



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, June 1, 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.) Directors Report TAB 1

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

2.) Payment of County's Warrants for HHS TAB 2

3.) MN Department of Human Services County Grant Contract Amendment – Respite Care 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 TAB 1

2.) HHS Committee Recommendation – Payment of County's Warrants for HHS TAB 2

3.) HHS Committee Recommendation – MDH Grant Contract Amendment – Respite Care TAB 3

4.) Payment of County's Warrants and Miscellaneous Bills TAB 4

5.) Minutes from the May 18, 2022 Regular Meeting TAB 5

6.) Renewal of Liquor, Wine, Club or 3.2% Licenses TAB 6

MN Inter-County Association County Visit – Matt Massman, Executive Director

Other County Business:

7.) Snowmobile Maintenance and Grooming Applications TAB 7

8.) KGRED, LLC/BARBAC, LLC – Final Plat "Poor Farm Meadows" TAB 8

9.) Moving County E-Mail to the Microsoft Government Cloud TAB 9

10.) County Administrator Employment Review – June 15th, 2022 TAB 10

11.) ARPA Expenditure - School Grant Program TAB 11

12.) Tax/CAMA Software – Tyler Technologies TAB 12

13.) Part Time Records Clerk/Transcriptionist – CCSO TAB 13

14.) Acceptance of a Donation - Trailer from Lakes Region EMS TAB 14

Discussion Items:

- Administrator Updates/March Schedule

- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners





CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St. Room 230
Center City, MN 55012

TAB #1

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-8808
North Branch	651-213-5200
Fax- Center City	651-213-5685
Fax- North Branch	651-213-8955
Public Health	651-213-5231
Veterans Service	651-213-5605

Memo To: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: May 25, 2022

I. Department Updates/Highlights: Legislative Highlights

The State Legislature wrapped up session late Sunday night. They were unable to reach any agreement on the Health and Human Services Omnibus Spending Bill. The Senate Bill focused heavily on investments in workforce, nursing homes, and group homes; while the House Bill focused on housing, homelessness, and childcare. Both bills included legislation around the Basic Sliding Fee (BSF), the Family First Prevention Services Act (FFPSA) implementation including funding, and investments in child welfare prevention and childcare stabilization.

However, both Houses were able to pass the Omnibus Mental Health Bill and the Omnibus Health and Human Services Policy Bill.

Some of the highlights from the Mental Health Bill include agreement and funding for competency examinations and restoration, directions to Department of Human Services (DHS) requiring that the Legislature be notified when DHS makes any substantial changes to grant funding formulas, and funding for Adult Mental Health Initiatives (AMHI). This requires that no AMHI region receive less than the amount the region received in FY22 and it adds an increase in base funding of \$20 million per year starting in 2025.

Some highlights for HHS in the Health and Human Services Policy Bill include allowing mental health data to be provided to law enforcement under some circumstances and adding community corrections and local law enforcement to multidisciplinary adult protection team. It also increases the SNAP income eligibility from 165% of the federal poverty level to 200%, and makes additional revisions to the Vulnerable Adult Act, providing more authority and consistent guidance to Adult Protective Services.

The outstanding questions are whether or not the Governor will call a special session for the legislature to complete its work, and if the House and Senate will be able to come together on a Health and Human Services Spending Bill.

Public Health conducted their "Community Family Celebration" last Friday at the Main Street Church in North Branch (See Flyer). The event was well attended by families and everyone expressed appreciation. The event was funded by grants from Blue Cross Blue Shield and United Way. Additionally, there were many local vendors there, including: St. Croix River Education District, Head Start, Children's Dental Service, Family Pathways, Blue Cross Blue Shield, Chisago County Health and Human Services, and others. The goal of the event was to inform the community of services available through Health and Human Services and other local agencies.

Minnesota Department of Human Services has issued an update on the MnCHOICES Revision Project. They are now anticipating that it will launch after the third quarter of 2022 and are planning on issuing a progress update by July 20, 2022.

II. Financial Notes:

Health and Human Services continues to be on track with this year's budget. We are currently working on the 2023 budget projections but will probably not receive our allocation notices from the state until mid to late June.

III. Staffing Updates:

Public Health has three new staff starting May 31st and a fourth starting a week later. Health and Human Services has also hired a new Fiscal Operations Staff. We are currently in the process of interviewing for multiple open Financial Worker positions and hope to be making job offers shortly.

IV. Review of Requests for Board Action:



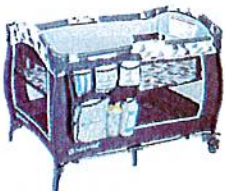
COMMUNITY FAMILY CELEBRATION!

Friday, May 20th, Main Street Church, NB

Chisago County Public Health Nurses will be hosting a 2-part family celebration. This celebration is for pregnant & parenting families with kiddos from birth to age 5.

- From **10am to noon**, we will be celebrating pregnant & parenting families with kiddos from birth to age 1, with a **BABY SHOWER!**
- From **noon-1pm**, we will enjoy a **FREE lunch**.
- From **1pm-3pm**, we welcome all families with kiddos ages 5 & under, to an **EARLY CHILDHOOD CELEBRATION!**
- **RSVP** via Facebook or to **651-213-5229** for extra raffle tickets!

Please come to either or both events, for a chance to win:



THANK YOU TO OUR



FREE raffles every 15 minutes!

Learn about local resources!

FREE Lunch!

Speakers!

Connect with other families!

FREE Prizes!

Main Street Church
6500 Main Street, North
Branch, MN 55056

RSVP on Chisago County Public Health Facebook or to the number below for 2 extra raffle tickets!

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CHISAGO COUNTY
BOARD OF COMMISSIONERS

June 1, 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>
5/20/2022	\$158,291.89		County's Warrants
5/20/2022	\$17,209.94	6/1/2022	Auditor's Warrants
5/27/2022	\$37,312.69		County's Warrants
5/27/2022	\$25,645.18	6/1/2022	Auditor's Warrants

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

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Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 3
Title of Item for Consideration: MN Department of Human Services County Grant Contract Amendment – Respite Care	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of a Respite Care Grant application previous year.	
Background: Families of children receiving county, county contracted or tribal Rule 79 children mental health case management services, are caring for children with a severe emotional disturbance who have special needs and often have challenging behaviors. Providing support for these families is critical to the child's and family's success. Respite care services are a frequently requested support service for these families. In 2015 the Minnesota Legislature expanded the monies provided for children's mental health respite care grants to serve 500-1,000 additional children and their families. Attachment(s): Chisago County Contract Amendment – Respite Care 2022	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the State of Minnesota Department of Human Services COUNTY Grant Contract Amendment – Respite Care 2022. The suggested motion is as follows: <i>“Move to approve the State of Minnesota Department of Human Services COUNTY Grant Contract Amendment – Respite Care.”</i>	
Implications of Action: Approval of the Grant amendment will allow Chisago County to expand the eligibility criteria of respite care services for children with emotional disturbance or severe emotional disturbance. Budget/Financial Implications: This Grant will be funded by State dollars. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. Subject to County Attorney approval as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Amendment No. 3 for Grant Contract No. 173038

Contract Start Date:	04/01/2020	Original Contract Amount:	\$35,566
Original Contract Expiration Date:	06/30/2021	Previous Amendment(s) Total:	\$ 23545
Current Contract Expiration Date:	06/30/2021	This Amendment:	\$11773
Requested Contract Expiration Date:	12/31/2022	Total Contract Amount:	\$ 70884

This amendment ("Amendment") is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Behavioral Health Division ("STATE") and Chisago County Health and Human Services, located at 313 North Main Street, Room 230, Center City, MN 55012, an independent contractor, not an employee of the State of Minnesota ("GRANTEE").

Recitals

1. STATE has a grant contract with GRANTEE identified as Grant No.178038 to provide planned and/or emergency children's mental health Respite Care (RC) services for eligible children and families. Respite Care (RC) program must have the goal of reducing family stress and/or decreasing the likelihood of further out of home placement (Original Grant Contract);
-
2. The Original Grant Contract is being amended because STATE and GRANTEE agree that additional time and funds are necessary for the satisfactory completion of the grant contract;
-
3. STATE and GRANTEE agree to amend the contract as stated below:

Contract Amendment

In this Amendment, changes to Original Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 1.2, "Expiration date" is amended as follows:

1.2. Expiration date. This CONTRACT is valid through ~~June 30, 2022~~ December 31, 2022, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

REVISION 2: Clause 2, "Grantee's Duties," is amended as follows:

2. GRANTEE'S DUTIES. Clause 2.1 "Duties", (b.) COUNTY will promote and ensure equal access of Respite Care services to all youth with an emotional disturbance (ED) or severe emotional disturbance (SED) and their families in accordance with Minnesota Statutes 245.4889 subd. 1 (b)(3), 245.4889 subd. 4, and all other related or applicable DHS Policies, Minnesota Administrative Rules and Minnesota Statutes as amended and/or enacted by the legislature. COUNTY will meet with individuals and organizations from underserved communities. Underserved Communities (UC) include people who are experiencing disparities because of race, ethnicity, language or social status, income, inability to access care, and other barriers to receiving services their region. COUNTY will collaborate with organizations representing UC, as well as individuals in UC, with the goal of promoting greater access to RC services.

(f.) COUNTY will submit quarterly reports to STATE indicating the number, characteristics, and demographics of youth served by RC as well as the types of services provided. The COUNTY will use the SNAP survey system to report demographic information and outreach to people and organizations from UC. COUNTY will submit quarterly reports to the STATE using the SNAP survey system. Reports will be submitted according to the following schedule:

Service Period	Quarterly Report Due Date
July 1, 2021 – September 30, 2021	October 31, 2021
October 1, 2021 – December 31, 2021	January 31, 2022
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 31, 2022
<u>July 1, 2022 – September 30, 2022</u>	<u>October 31, 2022</u>
<u>October 1, 2022 – December 31, 2022</u>	<u>January 31, 2023</u>

REVISION 3: Clause 3.1, subclauses 3.1.a., "Compensation," and 3.1.c., "Total obligation," only, are amended as follows:

a. **Compensation.** GRANTEE will be paid in accordance with Attachment B "Revised Revenue and Budget" for SFY 2021 and in accordance with "Attachment B-12, Budget" for SFY 2022-2023.

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed ~~fifty-nine thousand one hundred eleven dollars (\$59,111)~~. Seventy thousand eight hundred eighty four dollars.(\$70,884.00)

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature page follows

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. GRANTEE

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): _____

Title: _____

Date: _____

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 1, 2022

TAB # 4

Payment of County's Warrants & Miscellaneous Bills

Bills Paid \$235,120

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

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, May 18, 2022

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, May 18, 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, 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. Motion seconded by Dunne, the motion **passed** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board opened the Road and Bridge Committee of the Whole at 6:30 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 DuBose, seconded by Dunne, the Board moved items 1-2 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 6:38 p.m. 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 Consent Agenda. 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 – SP 013-623-010 LRIP Agreement

RESOLUTION NO. 22/0518-1
EXHIBIT E FOR GRANT AGREEMENT TO STATE
TRANSPORTATION FUND LOCAL ROAD IMPROVEMENT PROGRAM
GRANT TERMS AND CONDITIONS SP 013-623-010

WHEREAS, Chisago County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$500,000 by reason of the lowest responsible bid;

NOW THEREFORE, BE IT RESOLVED that Chisago County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

- 3.) Minutes from the May 4, 2022 Meeting
- 4.) 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.

- 5.) Applications for Abatements (reduction) of Property Taxes
- 6.) Renewal of Liquor, Wine, Club or 3.2% Licenses
- 7.) Authorization to Transfer Funds and to Approve Annual Carryover of Dedicated Funds
- 8.) 2022A Refunding Debt Budget Adjustment

Presentation – Annual Medical Examiner Report – Dr. A. Quinn Strobl

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

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

CITIZENS FORUM

TIME – 7:00 p.m. **END TIME** – 7:00 p.m.
of SPEAKERS - 0

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution No. 22/0518-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Kaminski Estates located at 53145 Bayberry Avenue, Amador Township, (PID #06.00149.00). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

**RESOLUTION NO. 22/0518-2
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF
KAMINSKI ESTATES**

WHEREAS, Nicholas Kaminski & Alison Kaminski, property owners, and Brad Brunet, applicant, submitted an application dated received February 9, 2022 and considered complete on February 15, 2022 for the Preliminary Plat of Kaminski Estates; and

WHEREAS, the subject site is generally located at the northeast corner of North Lake Drive W. / CSAH 2 and Bayberry Avenue in Nessel Township and is located in the Agricultural (AG) District / Shoreland Management District; and

WHEREAS, the subject site is 38.8 acres in size and legally described as:

PID 06.00149.00

*The Southwest Quarter of the Southwest Quarter of Section 3, Township 37, Range 22,
Chisago County, Minnesota.*

EXCEPTING THEREFROM all that part of Southwest Quarter of the Southwest Quarter of Section 3, Township 37 North, Range 22, lying westerly of the centerline of existing town road (now known as Bayberry Avenue) and lying north of the south 660 feet thereof.

