



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, October 5, 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.) Affiliation Agreement with Northern Illinois University TAB 3

4.) SHIP Grant Agreement – Rush City High School TAB 4

5.) SHIP Grant Agreement – Chisago Lakes Public School WCC TAB 5

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 – Affiliation Agmt with Northern Illinois University TAB 3

4.) HHS Committee Recommendation – SHIP Grant Agreement – Rush City High School TAB 4

5.) HHS Committee Recommendation – SHIP Grant Agreement – Chisago Lakes WCC TAB 5

6.) Payment of County's Warrants and Miscellaneous Bills TAB 6

7.) Minutes from the September 21, 2022 Regular Meeting TAB 7

8.) Leaves without Pay – County Board Policy/Labor Agreement TAB 8

Other County Business:

9.) Citizen Appointment to Extension Committee – At-Large TAB 9

10.) County Board Proclamation of Manufacturer's Month TAB 10

11.) FY23 WBIF Grant Work Plan – Lower St. Croix Watershed TAB 11

12.) Amend. to Lower St. Croix Comprehensive Watershed Mgmt. Plan – Priority Bodies TAB 12

Discussion Items:

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

Adjourn Meeting of the Board of Commissioners

***** Budget and Finance Committee Meeting – Wednesday, October 12th @ 3:00 p.m. *****



CHISAGO COUNTY HEALTH & HUMAN SERVICES

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

#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: October 5, 2022

I. Department Updates/Highlights:

The Minnesota Department of Human Services (DHS) has reached out to Chisago County Health and Human Services and requested our participation in a Lead Agency business Process Review. The Minnesota Legislature appropriated funding to DHS to review 15 lead agencies and tribal nations to identify best practices for efficiencies, eligibility determination, assessment, and support planning. DHS has contracted with Public Consulting Group (a national management consulting operations firm) to conduct a business process review and a one week on site visit to shadow staff, conduct interviews with supervisors and staff, and meet with some of the families that we serve. DHS will then receive a final report identifying overall best practices and recommendations for improvement statewide. Additionally, Chisago County HHS will receive an unbiased review of our processes and possible recommendations.

DHS has announced that MinnesotaCare premiums will remain at reduced levels through 2025, helping workers and families maintain their access to affordable health care. MinnesotaCare covers people who earn too much to qualify for Medicaid but not enough to purchase other health insurance. Until January 2026, people with incomes under 160% of the federal poverty level will not have to pay premiums for MinnesotaCare. People whose incomes fall between 160% and 200% of the federal poverty level will pay reduced premiums. The lower premiums began in 2021 and had been set to end in January 2023, until the new federal legislation passed.

There is now additional funding available through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSA) to support Adult Protection Services. The funds are available due to some counties not applying for these monies during the initial competitive grant process in 2021. At this time Chisago County is scheduled to receive an additional \$4,183.83.

Chisago County is scheduled to receive \$2,209,069 over the next 18 years as part of the Opioid Settlement Agreement that was reached earlier this year. The Legislature requires that counties involve municipalities, community partners, local law enforcement agencies, and citizens in the planning process for the use of these funds in the prevention and treatment of opioid use disorder (OUD). Local Public Health agencies have been designated as the chief strategists in this collaborative process. To begin this work there are currently three Chisago County Community Forums scheduled, to begin to collect input from the community. (see attached flyer) Current forums are scheduled for October 6th at the Chisago Lakes Township Hall, October 11th at the North Branch library, and October 27th at the Rush City High School.

Chisago County's annual Operation Community Connect (OCC) is currently scheduled for Thursday, October 20th at the Chisago Lakes Lutheran Church in Center City. At this point in time there are over 30 agencies/vendors signed up to participate. Arrowhead Transportation will be providing free rides for individuals living in Chisago County. This event has been a big success in previous years and is well received throughout our communities.

Chisago County Public Health is currently offering appointments for the Moderna COVID-19 bivalent booster at the North Branch HHS building. Eligible individuals can schedule an appointment by calling Public Health at 651-213-5233. The Moderna bivalent vaccine is approved for individuals 18 years and older. Additionally, Public Health has assisted the Minnesota Department of Health in scheduling some local vaccination clinics.

Last month I noted that we had a waiting list for MnCHOICES Assessments for the first time ever. This month our waiting list has grown to about 55 individuals. We are sending MA paperwork out to clients ahead of time and adjusting our intake process some, in an effort to speed the process. Additionally, October and November are historically a little slower for reassessments so we are shifting some of those Assessors over to complete new assessments and hoping that we can get the list down some. If the requests for new assessments continue to come in at this pace, we will continue to fall further behind. We will continue to monitor this through the fourth quarter and keep the Board updated.

