvement Program Grant Program
Grant Agreement**

This Grant Agreement is between Chisago County, 313 No. Main Street, Center City, MN 55012 ("County") and the City of Lindstrom, 13292 Sylvan Avenue, Lindstrom, MN 55045 ("Grantee").

Recitals

WHEREAS, through the Chisago County Public Health Division, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, the City of Lindstrom has made an application for SHIP grant funds for the Lindstrom Community Garden to expand the garden to build raised garden beds, the garden beds will be built at a handicapped height, the gardens will have many types of food such as raspberries, asparagus, and rhubarb. The garden also has a local girl scout chapter that is growing food at the garden for the local food shelf, Materials will be needed so that additional raised garden beds can be built to accommodate individuals who are on SNAP and register for a garden plot; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand Nine Hundred Ninety-Five Dollars (\$2,995.00)**; and

WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the County.

NOW THEREFORE, the County and Grantee enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** March 7, 2022 or the date the County obtains all required signatures, **whichever is later.** The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in

accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Susan Kirchner
Title: Lindstrom Community Garden Manager
Address: 13292 Sylvan Avenue, Lindstrom, MN 55045
Phone: 651-271-0513
Email: suekirch@gmail.com

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**

5.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed, and approved by the same parties, or their successors in office, who approved and executed this Agreement.

5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

This Agreement shall be binding on the County, its successors, and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**

Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Nine Hundred Ninety-Five Dollars (\$2,995.00)**.

8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

Grantee shall use Grant funds solely for eligible costs as identified in Grantee's Application and as incurred within the term of this Agreement.

10. **COMPLIANCE WITH THE LAW**

The Grantee shall conduct the Project in compliance with all applicable provisions of federal, state, and local laws and obtain all federal, state, and local permits, licenses, and authorizations necessary to implement and operate the Project.

11. **REPORTING REQUIREMENTS**

All reporting must be provided to the County's Authorized Representative.

11.1. **Upon project completion,** Grantee agrees to submit a short-written success story with photo that outlines how the funds supported the efforts of their project.

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

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

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in

accordance with the above requirements, the County shall promptly determine whether the information qualifies for nonpublic or private data treatment. If the County determines that the information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. AMENDMENTS

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

13. FAILURE TO COMPLY

- 13.1. ***Suspension or Termination.*** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.
- 13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.
- 13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.
- 13.4. ***Response to Notice of Default.*** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the Grantee. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, to not appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

15. WORKERS' COMPENSATION

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of

these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

16. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Health and the County as a funding source and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. The Grantee must not claim that the Minnesota Department of Health and the County endorses its products or services.

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

The Grantee, in the conduct of the Project, shall comply with all applicable state and federal laws relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments thereto, including, but not limited to, Minnesota Statutes Ch. 363 (the Minnesota Human Rights Act), Minn. Stat. § 181.59 (applicable to Agreements for materials, supplies, and construction for or on behalf of the State), and the Americans with Disabilities Act of 1990 (P.L. 100-336).

18. LIABILITY

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

19. INSURANCE

21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of \$1,000,000 protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.

21.2 Insurance coverage by the Grantee in amounts greater than the tort liability limits set for municipal corporations, pursuant to Minn. Stat. 466 shall not constitute a waiver of the liability cap(s) available to the County.

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

20.1. **Government Data Practices.** The Grantee agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee in accordance with this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Grantee or the County. In the event the Grantee receives a request to release the data referred to in this Part, the Grantee must immediately notify the County.

The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. Intellectual Property.

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the Grantee relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract. In addition, the Grantee shall permit representatives of the County to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. SUBCONTRACTING

Grantee shall not enter into any subcontract for performance of any services contemplated under this agreement. If specifically authorized by the County, Grantee is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

1. GRANTEE

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

By: _____ Date: _____
Susan Kirchner
Lindstrom Community Garden Manager

By: _____ Date: _____
John Olinger, Administrator
City of Lindstrom

2. COUNTY OF CHISAGO

By: _____ Date: _____
Rick Greene, Chairperson
Chisago County Board of Commissioners

Attest:

By: _____ Date: _____
Christina Vollrath
Clerk to the Chisago County Board of Commissioners

By: _____ Date: _____
Robert Benson, Director
Chisago County Health and Human Services

AS TO FORM:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge Date: February 23, 2022
Jeffrey B. Fuge, Assistant County Attorney



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 2, 2022**

TAB # 4

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 3/2/2022 \$367,129.11

Lake Area Bank; Matthew Beckman; Sheriff; training; \$412.96
Lake Area Bank; Amy Chavez; Probation; shipping; \$26.15
Lake Area Bank; Karen Gates; Human Resources; training; \$149.00
Lake Area Bank; Andrew Mahowald; Sheriff; training; \$375.07
Lake Area Bank; Daryl Moeller; Assessor; registration; \$840.00
Lake Area Bank; Kyle Puelston; Sheriff; registration, training; \$1,899.36
Lake Area Bank; Kurt Schneider; Environmental Services; registration; \$215.00
Lake Area Bank; Barbara Shimmon; Public Works; supplies; \$21.54
Lake Area Bank; Joseph Triplett; Public Works; conference, registration; \$135.39
Lake Area Bank; Dennis Wilton; Enterprise; supplies; \$225.55
Lake Area Bank; Polly Zais; Sheriff; training; \$164.47
Lake Area Bank; Tracy Krona; HHS; supplies, training; \$724.58

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

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**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, February 16, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, February 16, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

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

Commissioner DuBose offered a motion to approve the amended agenda with an addition to discuss title requirements for plats. Motion seconded by Montzka, the motion passed as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board opened the Road and Bridge Committee of the Whole at 6:31 p.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

On motion by Montzka, seconded by DuBose, the Board moved items 1-9 to the consent agenda. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to close the Road and Bridge Committee of the Whole at 6:39 p.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the Consent Agenda and remove item #5. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Mndot Detour Agreement and Resolution
- 3.) R&B Committee Recommendation – CSAH 19 Reconstruction Project
- 4.) R&B Committee Recommendation – CR 60 Resurfacing Project
- 5.) ~~R&B Committee Recommendation – Mndot Joint Powers Agreement for TH 8 Project~~

- 6.) R&B Committee Recommendation – Prof. Service with SHE Inc. for Wetland Services
 - 7.) R&B Committee Recommendation – Right of Way Acquisition Services with WSB
 - 8.) R&B Committee Recommendation – State of Minnesota LiDAR Agreement
 - 9.) R&B Committee Recommendation – Amendment to the Harris Road Reversion Agmt.
 - 10.) Minutes from the February 2, 2022 Meeting
 - 11.) Payment of County's Warrants and Miscellaneous Bills
- Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.
- 12.) Budget Adjustment – Vault Scanning Project
 - 13.) Credit Card Request – Mark Hendrickson, Probation Director
 - 14.) Temporary Liquor License Request – Wild Rivers Conservancy

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

On motion by DuBose, seconded by Dunne, the Board moved to accept the Environmental Services/Zoning Director's Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to extend the time for acting on the Shaun Fielder Rezoning Application at 2574 Crest Way, Nessel Township, PID#06.00518.00 for a period not to exceed 60 days so as to allow Planning Commission public hearing and review on April 7, 2022, and County Board action as early as April 20, 2022 and no later than May 18, 2022 in accordance with the regular meeting schedule of the respective bodies; and direct staff to issue written notification of the extension authorized by this motion and that such written notification state that the extension is made to allow for regular meeting conduct and public hearing docket scheduling; and to allow the Planning Commission to consider the application in that time frame with and make a recommendation to the County Board for determination. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to extend the time for acting on the Wild Mountain Properties Conditional Use Permit Amendment application at 16906 Wild Mountain Road, Amador Township, PID#01.00096.00 for a period not to exceed 60 days so as to allow further Planning Commission review on April 7, 2022, and County Board action on April 20, 2022; and direct staff to issue written notification of the extension authorized by this motion and that such written notification state that the extension is made to allow for evaluation and review of the identified concerns and develop additional recommendations as requested by the Planning

Commission; and to allow the Planning Commission to consider the application in that time frame with the additional information and make a recommendation to the County Board for determination. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the purchase of Custom Goldeneye restroom facility for Checkerboard County Park, Quote from Huffcutt Concrete, LLC., at a total estimated cost of \$45,275 not to exceed \$60,000 as a budgeted CIP expense. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to authorize and approve the fulltime equivalent status of the County Water Resources Manager position from .50 FTE to 1.0 FTE. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve discuss the fulltime equivalent status and Chisago Lakes Lake Improvement District budget adjustment authorizing the Chisago Lakes Lake Improvement District assigned Water Resources Specialist position increase from .50 FTE to 1.0 FTE at the next Budget and Finance Committee meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the purchase of a 2022 Vermeer BC900XL Brush Chipper, Government Purchase not to exceed \$35,000 as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:07 p.m.

END TIME – 7:08 p.m.

0 letters, 0 emails, # of **SPEAKERS** - 1

On motion by Montzka, seconded by DuBose, the Board moved to accept the February 9th Budget and Finance Report and use the Federal ARPA funds as a ‘one-time’ standard allowance for lost revenue for ‘government services’ compared to the lost revenue formula. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to accept the K9 and training donation of \$10,000 from McDonough K9 and approve the acceptance of the \$7500 grant from the U.S. Police Canine Association. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve by Resolution the acceptance of a donation of \$5000 from Aftermath Services LLC for the Sheriff's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve a credit card for Sergeant Ryan Edmonds, CCSO. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the Out of State travel request for Jake Thompson to attend the IWCE training. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to review the Community Health Board Annual Grant Concurrence Letter. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the attached Proclamation, proclaiming February 21-25, 2022 as "School Board Appreciation Week in Chisago County." The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the License Applications for DH Entertainment Inc., which are the new owners of Flickabirds in Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to request the County Attorney to review the zoning ordinance which requires a title opinion vs. a title opinion. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

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

On motion by DuBose, seconded by Montzka, the Board adjourned the meeting at 7:49 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

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Chisago County Request for Board Action

Meeting Date: March 2, 2022	Item Number: 6
Title of Item for Consideration: Authorization to Proceed with Year-end Transfer of Funds	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Various year-end transfers are required each year. The requests are outlined below: 1. The Chisago County Ditch Funds are currently in a deficit because of expenditures related to the Redetermination of Benefits and Reestablishment of Record procedures. Minnesota Statute does not allow for deficit fund balances. A temporary transfer is required. 2. Various department are reimbursed for services provided throughout the year to the Solid Waste Department. The permanent transfers are part of the 2021 budget. 3. Lake Improvement District programs in 2021 include contributions to the Aquatic Invasive Species program. The permanent transfer is part of the 2021 budget. 4. County Program Aid funds were allocated in 2021 to cover a portion of the Public Safety Center Bonds. The permanent transfer from the capital equipment fund is part of the 2021 budget. 5. Transfer funds from Jail Capital Projects to payback a temporary transfer from the General Fund, with the remaining going to Debt Service to be allocated to the 2017A bond repayment, per the Bond Resolution.	
Attachment(s): • Transfer Requests	
Action Requested/Recommended: The County Board is respectfully requested to approve the above noted transfers. The following motion is suggested; <i>“Move to authorize the County Auditor-Treasurer to transfer the above-noted funds.”</i>	
Implications of Action: If the transfer is approved, the County’s financial reporting requirements will be adhered to.	
Budget/Financial Implications: None	
Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	

Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**2021 Temporary Transfer Requests
Effective 12/31/2021**

Ditches

Fund From	Fund To	Reason	Amount
Revenue	Ditch	Amount for Ditch Fund 620 (Unallocated) \$100, Ditch Fund 624 (Ditch 4) \$500, and Ditch Fund 625 (Ditch 5) \$2,000, Ditch Fund 626 (Ditch 6) \$225, Ditch Fund 628 (Ditch 8) \$275, Ditch Fund 630 (Ditch 10) \$3,700, Ditch Fund 634 (Ditch 14) \$2,700	\$9,500.00

Board Approved on _____, 2022

**2021 Permanent Transfer Requests
Effective 12/31/2021**

Solid Waste

Fund From	Fund To	Reason	Amount
Solid Waste	Revenue	Amount due for Solid Waste Services to Environmental Services Director (\$20,000), Environmental Service Code Enforcement (\$12,500), Auditor-Treasurer(\$6,000), and Sheriff (\$55,000) for 2021	\$93,500.00

LID

Fund From	Fund To	Reason	Amount
Lake Improvement District	Revenue	Amount due from the Lake Improvement District for the 2021 expenses for Watercraft Inspection vehicle expenses (\$3,000) and Water Festival expenses (\$1,500)	\$4,500.00

Jail Debt

Fund From	Fund to	Reason	Amount
Capital Equipment Fund	Public Safety Center-Debt Service	Transfer of funds from the Capital Equipment Fund per the County CIP plan allocated to pay a portion of the 2020 principal and interest on the Public Safety Center Bonds	\$628,925.00

Capital

Fund From	Fund to	Reason	Amount
Capital Equipment Fund	Revenue	Transfer of funds from the Capital Equipment Fund from unused 2021 CIP fund to be used in the 2022 budget	\$195,063.00

Board Approved on _____, 2022

Chisago County Request for Board Action

Meeting Date: March 2, 2022	Item Number: 7
Title of Item for Consideration: Set Special Meeting and Public Hearing for Redistricting	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: After each federal census, the County must redistrict county commissioner districts. Cities and townships have until March 29 to establish their precincts. After that time, the County must establish or reestablish county commissioner districts. The deadline to complete the County redistricting is April 26. The County is required to hold a public hearing on commissioner districts and the redistricting plan. Minnesota Statute 375.025 require notice be published in the official newspaper three weeks prior to the public hearing when the plan will be considered. Staff is currently reviewing the legislative changes which will impact city/township precinct boundaries and is formulating options for review by the Board. Staff is planning to present draft options for review in March. Those options will not be able to be finalized until the cities and townships have completed their redistricting but will give the Board an opportunity to provide feedback to Administrator Burnham and Auditor-Treasurer Konrad. If the Board wishes to solicit plans from the public, it is recommended that the Board establish a deadline of April 1 for submittal. Plans submitted will have to be evaluated to determine if they meet the redistricting principals outline in Statute. It is recommend that establishing a special meeting and public hearing on the adoption of the 2022 Redistricting Plan for April 13, 2022 at 3:00 p.m. This will allow adequate time after the city/township deadline to finalize options for the County Board consideration while still allowing time, if needed, to adopt the plan prior to the deadline. The public hearing notice and, once established, plan options will also be posted on the County website and posted outside of the Auditor-Treasurer's Office. Attachment(s): • None	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners set a special meeting and public hearing on the 2022 Redistrict Plan. The following motion is suggested: <i>“move to set a special meeting and public hearing on the 2022 Redistricting plan for April 13, 2022 at 3:00 p.m.”</i>	
Implications of Action: A public hearing is required for redistricting by Minnesota Statutes. If the Board fails to redistrict, or improperly redistrict, citizens can apply for a writ of mandamus to redistrict and the district court may appoint a redistrict commission to prepare the county's	

redistricting plan.

Budget/Financial Implications: Funds are budgeted for publication of notices in the 2022 budget.

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



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request for Board Action

Meeting Date: March 2, 2022	Item Number: 8	
Title of Item for Consideration: Out of State Travel Request - AXON Accelerate Conference, Phoenix, AZ		
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office	
Previous Action on this Matter: None.		
Background: In 2021, the Chisago County Sheriff's Office began utilizing AXON body-worn camera technology (BWC) in its Patrol Division. With the overwhelming success, the program is expanding to include the Jail Division and in-squad AXON camera systems. With this growth, data management, user training and equipment management has become a challenge. The Sheriff's Office also utilizes AXON Taser devices in several divisions. AXON hosts a yearly conference in Phoenix, AZ covering industry topics. Advancing technology, future less lethal products, best practices and advancing reporting systems are covered in a 3-day, hands on, multiple breakout session conference. AXON is waiving conference fees for Chisago County attendees, which is a \$1450 savings. Attachment(s): • Chisago County Out-of-State Travel Requests		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel requests for Sheriff's Office staff to attend the 2022 AXON Accelerate conference in Phoenix, AZ, May 22-26. The following motion is suggested: <i>"move to approve the out of state travel requests to attend the 2022 AXON Accelerate conference in Phoenix, AZ."</i>		
Implications of Action: Allowing staff to attend this training will improve our use of AXON products. The hands-on training sessions and discussion of best practices with expert speakers and panels will address relevant topics on public safety technology (present and future), on policy, training, officer well-being and communication. Staff will also be obtaining a Body-Worn Camera Instructor Certification from the conference. Budget/Financial Implications: Funding for this training, including travel, will be covered in the Sheriff's Office training budget. Conference attendance fees have been waived by AXON. Legal/Policy Implications: The proposed actives are in compliance with all applicable state and federal regulations and County policies and procedures.		
Administrator's Recommendation		
Approve	Deny _____	Other _____

Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

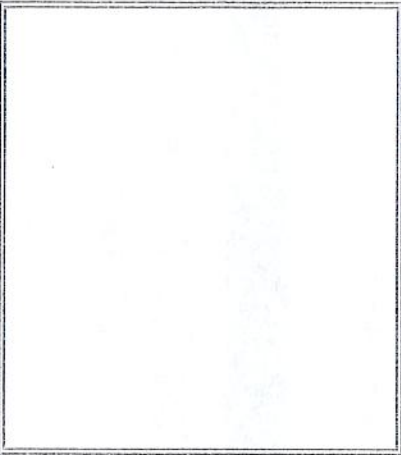
Chisago County Out-of-State Travel Request

Date Submitted	2/22/2022
Employee Name	[REDACTED]
Department	Sheriff's Office
Destination	340 N 3rd Street Phoenix, AZ 85004
Purpose of Travel	Axon Accelerate Conference
Departure Date	May 22nd
Return Date	May 26th
Total Travel Expenses	\$824.00
Supervisor Name (PRINT)	Sheriff Brandon Thyen
Supervisor's Signature	<i>Brandon Thyen</i>
County Board Signature	
Date Approved	2/22/2022
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Sun Country Airlines - Roundtrip	\$356.00		\$356.00
Ground Transportation	Airport transport to/from conference location	\$30.00	2	\$60.00
Conference/Registration Fees	N/A		1	\$0.00
Lodging	Sheraton Phoenix Downtown	\$102.00	4	\$408.00
Meals	N/A		1	\$0.00
Mileage	N/A		1	\$0.00
Grand Total				\$824.00

Chisago County Out-of-State Travel Request

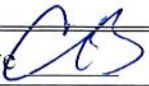
Date Submitted	2/22/2022	
Employee Name	[Redacted]	
Department	Sheriff's Office	
Destination	340 N 3rd Street Phoenix, AZ 85004	
Purpose of Travel	Axon Accelerate Conference	
Departure Date	May 22nd	
Return Date	May 26th	
Total Travel Expenses	\$824.00	
Supervisor Name (PRINT)	Sheriff Brandon Thyen	
Supervisor's Signature		Date Approved 2/22/2022
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Sun Country Airlines - Roundtrip	\$356.00		\$356.00
Ground Transportation	Airport transport to/from conference location	\$30.00	2	\$60.00
Conference/Registration Fees	N/A		1	\$0.00
Lodging	Sheraton Phoenix Downtown	\$102.00	4	\$408.00
Meals	N/A		1	\$0.00
Mileage	N/A		1	\$0.00
Grand Total				\$824.00

Chisago County Request For Board Action

Meeting Date: March 2, 2022	Item Number: 9
Title of Item for Consideration: Tony Zerwas Amador Hilltop Estates Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: The subject Amador Hilltop Estates Preliminary Plat proposal was first reviewed at the Planning Commission meeting of January 7, 2021, and subsequent County Board Meeting of January 20, 2021. Agency Action was extended by the County and subsequently the applicant to allow for additional Road Authority input and agreement establishment. On November 17, 2021 the Preliminary Plat of Amador Hilltop Estates was approved with the following conditions: 1. Prior to filing for Final Plat approval, a demolition permit application shall be submitted to Chisago County for removal of the dwelling closest to Peterson Avenue on Lot 4; and 2. A Road Authority Agreement shall be executed with Amador Township as a condition of Final Plat review and approval."	
Background: Bob Boyce, on behalf of owner Tony Zerwas is requesting final plat approval of a four (4) lot subdivision to be known as "Amador Hilltop Estates". The subject property is located on a 20-acre property in Amador Township, 41275 Peterson Avenue, in Section 01, T. 35, R. 20, (PID #01.00212.00). Staff has reviewed the Final Plat finding it to be consistent with the approved Preliminary Plat and recommends approval. The conditions of approval as noted have been satisfied including a signed road agreement between the road authority (Township) and developer having been placed on file for reference purposes. Note the township road authority agreement is solely by and between the two affected parties and does not obligate or otherwise involve the county.	
Attachment(s): • Resolution of Approval 22/0302-01 • Amador Hilltop Estates Final Plat (signature copy at the meeting)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approval of the Final Plat of Amador Hilltop Estates. The suggested motion to approve this action is as follows: <i>"Move to approve Resolution 22/0302-01 and authorize signature of Amador Hilltop Estates Final Plat located in Amador Township at 1275 Peterson Avenue, in Section 01, T. 35, R. 20, (PID #01.00212.00)"</i>	
Implications of Action: Recommended Board action will approve the Final Plat as presented. The developer and Town Road Authority will have mutual obligation(s) to successfully carry out their road development agreement.	
Budget/Financial Implications: None	
Legal/Policy Implications: None. County Attorney signature may commence upon proper Title and plat document review.	

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0302-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF AMADOR HILLTOP ESTATES

WHEREAS, Tony Zerwas, property owner, and Bob Boyce, applicant, submitted a request for the Final Plat of Amador Hilltop Estates on February 15, 2022; and

WHEREAS, the subject site is located at 41275 Peterson Avenue, Amador Township and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 20.00± acres in size and is legally described as:

PID 01.00212.00

North Half of Southeast Quarter (N1/2 of SE1/4) of Section One (1), Township Thirty-Five (35), Range Twenty (20), together with a non-exclusive road access easement over and across the East 66 feet of the West 67 feet of the West Half of the Northwest Quarter (W1/2 of NW1/4) of Section 6, Township 35, Range 19, Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Amador Hilltop Estates was recommended for approval by the Planning Commission on November 4, 2021 and approved by the Board of Commissioners on November 17, 2021; and

WHEREAS, the Final Plat submitted on February 15, 2022 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

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

1. The Final Plat is approved as submitted on February 15, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. As required by Preliminary Plat approval, the property owner submitted a building permit application on February 15, 2022 for the demolition of the dwelling closest to Peterson Avenue on Lot 4, Block 1. The structure shall be removed in accordance with the approved building permit.