WHEREAS, notice was provided and on April 7, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission determined that the application did not include sufficient information to complete a thorough review of the proposed Preliminary Plat and tabled the request in order to allow the applicant time to submit additional supporting documentation, specifically compliance with the County's Home Site Area standard and septic system requirements; and

WHEREAS, the Planning Commission continued its review of the application on May 5, 2022 and recommended approval of the Preliminary Plat of Kaminski Estates with conditions, per Resolution No. PC2022-0503; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its May 18, 2022 meeting and determined the Preliminary Plat of Kaminski Estates to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Kaminski Estates is approved per plat drawing dated signed April 27, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Prior to request for Final Plat and when ground and weather conditions allow, the County shall verify the soils report and soil borings for suitability of septic systems and the wetland delineation.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution No. 22/0518-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving a Conditional Use Permit allowing a Major Home Occupation at 30761 Mattson Lane in Chisago Lake Township (PID #02.00853.10). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

**RESOLUTION NO. 22/0518-3
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT
ALLOWING A MAJOR HOME OCCUPATION ON PROPERTY LOCATED AT
30761 MATTSON LANE IN CHISAGO LAKE TOWNSHIP**

WHEREAS, Justin Lupkes & Katie Lupkes, property owners and applicants, submitted an application dated received March 24, 2022 and considered complete on April 4, 2022 for a Conditional Use Permit allowing a Major Home Occupation on property located at 30761 Mattson Lane in Chisago Lake Township; and

WHEREAS, the subject site is located in the Rural Residential II (RRII) District;
and

WHEREAS, the subject site is 2.00± acres in size and legally described as:

PID 02.00853.10

The land referred to herein is situated in the state of Minnesota, Chisago County described as follows:

That part of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 31;

Township 34 North, Range 20 West, described as follows:

Commencing at the northeast corner of said Section 31; thence South 89 degrees 58 minutes 45 seconds West assumed bearing along the north line of said Northeast Quarter, a distance of 2603.30 feet;

thence South 29 degrees 27 minutes 59 seconds West, a distance of 90.18 feet;

thence Southerly, a distance of 287.53 feet along a tangent curve, concave to the East, having a radius of 310.55 feet and a central angle of 53 degrees 02 minutes 57 seconds;

thence Southerly, a distance of 79.38 feet along a tangent curve, concave to the West, having a radius of 431.52 feet and a central angle of 10 degrees 32 minutes 22 seconds, to a point hereinafter known as "Point A";

thence continuing Southerly along the last above described curve, a distance of 291.99 feet (central angle of 38 degrees 46 minutes 13 seconds); thence South 25 degrees 43 minutes 36 seconds West, a distance of 91.92 feet;

thence South 64 degrees 16 minutes 24 seconds East, a distance of 100.00 feet;

thence South 48 degrees 41 minutes 02 seconds East, a distance of 273.47 feet to the point of beginning of the parcel to be described;

thence continuing South 48 degrees 41 minutes 02 seconds East, a distance of 192.00 feet;

thence North 13 degrees 22 minutes 21 seconds East, a distance of 567.42 feet to the intersection with a line that bears South 71 degrees 35 minutes 32 seconds East from said "Point A";

thence North 71 degrees 35 minutes 32 seconds West, a distance of 160 feet to the intersection with a line that bears North 14 degrees 33 minutes 54 seconds East from the point of beginning;

thence South 14 degrees 33 minutes 54 seconds West, a distance of 491.59 feet to the point of beginning.

WHEREAS, notice was provided and on May 5, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP with conditions, per Resolution No. PC2022-0501; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its May 18, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04 C:

- | | |
|------------|--|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C. |

- Factor #2 The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
- Finding #2 Being that the proposed Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 The proposed Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors.
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 The proposed Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. There is no evidence to suggest that the appearance of the existing single family dwelling or proposed accessory structure have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 The subject site is zoned Rural Residential II (RRII) District and is currently developed with a single family home and the property owners / applicants have applied for a building permit for the proposed accessory structure. Both single family homes and accessory structures are permitted in the RRII District. Further, Major Home Occupations are allowed within the Rural Residential II (RRII) District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is compatible with the existing land use.
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;

- Finding #6 The Zoning Ordinance defines Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Rural Residential II (RRII) District.
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on Mattson Lane, Lofton Avenue / CSAH 24, or other surrounding roadways.
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8 The County finds that the proposed Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors. The proposed Major Home Occupation will not be open to the public, further limiting potential for noise.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the request for CUP, subject to the following conditions:

1. The Major Home Occupation shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the written narrative and site plan dated received March 24, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Any change involving enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment.
3. The Major Home Occupation shall be allowed to be conducted within an accessory structure and no outdoor storage or display shall be permitted.
4. Hours of operation shall be 8:00 am – 8:00 pm seven days a week.
5. The Major Home Occupation shall be open to the public only for item pick-up or drop-off by appointment.
6. There shall be no more than two employees in addition to those persons residing in the dwelling.
7. The Major Home Occupation shall be allowed the use of one business vehicle and one trailer and both shall be stored inside the attached garage or accessory structure.

8. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
9. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
10. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

On motion by DuBose, seconded by Montzka, the Board moved to approve Resolution No. 22/0518-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, denying a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District Pertaining To Bed and Breakfast Establishments. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

RESOLUTION NO. 22/0518-5
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, DENYING A TEXT AMENDMENT TO ZONING
ORDINANCE SECTION 5.09 RURAL RESIDENTIAL II (RRII) DISTRICT
PERTAINING
TO BED AND BREAKFAST ESTABLISHMENTS

WHEREAS, Zoning Ordinance Section 5.09 states that the purpose of the Rural Residential II (RRII) District is to provide a transition area between agricultural areas and higher density rural residential areas; and

WHEREAS, Zoning Ordinance Section 5.09 Rural Residential II (RRII) District provides *“Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.”* as an allowable Conditional Use; and

WHEREAS, Jennifer Arriola & Mark Arriola, applicants, submitted an application dated received April 1, 2022 and considered complete on April 4, 2022 for a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District, C. Conditional Uses, 10. Bed and breakfast establishments in order to eliminate the requirement that the structure be deemed to be of historical or architectural significance; and

WHEREAS, notice was provided and on May 5, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended denial of the request, per Resolution No. PC2022-0502; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its May 18, 2022 meeting and determined that the request was not consistent with the intent of the County's Zoning or Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby denies the request for Text Amendment based on the following findings:

The proposed Text Amendment could have the following impacts in the RRII District:

1. Potential for increase in traffic;
2. Depending on the size of the property, there could be potential for parking concerns; and
3. Depending on the size of the property, there could be potential for noise concerns.

On motion by DuBose, seconded by Dunne, the Board moved to accept the approval of the Implementation Policy Committee and to approve the Lower St. Croix Comprehensive Watershed Management Plan, Annual Plan of Work for 2022-2023, as presented. 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 transfer of up to \$4,375 from CIP ESD-0106 Kost Dam Park ADA Ramp Mud Jacking Repair project to the CIP ESD-00064 Sunrise Prairie Regional Trail subgrade corrections and repair project. 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 accept the 2021 Annual Report of Chisago County Parks and Trails Division of the Environmental Services Department. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to accept the May 11th Budget and Finance Report. 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 deferring PWKS-0168 & PWKS-0206 (1-ton pick up trucks) from the 2022 CIP to the

2023 CIP, however County Engineer Joe Triplett should order the trucks now so possession of the trucks can be taken in 2023 and additionally use 2022 CIP funds allocated for the Harris Wash Bay (\$275k) to be used to purchase the Brine Equipment, with the additional \$10k needed for the inflationary costs of the Brine Equipment to come from 2022 unallocated CIP funds and the increased cost to the sign truck, \$6,700 from unallocated 2022 CIP funds. 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 attached 2023 DRAFT Budget and Levy Department schedule. 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 hiring a .6 Parks Office Support and a .4 Admin/HR Office position. 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 County Administrator to have authority to approve \$1,000 purchases using ARPA funds without Board approval due to timing restraints. 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 allocating \$2,132 in ARPA funds for a canoe, electric motor, lithium battery for use in testing county waters that are not accessible with a boat launch. 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 allocating \$4,200 in ARPA funds for 2 laptop computers and software for the two UMN Extension staff members and their programming. 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 allocating \$60,000 in APRA funds to update the County's COOP and Emergency Operations Plans. 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 set up a county-wide broadband meeting with Hometown Fiber to discuss the county's \$3 million commitment to the county's broadband infrastructure. The committee decided to host a meeting on Tuesday, May 24th at 5:00 p.m. at the Chisago County Government Center. 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 2022 State of Minnesota Federal Boating Safety Supplemental Patrol Grant. 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 contract between Chisago County and Wendy Cook and David Cook for Emergency Foster Care. 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 Professional/Technical Services Contract between Mackenzie Halfen and 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 Student Affiliation Agreement with University of Northwestern-St. Paul for offering clinical experiences for qualified nursing students preparing for nursing careers. 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 State of Minnesota Department of Human Services County Grant Contract amendment - Child and Teen Checkups Program 2021 – 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to approve the JPA with the State of Minnesota Department of Corrections – Prosecution Services – MCF-Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Discussion Broadband Meeting/ARPA – Tuesday, May 24th at 5:00 p.m.

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 8:23 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



CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 1, 2022

TAB #6

*Renewal of Liquor, Wine, Club or 3.2% Licenses
Period – June 30, 2022 to June 30, 2023*

- Station on 17 – Peterson Kopp Inc.
- Stacy Lions Club – Stacy Lions Club
- Almelund Ball Park – Almelund Lions Club
- Falcon Ridge Golf Course – Wayne Butt

******* All Applications with the Clerk of the Board*******

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Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 7
Title of Item for Consideration: Snowmobile Maintenance and Grooming Applications	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor's Office
Previous Action on this Matter: Annually the Board of Commissioners is asked to approve the snowmobile clubs applications. The applications were last approved May 19 th , 2021.	
Background: The Chisago County Board of Commissioners must act as the legal sponsor for each application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by independent snowmobile clubs. Chisago County has two (2) snowmobile organizations requesting sponsorship: North Branch Sno-Drifters and the Rush City Sno-Bugs.	
Attachment(s): - Resolutions (2) - 'Authorizing Sponsorship of Snowmobile Trails Operated by <i>Club Name</i>' - Maintenance and Grooming Application (2) (<i>available on request</i>)	
Action Requested/Recommended: The County Board is respectfully requested to approve the above-denoted resolutions, approving the Maintenance and Grooming Applications for the North Branch Sno-Drifters and the Rush City Sno-Bugs. The following motion is suggested;	
<i>"Move to approve the Maintenance and Grooming Applications for the North Branch Sno-Drifters and the Rush City Sno-Bugs."</i>	
Implications of Action: By approving the resolutions the County will act as the legal sponsor for the applications for funding from the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the two (2) clubs.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

BOARD AGENDA
June 1, 2022

**Authorizing Sponsorship of Snowmobile Trails
Operated by the North Branch Sno-Drifters**

RESOLUTION NO. 22/0601-X
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE NORTH BRANCH SNO-DRIFTERS

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the North Branch Sno-Drifters.

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the Chisago County Board of Commissioners may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.

BOARD AGENDA
June 1, 2022

**Authorizing Sponsorship of Snowmobile Trails
Operated by the Rush City Sno-Bugs**

RESOLUTION NO. 22/0601-X
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE RUSH CITY SNO-BUGS

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Rush City Sno-Bugs.

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the Chisago County Board of Commissioners may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.