II. Financial Notes:

Health and Human Services is currently undergoing an audit of our Revenue Recapture Program. The Minnesota Department of Revenue has selected ten of our current cases for review. This is the first time that this program has been audited. At this time we are not aware of any issues or concerns.

III. Staffing Updates:

We have recently hired one new case manager in our Aging and Disabilities Division. This is an internal promotion for a current case aide in our Child Protection Department, thus creating an opening there. That position has been posted. We still have one open case

manager position in the Aging and Disabilities Division and have reposted that opening. We also have one open financial worker position due to a recent retirement.

The only other staff openings currently in HHS are the two .8 Public Health nurses that are currently on hold to fill.

IV. Review of Requests for Board Action:

COMMUNITY FORUM: OPIOIDS IN CHISAGO COUNTY

Please join us to discuss the opioid settlement and to learn more about opioids and how opioid misuse is impacting Chisago County.

This is a safe space for community discussion and dialogue. All are welcome to attend.

*Attendance for all dates is **not** necessary, feel free to choose the time/location that works best for you*

**CHISAGO LAKES TOWNSHIP HALL
THURSDAY, OCTOBER 6 @ 10-11:30AM**

**NORTH BRANCH LIBRARY
TUESDAY, OCTOBER 11 @ 3-4:30PM**

**RUSH CITY HIGH SCHOOL
THURSDAY, OCTOBER 27 @ 4:30-6PM**

ANY QUESTIONS/CONCERNS? CONTACT
MADELYN.JENSEN@CHISAGOCOUNTYMN.GOV OR
MACKENZIE.HALFEN@CHISAGOCOUNTYMN.GOV



Chisago County Operation Community Connect



**THURSDAY, OCTOBER
20TH, 2022 11AM - 2PM**

"CONNECTING PEOPLE TO SERVICES THEY NEED"

**Chisago Lakes Lutheran Church
1 Summit Ave Center City, MN 55012**

- Lunch provided
- Multiple resource vendors
- Hair cuts
- Kids corner
- Shoe Bus (\$2 for kids, \$5 for adults)
- Coats
- Gloves, Hats & Socks
- Prize Giveaways
- AND MUCH MORE

While supplies last

**CONTACT ARROWHEAD
TRANSIT FOR
TRANSPORTATION TO AND
FROM EVENT
CALL: 800-862-0175 OPTION 13**

**Completely
free event**





**CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 5, 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>
9/19/2022	\$10,710.44		County's Warrants
9/19/2022	-	10/5/2022	Auditor's Warrants
9/23/2022	\$90,090.93		County's Warrants
9/23/2022	\$16,613.91	10/5/2022	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: October 5, 2022	Item Number: 3
Title of Item for Consideration: Affiliation Agreement with Northern Illinois University	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services periodically offers clinical experiences for qualified nursing students preparing for nursing careers. Attachment(s): Affiliation Agreement between Northern Illinois University and Chisago County Health & Human Services	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Affiliation Agreement between Northern Illinois University and Chisago County Health & Human Services. The suggested motion is as follows: <i>“Move to Approve the Affiliation Agreement between Northern Illinois University and Chisago County Health & Human Services”</i>	
Implications of Action: Approval of this Agreement will allow Chisago County and Northern Illinois University to work cooperatively to offer clinical experiences for students preparing for nursing careers. Budget/Financial Implications: There will be no Budget or Financial implication to Chisago County Health and Human Services. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve CJB	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

AFFILIATION AGREEMENT

THIS AGREEMENT (the “Agreement”) by and between **Chisago County by and through Chisago County Health and Human Services (“the Facility”)** and **the Board of Trustees of Northern Illinois University on behalf of Northern Illinois University (“the School”)** shall become effective on the date when the last party to sign has executed this Agreement (the “Effective Date”).

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. Insurance.

A. Student professional and general liability insurance.

(i) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(ii) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such

professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

B. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

C. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Evidence of student certifications, vaccinations, etc. As required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation. Any requirements under this section (e.g. immune status and TB screening) shall be based on current CDC and OSHA standards and/or guidelines for health-care personnel, and shall be evaluated by the School upon program entry of each student and again each time such standards and/or guidelines are changed or updated.