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: March 2, 2022

Rick Greene
Chair, Board of Commissioners

ATTEST:

Christina Vollrath
Clerk of the Board

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Chisago County Request For Board Action

Meeting Date: March 2, 2022	Item Number: 10
Title of Item for Consideration: Aquatic Invasive Species (AIS) Prevention Aid Program	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: In 2014, the Minnesota State Legislature passed MN Statute 477A.19 AIS Prevention Aid, which provides funding to Minnesota Counties to conduct AIS prevention efforts, which includes watercraft inspections, public awareness, signage and enforcement. As a result of the funding, the Countywide AIS program began in 2014 through acceptance of State funding, designation of a ¼ time AIS Specialist position in 2015, a seasonal Lead Watercraft Inspector Level 2 in 2017, a seasonal Aquatic Invasive Species education Specialist in 2018 and a year-round combined AIS Specialist/Lead Watercraft Inspector in 2021. Most recently, in 2021, the AIS program has: - Conducted 18,116 watercraft inspections at 24 public water accesses and 93 decontaminations of watercraft in Chisago and northern Washington Counties, - Funded watercraft inspections by the Sheriff water patrol, - Worked closely on initiatives with the Wild Rivers Conservancy (formerly the St. Croix River Association), - Chisago County hired a year-round Aquatic Invasive Species (AIS) Specialist/Lead Watercraft Inspector to provide AIS communication and education to citizens of Chisago County, and - Laid the framework for further AIS data analysis and early detection of aquatic invasive species on area lakes. Background: “Prevent the dispersion, promote/support the containment, control and eradication of invasive species” are goals identified in the Resource Areas of Rivers & Streams, Lakes, Wetlands and St. Croix River & Lake St. Croix in the Lower St. Croix Comprehensive Watershed Management Plan (1W1P). The 2022 State funding of \$134,657 will allow Chisago County to continue implementation of the AIS prevention program countywide. Watercraft inspections and decontamination, public awareness, signage, enforcement, and other prevention efforts will be conducted at 27 trailer and carry-in accesses throughout the County. Watercraft inspections will continue to be conducted for the tenth season at 4 accesses in the Comfort Lake Forest Lake Watershed District through a Joint Powers Agreement. Proposed enhancements to this year’s program include: - Chisago County will participate with multiple Minnesota and Wisconsin counties and organizations to implement a St. Croix Basin AIS strategic work plan. - Chisago County will participate through a Memorandum of Understanding with the Wild Rivers Conservancy. Zebra mussel veliger and Spiny waterflea sampling will be included as part of the Memorandum of Understanding. - Point intercept surveys will occur on East Rush Lake.	

To initiate the 2022 AIS Prevention Aid program a number of agreements, personnel requisitions, and approvals are requested.

Attachment(s):

- Chisago County Resolution No. 14/0820-1 Resolution to Approve, Accept, and Implement Aquatic Invasive Species Prevention Aid Program
- 2022 Chisago County Proposed Watercraft Inspection Program
- Map - AIS Prevention Aid Program
- Proposed Budget - AIS Prevention Aid Program (Estimated 2021 carryover pending Auditor report.)
- 2020-2022 Delegation Agreement - AIS Prevention Inspection of Water-related Equipment*
- Joint Powers Agreement between Chisago County and Comfort Lake Forest Lake Watershed District*
- Personnel Requisition for up to 1.5 F.T.E (Full-time Equivalent) Temporary Seasonal Watercraft Inspectors (Level 2)*
- Position Description Watercraft Inspector Level 2
- Personnel Requisition for up to 8 F.T.E (Full-time Equivalent) Temporary Seasonal Watercraft Inspectors (Level 1)*
- Position Descriptions Watercraft Inspector Level 1
- Wild Rivers Conservancy proposal to implement a St. Croix River watershed AIS Strategic Work Plan
- Agreement between Wild Rivers Conservancy and Chisago County*
- EOR proposal for Point Intercept Surveys for East Rush Lake
- Agreement between Emmons & Olivier Resources Inc. and Chisago County*

Motions for approval requested *

Action Requested/Recommended: The County Board is respectfully requested to approve the 2022 AIS Prevention Aid Program. The following motion/s is suggested:

“Move to Approve the 2022 Aquatic Invasive Species Prevention Aid Program including the specific agreements, personnel actions, and Memorandum of Understanding as presented at tonight’s meeting:”

Or individually

- (1) “Move to Approve 2020-2022 Delegation Agreement – AIS Prevention Inspection of Water-related equipment.***
- (2) “Move to Approve Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections.”***
- (3) “Move to Approve Personnel Requisition for 1.5 F.T.E. Watercraft Inspectors (Level 2).”***
- (4) “Move to Approve Personnel Requisitions for 8 F.T.E Watercraft Inspectors (Level 1).”***
- (5) “Move to Approve transfer of up to \$10,000 to the Chisago County Sheriff’s Department for AIS enforcement related activities.”***

- (6) *"Move to Approve transfer of up to \$3,000 from the Chisago Lakes Lake Improvement District for equipment operation and expenses."*
- (7) *"Move to Approve transfer of \$15,000 to the Chisago County Water Plan fund 611 for AIS administration/coordination activities."*
- (8) *"Move to Approve Agreement between Wild Rivers Conservancy and Chisago County."*
- (9) *"Move to Approve Agreement between Emmons & Olivier Resources Inc. and Chisago County."*

Implications of Action: Recommended Board action would authorize Chisago County to implement the 2022 AIS Prevention Aid Program on a countywide basis. This includes watercraft inspections and decontamination, enforcement, communication and education, regional coordination and early detection activities.

Budget/Financial Implications: Chisago County received an average of \$137,275 in State funding since 2015. Chisago County will receive \$134,657 in 2022. The Comfort Lake Forest Lake Watershed District will contribute up to \$35,000 for watercraft inspections. The Chisago Lakes Lake Improvement District will contribute up to \$3,000 toward equipment operation and expenses. As part of the program, up to \$10,000 will be transferred to the County Sheriff's Department for enforcement related activities. \$15,000 will be transferred to the Chisago County Water Plan fund 611 for AIS administration/coordination activities. No county levy funds are requested. It is anticipated that state AIS Prevention Aid funding will continue through 2022 and beyond.

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

Administrator's Recommendation

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



Bruce Messelt
County Administrator

COUNTY OF CHISAGO

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

Phone: 651-213-8830 FAX: 651-213-8876

Commissioners:

District 1
Lora Walker
District 2
Rick Greene
District 3
George McMahon
District 4
Ben Montzka
District 5
Mike Robinson

Commissioner McMahon offered the following resolution and moved its adoption:

RESOLUTION NO. 14/0820-1
RESOLUTION TO APPROVE, ACCEPT, AND IMPLEMENT AQUATIC INVASIVE SPECIES
PREVENTION AID PROGRAM

WHEREAS, Aquatic Invasive Species (AIS) are non-native aquatic organisms that invade water beyond their natural and historic range; and

WHEREAS, the Department of Natural Resources (DNR) has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; and

WHEREAS, the Minnesota State Legislature passed MN Statutes 477A.19 AIS Prevention Aid providing counties with funding to implement an AIS prevention program to include watercraft inspections, public awareness, signage, and enforcement; and

WHEREAS, a Priority Concern identified in the Chisago County Local Water Management Plan is the introduction and spread of AIS and their negative effect on water quality, navigation, recreation or fisheries; and

WHEREAS, objectives identified in the Chisago County Local Water Management Plan are to provide watercraft inspections and education on AIS at public water accesses throughout the County and proactively provide education and information on AIS; and

WHEREAS, Chisago County has some of the premier recreational lakes in the northeast metro area yet several AIS, including Eurasian Water Milfoil, Curlyleaf Pondweed and Zebra Mussels, are damaging the ecology of area lakes and St. Croix River; and

NOW THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby approves, accepts and will implement the Aquatic Invasive Species Prevention Aid program; and

BE IT THEREFORE FURTHER RESOLVED, that the Chisago County Board of Commissioners will submit this document to the DNR for acceptance pursuant to applicable Minnesota laws and rules; and

BE IT THEREFORE FURTHER RESOLVED, that Chisago County will implement an AIS Prevention Aid program on some or all public waters within their jurisdiction utilizing existing authorities and

the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a); and

BE IT THEREFORE FURTHER RESOLVED, that the Chisago County AIS Prevention Aid program will comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

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

IN FAVOR THEREOF: Greene, McMahon, Montzka, Robinson, Walker

OPPOSED: None

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

Approved: August 20, 2014

Attest:



Chase Burnham
Clerk, County Board



Richard Greene
Chair, County Board

2022 Chisago County Proposed Watercraft Inspection Program

Program Implementation

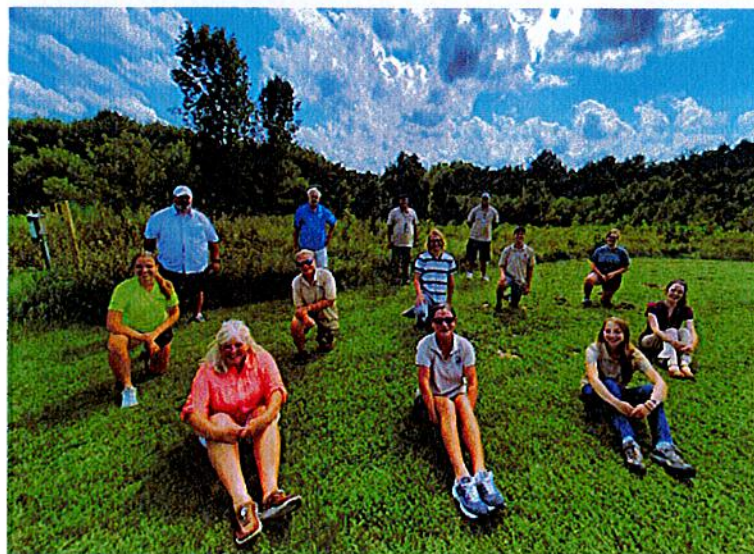
To implement the watercraft inspection program in 2022, Chisago County plans to enter into a Joint Powers Agreement with the Minnesota Department of Natural Resources for authority to conduct watercraft inspections. Additionally, a partnership will be formed between Chisago County and the Comfort Lake Forest Lake Watershed District to inspect watercraft at public water accesses in the District.

Funding for the program will be provided by the State of Minnesota through the Aquatic Invasive Species (AIS) Prevention Aid Program along with funding from the Comfort Lake-Forest Lake Watershed District and the Chisago Lakes Lake Improvement District. The Program helps fund prevention efforts including increased watercraft inspections, enforcement and education. Chisago County purchased an AIS decontamination unit that is to be rotated among the most heavily used public water accesses in Chisago and northern Washington Counties. These accesses include Bone, Chisago/South Lindstrom, Comfort, East Rush, Fish, Forest East, Forest West, Green, Little Green, North Center, South Center, St. Croix River – Osceola, Taylor's Falls Lions Municipal, and West Rush.