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Chisago County Request For Board Action

Meeting Date: June 1, 2022	Item Number: 8
Title of Item for Consideration: KGRED, LLC/BARBAC, LLC – Final Plat “Poor Farm Meadows”	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	
Background: KGRED, LLC and BARBAC, LLC, property owners, are seeking approval of “Poor Farm Meadows”, a final plat proposal generally located at the northwest corner of 410th Street / CR 81 and Poor Farm Road in Sunrise Township (PID 09.00034.20). The final plat consists of 30.53+/- acres and proposes four (4) new residential lots. The Poor Farm Meadows preliminary plat was approved on March 16, 2022. The Final Plat of Poor Farm Meadows has been reviewed and found consistent with preliminary approval and is recommended for approval via passage of the attached County Board Resolution. Attachment(s): - Poor Farm Meadows Final Plat - County Board Resolution 22/0601-___ (Draft for Adoption)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Poor Farm Meadows final plat. The suggested motion to approve this action is as follows: <i>“Move to Approve Resolution 22/0601___, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Final Plat of Poor Farm Meadows, located in Sunrise Township, at the northwest corner of 410th Street / CR 81 and Poor Farm Road (PID 09.00034.20).”</i>	
Implications of Action: Recommended Board action will grant the requested Final Plat in Sunrise Township and create 4 new residential lots. 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	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0601-____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF POOR FARM MEADOWS AS REQUESTED BY KGRED, LLC AND BARBAC, LLC

WHEREAS, KGRED, LLC and BARBAC, LLC, property owners and applicants, submitted a request for the Final Plat of Poor Farm Meadows on May 20, 2022; and

WHEREAS, the subject site is generally located at the northwest corner of 410th Street / CR 81 and Poor Farm Road in Sunrise Township and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 30.53± acres in size and is legally described as:

PID 09.00034.20

*The East Half of Southeast Quarter of Southeast Quarter (E1/2 of SE1/4 of SE1/4) and the East Half of West Half of Southeast Quarter of Southeast Quarter (E1/2 of W1/2 of SE1/4 of SE1/4),
all in Section Four (4), Township Thirty-Five (35), Range Twenty (20),
Chisago County, Minnesota*

WHEREAS, the Preliminary Plat of Poor Farm Meadows was recommended for approval by the Planning Commission on March 3, 2022 and approved by the Board of Commissioners on March 16, 2022; the Board of Commissioners considered the request and the Planning Commission's recommendation at its March 16, 2022; and

WHEREAS, the Final Plat submitted on May 20, 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 Poor Farm Meadows, subject to the following conditions:

1. The Final Plat is approved as submitted on May 20, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.

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

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

Approved: June 1, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

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Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 9
Title of Item for Consideration: Moving County E-Mail to the Microsoft Government Cloud	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: Technology and cyber security have advanced to the point that Chisago County has the opportunity to move the local email servers and email archive solutions to the Microsoft Government cloud utilizing the Microsoft O365 services. This upgrade will save the County money as well as deliver more flexible options to the end users. Please see the attached Chisago County and the Cloud document for further detail. The Microsoft Government Cloud has been vetted by the State of MN and approved. Attachment(s): - Chisago County and the "Cloud" white paper - Jatheon Email Archive Solution Quote	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the Enterprise Services Director, Jon Eckel to purchase the upgraded E-mail archive and other required solutions for MS O365, and move the Chisago County end user e-mail to the Microsoft O365 government cloud. The following motion is suggested: <i>"Move to authorize the Department of Enterprise Service Director to proceed with the move of Chisago County E-mail services to the Microsoft O365 government cloud including the purchase of an upgraded Cloud based e-mail archive solution."</i>	
Implications of Action: Chisago County will be able to provide a superior email delivery solution without negatively impacting the operations budgets. Budget/Financial Implications: No additional budget adjustment needed. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County and “Cloud” Services



**Department of Enterprise
Services**

Cloud services have become the new way for vendors to deliver applications to end users. Chisago County has implemented a number of cloud based solutions and will be migrating other applications to the cloud in the near future.

The first question that needs to be answered is: "What is the Cloud?"

Techopedia Explains Cloud Services

www.techopedia.com/definition/29017/cloud-services

Cloud services provide many IT services traditionally hosted in-house, including provisioning an application/database server from the cloud, replacing in-house storage/backup with cloud storage and accessing software and applications directly from a web browser without prior installation.

There are three basic types of cloud services:

Software as a service (SaaS)

Infrastructure as a service (IaaS)

Platform as a service (PaaS)

Cloud services provide great flexibility in provisioning, duplicating and scaling resources to balance the requirements of users, hosted applications and solutions. Cloud services are built, operated and managed by a cloud service provider, which works to ensure end-to-end availability, reliability and security of the cloud.

Chisago County is currently delivering the following major applications to the end users via the Cloud:

- 1) UKG (HR and Payroll application)
- 2) Evidence.com (Sheriff's Office evidence pictures, video and audio recordings)
- 3) Microsoft TEAMS (Video conferencing, telephone and collaboration / file sharing)
- 4) Microsoft OneDrive (Secure file sharing with external partners)
- 5) Microsoft SharePoint (Secure workflow, and file management / sharing)
- 6) Open Gov (Budget publication and planning)
- 7) Easy CIP (Capital budgeting and 5 year budget planning)
- 8) Civic Plus (County WEB site and Intranet site)
- 9) Civic HR (Job postings and applications)
- 10) Gas Boy (Fuel management system for Public Works)
- 11) Axon body and dash cameras (Sheriff's Office)
- 12) HHS State applications via State of MN Cloud (SSIS, MAXIS, etc.)
- 13) Eagle View (Aerial photos and building information for Assessor's)
- 14) DUO (Multi Factor Authentication MFA)
- 15) Pager Duty (HHS, and DES on call staff)

These applications will be moving to the cloud in the near future:

- 1) Microsoft Exchange (E-Mail, and E-Mail archiving)
- 2) Tax and Cama (Tyler Technologies for Auditor and Assessor)
- 3) On premise desktop phones will be moving to MS TEAMS
- 4) ESRI GIS (County map data)

Typically as systems are upgraded they become "cloud enabled" at this time I expect the following applications to be able to be delivered via the Cloud over the next 1-4 years:

- 1) IFS (County financial system)
- 2) Land Records (County Recorder application)
- 3) Pro Phoenix (Sheriff's Office records management, computer aided dispatch CAD, and jail management applications)
- 4) Permitting application (Zoning)
- 5) PH Docs (Public Health)
- 6) CSTS (Probation)
- 7) LENS (Co Attorneys software)
- 8) Building security video
- 9) User network data stores (G: and H: drives)

Risks to moving applications to the Cloud:

Moving to the Cloud is not without some risks. The biggest risk is the fact that all Cloud services are accessed via the Internet. If the internet goes down or becomes slow the Cloud services are negatively impacted. Currently there are 2 paths to the Internet from the Courthouse, Frontier and MidCo. Two paths to the Internet does reduce the risks somewhat, however Cyber issues can have large, wide area effects.

Budget impacts of using Cloud services:

In many cases there are significant cost savings realized by moving applications to the Cloud, assuming that the applications and infrastructure are vendor managed. As an example, by moving the desk telephones, Microsoft Exchange (E-Mail), and the TAX/CAMA applications to the cloud we will be able to eliminate over 26 servers inside of the Chisago County data centers. This has a budget savings for capital purchases of over \$200,000.00 every 4 to 5 years. With a yearly Microsoft software costs savings of over \$10,122.00.



Created On:

Pricing Quote

May 11, 2022

Valid Until:

06 / 30 / 2022

Chisago County, MN

Prepared by

Dennis Wilton
Phone: 6512138204
Email: dennis.wilton@chisagocountymn.gov

Jeff Marlow
Phone: 303-536-1880
Email: jmarlow@jatheon.com

Jatheon Cloud

Jatheon Cloud is a cloud-based email and social media archiving software that solves organizations' long-term data archiving, compliance and ediscovery challenges.



Running on AWS infrastructure, Jatheon Cloud stores enterprise data in accordance with industry's top security and privacy standards and ensures high levels of data availability and 99.999999999% durability.

With the best advanced search in the industry built for extremely large volumes of data, a complete compliance and ediscovery feature set and an innovative approach to retention policies and legal case management, Jatheon Cloud streamlines the search, management and export of business-critical electronic records while providing the highest security on the market.

KEY FEATURES

eDiscovery

- **Advanced Search** – Create and execute complex searches by using 30+ criteria including Boolean, proximity and fuzzy operators, keyword lists and metadata search.
- **Saved Searches** – Save complex or periodical searches for future reference and re-run them in a single click. Saved searches can be shared to give specific users limited access to specific data.
- **Tagging** – Create tags to organize your own email, apply retention policies or apply legal hold when anticipating litigation.
- **Advanced Message Management Options** – Various email options such as forward, reply, reply to all, restore and download as well as advanced options like private notes, view headers and more.
- **Customizable retention policies** – Create an unlimited number of email retention policies to schedule specific data deletion, alert in keyword match or create manual review workflows.
- **Audit Trail** – Optimize ediscovery, monitor user activity and prevent data tampering with fully

SKU	Product/service description	MSRP	Users	GOV Discount	Subtotal
JCLOUD000000X	Jatheon Cloud Email Archiving Price per user for 1 year	\$40.00	500	-\$4,000.00	\$16,000.00
				Discount	-\$4,000.00
				Subtotal	\$16,000.00
				Total	\$16,000.00

Additional discounts of 5% for each year prepaid.

Two year prepay

SKU	Product/service description	MSRP	Users	GOV Discount	Subtotal
JCLOUD000000X	Jatheon Cloud Email Archiving Price per user for 2 years	\$80.00	500	-\$10,000.00	\$30,000.00
				Discount	-\$10,000.00
				Subtotal	\$30,000.00
				Total	\$30,000.00

Three year prepay

SKU	Product/service description	MSRP	Users	GOV Discount	Subtotal
JCLOUD000000X	Jatheon Cloud Email Archiving Price per user for 3 years	\$120.00	500	-\$18,000.00	\$42,000.00
				Discount	-\$18,000.00
				Subtotal	\$42,000.00

Total \$42,000.00

Four year prepay

SKU	Product/service description	MSRP	Users	GOV Discount	Subtotal
JCLOUD000000X	Jatheon Cloud Email Archiving Price per user for 1 years	\$160.00	500	-\$28,000.00	\$52,000.00
Discount					-\$28,000.00
Subtotal					\$52,000.00
Total					\$52,000.00

Additional Items:

- Free account set-up
- Free 24/7 tech support and dynamic monitoring
- Free software updates
- Free import of legacy data
- Free training and documentation
- Up to 25TB of mail storage

The information contained herein is proprietary to Customer and Jatheon Technologies, and may not be used, reproduced or disclosed to others unless specially permitted in writing by Jatheon Technologies. The recipient of this document, by its retention and use, agrees to protect the same and the information therein from loss, theft and compromise.

Sincerely,

Jeffrey Marlow

Jeff Marlow

VP Business Development
Jatheon Technologies Inc.

Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 10
Title of Item for Consideration: County Administrator Employment Review – June 15 th , 2022	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: There's been no previous action relating to this employment contract.	
Background: The County and Chase Burnham, current Chisago County Administrator, agreed that an initial performance review would happen after the first initial six (6) months of performance, which should have happened in August 2020 and annual performance evaluations in January of each year or at such time as mutually agreed upon. At this time, no performance evaluations have taken place. The performance evaluation will be conducted by the County Board according to the procedures and criteria determined by the Employer and such review shall, at a minimum, solicit feedback from the County Board of Commissioners and a representative sample of direct reports of county staff. The review shall include an evaluation of the Employee's performance in accomplishing those goals and objectives as the County Board may establish and modify, from time to time, which shall be generally attainable given the annual operating and capital budgets of the county and other resources and time available to the Employee. The annual performance evaluation review process shall also provide to the Employee an adequate opportunity to discuss the evaluation with the County Board. The original employment contract was signed on March 16th, 2020 and was retroactive to January 15th, 2020. Attachment(s): • MN Statute 375A.06 • Current Employment Contract • Employee Review Form (handed out at meeting)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners schedule to review County Administrator Chase Burnham during the June 15th, 2022 Chisago County Board of Commissioners meeting. The following motion is suggested: <i>“Move to schedule to review County Administrator Chase Burnham during the June 15th, 2022 Chisago County Board of Commissioners meeting.”</i>	
Implications of Action: By evaluating the County Administrator, the Board would be in greater compliance with the terms of the employment agreement. Budget/Financial Implications: None at this time.	

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

Administrator's Recommendation

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

375A.06 COUNTY ADMINISTRATOR.

Subdivision 1. **Appointment and qualification.** In any county which is not operating under either the elected county executive plan, the county manager plan, or the auditor-administrator plan, the office of county administrator may be established. The county board may appoint and employ the administrator upon such terms and conditions as it deems advisable and is authorized to appropriate funds and provide suitable office space for the office. The administrator shall be chosen solely on the basis of training, experience, and administrative qualifications and need not be a resident of the county at the time of appointment. The administrator shall be appointed for an indefinite period and may be removed by the county board at any time, but after the administrator has served as administrator for one year the administrator may demand written charges and a public hearing on the charges before the county board prior to the date when final removal takes effect. Pending such hearing and removal, the county board may suspend the administrator from office. The county board may designate some properly qualified person to perform the duties of the administrator during absence or disability. The county board shall set a salary and may provide for a termination allowance.