5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

6. School notices to students. The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

7. Indemnification. (a) All claims that arise or may arise against the School or its students, officers, employees, and/or agents as a consequence of any act or omission on the part of the School, shall no way be the responsibility or obligation of the Facility. Subject to the limitations of applicable Illinois law, the School shall indemnify, hold harmless and defend the Facility, its officers, employees and/or agents against any and all liability, loss, costs, damages, expenses claims or actions including reasonable attorney's fees that the Facility, its officers, employees and/or agents may sustain, incur or be required to pay arising out of or by reason of any act or omission of the School, its officers, employees and/or agents in the execution, performance or failure to adequately perform the School's obligations pursuant to this Agreement.

(b) All claims that arise or may arise against the Facility or, its officers, employees, and/or agents as a consequence of any act or omission on the part of the Facility, shall no way be the responsibility or obligation of the School. The Facility shall indemnify, hold harmless and defend the School, its officers, employees and/or agents against any and all liability, loss, costs, damages, expenses claims or actions including reasonable attorney's fees that the School, its officers, employees and/or agents may sustain, incur or be required to pay arising out of or by reason of any act or omission of the Facility, its

students, officers, employees and/or agents in the execution, performance or failure to adequately perform the Facility's obligations pursuant to this Agreement.

8. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

B. FACILITY RESPONSIBILITIES:

1. Provision of facilities for supervised clinical experiences. Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide faculty and students with an orientation to Facility, including HIPAA training.

2. Facility rules applicable to students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. Patient care. While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

4. Emergency treatment of students. Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

5. Designation of liaison to School; communications relating to practical learning and clinical educational experiences. The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison person to assure mutual

participation in and surveillance of the practical learning and clinical educational experience. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience.

6. Identity and credentials of Facility supervising personnel. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

8. Provision of relevant Facility policies. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

9. FERPA compliance. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility and shall not allow for the use of patient records without the express written consent of the patient or subject of the records. If used with the consent of the patient or client, the use shall require, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.
2. **Minnesota Government Data Practices.** The School and the Facility must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the Facility, in accordance with this Agreement, and it applies to all data, created, collected, received, stored, used maintained or

disseminated by the School and the Facility in accordance with this Agreement. In the event the School receives a request to release the data referred to in the clause, the School must immediately notify the Facility. The Facility will give the School instructions concerning the release of any data to a requesting party before said data is released.

3. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

4. Determination of number of participating students. The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

5. Evaluation of students' clinical experiences. Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

6. Removal of students.

(a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for one (1) year, to commence on the Effective Date. Thereafter, this Agreement shall automatically renew for additional one (1) year terms,

not to exceed a total of nine (9) one-year terms, unless terminated as set forth herein. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.
3. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
4. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
5. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
6. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
7. Intentionally omitted.
8. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to

such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Chisago County Health and Human Services
313 N. Main ST., Room 230
Center City, MN 55012
Attention: Joshua Huizar, Fiscal Operations Representative
Email: joshua.huizar@chisagocountymn.gov
Telephone: (651) 213-5632

With a Copy to:

Facility Legal Counsel at:
Chisago County Attorney's Office
313 No. Main ST., Suite 370,
Center City, MN 55012
Attention: Janet Reiter, County Attorney
Email: Attorney@chisagocountymn.gov

If to the School:

Northern Illinois University
College of Health & Human Sciences
Wirtz Hall 227
Dekalb IL, 60115
Attention: Stephen Hansen, Business Manager
CHHSBusinessOffice@niu.edu

With a Copy to:

The School Legal Counsel at:
Northern Illinois University
Legal Services
Altgeld 334
Dekalb IL, 60115
Attention: Laura Sala

or to such other addresses as the parties may specify in writing from time to time.

9. Intentionally omitted.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

13. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all in the spaces below.

For and on behalf of:
Chisago County by and through
Chisago County Health and Human Services
Facility Name

The Board of Trustees of
Northern Illinois University
College of Health & Human Sciences
School Name

Signature: _____

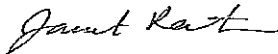
Printed Name: Robert Benson
Title: Director, Health and Human Services

Printed Name: Beverly Henry
Title: Interim Dean, College of Health & Human Sciences

Date: _____

Date: _____

Reviewed as to Form:



Janet Reiter Dated 9/28/2022
Chisago County Attorney

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

313 N. Main St Rm 230 Center City MN 55012

EXHIBIT B

NAMES OF PROGRAMS

- Undergraduate and Graduate Public Health

Chisago County Request for Board Action

Meeting Date: October 5, 2022	Item Number: 4
Title of Item for Consideration: SHIP Grant Agreement – Rush City High School	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): • SHIP Grant Agreement – Rush City High School	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – Rush City High. The following motion is suggested: “Move to approve the SHIP Grant Agreement – Rush City High.”	
Implications of Action: Approval of this Ship grant agreement will allow Wyoming Elementary to purchase a hydration station, the purchase of the hydration station will promote less use of plastic bottles and use more reusable bottles and encourage students and staff to drink more water. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,300.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Rush City School District, 51001 Fairfield AVE. Rush City, MN 55069 ("Grantee").