Watercraft Inspections

The equivalent of eight full-time Level 1, two full-time Level 2, and one part-time Lead Level 2 watercraft inspectors will be hired by Chisago County to perform inspections. Once trained and authorized, Level 1 inspectors inspect water-related equipment and prohibit the launching of equipment in waters of the state if the individual refuses to allow an inspection of their equipment or refuses to comply with aquatic invasive species laws.

Figure 1: Chisago County Watercraft Inspectors



Three Level 1 inspectors will provide coverage at northern Chisago County lakes, five Level 1 inspectors will be stationed in the Chisago Lakes area, and four Level 1 inspectors will be in the Comfort Lake-Forest Lake Watershed District. Two Level 2 inspectors will be hired to inspect and decontaminate watercraft. One Lead Level 2 watercraft inspector will provide in-field Watercraft Inspector monitoring, training, guidance, coordination and support.

Watercraft enforcement training was provided to officers of the Chisago County Sheriff's Department. Officers will provide support to watercraft inspectors and take shifts at public water accesses in Chisago County. An Aquatic Invasive Species Education Specialist will implement the countywide aquatic invasive species Communication and Education Plan. This position is year-round, combined with the Lead Level 2 Watercraft Inspector position.

The primary objective of the watercraft inspection program is to inform and educate the public on the threats of ecologically harmful aquatic invasive species to the lakes in Chisago and northern Washington County. The watercraft inspector works at public water accesses educating the public by providing information to watercraft users and conducting a brief survey while inspecting watercraft for aquatic invasive species.

Inspections will take place at the following public water accesses:

Bone	Little Green
Chisago/South Lindstrom	Minnesota Interstate Park
Comfort	North Center
Fish	Osceola
Forest Central	Rabour
Forest East	Rush East
Forest West	Rush West
Franconia	South Center
Goose	Spider
Green	Taylors Falls Lions Municipal
Horseshoe	Minnesota Wild River State Park
Kroon	Minnesota Wild River State Park –
Little	Sunrise Landing

The watercraft inspection season starts approximately one week before opening fishing weekend and ends in late-October.

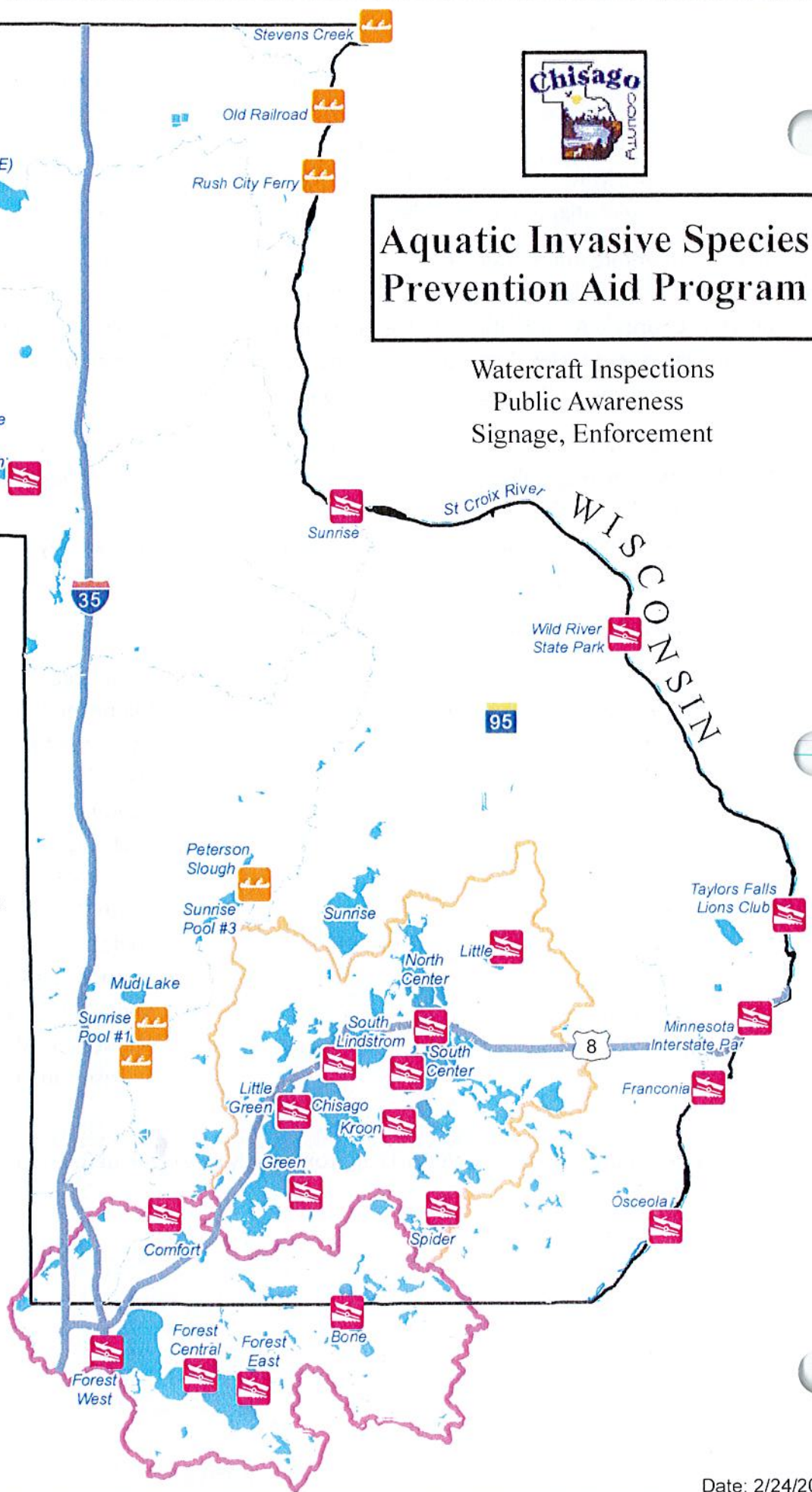
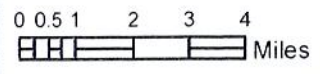


Aquatic Invasive Species Prevention Aid Program

Watercraft Inspections
Public Awareness
Signage, Enforcement

Legend

- Water Access (Trailer)
- Water Access (Carry in)
- Chisago Lakes Lake Improvement District
- Comfort Lake Forest Lake Watershed District



2022 Aquatic Invasive Species Prevention Aid Program**Income**

2022 AIS Prevention Aid Program	134,657
Carryover from 2021	94,495
Comfort Lake Forest Lake Watershed District	35,000
Chisago Lakes Lake Improvement District	3,000

Total Income 267,152

2022 Proposed Budget**Education Outreach**

No Child Left Inside Grant - Outreach Education to Schools	
Publications/Brochures	4,000
Education/Supplies/Display	1,500
Conferences/Training	500
Subtotal	6,000

Watercraft Inspections

(8) Level 1 Watercraft Inspectors - Equivalent to 7,360 hours	111,320
*2 Full-Time Level 1 Inspectors - CLFLWD 1,840 Hours	
*6 Full-Time Level 1 Inspectors - Chisago County 5,520 Hours	
(1.5) Level 2 Watercraft Inspector Decontamination - Equivalent to 840 hours	22,050
*1 Part-Time Level 2 Inspector - CLFLWD 350 Hours	
FICA, Medicare Match	11,000
(1) Full-Time Field Lead/Level 2 Watercraft Inspector/AIS Education Specialist - Equivalent of 1,560 hours	33,000
*1 Part-Time Lead/Level 2 Inspector - CLFLWD 180 Hours	
FICA, PERA, Social Security, Medicare Match, Insurance	11,000
Uniforms & Supplies	2,000
Sherriff's Department Water Patrol Watercraft Inspections	10,000
CD3 Station	2,000
Subtotal	202,370

Equipment

Watercraft Inspector Tablets, Power Cords, Supplies	1,500
Truck, Decontamination Unit. Boat, Supplies, Gas/Oil	5,500
Subtotal	7,000

Early Detection, Rapid Response

Zebra Mussel Plate Samplers	500
AIS Detector Program/Volunteer Training	1,500
Point Intercept Surveys	3,616
Zebra Mussel Veliger and Spiny Waterflea Sampling	
Rapid Response	5,000
Subtotal	10,616

Mileage	1,000
CLFLWD Reimbursement	5,000
St. Croix Basin AIS Coordination (Starry Trek, Early Detection)	6,085
Administration/Coordination	15,000
Contingency/Reserves	14,081

Total Expenses 267,152

DELEGATION AGREEMENT
Aquatic Invasive Species (AIS) Prevention
Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

Chisago County

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

- B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers
- C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.
- D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.
- E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.
- F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:
- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
 - ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
 - iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
 - iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
 - v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.
- G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.
- H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.
- I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

3. LIABILITY. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31; 2022. The agreement may be terminated with or without cause by 30-day written notice to the other Party.

5. ENTIRE AGREEMENT. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

6. AMENDMENTS. This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

To DNR:

Watercraft Inspection Program Coordinator
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul MN 55155-4025

To Governmental Unit:

Name/Title: Susanna Wilson Witkowski, Water Resource Manager

Governmental Unit: Chisago County

Address: 313 North Main Street, Center City, MN 55012

Address:

8. GOVERNING LAW AND VENUE. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. WAIVERS. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

10. STATE AUDITS. Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Steve Colvin

Title: Director, Division of Ecological and Water Resources

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date: _____

GOVERNMENTAL UNIT: Chisago County

By: _____

Title: _____

Date: _____

Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections.

Pursuant to Minnesota Statutes §471.59, Chisago County and the Comfort Lake-Forest Lake Watershed District (CLFLWD), enter into this cost-sharing agreement for the purpose of conducting watercraft inspections, as follows:

RECITALS

WHEREAS, the CLFLWD is located within Chisago and Washington Counties.

WHEREAS, Chisago County and CLFLWD contain multiple high value recreational lakes.

WHEREAS, aquatic invasive species including Eurasian Watermilfoil, Curly-leaf Pondweed, Flowering Rush, and Zebra Mussels are found in these lakes.

WHEREAS, Chisago County and CLFLWD share a goal of reducing the spread of aquatic invasive species.

WHEREAS, the primary means of spread of aquatic invasive species is via boats moving from one lake to another.

WHEREAS, there are 20 public water accesses (trailer) within Chisago County and an additional 4 public water accesses within the Washington County portion of the CLFLWD, 24 public water accesses in total.

WHEREAS, Chisago County and CLFLWD each separately has entered into a Delegation Agreement with the Minnesota Department of Natural Resources (DNR) that, subject to stated conditions, establishes its authority to perform aquatic invasive species inspections and manage access to water resources.