Subd. 2. **Other officers may be appointed.** The county board may appoint as county administrator any county officer or employee deemed to be qualified by reason of training, experience and administrative qualifications. If a county officer or employee is appointed county administrator, the officer or employee shall resign office and terminate its responsibilities before assuming the office of county administrator.

Subd. 3. **Abolishing office of administrator.** If the office of county administrator is abolished, any duties and responsibilities previously assigned to the county administrator shall be vested in the officer or department which had responsibility for the function previous to the transfer of the function to the county administrator.

Subd. 4. **Administrator, powers and duties.** The county administrator shall be the administrative head of the county and shall be responsible for the proper administration of the affairs of the county placed in the administrator's charge. The administrator shall exercise general supervision over all county institutions and agencies and, with the approval of the county board, coordinate the various activities of the county and unify the management of its affairs. If required by the county board, the administrator may act as the head of any department, the appointment of which is made by the county board, provided the administrator has the qualifications required by law. Responsibilities shall include, but are not limited to, the following duties:

- (a) hire qualified staff to assist the administrator in the performance of duties as approved by the board;
- (b) provide for the execution of all ordinances, resolutions and orders of the board and all laws of the state required to be enforced through the county board, by the administrator or by officers who are under the administrator's direction and supervision;
- (c) appoint, suspend, and remove with the approval of the county board all county personnel whose appointment, suspension or removal is a function of the county board under general law and make such appointments with the approval of the county board to additional offices, boards, committees and commissions both advisory and otherwise as the county board may direct;
- (d) provide for county purchases including purchases of service as directed by the county board and pursuant to purchasing regulations established by the board;
- (e) prepare and submit to the county board a proposed annual budget and long-range capital expenditure program for such period as the county board may direct, each of which shall include detailed estimates of revenue and expenditures and enforce the provisions of the budget when adopted by the county board;

(f) attend all meetings of the county board and recommend measures for adoption as the administrator deems advisable or expedient;

(g) examine the books and papers of officers and departments of the county as directed by the county board and report the findings to the county board, keep the county board fully advised as to the financial condition and needs of the county and make such other reports from time to time as required by the board or the administrator deems advisable.

Subd. 5. **Appointment without referendum.** Notwithstanding section 375A.12, a county board meeting the requirements of subdivision 1 may without referendum appoint a county administrator as provided in this section.

History: 1973 c 542 s 6; 1978 c 462 s 1; 1986 c 366 s 1; 1986 c 444

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 18th date of March 2020, by and between the County of Chisago, State of Minnesota, hereinafter called "Employer" and Chase Burnham, hereinafter, "Employee."

WITNESSETH:

WHEREAS, the Employer desires to employ the services of Employee as County Administrator for the County, as provided by Minnesota Statute § 375A.06;

WHEREAS, on January 15, 2020, the Employer offered the Employee the appointment to the office of County Administrator and Employee accepted the appointment to said office.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Term

A. The Employer agrees to employ Employee as County Administrator. Employee is an "at will" employee serving at the will and pleasure of the Employer and Employee is appointed to an indefinite period, commencing and retroactive to January 15, 2020, pursuant to Minnesota Statute § 375A.06.

B. Employee may be removed by Employer any time without cause subject to the limits placed upon removal by Minnesota Statute § 375A.06, subd. 1.

C. Nothing in the Agreement shall prevent, limit or otherwise affect the rights of Employee to resign at any time and for any reason, subject to the provisions set for the herein.

Section 2. Duties and Responsibilities of Employee

A. As County Administrator, Employee shall perform those duties and responsibilities as set forth in the Minnesota Statute § 375A.06, the position description of County Administrator, attached hereto and incorporated herein as Exhibit 1, and those provisions of County Ordinances and Resolutions enacted or adopted by the County Board and as set forth in the goals and objectives established by Employer relative to the office of County Administrator.

B. The Employee, subject to the limitations defined in ordinances and resolutions adopted by the County Board, from time to time, and the laws of the State of Minnesota, shall be the County Administrator of Chisago County and responsible to the County Board for the proper administration of the business affairs of Chisago County, the Constitution and Statutes of the State of Minnesota, the ordinances of Chisago County and the resolutions and directives of the County Board.

C. The Employee shall be subject to all provisions of the Chisago County Personnel Policies that are not in conflict with the terms of this Agreement, except that the specific provisions within the Personnel Policies concerning compensation, grievance procedure, probation and permanent status and discipline shall not apply to Employee. Additionally, if there is a conflict between provisions of the Chisago County Personnel Policies and this agreement, the terms of this agreement shall control.

Section 3. Salary

A. The Employer shall pay an Employee an annual salary in the amount of \$122,949 upon commencement of this agreement, retroactive to January 15, 2020 and as adjusted pursuant to this Agreement and as limited by the provisions of Minnesota Statute Section 43A.17. Adjustments to the annual salary shall be set by resolution which shall become part of this Agreement.

B. The Employer may from time to time adjust base salary, either increase or decrease in such amounts and to the extent as the Employer may determine appropriate.

C. The Employer shall set the Employee's compensation package for the following year at the meeting in which the performance evaluation is reported or within the month in which the performance evaluation is completed as provided under Article 6. A.

D. In addition, the Employee's annual salary shall be adjusted consistent with the annual cost of living adjustment granted to general County employees as approved in the annual budget; with the first adjustment initiating on Employee's anniversary date in 2021 and continuing with the date established for the general employee compensation adjustment annually thereafter.

Section 4. Benefits

A. Except as provided in this Agreement, Employee shall be entitled to the Benefits/Health Insurance and Time Away from Work/Leaves of Absence as afforded by the Personnel Policies.

B. Retroactive to January 15, 2020, Employee shall accrue vacation at the rate of 21 days per year (6.5 hours per pay period). Upon completion of one year of service in the office of county Administrator, the Employee shall accrue vacation at six years of employment vacation benefit accrual of 7.4 hours per pay period or twenty-four (24) days annually upon completion of (6) six years of employment.

C. Any unused accrual of vacation shall be payable upon termination or retirement.

D. The Employee shall accrue sick leave at the rate of 3.7 hours per pay period. Any used accrual of sick time shall be paid out upon termination or resignation.

- E. Subject to the County's adopted budget, the County agrees to pay the professional dues and subscription for Employee which are necessary for Employee's continued participation in professional associations necessary and desirable for Employee's continued professional participation, growth and advancement.

Section 5. Professional Development

- A. Subject to the County's adopted budget, the County shall pay travel and meal reimbursement, consistent with Chisago County Policies, for professional and official travel, meetings, and occasions adequate to continue the professional development of Mr. Burnham and mentoring to adequately pursue necessary official participation thereof. Professional development, mentoring includes but is not limited to the International County/City Managers Association (ICMA) annual conference, and the Minnesota County/City Management Association (MCMA) annual conference, the Association of Minnesota Counties annual conference, and the Minnesota Association of County Administrators. B. Mileage reimbursement and cell phone allowance shall be in accordance with Employer policy.

Section 6. Termination and Severance Pay

Employee's employment under this Agreement may be terminated at any time in any one of the following ways:

A. Without Cause/Termination Allowance: Employer may terminate Employee's employment at any time for any reason or for no reason by giving Employee written notice of termination. In the event that Employee is terminated by the Employer during such time as the Employee is willing and able to perform the duties of County Administrator and Employee has served one year in the position of County Administrator, the Employer agrees to pay Employee a lump sum severance in an amount equivalent to six (6) month's salary. The agreement to pay such severance is consideration of Employee's waiver of the right to written charges and as provided by Minnesota Statute 375.06, Subd. 1.

B. Good Cause/ No Termination Allowance. Employer may terminate Employee's employment for "good cause." "Good cause" shall be Employee's: (a) material breach of this Agreement; (b) negligent performance or nonperformance of any of his duties hereunder; (c) dishonesty or fraud with respect to the business, administration, or operations of the County; (d) conviction of a felony; (e) chronic alcohol or drug abuse; (f) material insubordination; (g) breach of duties and loyalty to the County; or (h) other similar actions, performance, or behavior.

C. Voluntary Resignation Employer may resign or retire from employment with Employer at any time, but only after giving at least forty-five (45) days written notice. The notice requirement can be waived by Employer at its sole discretion.

Section 7. Performance Evaluation

A. Employer shall conduct and Employee shall receive an initial six (6) month performance Evaluation in August 2020 and annual performance evaluations in January of each year or at such time as mutually agreed upon. The performance evaluation will be conducted by the County Board according to the procedures and criteria determined by the Employer and such review shall, at a minimum, solicit feedback from the County Board of Commissioners and a representative sample of direct reports of county staff. The review shall include an evaluation of the Employee's performance in accomplishing those goals and objectives as the County Board may establish and modify, from time to time, which shall be generally attainable, given the annual operating and capital budgets of the county and other resources and time available to the Employee. The annual performance evaluation review process shall also provide to the Employee an adequate opportunity to discuss the evaluation with the County Board.

B. Following the performance evaluation, the Employer will adjust the salary of Employee as provided in Article 3. C.

Article 8. Merger

The terms and conditions set forth in this Employment Agreement, together with the terms and conditions of those documents expressly incorporated herein, is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the employment relationship of Employee as County Administrator for Employer. All matters referred to in the Agreement are incorporated or attached and deemed part of this Agreement. All resolutions subsequent to this agreement that concern salary adjustments are incorporated. This Agreement may be amended only in a written document, signed by Employee and adopted by Employer through the County Board.

Article 9. Severability

If any article, section or provision of this Agreement, or any amendment thereof, should be held invalid by operation of law or any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions hereunder shall be enjoined or restrained by such tribunal, then the remainder of the provisions of this Employment Agreement and any amendment thereof shall not be affected thereby.

IN WITNESS WHEREOF, the County of Chisago and Chase Burnham have caused this agreement to be signed and executed.

EMPLOYEE:

COUNTY OF CHISAGO


Chase Burnham Dated 3/19/2020

By: 
Chairperson Dated 3/19/2020



Chisago County Board of Commissioners

By: *[Signature]* 3-20-2020
Clerk of Board Dated

APPROVED AS TO FORM AND EXECUTION

By: *[Signature]* 3/20/2020
County Attorney Dated

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Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 11																																								
Title of Item for Consideration: ARPA Expenditure - School Grant Program																																									
Action Requested by: Chase Burnham, County Administrator	Department: Administrator																																								
Previous Action on this Matter: The County Budget and Finance Committee has been discussing and developing the 'School Grant Program' with ARPA funds since the beginning of 2022.																																									
Background: As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have discussed and directed staff to develop a school grant program which allocates a total of \$600,000 of the County's total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funding to the Chisago County School Districts which direct serve the students of Chisago County. The Board has allocated \$500,000 for the school districts 'Vocational' programming and \$100,000 for 'General Education' or 'Open Use.' The Board has allocated a total amount to each school district depending on the number of Chisago County residents the school district enrolls and services. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">School District</th> <th style="width: 15%;">Chisago County Students</th> <th style="width: 15%;">Vocational</th> <th style="width: 15%;">General Education or 'Open Use'</th> <th style="width: 35%;">TOTAL ALLOCATION</th> </tr> </thead> <tbody> <tr> <td>Braham</td> <td>82</td> <td>\$5,215.20</td> <td>\$1,043.04</td> <td>\$6,258.24</td> </tr> <tr> <td>Cambridge-Isanti</td> <td>239</td> <td>\$15,200.40</td> <td>\$3,040.08</td> <td>\$18,240.48</td> </tr> <tr> <td>Chisago Lakes</td> <td>3182</td> <td>\$202,375.20</td> <td>\$40,475.04</td> <td>\$242,850.24</td> </tr> <tr> <td>Forest Lake</td> <td>1311</td> <td>\$83,389.60</td> <td>\$16,675.92</td> <td>\$100,065.52</td> </tr> <tr> <td>North Branch</td> <td>2633</td> <td>\$167,458.80</td> <td>\$33,491.76</td> <td>\$200,950.56</td> </tr> <tr> <td>Rush City</td> <td>414</td> <td>\$26,330.40</td> <td>\$5,266.08</td> <td>\$31,596.48</td> </tr> <tr> <td>Total Students</td> <td>7861</td> <td>\$499,969.60</td> <td>\$99,991.92</td> <td>\$599,961.52</td> </tr> </tbody> </table> Vocational funds should be used by school districts to support their vocational programming or classes. The funds could be used to purchase equipment, supplies, or other items this programming needs to further the training and preparation of the future workforce. The 'Open Use' or 'General Education' funds should be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic. The school districts cannot use the funds to replenish a budget stabilization fund, rainy day fund, pay a debt or similar reserve account. Additionally, the funds cannot be used to satisfy any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding. Each school district must complete an application for the funds, and then agree to a sub-recipient agreement, which indicates that all expenditures using the County's ARPA funds comport with the guidelines of the ARPA as set forth by the US Treasury.		School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION	Braham	82	\$5,215.20	\$1,043.04	\$6,258.24	Cambridge-Isanti	239	\$15,200.40	\$3,040.08	\$18,240.48	Chisago Lakes	3182	\$202,375.20	\$40,475.04	\$242,850.24	Forest Lake	1311	\$83,389.60	\$16,675.92	\$100,065.52	North Branch	2633	\$167,458.80	\$33,491.76	\$200,950.56	Rush City	414	\$26,330.40	\$5,266.08	\$31,596.48	Total Students	7861	\$499,969.60	\$99,991.92	\$599,961.52
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Attachment(s):

- 2022 Chisago County ARPA School Grant Program Application
- 2022 Chisago County ARPA Sub-recipient Agreement
- DRAFT Responses from County School Districts

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the creation of the 2022 Chisago County ARPA School Grant Program to fund 'vocational' and 'general education' expenses for the six school districts that serve Chisago County students (Forest Lake, Chisago Lakes, North Branch, Rush City, Cambridge-Isanti, Braham) using \$600,000 of Chisago County's ARPA fund allocation. The following motion is recommended;

"Move to approve the creation of the 2022 Chisago County ARPA School Grant Program to fund 'vocational' and 'general education' expenses for the six school districts that serve Chisago County students (Forest Lake, Chisago Lakes, North Branch, Rush City, Cambridge-Isanti, Braham) using \$600,000 of Chisago County's ARPA fund allocation and approve the application and sub-recipient agreement.."