Recitals

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

WHEREAS, Rush City School District applied to County for a SHIP Grant in order to purchase a hydration station, the purchase of the hydration station will promote less use of plastic bottles and use more reusable bottles and encourage students and staff to drink more water; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand Three Hundred Dollars (\$2,300.00)**; and

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

NOW THEREFORE, the County and the Rush City School District enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** October 6, 2022 or the date the County obtains all required signatures, **whichever is later.** The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Janet Wagener
Address: 51001 Fairfield AVE. Rush City, MN 55069
Phone: 320-358-1264
Email: jwagener@rushcity.k12.mn.us

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

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

- 5.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
- 5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Three Hundred Dollars (\$2,300.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

- 11.1. **Upon project completion,** grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.
- 11.2. **Treatment of Data.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:
 1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
 2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

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

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

20.2. Intellectual Property.

- 20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).
- 20.2.2. Grantee represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The Grantee shall indemnify and defend, to the extent permitted by the Attorney General, County at the Grantee's expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Janet Wagener, Principal
Date:

2. COUNTY OF CHISAGO

APPROVED:

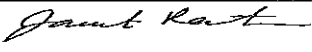
By:
Title: Rick Greene, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 09/28/2022

Chisago County Request for Board Action

Meeting Date: October 5, 2022	Item Number: 5
Title of Item for Consideration: SHIP Grant Agreement – Chisago Lakes Public School WCC	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – Chisago Lakes Public School WCC	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Ship grant agreement – Chisago Lakes Public School WCC. The following motion is suggested: <i>“Move to approve the SHIP Grant Agreement – Chisago Lakes Public School WCC.”</i>	
Implications of Action: Approval of this SHIP grant agreement will allow Chisago Lakes Public School WCC to purchase Bike Racks for the Wildcat Community Center, having a place to securely store bikes will strengthen ties to the community and promote health and wellness. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,100.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

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

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago Lakes Public School, WCC 29330 Olinda Trail, Lindstrom, MN 55045 ("Grantee").

Recitals

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

WHEREAS, Chisago Lakes Public Schools WCC applied to County for a SHIP Grant in order to purchase Bike Racks for the Wildcat Community Center, having a place to securely store bikes will strengthen ties to the community and promote health and wellness; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand One Hundred Dollars (\$2,100.00)**; and

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

NOW THEREFORE, the County and Chisago Lakes Public Schools WCC enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** October 6, 2022 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Daniel McGonigle, Director of Community Education
Address: 29330 Olinda Trail, Lindstrom, MN 55045
Phone: 651-213-2601
Email: dmcgonigle@isd2144.org

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

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

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand One Hundred Dollars (\$2,100.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

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

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

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

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

18. LIABILITY

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19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

20.2. Intellectual Property.

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

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Daniel McGonigle, Director of Community Education
Date:

2. COUNTY OF CHISAGO

APPROVED:

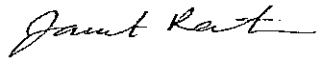
By:
Title: Rick Greene, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 09/28/2022



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 5, 2022**

TAB # 6

Payment of County's Warrants & Miscellaneous Bills

Bills Paid \$477,496.75

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, September 21, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, September 21, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

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

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

On motion by Dunne, 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 Montzka, seconded by Dunne, the Board moved to approve the request of the Rush City Council to rename a segment of County State Aid Highway 1 (4th Street) in Rush City in memory of Commissioner Mike Robinson. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

On motion by Montzka, seconded by DuBose, 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 – County Highway Naming Request

- 3.) Minutes from the September 7, 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.) Request for County Credit Card and Limit Increase – Ben Elfelt, LID Administrator

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

On motion by DuBose, seconded by Montzka, 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.