WHEREAS, it is the intent of this Agreement that CLFLWD provide Chisago County reimbursement for the costs incurred to conduct watercraft inspection activity as described in this agreement; and

WHEREAS, it is the intent of this Agreement that Chisago County provide funding to CLFLWD for CLFLWD to conduct water inspection activities on Comfort Lake in addition to and independent from those watercraft inspection activities as may be required of Chisago County to carry out on Comfort Lake as specified in this Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows and intend that it shall be legally binding:

1. **SCOPE OF SERVICES.** Chisago County will provide the following
 - a. Chisago County will employ, train and supervise up to five part-time seasonal watercraft inspectors. The employees will provide watercraft inspections on the 4 public water accesses within the Washington County portion of the CLFLWD: Forest Lake (3 accesses) and Bone Lake, along with inspections at Comfort Lake.
 - b. Chisago County and CLFLWD will coordinate informally on the allocation of inspector hours to specific accesses and times. Chisago County will allocate at least 250 inspection hours to the Comfort Lake access and such allocation shall be independent of those inspection activities that CLFLWD may conduct on Comfort Lake
 - c. Chisago County agrees that boat launch inspections will be performed by Department of Natural Resources certified inspectors and that all inspection activity will be conducted in accordance with the Delegation Agreement between Chisago County and the DNR; Minnesota Statutes chapter 84D; and other applicable legal requirements. Inspectors will record inspection information in accordance with protocols identified in inspector training and for the purposes of: (a) enabling the performance and outcome of the program to be assessed; and (b) supporting any enforcement activity that may occur.

2. **FEES FOR SERVICES AND REIMBURSEMENT**

- a. CLFLWD will reimburse Chisago County in an amount not to exceed \$35,000 for those costs incurred by Chisago County for employing watercraft inspectors at an hourly rate of up to \$22 per hour for Level 1 and Level 2 inspections.
- b. Chisago County and CLFLWD each will bear its own administrative costs.
- c. Chisago County will submit a reimbursement request to CLFLWD at mid-season and end of year for watercraft inspector wages and direct costs. Mileage will be reimbursed at the current IRS rate per mile. CLFLWD will pay Chisago County within 30 days of receiving a reimbursement request. Direct costs must be approved by CLFLWD and may include items such as uniforms or equipment purchases. The parties will agree on the disposition of any property purchased with funds provided under this Agreement.

3. **CHISAGO COUNTY FUNDING FOR CLFLWD INSPECTORS.** Independent of sections 1-2, above, Chisago County will fund the CLFLWD in the amount of \$5,000 for CLFLWD inspections at the Comfort Lake access during the term of this agreement. County payment will occur within 30 days of a CLFLWD written request for payment documenting CLFLWD has provided at least 250 inspection hours on Comfort Lake access.

4. **CONTRACT TERM.** The term of this agreement shall commence upon final signature and continue in full force and effect until the scope of service has been completed, or December 31, 2022, or the contract is terminated as provided herein, whichever occurs first. By December 31, 2022, Chisago County will report to CLFLWD on the inspection program. The parties will coordinate informally to determine the most useful framework and content of the report.

5. **TERMINATION OF CONTRACT.** The parties agree that this contract will not be terminated until the services are provided herein, unless there is a substantial failure to perform the duties herein. Termination for this reason requires 30 days' written notice, during which the parties will cooperate to identify and seek to resolve the performance issue.

6. **WATERCRAFT INSPECTORS.** Watercraft Inspectors referenced in section 1, above, are employees of Chisago County and shall at all times herein be considered Chisago County employees. These inspectors shall be subject to the personnel and other policies of Chisago County. CLFLWD shall not have authority to direct these inspectors.

7. **INDEMNIFICATION.** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its board members and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereby sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement constitutes: (a) agreement by either party to be responsible for the acts or omissions of the other party within the meaning of Minnesota Statutes §471.59, subdivision 1a; or (b) a waiver in part or whole of any immunity, defense or liability limit applicable to either party under law.

8. **INSURANCE.** In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability coverage limits not less than those prescribed under Minn. Stat. §466.04; and Workers Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

9. **ASSIGNMENT.** Neither Chisago County nor CLFLWD may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the written consent of the other, which consent shall not be unreasonably withheld.

10. **NON-WAIVER AND CUMULATION OF REMEDIES.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a

continuing waiver, but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.

11. DATA PRIVACY. Chisago County and CLFLWD agree to abide by the applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

12. RECORDS RETENTION AND AVAILABILITY/AUDIT. Chisago County and CLFLWD shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Chisago County, CLFLWD, and the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute §16C.05, subd. 5. The records may also be subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.

13. ENTIRE AGREEMENT. This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.

14. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

15. AMENDMENTS. This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.

(Signatures are contained/found on next Page)

IN WITNESS WHEREOF, Chisago County and CLFLWD have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

Approved at the Chisago County Board meeting this ____ day of _____

By _____

Chair of Chisago County Board

Date: _____

Attest by _____

Clerk of Chisago County Board

Approved as to form and execution:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 

Jeffrey B. Fuge
Assistant County Attorney

Dated: February 14, 2022

Approved at the Comfort Lake Forest Lake Watershed District meeting this ____ day of February, 2022.

By _____

President of Comfort Lake-Forest Lake Watershed District

Date: _____

Approved as to form and execution:

Attorney for
Comfort Lake-Forest Lake Watershed
Dated: _____

PERSONNEL REQUISITION

Date prepared: February 22, 2022

Position to be filled: Watercraft Inspector
Level 2

No.
Requesting: the
equivalent of 2
positions at 20
hours per week
minimum, up to
35 hours per
week = 2,520
hours

Date to be filled: April 22,
2022

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position
☐ Replacement For Whom?

Hours of Work:
daylight – 7 days a
week

Hours per Week:
20 hours per week
minimum, up to 35
hours per week

Grade Level:

Max Start Salary: \$17.50/hour

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Assist watercraft users with decontamination of their watercraft.
3. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
4. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
 - a. Graduation from high school or equivalent
 - b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
 - c. One-year experience as a watercraft inspector.
 - d. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
 - e. Computer/word processing skills.
2. Knowledge, skills and abilities
 - a. Excellent verbal communication skills.
 - b. Sound understanding of customer relations.
 - c. Ability to coordinate multiple tasks within a professional setting.
 - d. Ability to work independently with minimal supervision.
 - e. Sense of humor.

f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

- ☐ Internal only
- ☒ Internal & External
- ☒ Local Newspapers
- ☐ Minneapolis Sunday
- ☐ St. Paul Sunday

Merit System

- ☐ County Promotional
- ☐ State Promotional
- ☐ County Competitive
- ☐ State Competitive

Requested by & date: Kurt Schneider, March 2, 2022

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level:

Step Level:

Starting Salary:

Start date:

Comments:

POSITION: Watercraft Inspector Level 2

DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for: _____ Vacant Since: _____

Estimated Annual Personnel Costs (Including Benefits):

\$14,700 per employee equivalent X 1.5 = \$22,050

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐ Vehicle: \$ _____

☐ Desk/Office Set-up: \$ _____ Details: _____

☐ Telephone: \$ _____ Details: _____

☒ Computer: \$300 X 1.5 = \$450 Details: Tablet to record survey data at access

☒ Other: \$400 X 1.5 = \$600 Details: Uniforms, shirts, hats, rain coats, banners

TOTAL HARD COSTS: \$700 X 1.5 = \$1,050

TOTAL COSTS:

\$15,400 per employee equivalent X 1.5 = \$23,100

Financing of Position:

☐ Revenue Generated: \$ _____

☐ Grants: \$ _____

☐ Levy: \$ _____

This space is reserved for Human Resources comments:

TOTAL INCOME:

\$ _____

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial: _____

Chisago County

POSITION TITLE: Watercraft Inspector Level 2 Decontamination

DEPARTMENT: Environmental Services/Zoning

POSITION STATUS: Part Time Seasonal Temporary – 20 hours per week minimum, up to 35 hours per week, maximum 80 hours per pay period

REPORTS TO: Director of Environmental Services/Zoning,
Water Resource Manager

JOB OBJECTIVE

1. Inspect watercraft for Aquatic Invasive Species.
2. Assist watercraft users with decontamination of their watercraft.
3. Inform and educate the public on the threats of ecologically harmful aquatic invasive species to the lakes and rivers in Chisago County.
4. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

SUPERVISION RECEIVED

- Supervision provided by the Director of Environmental Services/Zoning, Water Resource Manager

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Educate the public on aquatic invasive species program and issues
- Operate and maintain decontamination equipment
- Distribute written information to watercraft users
- Inspect watercraft for invasive species
- Conduct a verbal survey and inspection inventory
- Adhere to Watercraft Inspector Scheduling Guidelines
- Enter survey data into tablet after each inspection
- Document and record research activities
- Compile and submit a year-end report
- Work in partnership with the Chisago County Sheriff's Department and the DNR Aquatic Invasive Species Program
- Operate and maintain/winterize Aquatic Invasive Species equipment including truck, decontamination unit and boat
- Participate in Aquatic Invasive Species outreach/education events
- Conduct early detection and baseline monitoring at public water accesses

- Other duties as assigned

PROGRAM STRUCTURE

The Watercraft Inspector Level 2 Decontamination is expected to work weekends (including Saturdays and Sundays), evenings and some holidays between Minnesota Fishing Opener through the third week of October. Inspector will be responsible for work schedule upon supervisor approval. Personal transportation is required. Scheduling can be flexible to work around adverse weather conditions.

DESIRED QUALIFICATIONS

1. Education and experience
 - a. Graduation from high school or equivalent
 - b. Currently pursuing, or completed, a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
 - c. One year experience as a watercraft inspector.
 - d. Valid Drivers License.
 - e. Computer/word processing skills.
2. Knowledge, skills and abilities
 - a. Excellent verbal communication skills.
 - b. Sound understanding of customer relations.
 - c. Ability to coordinate multiple tasks within a professional setting.
 - d. Ability to work independently with minimal supervision.
 - e. Sense of humor.
 - f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

TOOLS AND EQUIPMENT USED

Truck, decontamination unit, trailer, car, computer, telephone, calculator, copy machine, facsimile, survey recorder

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to drive a truck, set up and operate decontamination unit, operate pressure washer spray equipment, set up containment pad, reach with hands and arms, stand, walk, sit, talk or hear and use hands to finger, handle, feel or operate objects, tools or controls. The employee is occasionally required to climb or balance; stoop; kneel or crouch.

The employee must occasionally lift or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works at public water accesses. The employee will regularly encounter spray water drift. The employee can expect to work in a variety of weather conditions. No work will be performed during conditions of severe weather.

Moderate to loud noise levels such as operating the decontamination unit, running vehicles and boat motors can be expected.

GENERAL STATEMENT

Applicants for appointment to this position will be required to submit a formal application and may be subject to rating of education and experience, oral interview or reference check. Job related tests may be required of any applicant. Successful completion of DNR Level 2 training to operate decontamination unit is mandatory.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT CATEGORY

Grade:

Points:

Salary Range:
Effective Date:

Revision History:

PERSONNEL REQUISITION

Date prepared: February 22, 2022

Position to be filled: Watercraft Inspector
Level 1

No.
Requesting: the
equivalent of 3
positions at 40
hours per week
minimum =
2,760 hours

Date to be filled: April 22,
2022

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position
☐ Replacement For Whom?

Hours of Work:
daylight – 7 days a
week

Hours per Week:
40 hours per week
minimum.