Implications of Action: County Board consideration and approval at tonight's meeting will allow the County fund.

Budget/Financial Implications: There is no levy or budget impact by the creation of this grant program using County ARPA funds. However, this is an expenditure of up to \$600,000 of Chisago County's ARPA allocation.

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

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Exhibit A

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$600,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to the Chisago County School Districts directly serving the students of Chisago County.

The Board has allocated \$500,000 for 'Vocational' programming and \$100,000 for 'General Education' or 'Open Use.' The Board has allocated a total amount to each school district depending on the number of Chisago County residents the school district enrolls.

The following amounts are allocated to each school district on a per pupil basis.

School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION
Braham	82	\$5,215.20	\$1,043.04	\$6,258.24
Cambridge-Isanti	239	\$15,200.40	\$3,040.08	\$18,240.48
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North Branch	2633	\$167,458.80	\$33,491.76	\$200,950.56
Rush City	414	\$26,330.40	\$5,266.08	\$31,596.48
Total Students	7861	\$499,969.60	\$99,991.92	\$599,961.52

Each school district above may apply to Chisago County for their Vocational and General Education SLFRF allocations using this application. The County will provide the funds to each school district in the form of a grant. On the grant application form, each school district must explain how the funds will be used for vocational programming of their district and how funds will be used for 'open use' or general education' and to address the learning loss caused by COVID-19. Each school district will be subject to subrecipient monitoring to confirm that their expenditures are compliant with ARPA, so all receipts must be maintained and may need to be submitted if the County requests. Each school district must enter into a Sub-recipient Grant Agreement with Chisago County to receive.

Vocational funds allocation:

These funds should be used by school districts to support their vocational programming or classes. The funds could be used to purchase equipment, supplies, or other items this programming needs to further the training and preparation of the future workforce.

'Open Use' funds allocation:



This allocation should be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic.

Schools may use 'Open Use' allocation to pay for the salary and benefits of many school and childcare staff, including increased wages needed to recruit and retain excellent staff, and to fund premium pay, bonuses, training, and other worker supports.

Ineligible Uses:

Schools may NOT use funds to replenish a budget stabilization fund, rainy day fund, pay a debt or similar reserve account.

The funds may NOT be used to satisfy any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding.

Contact for More Information:

Chase Burnham, Chisago County Administrator
651-213-8877
chase.burnham@chisagocountymn.gov

Bridgitte Konrad, Chisago County Auditor-Treasurer
651-213-8509
bridgitte.konrad@chisagocountymn.gov

Kristin Waddell, Chisago County Chief Deputy Auditor-Treasurer
651-213-8501
kristin.waddell@chisagocountymn.gov



2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

APPLICATION

Application must be completed in full to be considered

SCHOOL DISTRICT: _____

Address: _____

Primary Contact Person: _____

Primary Contact Email: _____

Primary Contact Title: _____

Secondary Contact Person: _____

Secondary Contact Title: _____

Secondary Contact E-Mail: _____

Federal Tax Identification Number: _____

Vocational Funds:

Please provide specific details on how the requested ARPA funds will be used to support your school district's vocational programming or classes.



'Open Use' funds:

Please provide specific details on how the funds will be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic.

ACKNOWLEDGEMENT:

I hereby certified that this application for Chisago County's ARPA School Grant is true and accurate to the best of my knowledge.

School District Contact Person

Signature Date



2022 CHISAGO COUNTY ARPA SCHOOL GRANTS Sub-recipient Grant Agreement

This Grant Agreement (this "Agreement") is entered into by and between Chisago County, Minnesota and the following Minnesota School Districts; Forest Lake, Chisago Lakes, North Branch, Cambridge-Isanti, Rush City and Braham, listed in the application(s) attached hereto as Exhibit A, each school district is located in Minnesota and serves students that reside within the territorial boundaries of the County (the "GRANTEE").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant Application") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted to the County an application for a grant to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

3. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the GRANTEE's complete fund application, the COUNTY shall disseminate funds within twenty (20) days of receipt of said application. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the



COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

4. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

5. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

6. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

7. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

9. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

10. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County ARPA SCHOOL GRANT
Attn: Kristin Waddell, Chief Deputy Auditor-Treasurer
313 N. Main St.
Center City, MN 55012

11. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

12. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

13. TIME

Time is of the essence in this Agreement.

14. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

15. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

16. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.



17. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

18. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

21. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

23. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

24. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2022.

Signatures:

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

For the County:

By: _____
Richard Greene, Chair

Dated: _____

By: _____
Chase Burnham, County Administrator

Dated: _____

Attest:

By: _____
Christina Vollrath, Clerk of the Board

Dated: _____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

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

Dated: May 26, 2022



For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____

Dated: _____

Printed Name: _____

Title: _____





DRAFT Responses from County School Districts

School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION
Braham	82	\$5,215.20	\$1,043.04	\$6,258.24
Cambridge-Isanti	239	\$15,200.40	\$3,040.08	\$18,240.48
Chisago Lakes	3182	\$202,375.20	\$40,475.04	\$242,850.24
Forest Lake	1311	\$83,389.60	\$16,675.92	\$100,065.52
North Branch	2633	\$167,458.80	\$33,491.76	\$200,950.56
Rush City	414	\$26,330.40	\$5,266.08	\$31,596.48
Total Students	7861	\$499,969.60	\$99,991.92	\$599,961.52

Braham

ISD #314 offers classes in business, art, greenhouse management, agriculture, woods, welding, and supermileage (high performance cars operating on ethanol). Funds would be used to expand out entrepreneurial class programming (business development), woods, and career development. In the world of general education expenses, funds would be used to hire a new 7-12 staff member who will support reduction in class sizes for both English and math.

Cambridge-Isanti

We are working to grow our CTE programs at all levels of our district. At the elementary level we are launching a STEAM magnet school next fall. At the middle level, we provide Project Lead The Way which prepares students for high school CTE coursework. We would love to improve upon our middle level programming and provide more opportunities for students. At the high school, we are working diligently to grow our business, welding, and auto programs.

Chisago Lakes

This includes Industrial Technology, Technology, Business, Ag Science and FACS Dept's.

In terms of General Education expenses, that would be quite broad, but we could off-set some current costs for supplies or personnel in these Dept's if allowed.

Forest Lakes

New middle school programming that these funds could assist with in the areas of Family and Consumer Science, Agricultural programming, and Business Education Programming.

North Branch

Vocational funding supports our manufacturing, automotive, welding, culinary arts and Air Force ROTC programs currently. The funding we receive falls short of funding this programming and we are actively working to expand programming in manufacturing, automotive and welding. We have more students signing up than we can service in culinary arts at this time so additional funding will allow us to consider alternatives to meet student needs.

We are also a growing community and have needs to support our incoming student population including class size reduction and mental health support. We also have a growing Distance Learning Academy and that program has some curriculum needs.

Rush City

We would use the vocational funds to enhance our Business, Agriculture, Family and Consumer Science, manufacturing, and/or construction trades programs.



Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 12
Title of Item for Consideration: Tax/CAMA Software – Tyler Technologies	
Action Requested by: Bridgitte Konrad & Daryl Moeller	Department: County Auditor-Treasurer & County Assessor
Previous Action on this Matter: On May 4, 2022, the Board authorizes staff to work with MnCCC and Tyler Technologies to bring back a contract for new tax and CAMA software.	
Background: The County has been in discussions with Tyler Technologies to purchase their tax and CAMA software for a number of months. MnCCC has gone through the Request for Proposal process and has entered into a contract with Tyler Technologies for tax and CAMA software. The County is requesting authorization to enter into the attached contract with MnCCC for the software. The contract has been forwarded to the County Attorney's Office for review. There are a number of modules available through the contract. Attached with the contract is a price quote for the modules that we will need for our tax and assessing needs. There will be annual maintenance fees assessed once we go live with the software. The total one-time cost will be \$387,000. The annual software services fees is \$117,424 after implementation. The County has been in discussions with Enterprise Services regarding the switch and Enterprise Services are supportive of the decision. Once the County goes live with the new software, the County will be able to realize some savings on servers as this software is cloud-based. The County recommends that we split the cost of the software with half coming from ARAP and half from the Recorder's Compliance Fund. The County currently uses a 3rd party vendor, DCS (Data Cloud Solutions), for the mobile application for the Tax/CAMA software. The Contract has been through Almentum/Vision, so a contract will be needed with DCS (or other 3rd party vendor for mobile application). Attachment(s): • MnCCC Contract (available with Clerk of the Board, over 100 pages long) • Price Quote	
Action Requested/Recommended: The County Board is respectfully requested to authorize the Auditor-Treasurer/Assessor to enter into the contract with MnCCC for the Tyler Technology tax and CAMA software. The following motion is suggested: <i>"Move to direct the Auditor-Treasurer to sign the contract with MnCCC Tyler Technologies tax and CAMA software and to notify MnCCC. Funding for the purchase will be committed from ARPA and Recorder's Compliance Fund. "</i>	
Implications of Action: Due to the change in our current Tax and CAMA platform, the County needs to find a replacement and Tyler Technologies has provided that product.	

Budget/Financial Implications: Funding for the software conversion can come from ARPA and Recorder's Compliance Fund. This has 0 effect on the levy and budget.

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

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Quoted By:
Quote Expiration:
Quote Name:

Troy Fryman
8/22/22
Chicago County MN Price Quote
for Tyler Enterprise Assessment &
Tax

Sales Quotation For:

Chicago County
313 N Main St Rm 271
Center City MN 55012-7656
Phone: +1 (651) 213-7120

Tyler Saas

Description	Annual Saas Fee	Term	Total Annual Saas Fee
Property & Recording			
Assessment Connect			
Assessment Connect	\$ 15,870	3	\$ 47,610
Cashiering			
Cashiering	\$ 14,250	3	\$ 42,750
Enterprise Assessment & Tax			
Unlimited Legislative Chages	\$ 7,950	3	\$ 23,850
Enterprise Assessment & Tax Standard	\$ 59,878	3	\$ 179,634
Inquiry & Appeals Tracking	\$ 5,310	3	\$ 15,930
Deliquent Tax	\$ 5,310	3	\$ 15,930
Property Access	\$ 6,049	3	\$ 18,147
SmartFile	\$ 2,807	3	\$ 8,421

TOTAL

\$ 117,424

\$ 352,272

Services

Description	Fees
Property & Recording	
Custom Integration with GL Application - Setup & Train	\$ 5,000
Custom Integration with GL Application	\$ 15,000
Project Management	\$ 42,780
Install & DBA	\$ 3,220
Assess & Define	\$ 18,055
Build & Verify	\$ 26,565
Testing	\$ 5,175
Training	\$ 18,745
Go Live	\$ 5,290
Post Live Support	\$ 5,290
Conversion	\$ 187,680
Integration with County's Permitting Application - Setup & Train	\$ 5,000
Integration with County's Permitting Application Services	\$ 10,000
Assessment Connect Service	\$ 18,400
TOTAL	\$ 366,200

Summary

One Time Fees

Recurring Fees

Total Annual / Saas (Yearly)	\$ 0	\$ 117,424
Total Tyler Services	\$ 366,200	\$ 0
Summary Total (Entire Term)	\$ 366,200	\$ 352,272
Contract Total	\$ 718,472	
Travel (Not included in Contract Total)	\$ 20,800	

Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

An onsite week is considered Tuesday thru Thursday. Monday and Friday will be travel days. Tyler resource time for travel days is accounted for from contract time and will reduce dollars for specific tasks (i.e. Training and Production Cutover).