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution No. 22/0921-1, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of SP Farms Plat One located at 272X Olinda Trail, Franconia Township, (PID #04.00370.20) south of Chisago Blvd. and west of Olympic Trail. 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 Resolution No. 22/0921-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of North Dairy located at 31XXX Park Trail, Chisago Lake Township, (PID #02.00742.00) near the NE corner of Oasis Rd. and Park Trail. 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 direct the Planning Commission to act expeditiously on the proposed amended Chisago County Zoning Ordinance Section 3 Definitions and Section 5.06 Agricultural (AG) District, B. Permitted Uses or Section 5.06 Agricultural (AG) District, C. Conditional Uses, in order to define and allow Slaughterhouse and Meat Processing Facilities within the Agricultural (AG) Zoning. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

CITIZENS FORUM

TIME – 6:58 p.m. **END TIME** – 7:06 p.m.
of **SPEAKERS** – 2; # of online submissions: 1

On motion by Montzka, seconded by Dunne, the Board moved to adopt Ordinance #22/0921-4, Amending Sections 2, 3.06 and 3.07 of Chisago County Subdivision Ordinance 99-2 as presented and for summary publication and recording pursuant to law. 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 accept the September 12th Budget and Finance Report. 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 by Board Resolution the Chisago County Preliminary 2023 Levy and Annual Budget, as presented at tonight's meeting; to include:

- ☐ A 2023 Preliminary County Levy of \$47,453,001
- ☐ A 2023 Proposed Annual Budget with Expenditure of \$82,316,204
- ☐ Establishment of Wednesday, December 7th, 2022 at 7:00 PM as the date and time required for public review of and comment on the Proposed 2023 Annual Budget & Final 2023 Levy.

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 the Donation of 10 drag recovery bars and accessories from GearGrid. 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 2021 Emergency Management Performance Grant. 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 the Revised Axon Enterprise Purchase Agreement. 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 appointment of Allyssa Houle - Sowka and Karen Kennedy to the Chisago County Citizen Review Panel. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Affiliation Agreement with Northern Illinois University was removed from the agenda to be discussed at the October 5, 2022 Board of Commissioners Meeting.

On motion by Dunne, seconded by Montzka, the Board moved to approve the SHIP Grant Agreement – Williams Park Community Garden. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the Out-of-State Travel Request for 3 Children Services Social Workers to travel to Puerto Rico to provide child protective services. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the purchase of the KeySecur system upgrade for a total cost of \$148,140.00; \$38,140 of the overage would come from unallocated CIP and the remainder from operating budget. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the purchase of a new 1-ton Pick Up with the \$20,000 overage coming from the Hwy Equipment Repair budget. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

ARPA Discussion – Childcare Support

It is respectfully requested that the Chisago County Board of Commissioners discuss what type of program they want, if any, to create to expand childcare access in Chisago County.

On motion by Montzka, seconded by Dunne, the Board moved to approve a letter of support for the Franconia Sculpture Garden. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

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

On motion by DuBose, seconded by Dunne, the Board moved to close the County Board meeting at 8:10 p.m. related to strategy for labor negotiations, including negotiation strategies, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute. Minn. Stat. §13D.03 subd. 1. The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

On motion by DuBose, seconded by Dunne, the Board ended the closed meeting and reconvened the regular meeting at 9:17 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board adjourned the meeting at 9:18 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 Request for Board Action

Meeting Date: October 5, 2022	Item Number: 8
Title of Item for Consideration: Leaves without Pay – County Board Policy/Labor Agreement	
Action Requested by: County Administrator	Department: Administration
Previous Action on this Matter: Any leave without pay needs to be approved by the Department Head and then the Board of Commissioners under the negotiated labor agreements with the proper bargaining unit.	
Background: The Board of Commissioners and the Labor Agreements require that when an employee requires a leave from work for emergency reasons, the Board of Commissioners must approve the leave if the Department Director has recommended the approval because the leave would not affect the services provided by the Department. Employees are eligible for leave without pay if it is disability leave, military leave or childcare leave (may not exceed 6 months). 2 employees require leave, one from the County Recorder's Office (GCP Labor Contract) and another from HHS (HHS Labor Contract).	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the two leaves of absence without pay for two different employees, one from the County Recorder's Office and the other from Health and Human Services . The following motion is suggested; <i>“Move to approve the 2 leaves of absence without pay for two different employees, one from the County Recorder's Office and the other from Health and Human Services.”</i>	
Implications of Action: If the recommended actions are undertaken, the County Board will have allowed to leave work for a time period without pay. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve 	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: October 5, 2022	Item Number: 9
Title of Item for Consideration: Citizen Appointment to Extension Committee – At-Large	
Action Requested by: County Administrator	Department: Administration
Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees. The Board of Commissioners determine who will be on the committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission. The Board appointed Citizens to various Boards/Committees/Commissions at the Yearly Organizational meeting on January 4th, 2022.	
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. At times vacancies occur due to appointee resigning. There is currently a vacancy on the Extension Committee requires appointment. Extension Committee – Angela Mallery, Lindstrom, At Large, term ends January 5, 2024	
Attachments: Citizen Application	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissioners for the identified terms. The following motion is suggested to appoint Angela Mallery to the Extension Committee: <i>“Move to appoint Angela Malley as a At-Large representative on the Extension Committee; effective immediately thru January 5th, 2024.”</i>	
Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations.	
Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2022 Budget for the identified Boards/Committees/Commissions.	
Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