Grade Level:

Max Start Salary: \$15/hour.
The hourly wage increases to
\$15.50 per hour if a Watercraft
Inspector has worked for three
or more consecutive
years/seasons.

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
3. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
 - a. Graduation from high school or equivalent
 - b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
 - c. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
 - d. Computer/word processing skills.
2. Knowledge, skills and abilities
 - a. Excellent verbal communication skills.
 - b. Sound understanding of customer relations.
 - c. Ability to coordinate multiple tasks within a professional setting.
 - d. Ability to work independently with minimal supervision.
 - e. Sense of humor.
 - f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

- ☐ Internal only
- ☒ Internal & External
- ☒ Local Newspapers
- ☐ Minneapolis Sunday
- ☐ St. Paul Sunday

Merit System

- ☐ County Promotional
- ☐ State Promotional
- ☐ County Competitive
- ☐ State Competitive

Requested by & date: Kurt Schneider, March 2, 2022

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level:

Step Level:

Starting Salary:

Start date:

Comments:

POSITION: Watercraft Inspector Level 1

DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for: _____ Vacant Since: _____

Estimated Annual Personnel Costs (Including Benefits):

\$13,800 per employee equivalent X 3 = \$41,400

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐ Vehicle: \$ _____

☐ Desk/Office Set-up: \$ _____ Details: _____

☐ Telephone: \$ _____ Details: _____

☒ Computer: \$300 X 3 = \$900 Details: Tablets to record survey data at accesses

☒ Other: \$400 X 3 = \$1,200 Details: Uniforms, shirts, hats, rain coats, banners

TOTAL HARD COSTS: \$700 X 3 = \$2,100

TOTAL COSTS:

\$14,500 per employee equivalent X 3 = \$43,500

Financing of Position:

☐ Revenue Generated: \$ _____

☐ Grants: \$ _____

☐ Levy: \$ _____

This space is reserved for Human Resources comments:

TOTAL INCOME:

\$ _____

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial: _____

Chisago County

POSITION TITLE: Watercraft Inspector Level 1

DEPARTMENT: Environmental Services/Zoning

POSITION STATUS: Part Time Seasonal Temporary – 20 hours per week minimum, maximum 40 hours per week and 80 hours per pay period

REPORTS TO: Director of Environmental Services/Zoning,
Water Resource Manager

JOB OBJECTIVE

1. Inspect watercraft for Aquatic Invasive Species.
2. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
3. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

SUPERVISION RECEIVED

- Supervision provided by the Director of Environmental Services/Zoning, Water Resource Manager

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Educate the public on aquatic invasive species program and issues
- Distribute written information to watercraft users
- Inspect watercraft for invasive species
- Conduct a verbal survey and inspection inventory
- Adhere to Watercraft Inspector Scheduling Guidelines
- Enter survey data into tablet after each inspection
- Document and record research activities
- Work in partnership with the Chisago County Sheriff's Department and the DNR Aquatic Invasive Species Program
- Participate in Aquatic Invasive Species outreach/education events.
- Conduct early detection and baseline monitoring at public water accesses.
- Other duties as assigned

PROGRAM STRUCTURE

The Watercraft Inspector Level 1 is expected to work weekends (including Saturdays and Sundays), evenings and some holidays between Minnesota Fishing Opener through the third week of October. Inspector will be responsible for work schedule upon supervisor approval. Personal transportation is required. Scheduling can be flexible to work around adverse weather conditions.

DESIRED QUALIFICATIONS

1. Education and experience
 - a. Graduation from high school or equivalent
 - b. Currently pursuing, or completed, a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
 - c. Valid Drivers License or the ability to make alternative travel arrangements to fulfill the duties of the job.
 - d. Computer/word processing skills.
2. Knowledge, skills and abilities
 - a. Excellent verbal communication skills.
 - b. Sound understanding of customer relations.
 - c. Ability to coordinate multiple tasks within a professional setting.
 - d. Ability to work independently with minimal supervision.
 - e. Sense of humor.
 - f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

TOOLS AND EQUIPMENT USED

Car, computer, telephone, calculator, copy machine, facsimile, survey recorder

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to reach with hands and arms; stand; walk; sit; talk or hear and use hands to finger, handle, feel or operate objects, tools or controls. The employee is occasionally required to climb or balance; stoop; kneel or crouch.

The employee must occasionally lift or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works at public water accesses. The employee can expect to work in a variety of weather conditions. No work will be performed during conditions of severe weather.

Moderate noise levels such as running vehicles and boat motors can be expected.

GENERAL STATEMENT

Applicants for appointment to this position will be required to submit a formal application and may be subject to rating of education and experience, oral interview or reference check. Job related tests may be required of any applicant. Successful completion of DNR Level 1 training is mandatory.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT CATEGORY

Grade:

Points:

Salary Range:

Effective Date:

Revision History:



February 9, 2022

Susanna Wilson Witkowski
Water Resource Specialist
Chisago County
313 North Main Street
Center City, MN 55012

Dear Ms. Wilson Witkowski:

The Wild Rivers Conservancy of the St. Croix and Namekagon would like to offer our services for aquatic invasive species (AIS) prevention and planning. Currently, The Conservancy is working to implement a watershed-wide AIS Strategic Plan addressing AIS threats in the St. Croix River watershed. We believe it is critical to look at the watershed as a whole, and seek your support to ensure that complementary efforts for AIS prevention and management, as identified in the plan, are carried out in Chisago County.

Our previous efforts have shown that there is need for continued coordinated efforts to reduce the impacts, slow the spread, and/or reduce the devastation caused by AIS. Looking ahead for 2022, The Conservancy seeks to:

- Coordinate among St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
- Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival. Roll over funding will ensure participation at both the festival.
- Coordinate and conduct Zebra mussel veliger sampling on approximately eleven Chisago County lakes/sites. (Specific lakes to be determined).
- Coordinate and conduct Spiny water flea tows on approximately eleven Chisago County lakes/sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be determined).
- Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2022. We aim to reach 20 volunteers while visiting lakes determined by the MAISRC.
- Coordinate and organize a 2022 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
- Host at least one regional workshop in Chisago County in the spring of 2022 with roll over funds, gathering citizen scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area. Previous workshop topics have been on Zebra mussels, Eurasian watermilfoil and invasive Phragmites.

The Conservancy requests **\$6,085.00 from Chisago County AIS** to work with Chisago County to see that the above goals, strategies, and actions are implemented in Chisago County.

Breakdown of the funding is located in the chart below:

Activity	Activity Description	Total Activity Cost	Chisago County AIS Funds Requested
General Support for Regional AIS Coordination	\$3,000.00 for general coordination and inclusion in regional work. this includes the regional AIS workshop for 2021 & Decontamination Blitz weekend.	\$3,000.00	\$0
Zebra mussel Early Detection	\$1,100 sample processing (\$100/ sample, 11 lakes/sites) +\$235 mileage (@ \$0.54/mi for 430 miles total) +\$1,000 sampling time (1 boat driver, 1 sampler @ \$25/hr each for 40 hrs) = \$2,335.00	\$2,335.00	\$2,335.00
Spiny water flea Early Detection	\$1,100 sample processing (\$100/ sample, 11 lakes/sites)	\$1,100.00	\$1,100.00
Starry Trek	\$2,400.00 coordination & hosting time (48 hrs @ \$50/hr) +Space rental (\$250 estimate) = \$2,650.00	\$2,650.00	\$2,650.00

Wild Rivers Conservancy's mission is to inspire stewardship to forever ensure the rare ecological integrity of the St. Croix and Namekagon Riverway. With an approach based on partnerships, The Conservancy is working to realize a vision for the St. Croix as a place where rivers run free and clean, a diverse habitat sustains our unique and diverse flora and fauna, people have access to our National Park and the park flourishes, towns throughout the basin thrive, and people celebrate the river. Protecting the St. Croix from AIS threats is a crucial component of the Conservancy's Strategic Plan, and we hope to expand the scope and reach of this important work with your support.

If you have any questions, please do not hesitate to contact me at (715) 483-3300 or dryun@wildriversconservancy.org or Wild Rivers Conservancy Invasive Species Coordinator, Katie Sickmann at ksickmann@wildriversconservancy.org

Sincerely,

Deb Ryun

Deb Ryun, Executive Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WILD RIVERS CONSERVANCY AND CHISAGO COUNTY**

THIS AGREEMENT is made and entered into by the Wild Rivers Conservancy, located at 1015 N Cascade Street, PO Box 938, Osceola, WI 54020 and Chisago County, located at 313 North Main Street, Center City, MN 55012 for implementation of an Aquatic Invasive Species (AIS) Strategic Plan for the St. Croix Basin.

DELIVERABLES:

The Wild Rivers Conservancy will provide personnel and equipment to:

1. Coordinate among St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
2. Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival. Roll over funding will ensure participation at both festivals.
3. Coordinate and conduct zebra mussel veliger sampling on approximately eleven Chisago County lakes/sites. (Specific lakes to be determined.)
4. Coordinate and conduct Spiny water flea tows on approximately eleven Chisago County lakes/sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be determined.)
5. Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2022. We aim to reach 20 volunteers while visiting lakes determined by the MAISRC.
6. Coordinate and organize a 2022 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
7. Host at least one regional workshop in Chisago County in the spring of 2022 with roll over funds, gathering citizen scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area. Previous workshop topics have been on Zebra mussels, Eurasian watermilfoil and invasive Phragmites.

Chisago County will:

1. Fully engage in the AIS Strategic Planning and implementation process and provide information as requested to complete and implement the AIS Strategic Plan.
2. Participate in the review and implementation of the AIS Strategic Plan.
3. Upon satisfactory completion of work, pay the Wild Rivers Conservancy limit not to exceed \$6,085 during the Memorandum of Understanding period.

TERM OF CONTRACT:

The terms of this Memorandum of Understanding shall be from January 1, 2022 through December 31, 2022 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

TERMINATION OF CONTRACT: Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

1. Termination by either party shall require at least 30 days written notice to the other party to the Agreement.
2. Wild Rivers Conservancy will provide true and correct copies (including paper, electronic, photo, and digital) of all pertinent working and archived files in the possession of Wild Rivers Conservancy to the County within 30 days after termination of the agreement.

AUTHORIZED REPRESENTATIVE: In order to facilitate communication necessary to carry out the work contemplated in this Memorandum of Understanding, the Parties designate the following authorized representatives, respectively:

Wild Rivers Conservancy:

Deb Ryun
Executive Director
Wild Rivers Conservancy
1015 N Cascade Street
PO Box 938
715-483-3300
debryun@wildriversconservancy.org

Chisago County:

Susanna Wilson Witkowski
Chisago County Water Resource Manager
Chisago County Government Center
313 North Main Street, Room 243
Center City, MN 55012
651-213-8380
susanna.wilson@chisagocountymn.gov

INDEMNIFICATION: Notwithstanding any other provisions to the contrary each Party to this agreement agrees to be responsible for its own acts and omissions for any activity under this agreement. Each agrees to defend, indemnify and hold harmless, the other and its officers, employees and agents for any and all claims arising out of activities related to the service provided under this agreement.

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators.

DATA PRIVACY: All data collected, created, received, or used for any purposes in the course of SCRA's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. The contractor agrees to abide by these statutes, rules and regulations as in effect and as amended.