Tyler has provided an estimate project duration based on the requirements shared during procurement of the solution. The project duration will be reviewed and solidified at the completion of the Assess & Define stage.

Standard Payment terms for licensed products are: (i) license fees paid at Project Initiation; (ii) maintenance fees for the first twelve (12) months are waived and commence on the one (1) year anniversary of the Project Initiation; and (iii) Professional Services fees are paid as the services are performed. Standard Payment terms for Software as a Services (SaaS) arrangements are: (i) SaaS fees paid at Project initiation; and (ii) Professional Services fees are paid as the services are performed.

In the event the Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.

Tyler's pricing does not include applicable local, city, state or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

Tyler has included 30 days of Training within the scope of this agreement. Note: If two (2) Implementation resources are conducting training at the same time on different topics, then this equals two (2) days.

Tyler Project Team will support production activities prior to full transition to Tyler Support for 2 concurrent calendar days.

Unless Client acquires Tyler Content Manager Enterprise Edition, use of Tyler Content Manager is limited to its use with iasWorld

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>.

By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Please see Tyler Payments fee schedule below.

Standard pricing for Tyler Payments for Enterprise Assessment & Tax is 3.50% per transaction with \$1.45 minimum. E-checks are \$1.45.

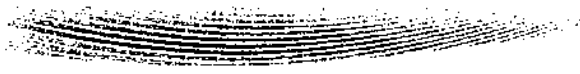


Exhibit B – Master Agreement

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Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 13
Title of Item for Consideration: Part Time Records Clerk/Transcriptionist – CCSO	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: The County Personnel Committee on heard this request on May 20 th , 2022.	
Background: Due to the increase in gun permit activity in the Chisago County Sheriff Office, County Sheriff Brandon Thyen is requesting the creation and hiring a new part time Records Clerk/Transcriptionist to assist with the routine clerical work in the Sheriff's Office. The creation of the position does not have any impact on the County's levy or budget because the position is completely funded by County Sheriff Gun Permit fee revenue, which the County Sheriff has authority and discretion to use if the expenditure is related to Gun Permit expenses. The County Sheriff and Chief Deputy presented the new position to the County Personnel Committee on May 20th. The Committee recommended approval of the position.	
Attachment(s): - Records Clerk/Transcriptionist Job Description - MN Statute 624.714	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the hiring of a new part time Records Clerk/Transcriptionist for the Chisago County Sheriff's Office. The following motion is recommended; <i>"Move to approve the hiring of a new part time Records Clerk/Transcriptionist for the Chisago County Sheriff's Office."</i>	
Implications of Action: County Board consideration and approval at tonight's meeting will allow the County Sheriff to hire a new part time Records Clerk/Transcriptionist.	
Budget/Financial Implications: Tonight's actions do not have any impact on the levy or budget because position is funded by Gun Permit fee revenue, which the County Sheriff has authority to use at this discretion related to Gun Permit expenditures.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve

CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



COUNTY OF CHISAGO

Chisago County Government Center
313 North Main Street, Room 174
CENTER CITY, MN 55012-9663

Phones:
651-213-8866
FAX 651-213.8876

JOB OPPORTUNITY: *Records Clerk/Transcriptionist* *Sheriff*

APPLICATION CLOSING DATE: 8/31/2018

JOB TITLE: Records Clerk/Transcriptionist

DEPARTMENT: Sheriff

SUPERVISOR: Support Services Division Sergeant

SUMMARY OF DUTIES:

Performs routine clerical work involving recording, classifying, filing and retrieving police records and information; performs related duties as required. Transcribes various reports and correspondence.

QUALIFICATIONS & REQUIREMENTS:

- A. A combination of education and experience that is substantially equivalent to graduation from high school; and two to three years of clerical experience that includes public contact.
- B. Ability to type 70 wpm

GRADE: 14

SALARY RANGE: \$14.98 to \$16.16

JOB TITLE: Records Clerk/Transcriptionist

DEPARTMENT: Sheriff

POSITION STATUS: Full-time, Union

REPORTS TO: Chief Deputy or designee

JOB LOCATION: Government Center, Center City, MN

POSITION OBJECTIVE:

Performs routine clerical work involving recording, classifying, filing and retrieving police records and information; performs related duties as required. Transcribes various reports and correspondence.

SUPERVISION RECEIVED:

Works under the guidance of the Chief Deputy or his designees.

SUPERVISION EXERCISED:

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Acts as main receptionist for the Sheriff's Office. Answers questions and requests for data at the Sheriff's Office public window. Responds to requests for data from the public and other county departments. Answers the phones for the Sheriff Office. Types, files, answers phones.
2. Posts daily reports, formal complaints, and citations and their disposition in the appropriate log book and/or master index; makes copies; submits forms to County Attorney and/or Court Administrator as required; enters information on the computer system; files information.
3. Processes handgun, liquor, adoption, and water permit applications; checks for criminal history and welfare status; submits to appropriate supervisor for approval; types and mails.
4. Responds to a variety of general questions from the public, insurance agents, armed forces representatives, attorneys and other affected parties; provides copies of police reports and information from computer data banks to authorized personnel; receives stolen or found property; takes telephone messages for sheriff administration and deputies.
5. Processes insurance claims for submission to carrier.

6. Modifies complaints to reflect status changes; enters on the computer.
7. Processes validations on hot files entered into the state and/or national computer bank; updates information.
8. May assist in processing warrants; accumulating data for the initial complaint report; type warrants, including a physical description; enter warrants on the appropriate computer data base; types and updates the monthly warrant list; distribute as necessary; cancels warrants for the computer system when appropriate and notifies the Court Administrator of the cancellation.
9. Removes information from files and indexes; destroys files as appropriate.
10. Mails driver's licenses back to the State for revocation, suspension or cancellation.
11. Organizes press releases for distribution; distributes press releases to radio stations.
12. Assists in the Communication Center during emergencies; answers phones; types.
13. May assist in the preparation of Civil Process papers and related legal documents.
14. May assist in the preparation of payroll, the day to day banking business, assist the warrant processor and assists as needed in other areas of the Sheriff's Office.
15. Provides general office support to the sheriff department staff as needed (i.e. mail distribution, copying, typing, updating files, faxing, etc.)
16. Transcribes reports and statements from various formats.
17. Processes worthless checks.
18. Receives various types of stolen property and handles according to policy/procedure.
19. Works within the ProPhoenix system entering data, creating codes, verifying information for accuracy.
20. Responsible for running reports and verifying the accuracy of reports needed for administration purposes. Including running criminal history check, warrants and driver's license status.

21. Responsible for coding ICR's.
22. Assist the Administrative Sergeant in planning and organizing community outreach events and sheriff's office programs.
23. Attend crime prevention events and disseminate safety information.
24. Order and maintain crime prevention brochures and safety promotional items.
25. Other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

1. Education and Experience

- A. A combination of education and experience that is substantially equivalent to graduation from high school; and two to three years of clerical experience that includes public contact.
- B. Ability to type 70 wpm

2. Knowledge, Skills and Abilities

- A. Knowledge of the Criminal Justice Reporting System and other federal, State, and local law enforcement computer databases and related statutory and operational requirements.
- B. Knowledge of office practices and procedures.
- C. Knowledge of grammar, sentence structure, punctuation and spelling.
- D. Knowledge of data privacy laws.
- E. Knowledge of the department's policies and procedures.
- F. Skill in the operation of a variety of office machines, including a computer terminal, printer, typewriter, calculator and other office related equipment.
- G. Ability to type 70 wpm accurately.
- H. Ability to communicate tactfully and effectively with a wide variety of people, both in person and via the telephone.
- I. Ability to work with alphabetical and numerical filing systems.
- J. Ability to perform work that requires close attention to details
- K. Good written and oral communication skills.
- L. Must have valid driver's license and insurance at all times.

TOOLS AND EQUIPMENT USED:

Calculator, personal computer, computer terminal, copy machine, telephone, standard office equipment, facsimile machine and other related office equipment.

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 sit, reach with hands and arms; stand; walk; talk or hear and use hands to finger, handle, feel or operate objects. The employee is occasionally required to climb or balance, stoop, kneel or crouch.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close 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 in an office setting.

General works hours are Monday thru Friday 8:00 a.m. to 4:30 p.m. with occasional night and weekend work as assigned for special events.

The noise level in the work environment is usually moderately quiet.

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 and/or reference check, background investigation, criminal history, drug testing, psychological testing. Job related tests may be required of any applicant.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of those 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 as is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT CATEGORY:

Grade: 14

Revision History: 4-18-99, 9-6-99, 05-14-07; 7/2012

624.714 CARRYING OF WEAPONS WITHOUT PERMIT; PENALTIES.

Subdivision 1. [Repealed, 2003 c 28 art 2 s 35; 2005 c 83 s 1]

Subd. 1a. **Permit required; penalty.** A person, other than a peace officer, as defined in section 626.84, subdivision 1, who carries, holds, or possesses a pistol in a motor vehicle, snowmobile, or boat, or on or about the person's clothes or the person, or otherwise in possession or control in a public place, as defined in section 624.7181, subdivision 1, paragraph (c), without first having obtained a permit to carry the pistol is guilty of a gross misdemeanor. A person who is convicted a second or subsequent time is guilty of a felony.

Subd. 1b. **Display of permit; penalty.** (a) The holder of a permit to carry must have the permit card and a driver's license, state identification card, or other government-issued photo identification in immediate possession at all times when carrying a pistol and must display the permit card and identification document upon lawful demand by a peace officer, as defined in section 626.84, subdivision 1. A violation of this paragraph is a petty misdemeanor. The fine for a first offense must not exceed \$25. Notwithstanding section 609.531, a firearm carried in violation of this paragraph is not subject to forfeiture.

(b) A citation issued for violating paragraph (a) must be dismissed if the person demonstrates, in court or in the office of the arresting officer, that the person was authorized to carry the pistol at the time of the alleged violation.

(c) Upon the request of a peace officer, a permit holder must write a sample signature in the officer's presence to aid in verifying the person's identity.

(d) Upon the request of a peace officer, a permit holder shall disclose to the officer whether or not the permit holder is currently carrying a firearm.

Subd. 2. **Where application made; authority to issue permit; criteria; scope.** (a) Applications by Minnesota residents for permits to carry shall be made to the county sheriff where the applicant resides. Nonresidents, as defined in section 171.01, subdivision 42, may apply to any sheriff.

(b) Unless a sheriff denies a permit under the exception set forth in subdivision 6, paragraph (a), clause (3), a sheriff must issue a permit to an applicant if the person:

- (1) has training in the safe use of a pistol;
- (2) is at least 21 years old and a citizen or a permanent resident of the United States;
- (3) completes an application for a permit;
- (4) is not prohibited from possessing a firearm under the following sections:
 - (i) 518B.01, subdivision 14;
 - (ii) 609.224, subdivision 3;
 - (iii) 609.2242, subdivision 3;
 - (iv) 609.749, subdivision 8;
 - (v) 624.713;
 - (vi) 624.719;

- (vii) 629.715, subdivision 2;
- (viii) 629.72, subdivision 2; or
- (ix) any federal law; and

(5) is not listed in the criminal gang investigative data system under section 299C.091.

(c) A permit to carry a pistol issued or recognized under this section is a state permit and is effective throughout the state.

(d) A sheriff may contract with a police chief to process permit applications under this section. If a sheriff contracts with a police chief, the sheriff remains the issuing authority and the police chief acts as the sheriff's agent. If a sheriff contracts with a police chief, all of the provisions of this section will apply.

Subd. 2a. Training in safe use of a pistol. (a) An applicant must present evidence that the applicant received training in the safe use of a pistol within one year of the date of an original or renewal application. Training may be demonstrated by:

- (1) employment as a peace officer in the state of Minnesota within the past year; or
- (2) completion of a firearms safety or training course providing basic training in the safe use of a pistol and conducted by a certified instructor.