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

Print

**General: Application for Appointment to an Advisory Committee,
Commission - Submission #4013**

Date Submitted: 9/7/2022

County Logo



**APPLICATION FOR APPOINTMENT TO AN
ADVISORY COMMITTEE, COMMISSION**

Committee of Interest*

Extension Committee

Instructions:

Please complete ONE application for each committee you are seeking. Notice of Rights identified on next page.

Last Name:*

Mallery

First Name:*

Angela

Middle Name:*

M

Address:*

[Redacted Address]

City:*

Lindstrom

State:*

MN

Zip:*

55045

Home Phone:

[Redacted Home Phone]

Business Phone:

Cell Phone:

Fax No.:

Email Address:

[Redacted Email Address]

In which Commissioner District do you reside?*

District #1

If you reside in a Township, please list:

List experience or skills you have relating to the appointment you are seeking:*

hello - I am interested in this position to use my skills in project oversight, negotiations, public speaking, and love of extension services. I have a degree in biology, management, and an educational doctorate in organizational leadership; my dissertation was in motivation to do hard things. I am also a beginning master gardener, prior 4-H members, and passionate about showing up in the world to help others.

List special or personal interests relating to the appointment you are seeking:*

As a recent member of the master gardeners I see the joy and benefit of the program; and a prior 4-H member I can appreciate the skills it gave me to be a successful adult. I enjoy the details, the science, and the aspects this position provides.

Why do you want this appointment?*

in short; I want to be able to give back, to show up in the world with a little kindness; I have a unique skillset combining both science and teaching (and a bit of fun); attention to detail while seeing the business perspective of things. ...and I believe in these programs.

Digital Signature:*

Date:*

Angela Mallery

9/7/2022

I agree and consent to providing a digital signature.

NOTICE OF RIGHTS

In accordance with the Minnesota Government Data Practices Act, Chisago County is required to inform you of your rights as they pertain to private information collected from you. Private data is that information which is available to you, Chisago County Administration and the department to which you are applying, but not to the public.

The purpose of the collected information is to determine your eligibility to participate on a commission or advisory board. Furnishing the requested information is voluntary, although refusal to supply the information may make you ineligible for an appointment.

Names and home addresses of applicants for appointment to the members of an advisory or commission are public, as are rank on eligibility list, job history, education, training and work availability. All other information obtained from you is private.

Explanation of Your Rights

Completion of this form is optional. It is not part of the application process. The purpose of this form is to authorize release of your Email (if any) and fax or telephone number(s) to members of the Chisago County Board of Commissioners. Authorizing release of your contact information is not required. If you decline to complete this release, the commissioners who will make the decision regarding your application for appointment to the committee, board or commission will not be able to contact you in advance of his/her decision to vote.

If you have a question about anything on this form, or would like more explanation, please contact the Clerk to the County Board before you sign it.

Waiver and Release

As an applicant for an opening with one of Chisago County's committees, boards or commissions, I understand that I have a right to have some personal information remain private. I recognize Chisago County Commissioners may want to contact me and inquire about my interest and qualifications regarding this position.

Waiver A: (optional)

angela mallery

Please enter your name above to hereby waive your right to keep the specified data private.

Waiver B: (optional)

angela mallery

Please enter your name above if you wish to give your permission for Chisago County to release data about yourself to Chisago County Commissioners currently serving on the Chisago County Board of Commissioners, as described on this form.

1. The data I want Chisago County to release includes Email address, and any fax or telephone number(s) included on my application. Data to be released (check corresponding box(es)):



Email Address



Fax Number



Home Phone



Business/Work Phone



Cell Phone

2. I understand that I am authorizing Chisago County to release the data to members of the Chisago County Board of Commissioners, currently serving on the Chisago County Board of Commissioners, for the sole purpose of contacting me regarding my application.

3. I understand that the data are classified as private data at Chisago County and the classification or treatment of the data after release to any commissioner remains private data and shall not be further released, without my express written consent.

This authorization to release expires ninety (90) days from the date of my signature OR upon the filling of the position on the committee, board, or commission, whichever comes first.

Digital Signature:*

angela mallery

Date:*

9/7/2022

I agree and consent to providing a digital signature.