RECORD DISCLOSURES/MONITORING: Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Wild Rivers Conservancy relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate. Wild Rivers Conservancy agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

COMPLIANCE WITH LAW: Wild Rivers Conservancy shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

INDEPENDENT CONTRACTOR: Parties agree that Wild Rivers Conservancy is acting as an independent contractor under this agreement.

SUBCONTRACTING AND ASSIGNMENT: Wild Rivers Conservancy shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, Wild Rivers Conservancy is responsible for the performance of all subcontractors.

CHISAGO COUNTY:

By: _____
Rick Greene, Chairman Date
Chisago County Board of Commissioners

Witnessed: _____
Clerk to the Board Date

WILD RIVERS CONSERVANCY

By: _____
Chair, Wild Rivers Conservancy Date

Reviewed: _____
Witnessed: Executive Director Date

REVIEWED AS TO FORM:



Jeffrey B. Fuge Date
Assistant County Attorney
Chisago County Attorney's Office

memo

Project Name | 2022 Chisago County Point-Intercept Surveys
To / Contact info | Susanna Wilson
Cc / Contact info |
From / Contact info | Greg Grasko, PE, Jimmy Marty
Regarding | Southeast Bay of East Rush Lake Point-Intercept Survey

Date | 2/15/2022

EOR was requested to provide aquatic macrophyte a point-intercept survey cost estimate for the southeast Bay of East Rush Lake for consideration by the County. A web mapping task is also provided. Costs for performing these surveys are described below.

Proposed Tasks & Assumptions

Surveys will be conducted in July/August to target peak aquatic plant diversity.

Task 1: Southeast Bay of East Rush Lake Aquatic Plant Point-Intercept Survey

The southeast bay of East Rush Lake is approximately 320 acres, all of which are considered littoral. To estimate the effort needed to conduct the survey, EOR created a 125 x 125 meter sampling grid that was overlaid onto the surface area of the lake. This point interval is wider than typical (and wider than the 100 x 100 meter grid used for the main body of East Rush), but suitable for the bay due to the uniformity of depth and its wide, contiguous basin. It is assumed that there will be approximately 90 sampling points in the littoral zone (with additional sampling locations added at near-shore locations where aquatic plant diversity is typically highest). Field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take 12 hours over one day. An additional 9 hours will be required to develop maps in GIS and a create a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee-21 hours including report summary, mileage, and GPS rental = \$3,234

Assumptions: one County staff member will assist with the survey and will provide a boat to conduct the work

Task 2: Web Mapping

EOR will create an interactive web map of 2022 aquatic macrophyte point-intercept survey data for the southeast bay of East Rush Lake. Web maps will include point data that users can click to view all species and vegetation densities observed at a given point. Links to web maps will be included in the 2022 summary memo for each lake. The links will be publicly accessible. Map presentation will use a similar style to the web maps delivered in 2021.

Web maps will be hosted by EOR for 3-years free of charge. EOR incurs fees from a third party for hosting the web maps in the cloud. These fees are currently nominal for a project this size; however, it is unknown if this will change in the future. Ongoing maintenance costs will be reviewed after three years at which time EOR will determine if a pass-through fee will be required to maintain the site. Should a fee be required, the County will have the option to discontinue service to avoid paying the fee. Future requested revisions to the web maps will be billed at EOR's regular hourly rates.

EOR Fee-3.5 hours = \$382

EOR is an Equal Opportunity Affirmative Action Employer

**AGREEMENT BETWEEN
EMMONS & OLIVIER RESOURCES, INC. AND CHISAGO COUNTY**

THIS AGREEMENT is made and entered into by Emmons & Olivier Resources, Inc., hereinafter referred to as "EOR", located at 7030 6th Street North, Oakdale, Minnesota, 55128, and Chisago County, located at 313 North Main Street, Center City, 55012, for implementation of 2022 Point-Intercept Surveys for Chisago County.

DEFINITION:

Aquatic Macrophyte Point Intercept Survey means the process of collecting data through field surveys and sampling of the population of aquatic plants that are present in or near bodies of water, whether emergent, submergent or floating, for the purpose of developing maps and other resources used for aquatic plant management and planning.

DELIVERABLES:

EOR will provide personnel and equipment to:

1. Conduct an aquatic macrophyte point-intercept survey for the Southeast Bay of East Rush Lake in Chisago County in 2022.
2. Develop maps in GIS and provide a summary memo describing the distribution, density and floristic quality of the aquatic plant community for the Southeast Bay of East Rush Lake in Chisago County in 2022.
3. Develop an interactive web map of 2022 aquatic macrophyte point-intercept survey data for the Southeast Bay of East Rush Lake in Chisago County.

This work performed and the maps developed will be consistent with the description provided in EOR Memo dated February 15, 2022, which is attached hereto as Exhibit A and incorporated herein.

Chisago County will:

1. Provide staff and use of the Chisago County water resources boat to assist with conducting an aquatic macrophyte point-intercept survey for the Southeast Bay of East Rush Lake in Chisago County in 2022.
2. Pay a sum not to exceed \$3,616.00 to EOR upon satisfactory completion of work during the contract period.

DURATION OF CONTRACT:

The terms of this Agreement shall be from January 1, 2022 through December 31, 2022 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

TERMINATION OF CONTRACT: Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

1. Termination by either party shall require at least 30 days written notice to the other party to the Agreement.
2. EOR will provide true and correct copies (including paper, electronic, photo, and digital) of all pertinent working and archived files in the possession of EOR to the County within 30 days after termination of the agreement.

AUTHORIZED REPRESENTATIVE: In order to facilitate communication necessary to carry out the work contemplated in this Agreement, the Parties designate the following authorized representatives, respectively:

Emmons & Olivier Resources, Inc.

Greg Grasko
Water Resources Engineer
Emmons & Olivier Resources, Inc.
7030 6th Street North
Oakdale, MN 55128
651-770-8448
ggrasko@eorinc.com

Chisago County

Susanna Wilson Witkowski
Chisago County Water Resource Manager
Chisago County Government Center
313 North Main Street, Room 243
Center City, MN 55013
651-213-8380
susanna.wilson@chisagocounty.us

INDEMNIFICATION: Notwithstanding any other provisions to the contrary each Party to this agreement agrees to be responsible for its own acts and omissions for any activity under this agreement. Each agrees to defend, indemnify and hold harmless, the other and its officers, employees and agents for any and all claims arising out of activities related to the service provided under this agreement.

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators.

DATA PRIVACY: All data collected, created, received, or used for any purposes in the course of EOR's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. The contractor agrees to abide by these statutes, rules and regulations as in effect and as amended.

Our company is a collaborator with the University of Minnesota's aquatic plant survey database project. By default, survey data will be shared with the researchers and made available on a public database to inform management and monitor long-term trends. If you do not wish to share your survey data, please notify us in writing.

RECORD DISCLOSURES/MONITORING: Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of EOR relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate EOR agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

COMPLIANCE WITH LAW: EOR shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

INDEPENDENT CONTRACTOR: Parties agree that EOR is acting as an independent contractor under this agreement.

SUBCONTRACTING AND ASSIGNMENT: EOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. EOR is responsible for the performance of all subcontractors.

CHISAGO COUNTY:

By: _____
Chair of the Board, Chisago County Board of Commissioners Date

Witnessed: _____
Clerk to the Board Date

EMMONS & OLIVIER RESOURCES, INC.

By: _____
Emmons & Olivier Resources, Inc. Date

APPROVED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge February 22, 2022
Jeffrey B. Fuge Date
Assistant County Attorney

Chisago County Request for Board Action

Meeting Date: March 2, 2022	Item Number: 11
Title of Item for Consideration: RAISE Grant Support Letter – US Highway 8	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: The County Board of Commissioners wrote and approved a letter of support for the RAISE Grant for Highway 8 on May 19 th , 2021.	
Background: The United States Federal Government's RAISE Grant funds address critical capacity, access and safety issues. The US Highway 8 project will enhance system performance, improve corridor safety for motorists and pedestrians, and support local/regional economic and community development. US Highway 8 in Chisago County is currently used by over 22,000 vehicles a day, which utilizes the two-lane highway. This not only causes safety and congestion issues; it severely restricts economic development along the corridor. Additionally, the corridor lacks any sort of bicycle and pedestrian facilities. This project will construct approximately 6.5 miles of the Swedish Immigrant Regional Trail that will connect into the Hardwood Creek and Sunrise Prairie Regional Trails. In addition to local vehicle traffic, the highway is used for a variety of economically significant activities. These include commercial freight, agricultural traffic, and commuter traffic to and from the Minneapolis-St. Paul metropolitan area. There is also significant traffic on weekends, and throughout the vacation season, as travelers move between Minneapolis-St. Paul and Northwest Wisconsin. Attachment(s): • 2022 RAISE Grant Letter of Support • Resolution 20/0519 – 2021 RAISE Grant Support Resolution • May 19th 2021 RAISE Grant Letter of Support	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for a RAISE Grant from the US Government for US Highway 8. The following motion is suggested; <i>“Move to approve a letter of support for a RAISE Grant from the US Government for US Highway 8.”</i>	
Implications of Action: Approval will show the Chisago County Board of Commissioners support for the US Government to support the US Highway 8 project. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	

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



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

March 2nd, 2022

The Honorable Pete Buttigieg
Secretary, US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Mr. Buttigieg,

We write to request your strong consideration of Chisago County's application for funding through the United States Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. If awarded, the funding would be used to complete the US Highway 8 Reconstruction Project. This critical project expands eight miles of US Highway 8 between Interstate 35 and Karmel Avenue in the cities of Wyoming, Chisago City, and Forest Lake, Minnesota.

The corridor is part of the National Highway System and is vital to the local and regional economy. It connects the region to the Twin Cities metropolitan area, Wisconsin and beyond. The project will enhance system performance, improve corridor safety for motorists and pedestrians, and support local/regional economic and community development.

RAISE Grant funds will address critical capacity, access and safety issues along the eight-mile segment of US Highway 8 that the Highway 8 Corridor Study identified. Currently, over 22,000 vehicles a day utilize the two-lane highway. This not only causes safety and congestion issues; it severely restricts economic development along the corridor. Additionally, the corridor lacks any sort of bicycle and pedestrian facilities. This project will construct approximately 6.5 miles of the Swedish Immigrant Regional Trail that will connect into the Hardwood Creek and Sunrise Prairie Regional Trails.

In addition to local vehicle traffic, the highway is used for a variety of economically significant activities. These include commercial freight, agricultural traffic, and commuter traffic to and from the Minneapolis-St. Paul metropolitan area. There is also significant traffic on weekends, and throughout the vacation season, as travelers move between Minneapolis-St. Paul and Northwest Wisconsin.

This project will greatly benefit the highway network and meet the priority objectives of the DOT's funding programs by emphasizing highway safety, local and regional economic competitiveness and vitality, and addressing rural challenges.

For the reasons above, I urge your full consideration of the Chisago County's application for the US Highway 8 Reconstruction Project. If you have any questions or need additional information, please contact Joe Triplett, Chisago County Public Works Director | County Engineer directly at 651-213-8708.