(b) Basic training must include:

- (1) instruction in the fundamentals of pistol use;
- (2) successful completion of an actual shooting qualification exercise; and
- (3) instruction in the fundamental legal aspects of pistol possession, carry, and use, including self-defense and the restrictions on the use of deadly force.

(c) The certified instructor must issue a certificate to a person who has completed a firearms safety or training course described in paragraph (b). The certificate must be signed by the instructor and attest that the person attended and completed the course.

(d) A person qualifies as a certified instructor if the person is certified as a firearms instructor within the past five years by an organization or government entity that has been approved by the Department of Public Safety in accordance with the department's standards.

(e) A sheriff must accept the training described in this subdivision as meeting the requirement in subdivision 2, paragraph (b), for training in the safe use of a pistol. A sheriff may also accept other satisfactory evidence of training in the safe use of a pistol.

Subd. 3. Form and contents of application. (a) Applications for permits to carry must be an official, standardized application form, adopted under section 624.7151, and must set forth in writing only the following information:

- (1) the applicant's name, residence, telephone number, if any, and driver's license number or state identification card number;
- (2) the applicant's sex, date of birth, height, weight, and color of eyes and hair, and distinguishing physical characteristics, if any;

(3) the township or statutory city or home rule charter city, and county, of all Minnesota residences of the applicant in the last five years, though not including specific addresses;

(4) the township or city, county, and state of all non-Minnesota residences of the applicant in the last five years, though not including specific addresses;

(5) a statement that the applicant authorizes the release to the sheriff of commitment information about the applicant maintained by the commissioner of human services or any similar agency or department of another state where the applicant has resided, to the extent that the information relates to the applicant's eligibility to possess a firearm; and

(6) a statement by the applicant that, to the best of the applicant's knowledge and belief, the applicant is not prohibited by law from possessing a firearm.

(b) The statement under paragraph (a), clause (5), must comply with any applicable requirements of Code of Federal Regulations, title 42, sections 2.31 to 2.35, with respect to consent to disclosure of alcohol or drug abuse patient records.

(c) An applicant must submit to the sheriff an application packet consisting only of the following items:

(1) a completed application form, signed and dated by the applicant;

(2) an accurate photocopy of the certificate described in subdivision 2a, paragraph (c), that is submitted as the applicant's evidence of training in the safe use of a pistol; and

(3) an accurate photocopy of the applicant's current driver's license, state identification card, or the photo page of the applicant's passport.

(d) In addition to the other application materials, a person who is otherwise ineligible for a permit due to a criminal conviction but who has obtained a pardon or expungement setting aside the conviction, sealing the conviction, or otherwise restoring applicable rights, must submit a copy of the relevant order.

(e) Applications must be submitted in person.

(f) The sheriff may charge a new application processing fee in an amount not to exceed the actual and reasonable direct cost of processing the application or \$100, whichever is less. Of this amount, \$10 must be submitted to the commissioner and deposited into the general fund.

(g) This subdivision prescribes the complete and exclusive set of items an applicant is required to submit in order to apply for a new or renewal permit to carry. The applicant must not be asked or required to submit, voluntarily or involuntarily, any information, fees, or documentation beyond that specifically required by this subdivision. This paragraph does not apply to alternate training evidence accepted by the sheriff under subdivision 2a, paragraph (d).

(h) Forms for new and renewal applications must be available at all sheriffs' offices and the commissioner must make the forms available on the Internet.

(i) Application forms must clearly display a notice that a permit, if granted, is void and must be immediately returned to the sheriff if the permit holder is or becomes prohibited by law from possessing a firearm. The notice must list the applicable state criminal offenses and civil categories that prohibit a person from possessing a firearm.

(j) Upon receipt of an application packet and any required fee, the sheriff must provide a signed receipt indicating the date of submission.

Subd. 4. Investigation. (a) The sheriff must check, by means of electronic data transfer, criminal records, histories, and warrant information on each applicant through the Minnesota Crime Information System and the National Instant Criminal Background Check System. The sheriff shall also make a reasonable effort to check other available and relevant federal, state, or local record-keeping systems. The sheriff must obtain commitment information from the commissioner of human services as provided in section 245.041 or, if the information is reasonably available, as provided by a similar statute from another state.

(b) When an application for a permit is filed under this section, the sheriff must notify the chief of police, if any, of the municipality where the applicant resides. The police chief may provide the sheriff with any information relevant to the issuance of the permit.

(c) The sheriff must conduct a background check by means of electronic data transfer on a permit holder through the Minnesota Crime Information System and the National Instant Criminal Background Check System at least yearly to ensure continuing eligibility. The sheriff may also conduct additional background checks by means of electronic data transfer on a permit holder at any time during the period that a permit is in effect.

Subd. 5. [Repealed, 2003 c 28 art 2 s 35; 2005 c 83 s 1]

Subd. 6. Granting and denial of permits. (a) The sheriff must, within 30 days after the date of receipt of the application packet described in subdivision 3:

(1) issue the permit to carry;

(2) deny the application for a permit to carry solely on the grounds that the applicant failed to qualify under the criteria described in subdivision 2, paragraph (b); or

(3) deny the application on the grounds that there exists a substantial likelihood that the applicant is a danger to self or the public if authorized to carry a pistol under a permit.

(b) Failure of the sheriff to notify the applicant of the denial of the application within 30 days after the date of receipt of the application packet constitutes issuance of the permit to carry and the sheriff must promptly fulfill the requirements under paragraph (c). To deny the application, the sheriff must provide the applicant with written notification and the specific factual basis justifying the denial under paragraph (a), clause (2) or (3), including the source of the factual basis. The sheriff must inform the applicant of the applicant's right to submit, within 20 business days, any additional documentation relating to the propriety of the denial. Upon receiving any additional documentation, the sheriff must reconsider the denial and inform the applicant within 15 business days of the result of the reconsideration. Any denial after reconsideration must be in the same form and substance as the original denial and must specifically address any continued deficiencies in light of the additional documentation submitted by the applicant. The applicant must be informed of the right to seek de novo review of the denial as provided in subdivision 12.

(c) Upon issuing a permit to carry, the sheriff must provide a laminated permit card to the applicant by first class mail unless personal delivery has been made. Within five business days, the sheriff must submit the information specified in subdivision 7, paragraph (a), to the commissioner for inclusion solely in the database required under subdivision 15, paragraph (a). The sheriff must transmit the information in a manner and format prescribed by the commissioner.

(d) Within five business days of learning that a permit to carry has been suspended or revoked, the sheriff must submit information to the commissioner regarding the suspension or revocation for inclusion solely in the databases required or permitted under subdivision 15.

(e) Notwithstanding paragraphs (a) and (b), the sheriff may suspend the application process if a charge is pending against the applicant that, if resulting in conviction, will prohibit the applicant from possessing a firearm.

Subd. 7. Permit card contents; expiration; renewal. (a) Permits to carry must be on an official, standardized permit card adopted by the commissioner, containing only the name, residence, and driver's license number or state identification card number of the permit holder, if any.

(b) The permit card must also identify the issuing sheriff and state the expiration date of the permit. The permit card must clearly display a notice that a permit, if granted, is void and must be immediately returned to the sheriff if the permit holder becomes prohibited by law from possessing a firearm.

(c) A permit to carry a pistol issued under this section expires five years after the date of issue. It may be renewed in the same manner and under the same criteria which the original permit was obtained, subject to the following procedures:

(1) no earlier than 90 days prior to the expiration date on the permit, the permit holder may renew the permit by submitting to the appropriate sheriff the application packet described in subdivision 3 and a renewal processing fee not to exceed the actual and reasonable direct cost of processing the application or \$75, whichever is less. Of this amount, \$5 must be submitted to the commissioner and deposited into the general fund. The sheriff must process the renewal application in accordance with subdivisions 4 and 6; and

(2) a permit holder who submits a renewal application packet after the expiration date of the permit, but within 30 days after expiration, may renew the permit as provided in clause (1) by paying an additional late fee of \$10.

(d) The renewal permit is effective beginning on the expiration date of the prior permit to carry.

Subd. 7a. Change of address; loss or destruction of permit. (a) Within 30 days after changing permanent address, or within 30 days of having lost or destroyed the permit card, the permit holder must notify the issuing sheriff of the change, loss, or destruction. Failure to provide notification as required by this subdivision is a petty misdemeanor. The fine for a first offense must not exceed \$25. Notwithstanding section 609.531, a firearm carried in violation of this paragraph is not subject to forfeiture.

(b) After notice is given under paragraph (a), a permit holder may obtain a replacement permit card by paying \$10 to the sheriff. The request for a replacement permit card must be made on an official, standardized application adopted for this purpose under section 624.7151, and, except in the case of an address change, must include a notarized statement that the permit card has been lost or destroyed.

Subd. 8. Permit to carry voided. (a) The permit to carry is void at the time that the holder becomes prohibited by law from possessing a firearm, in which event the holder must return the permit card to the issuing sheriff within five business days after the holder knows or should know that the holder is a prohibited person. If the sheriff has knowledge that a permit is void under this paragraph, the sheriff must give notice to the permit holder in writing in the same manner as a denial. Failure of the holder to return the permit within the five days is a gross misdemeanor unless the court finds that the circumstances or the physical or mental condition of the permit holder prevented the holder from complying with the return requirement.

(b) When a permit holder is convicted of an offense that prohibits the permit holder from possessing a firearm, the court must take possession of the permit, if it is available, and send it to the issuing sheriff.

(c) The sheriff of the county where the application was submitted, or of the county of the permit holder's current residence, may file a petition with the district court therein, for an order revoking a permit to carry on the grounds set forth in subdivision 6, paragraph (a), clause (3). An order shall be issued only if the sheriff meets the burden of proof and criteria set forth in subdivision 12. If the court denies the petition, the court must award the permit holder reasonable costs and expenses, including attorney fees.

(d) A permit revocation must be promptly reported to the issuing sheriff.

Subd. 8a. Prosecutor's duty. Whenever a person is charged with an offense that would, upon conviction, prohibit the person from possessing a firearm, the prosecuting attorney must ascertain whether the person is a permit holder under this section. If the person is a permit holder, the prosecutor must notify the issuing sheriff that the person has been charged with a prohibiting offense. The prosecutor must also notify the sheriff of the final disposition of the case.

Subd. 9. Carrying pistols about one's premises or for purposes of repair, target practice. A permit to carry is not required of a person:

(1) to keep or carry about the person's place of business, dwelling house, premises or on land possessed by the person a pistol;

(2) to carry a pistol from a place of purchase to the person's dwelling house or place of business, or from the person's dwelling house or place of business to or from a place where repairing is done, to have the pistol repaired;

(3) to carry a pistol between the person's dwelling house and place of business;

(4) to carry a pistol in the woods or fields or upon the waters of this state for the purpose of hunting or of target shooting in a safe area; or

(5) to transport a pistol in a motor vehicle, snowmobile or boat if the pistol is unloaded, contained in a closed and fastened case, gunbox, or securely tied package.

Subd. 10. False representations. A person who gives or causes to be given any false material information in applying for a permit to carry, knowing or having reason to know the information is false, is guilty of a gross misdemeanor.

Subd. 11. No limit on number of pistols. A person shall not be restricted as to the number of pistols the person may carry.

Subd. 11a. Emergency issuance of permits. A sheriff may immediately issue an emergency permit to a person if the sheriff determines that the person is in an emergency situation that may constitute an immediate risk to the safety of the person or someone residing in the person's household. A person seeking an emergency permit must complete an application form and must sign an affidavit describing the emergency situation. An emergency permit applicant does not need to provide evidence of training. An emergency permit is valid for 30 days, may not be renewed, and may be revoked without a hearing. No fee may be charged for an emergency permit. An emergency permit holder may seek a regular permit under subdivision 3 and is subject to the other applicable provisions of this section.

Subd. 12. Hearing upon denial or revocation. (a) Any person aggrieved by denial or revocation of a permit to carry may appeal by petition to the district court having jurisdiction over the county or municipality

where the application was submitted. The petition must list the sheriff as the respondent. The district court must hold a hearing at the earliest practicable date and in any event no later than 60 days following the filing of the petition for review. The court may not grant or deny any relief before the completion of the hearing. The record of the hearing must be sealed. The matter must be heard de novo without a jury.

(b) The court must issue written findings of fact and conclusions of law regarding the issues submitted by the parties. The court must issue its writ of mandamus directing that the permit be issued and order other appropriate relief unless the sheriff establishes by clear and convincing evidence:

(1) that the applicant is disqualified under the criteria described in subdivision 2, paragraph (b); or

(2) that there exists a substantial likelihood that the applicant is a danger to self or the public if authorized to carry a pistol under a permit. Incidents of alleged criminal misconduct that are not investigated and documented may not be considered.