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 10
Title of Item for Consideration: County Board Proclamation of Manufacturer's Month	
Action Requested by: Nancy Hoffman, Director	Department: HRA-EDA
Previous Action on this Matter: Each year the Chisago County Board Chair proclaims the first week of October as Manufacturers' Week in Chisago County. This year the State of Minnesota has proclaimed October to be Manufacturers' Month.	
Background: The month of October has been designated by the State of Minnesota as "Manufacturers' Month." Chisago County has followed suit in proclaiming October as "Manufacturers' Month in Chisago County" in appreciation for all they provide to the economy and quality of life in the county.	
Attachment(s): Proclamation	
Action Requested/Recommended: It is respectfully requested by the Chisago County HRA/EDA that the Chisago County Board Chair approve proclaiming October 2022 as "Manufacturers' Month in Chisago County." The suggested action is as follows:	
<i>"Move to approve the attached Proclamation, which proclaims October 2022 as Manufacturers Month in Chisago County"</i>	
Implications of Action: By approving the proclamation, October will be Manufacturer's Month in Chisago County.	
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 _____

RESOLUTION NO. _____

PROCLAMATION
Declaring the Month of October 2022 as
"MANUFACTURER'S MONTH"
IN CHISAGO COUNTY

Whereas The manufacturing industry is a dynamic part of Chisago County and Minnesota's economy, and promotion of this sector's strength, success and high quality of life is an integral part of Chisago County's economic development strategy; and

Whereas Manufacturing provides high skill, high wage jobs which significantly contribute to Minnesota's high standard of living and economic vitality; and

Whereas In 2021 there are 89 manufacturing businesses in Chisago County employing 2,421 with total wages of almost \$135 million being the second largest total payroll among business sectors in Chisago County; and

Whereas Manufacturing jobs in Chisago County account for 17% of all private sector employment within the county; and

Whereas Manufacturing has the fourth largest total payroll among business sectors in Minnesota, providing over \$23 billion in wages in 2021; and

Whereas Manufacturing produces \$60,478 billion for the state economy in 2021 and is the largest share, 14 percent of our gross domestic product; and

Whereas Manufactured exports brought over \$23.5 billion into the Minnesota economy in 2021,

Now, therefore, I, Rick Greene, Chair of the Chisago County Board, do hereby proclaim that, the month of October 2022 shall be observed as:

CHISAGO COUNTY, MINNESOTA MANUFACTURERS' MONTH

in the County of Chisago on this fifth day of October, Two Thousand and Twenty-Two.

Rick Greene
Chisago County Board Chair

Chisago County Request For Board Action

Meeting Date: October 5, 2022	Item Number: 11
Title of Item for Consideration: FY23 WBIF Grant Work Plan – Lower St. Croix Watershed	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP - “<i>One Watershed One Plan – 1W1P</i>”) and enter into a Joint Powers Agreement for the Implementation of the LSC CWMP. On December 18, 2020, the Chisago County Board of Commissioners appointed Commissioner Chris DuBose to serve as a representative to the LSC CWMP Implementation Policy Committee. The Chisago County Board also appointed Lance Peterson and Mike Mergens as representatives to the Implementation Policy Committee. At their January 25, 2021 meeting, the Implementation Policy Committee approved the final 2021-2022 Work Plan for Watershed Based Implementation Funding (WBIF). On February 17, 2021, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2021-2022. In March the state Board of Water and Soil Resources (BWSR) approved the final Work Plan. The LSC CWMP will now receive \$1,264,531 in State WBIF grant funding to implement projects as identified in the Work Plan for years 2021-2022. At the May 18th 2022, the Board of Commissioners approved the Implementation Policy Committee and approved the Lower St. Croix Comprehensive Watershed Management Plan, and Annual Plan of Work for 2022-2023. At the August 17th, 2022 the Board of Commissioners approved the Trout Brook Stream Restoration project, the Trout Brook and Sunrise River Projects and the Sunrise River/Tax Forfeit Wetland Restoration projects. Background: At its September 26th meeting, the Policy Committee recommended grant work plan approval by partner boards, and authorized the Planning Team to make non-substantive changes as required by BWSR. The Committee designated Chisago SWCD as the fiscal agent authorized to submit the work plan and execute the grant. The grant work plan is being distributed to the LSC partner boards for approval. The Joint Powers Agreement does not describe the process for which the partnership will apply for grants or approve grant work plans, but it does describe how the partnership will handle its <i>annual</i> work plan, which is different from the grant work plan. The JPA indicates partner boards have 60 days to act on the <i>annual</i> work plan. However, a 30-day approval window for this particular <i>grant</i> work plan would better accommodate the WBIF project timeline as shown below. Attachment(s): • Lower St. Croix Partnership – Watershed Based Implementation Funding MEMO	