Sincerely,

Chair, Richard Greene

Comm. Marlys Dunne

Comm. Chris DuBose

Comm. Ben Montzka



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS
Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663
Phone: 651-213-8830 FAX: 651-213-8876

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka

Commissioner Montzka offered the following resolution and moved its adoption:

RESOLUTION NO. 20/0519-1 2021 RAISE GRANT SUPPORT RESOLUTION

WHEREAS, The U.S. Department of Transportation released a Funding Opportunity to apply for \$1 billion in Fiscal Year (FY) 2021 discretionary grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants; and

WHEREAS, Funds for the RAISE Transportation grants are to be awarded on a competitive basis for projects that will have a significant local or regional impact, and

WHEREAS, Funding provided under National Infrastructure Investments have supported capital projects which repair bridges or improve infrastructure to a state of good repair; projects that implement safety improvements to reduce fatalities and serious injuries, including improving grade crossings or providing shorter or more direct access to critical health services; projects that connect communities and people to jobs, services, and education; and, projects that anchor economic revitalization and job growth in communities, and

WHEREAS, TH 8 is a vital interregional corridor that serves a variety of transportation needs; and

WHEREAS, TH 8 has become increasingly strained due to high levels of daily commuters, large trucks and spikes in weekend recreational traffic; and

WHEREAS, TH 8 has significant safety, mobility and access issues; and

WHEREAS, the Chisago County Board of Commissioners supports this program and its Public Works Director in pursuing and applying for funds from this program for the following projects:

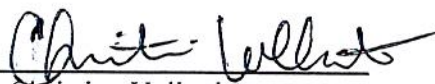
NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners does hereby support the application and pursuit of funds from the 2021 RAISE Transportation Grant Program for reconstruction of TH 8.

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

IN FAVOR THEREOF: DuBose, Dunne, Greene, Robinson, Montzka
OPPOSED: None.

Whereupon the proclamation was declared duly passed and adopted.

Approved: May 19, 2021

Attest: 
Christina Vollrath
Clerk of the Board


Chris DuBose
Chair, County Board





COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

May 19th, 2021

The Honorable Pete Buttigieg
Secretary, US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Mr. Buttigieg,

We write to request your strong consideration of Chisago County's application for funding through the United States Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. If awarded, the funding would be used to complete the US Highway 8 Reconstruction Project. This critical project expands eight miles of US Highway 8 between Interstate 35 and Karmel Avenue in the cities of Wyoming, Chisago City, and Forest Lake, Minnesota.

The corridor is part of the National Highway System and is vital to the local and regional economy. It connects the region to the Twin Cities metropolitan area, Wisconsin and beyond. The project will enhance system performance, improve corridor safety for motorists and pedestrians, and support local/regional economic and community development.

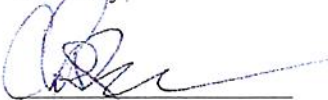
RAISE Grant funds will address critical capacity, access and safety issues along the eight-mile segment of US Highway 8 that the Highway 8 Corridor Study identified. Currently, over 22,000 vehicles a day utilize the two-lane highway. This not only causes safety and congestion issues; it severely restricts economic development along the corridor. Additionally, the corridor lacks any sort of bicycle and pedestrian facilities. This project will construct approximately 6.5 miles of the Swedish Immigrant Regional Trail that will connect into the Hardwood Creek and Sunrise Prairie Regional Trails.

In addition to local vehicle traffic, the highway is used for a variety of economically significant activities. These include commercial freight, agricultural traffic, and commuter traffic to and from the Minneapolis-St. Paul metropolitan area. There is also significant traffic on weekends, and throughout the vacation season, as travelers move between Minneapolis-St. Paul and Northwest Wisconsin.

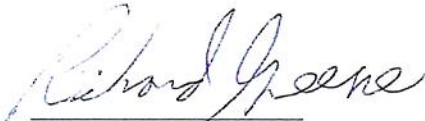
This project will greatly benefit the highway network and meet the priority objectives of the DOT's funding programs by emphasizing highway safety, local and regional economic competitiveness and vitality, and addressing rural challenges.

For the reasons above, I urge your full consideration of the Chisago County's application for the US Highway 8 Reconstruction Project. If you have any questions or need additional information, please contact Joe Triplett, Chisago County Public Works Director | County Engineer directly at 651-213-8708.

Sincerely,


Chair, Chris DuBose


Comm. Marlys Dunne


Comm. Richard Greene


Comm. Ben Montzka


Comm. Mike Robinson

Chisago County Request For Board Action

Meeting Date: March 2, 2022	Item Number: 12		
Title of Item for Consideration: Authorization to Transfer Funds and Annual Carryover of Dedicated Funds			
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer		
Previous Action on this Matter:			
Background: Governmental Accounting Standards give the County Auditor-Treasurer authority to designate the restricted and assigned dedicated funds for the County Balance Sheet. However, in order to easily track these funds a budget adjustment to the current budget needs to be made and for transparency purposes the Board should approve these adjustments that outline the carryover amounts from the 2021 budget into the 2022 budget. Attachment(s): Transfer Requests			
Action Requested/Recommended: The County Board is respectfully requested to approve the 2021 fund transfers and budget adjustments so financial reporting requirements will be adhered to. The following motion is recommended; <i>“move to approve the 2021 fund transfers and budget adjustments so financial reporting requirements will be adhered to.”</i>			
Implications of Action: If the transfers and budget adjustments are approved our financial reporting requirements will be adhered to. Budget/Financial Implications: None Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.			
Administrator's Recommendation			
Approve _____	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

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March 2022
Chisago County Board Dates

CORR.

Wednesday, March 2nd

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Wednesday, March 9th

Budget and Finance Committee Meeting

3:00 pm Chisago County Boardroom

Wednesday, March 16th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Friday, March 18th

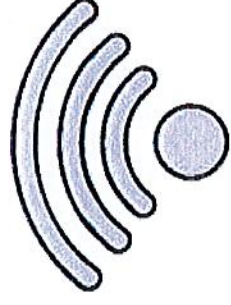
Chisago County Board of Commissioners Workshop

9:00 am Chisago County Boardroom

Wednesday, March 23rd

Chisago County – A Conversation on the Rural Narrative – Ben Winchester

6:00 – 8:00 pm Performing Arts Center - Chisago Lakes High School



COMMUNITY

A Conversation on The Rural Narrative
Guest Speaker Ben Winchester

Tuesday, March 22, 2022

6:00 – 8:00 PM

Performing Arts Center - Chisago Lakes High School



Association of
Minnesota
Counties

How AMC Works for Chisago County

How Chisago County Shaped AMC in 2021

- **Environment & Natural Resources Policy Committee:** Commissioner Chris DuBose
- **General Government Policy Committee:** Commissioner Rick Greene
- **Health & Human Services Policy Committee:** Commissioner Marlys Dunne
- **Public Safety Policy Committee:** Commissioner Ben Montzka
- **Transportation & Infrastructure Policy Committee:** Commissioner Mike Robinson

AMC's Role in Continued Pandemic Response

- **American Rescue Plan (ARP) Funding and Assistance:** AMC advocated alongside NACo for direct relief funds to counties. This resulted in ARP funds for Chisago County of \$10,989,807. AMC staff provided significant technical assistance to counties throughout 2021 to help guide planning and implementation of ARP spending.
- **State Business Support Funds:** During the December Special Session, AMC worked with legislators to draft a business relief program that include \$116 million in additional monies to county government to help them assist their business and non-profit communities affected by executive orders. AMC continued its outreach and education services to provide counties resources, guides, and examples on how to set up programs during tight timelines. From this advocacy work, Chisago County received \$1,117,288.
- **State and Federal Policy Assistance:** Throughout the year, AMC staff worked very hard to provide technical assistance and other information to help counties navigate the rapidly changing landscape of state and federal policies and mandates that impacted county operations.

National Opioid Settlement

- Through AMC's leadership, local governments across Minnesota will directly receive \$222 million from the national opioid settlements to address the consequences of substances use disorders and implement measures to abate this public health crisis.
- AMC's persistence in negotiations with statewide partners ensured counties received the majority of settlement dollars available to Minnesota and resulted in all 87 counties agreeing to the settlement terms.

2021 Legislative Successes

- The Legislature approved \$70 million for the State Border-to-Border Broadband Grant Program from the ARPA Capital Projects Fund. This is the largest, multi-year investment in the broadband grant program's history.
- The Local Public Health Grant received an additional \$7 million. For your local Community Health Board this means an increase of \$43,661.
- \$8.328 million in FY 2021 was allocated to reimburse counties for the county share of DHS errors related to substance use disorder services within institutions of mental disease (IMDs). This relieves Chisago County of the burden of repaying \$66,326.
- The Legislature made permanent four priority DHS-granted waivers and modifications that were first implemented during the COVID-19 peacetime emergency. These waivers increase efficiency and improve service delivery.
- The first increase to the CCA subsidy and CPO reimbursement since 2017 was approved in the amount of \$2.642 million over the FY22/FY23 biennium.
- \$100 million in Housing Infrastructure Bonds were authorized to leverage local, federal, and private investment and spur development that otherwise would not occur.
- The Legislature allocated \$20 million per year, starting in FY 2023 for a county aid program surrounding youth homelessness prevention.

Events and Education

- The COVID-19 pandemic prevented several planned in person meeting opportunities during the first half of 2021. Thank you to all AMC members for your quick adaptation to the changes brought about by the pandemic—because of your commitment to the association and your willingness to participate in AMC events in this new way, we were still able to fulfill our mission of bringing counties together and connecting them on issues of importance to the entire state.
 - AMC's Legislative Conference was successfully held virtually, and we had excellent attendance from our members. While we were disappointed to not be able to host our typical, in-person "Day at the Capitol" during this conference, we were fortunate to have had an exceptional lineup of presenters that included a legislative panel composed of former county commissioners, a Q & A session with Gov. Tim Walz, a presentation on the federal relief negotiations by National Association of Counties (NACo) Executive Director Matt Chase, and a presentation on the impact of COVID-19 on Minnesota's workforce by State Demographer Susan Brower.
 - County Government 101 was postponed until July due to COVID, so we developed a comprehensive virtual program for the newly elected officials beginning in January and continued every month for the first half of the year.
 - Our Spring District Meetings were our first step into in-person meetings in eighteen months. While we were cautious, we were thrilled to have record attendance numbers and see so many members face-to-face again.
 - AMC'S Fall Policy Conference our first large in-person event that was very well attended. In addition to policy committee meetings and platform development, there were timely updates on ARPA and the Opioid Settlement.
 - AMC's Annual Conference was held in-person and was well attended.
- **Preferred Business Partners:** The AMC PBP Program was designed to give companies the greatest exposure to county officials and employees for their investment. AMC Business Partners are uniquely positioned to build and deepen relationships with county officials in all 87 Minnesota counties. There is no other program in the state that focuses on nurturing the critical and growing relationship between county government and business.
- **2021 Research, Engagement, and Education:** AMC delivered or facilitated delivery of the following programs:
 - *County Leadership Programs* with Pathways for new administrators, Practical Leadership 1.0 and 2.0 (new for this year), Collective Bargaining & Negotiation Bootcamp, and more.
 - *Research and Special Projects* including county research requests and survey development consultation, Minnesota County Datapile with 200 data points for county reports and grant writing, and more.