(c) If an applicant is denied a permit on the grounds that the applicant is listed in the criminal gang investigative data system under section 299C.091, the person may challenge the denial, after disclosure under court supervision of the reason for that listing, based on grounds that the person:

(1) was erroneously identified as a person in the data system;

(2) was improperly included in the data system according to the criteria outlined in section 299C.091, subdivision 2, paragraph (b); or

(3) has demonstrably withdrawn from the activities and associations that led to inclusion in the data system.

(d) If the court grants a petition brought under paragraph (a), the court must award the applicant or permit holder reasonable costs and expenses including attorney fees.

Subd. 12a. Suspension as condition of release. The district court may order suspension of the application process for a permit or suspend the permit of a permit holder as a condition of release pursuant to the same criteria as the surrender of firearms under section 629.715. A permit suspension must be promptly reported to the issuing sheriff. If the permit holder has an out-of-state permit recognized under subdivision 16, the court must promptly report the suspension to the commissioner for inclusion solely in the database under subdivision 15, paragraph (a).

Subd. 13. Exemptions; adult correctional facility officers. A permit to carry a pistol is not required of any officer of a state adult correctional facility when on guard duty or otherwise engaged in an assigned duty.

Subd. 14. Records. (a) A sheriff must not maintain records or data collected, made, or held under this section concerning any applicant or permit holder that are not necessary under this section to support a permit that is outstanding or eligible for renewal under subdivision 7, paragraph (b). Notwithstanding section 138.163, sheriffs must completely purge all files and databases by March 1 of each year to delete all information collected under this section concerning all persons who are no longer current permit holders or currently eligible to renew their permit.

(b) Paragraph (a) does not apply to records or data concerning an applicant or permit holder who has had a permit denied or revoked under the criteria established in subdivision 2, paragraph (b), clause (1), or subdivision 6, paragraph (a), clause (3), for a period of six years from the date of the denial or revocation.

Subd. 15. Commissioner; contracts; database. (a) The commissioner must maintain an automated database of persons authorized to carry pistols under this section that is available 24 hours a day, seven days a week, only to law enforcement agencies, including prosecutors carrying out their duties under subdivision 8a, to verify the validity of a permit.

(b) The commissioner may maintain a separate automated database of denied applications for permits to carry and of revoked permits that is available only to sheriffs performing their duties under this section containing the date of, the statutory basis for, and the initiating agency for any permit application denied or permit revoked for a period of six years from the date of the denial or revocation.

(c) The commissioner may contract with one or more vendors to implement the commissioner's duties under this section.

Subd. 16. Recognition of permits from other states. (a) The commissioner must annually establish and publish a list of other states that have laws governing the issuance of permits to carry weapons that are not similar to this section. The list must be available on the Internet. A person holding a carry permit from a state not on the list may use the license or permit in this state subject to the rights, privileges, and requirements of this section.

(b) Notwithstanding paragraph (a), no license or permit from another state is valid in this state if the holder is or becomes prohibited by law from possessing a firearm.

(c) Any sheriff or police chief may file a petition under subdivision 12 seeking an order suspending or revoking an out-of-state permit holder's authority to carry a pistol in this state on the grounds set forth in subdivision 6, paragraph (a), clause (3). An order shall only be issued if the petitioner meets the burden of proof and criteria set forth in subdivision 12. If the court denies the petition, the court must award the permit holder reasonable costs and expenses including attorney fees. The petition may be filed in any county in the state where a person holding a license or permit from another state can be found.

(d) The commissioner must, when necessary, execute reciprocity agreements regarding carry permits with jurisdictions whose carry permits are recognized under paragraph (a).

Subd. 17. Posting; trespass. (a) A person carrying a firearm on or about his or her person or clothes under a permit or otherwise who remains at a private establishment knowing that the operator of the establishment or its agent has made a reasonable request that firearms not be brought into the establishment may be ordered to leave the premises. A person who fails to leave when so requested is guilty of a petty misdemeanor. The fine for a first offense must not exceed \$25. Notwithstanding section 609.531, a firearm carried in violation of this subdivision is not subject to forfeiture.

(b) As used in this subdivision, the terms in this paragraph have the meanings given.

(1) "Reasonable request" means a request made under the following circumstances:

(i) the requester has prominently posted a conspicuous sign at every entrance to the establishment containing the following language: "(INDICATE IDENTITY OF OPERATOR) BANS GUNS IN THESE PREMISES."; or

(ii) the requester or the requester's agent personally informs the person that guns are prohibited in the premises and demands compliance.

(2) "Prominently" means readily visible and within four feet laterally of the entrance with the bottom of the sign at a height of four to six feet above the floor.

(3) "Conspicuous" means lettering in black arial typeface at least 1-1/2 inches in height against a bright contrasting background that is at least 187 square inches in area.

(4) "Private establishment" means a building, structure, or portion thereof that is owned, leased, controlled, or operated by a nongovernmental entity for a nongovernmental purpose.

(c) The owner or operator of a private establishment may not prohibit the lawful carry or possession of firearms in a parking facility or parking area.

(d) The owner or operator of a private establishment may not prohibit the lawful carry or possession of firearms by a peace officer, as defined in section 626.84, subdivision 1, paragraph (c), within the private establishment or deny the officer access thereto, except when specifically authorized by statute. The owner or operator of the private establishment may require the display of official credentials issued by the agency that employs the peace officer prior to granting the officer entry into the private establishment.

(e) This subdivision does not apply to private residences. The lawful possessor of a private residence may prohibit firearms, and provide notice thereof, in any lawful manner.

(f) A landlord may not restrict the lawful carry or possession of firearms by tenants or their guests.

(g) Notwithstanding any inconsistent provisions in section 609.605, this subdivision sets forth the exclusive criteria to notify a permit holder when otherwise lawful firearm possession is not allowed in a private establishment and sets forth the exclusive penalty for such activity.

(h) This subdivision does not apply to a security guard acting in the course and scope of employment. The owner or operator of a private establishment may require the display of official credentials issued by the company, which must be licensed by the Private Detective and Protective Agent Services Board, that employs the security guard and the guard's permit card prior to granting the guard entrance into the private establishment.

Subd. 18. Employers; public colleges and universities. (a) An employer, whether public or private, may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment related civil sanctions may be invoked for a violation.

(b) A public postsecondary institution regulated under chapter 136F or 137 may establish policies that restrict the carry or possession of firearms by its students while on the institution's property. Academic sanctions may be invoked for a violation.

(c) Notwithstanding paragraphs (a) and (b), an employer or a postsecondary institution may not prohibit the lawful carry or possession of firearms in a parking facility or parking area.

Subd. 19. Immunity. Neither a sheriff, police chief, any employee of a sheriff or police chief involved in the permit issuing process, nor any certified instructor is liable for damages resulting or arising from acts with a firearm committed by a permit holder, unless the person had actual knowledge at the time the permit was issued or the instruction was given that the applicant was prohibited by law from possessing a firearm.

Subd. 20. Monitoring. (a) By March 1, 2004, and each year thereafter, the commissioner must report to the legislature on:

(1) the number of permits applied for, issued, suspended, revoked, and denied, further categorized by the age, sex, and zip code of the applicant or permit holder, since the previous submission, and in total;

(2) the number of permits currently valid;

(3) the specific reasons for each suspension, revocation, and denial and the number of reversed, canceled, or corrected actions;

(4) without expressly identifying an applicant, the number of denials or revocations based on the grounds under subdivision 6, paragraph (a), clause (3), the factual basis for each denial or revocation, and the result of an appeal, if any, including the court's findings of fact, conclusions of law, and order;

(5) the number of convictions and types of crimes committed since the previous submission, and in total, by individuals with permits including data as to whether a firearm lawfully carried solely by virtue of a permit was actually used in furtherance of the crime;

(6) to the extent known or determinable, data on the lawful and justifiable use of firearms by permit holders; and

(7) the status of the segregated funds reported to the commissioner under subdivision 21.

(b) Sheriffs and police chiefs must supply the Department of Public Safety with the basic data the department requires to complete the report under paragraph (a). Sheriffs and police chiefs may submit data classified as private to the Department of Public Safety under this paragraph.

(c) Copies of the report under paragraph (a) must be made available to the public at the actual cost of duplication.

(d) Nothing contained in any provision of this section or any other law requires or authorizes the registration, documentation, collection, or providing of serial numbers or other data on firearms or on firearms' owners.

Subd. 21. Use of fees. Fees collected by sheriffs under this section and not forwarded to the commissioner must be used only to pay the direct costs of administering this section. Fee money may be used to pay the costs of appeals of prevailing applicants or permit holders under subdivision 8, paragraph (c); subdivision 12, paragraph (e); and subdivision 16, paragraph (c). Fee money may also be used to pay the reasonable costs of the county attorney to represent the sheriff in proceedings under this section. The revenues must be maintained in a segregated fund. Fund balances must be carried over from year to year and do not revert to any other fund. As part of the information supplied under subdivision 20, paragraph (b), by January 31 of each year, a sheriff must report to the commissioner on the sheriff's segregated fund for the preceding calendar year, including information regarding:

(1) nature and amount of revenues;

(2) nature and amount of expenditures; and

(3) nature and amount of balances.

Subd. 22. Short title; construction; severability. This section may be cited as the Minnesota Citizens' Personal Protection Act of 2003. The legislature of the state of Minnesota recognizes and declares that the second amendment of the United States Constitution guarantees the fundamental, individual right to keep and bear arms. The provisions of this section are declared to be necessary to accomplish compelling state interests in regulation of those rights. The terms of this section must be construed according to the compelling state interest test. The invalidation of any provision of this section shall not invalidate any other provision.

Subd. 23. Exclusivity. This section sets forth the complete and exclusive criteria and procedures for the issuance of permits to carry and establishes their nature and scope. No sheriff, police chief, governmental unit, government official, government employee, or other person or body acting under color of law or

governmental authority may change, modify, or supplement these criteria or procedures, or limit the exercise of a permit to carry.

Subd. 24. **Predatory offenders.** Except when acting under the authority of other law, it is a misdemeanor for a person required to register by section 243.166 to carry a pistol whether or not the carrier possesses a permit to carry issued under this section. If an action prohibited by this subdivision is also a violation of another law, the violation may be prosecuted under either law.

History: 1975 c 378 s 4; 1976 c 269 s 1; 1977 c 349 s 3; 1983 c 264 s 10; 1986 c 444; 1992 c 571 art 15 s 8,9; 1993 c 326 art 1 s 32; 1994 c 618 art 1 s 45,46; 1994 c 636 art 3 s 38-40; 1998 c 254 art 2 s 69; 2003 c 28 art 2 s 4-28,34; 2005 c 83 s 1,3-10; 2009 c 139 s 6; 2015 c 65 art 3 s 32; 2017 c 95 art 3 s 25

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Chisago County Request for Board Action

Meeting Date: June 1, 2022	Item Number: 14		
Title of Item for Consideration: Acceptance of a Donation - Trailer from Lakes Region EMS			
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office		
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy (Policy 2007-4) regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.			
Background: Lakes Region EMS would like to donate an enclosed trailer to be used by the Sheriff's Office to store and transport Community Outreach and Education equipment. The trailer is a 2005 Schifsky Enclosed Trailer vin # 1B9BV121355655102			
Attachment(s): • Letter of Donation from Lakes Region EMS			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the donation of a trailer from Lakes Region EMS. The following motion is suggested: <i>"Move to approve the donation of the 2005 Schifsky Enclosed Trailer from Lakes Region EMS."</i>			
Implications of Action: Approving this donation will give the Sheriff's Office a reliable trailer to store and transport community outreach and education equipment.			
Budget/Financial Implications: This donation would provide equipment valued at \$5,000 to the Sheriff's Office.			
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.			
Administrator's Recommendation			
Approve	Deny _____	Other _____	
Motion By: _____		Seconded by: _____	
To: _____			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Lakes Region



May 5th, 2022

Sheriff Branden Thyen,

Lakes Region EMS would like to donate the following items for use by the Sheriff's Office:

2005 single axle Schifsky enclosed trailer.

V.I.N./ Serial Number: 1B9BV121355655102

Estimated value = \$5000.00

The trailer is available immediately with a request that any LREMS graphics will be removed prior to use by the Sheriff's Office. Please reach out with any questions.

Ben Wasmund

Director of Operations

Benw@lrems.com

651.277.4911 #112

LOCATION

40245 Fletcher Ave.
North Branch, MN
55056

PHONE

Office:
651.277.4911

Interfacility:
651.224.8994

FAX
651.674.4628

WEB
lrems.com

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FINANCIAL RESPONSIBILITY • DEDICATION TO THE COMMUNITIES WE SERVE