- FY23 WBIL Grant Work Plan

Action Requested/Recommended: The County Board is respectfully requested to approve the the FY23 WBIF grant work plan as recommended by the Policy Committee, including authorizing the Planning Team to make non-substantive changes as required by BWSR and designating Chisago SWCD as the fiscal agent authorized to submit the work plan and execute the grant. The following motion is suggested:

“moves to approve the FY23 WBIF grant work plan as recommended by the Policy Committee, including authorizing the Planning Team to make non-substantive changes as required by BWSR and designating Chisago SWCD as the fiscal agent authorized to submit the work plan and execute the grant.”

Implications of Action: Recommended Board action will assist in implementing the Lower St. Croix Comprehensive Watershed Management Plan.

Budget/Financial Implications: There are no budget implications at this time. The approved Annual Plan of Work recognizes water resources funding investments throughout the Lower St. Croix watershed.

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 _____

MEMO

Lower St. Croix Partnership – Watershed Based Implementation Funding

To: LSC Local Partner Board
From: LSC Local Partner Staff
Subject: FY23 WBIF Grant Work Plan

Date: September 27, 2022

[MEMO TEMPLATE – PLEASE BRING TO YOUR OCTOBER LOCAL BOARD MEETING]

Background/Discussion

The purpose of this agenda item is for the Lower St. Croix (LSC) local partner boards to consider taking action to approve the FY23 Watershed Based Implementation Funding (WBIF) grant work plan.

At its September 26th meeting the Policy Committee recommended grant work plan approval by partner boards, authorized the Planning Team to make non-substantive changes as required by BWSR, designated Chisago SWCD as the fiscal agent authorized to submit the work plan and execute the grant. The grant work plan is being distributed to the LSC partner boards for approval. The Joint Powers Agreement does not describe the process for which the partnership will apply for grants or approve *grant* work plans, but it does describe how the partnership will handle its *annual* work plan, which is different from the grant work plan. The JPA indicates partner boards have 60 days to act on the *annual* work plan. However, a 30-day approval window for this particular *grant* work plan would better accommodate the WBIF project timeline as shown below.

Proposed Timetable for Grant Work Plan Approval

September 14, 2022	Advisory Committee recommended grant work plan approval
September 19, 2022	Policy Committee meeting packet sent out
September 26, 2022	Policy Committee recommended grant work plan approval to partner boards
Month of October 2022	Lower St. Croix partner boards consider approving grant work plan. Need 2/3 approval.
October 28, 2022	Requested deadline for local boards approval – please notify Angie Hong, Craig Mell and Emily Heinz
October 31, 2022, 4pm	Goal deadline to submit grant work plan and budget request in eLINK
Months of November/December 2022	Board of Water and Soil Resources reviews and considers approving budget request and grant work plan (can occur simultaneously with fiscal signing the grant agreement)
Early December 2022	Chisago SWCD board meeting – fiscal agent sign grant agreement and return to BWSR
End of December 2022	BWSR executes agreement once grant work plan is approved
January 2023	CLFLWD's Sunrise River Wetland Enhancement Project estimated construction start date. Project must occur during frozen conditions. This project was awarded up to \$220,000 in FY23 WBIF grant funds at the July 25, 2022 Policy Committee meeting. The grant agreement must be executed prior to construction in order for project expenses to be eligible.

MEMO

Lower St. Croix Partnership – Watershed Based Implementation Funding

Project Approval Process

Note that the work plan does not describe the project approval process but indicates that it will follow the process as posted at the Lower St. Croix website (www.lsc1wlp.org). If this process were to change, it would not affect the WBIF grant work plan.

Recommended Action

Proposed Motion: Manager _____ moves to approve the FY23 WBIF grant work plan as recommended by the Policy Committee, including authorizing the Planning Team to make non-substantive changes as required by BWSR and designating Chisago SWCD as the fiscal agent authorized to submit the work plan and execute the grant. Seconded by Manager _____.

Please notify Angie Hong (ahong@mnwcd.org), Craig Mell (craig.mell@mn.nacdn.net) and Emily Heinz (Emily.heinz@clflwd.org) of your board's decision as soon as possible.

Attached: Recommended FY23 WBIF Grant Work Plan

FY23 Lower St. Croix 1W1P
Watershed Based Implementation Funding
Draft eLINK Work Plan (9/14/22)

Grant ID: TBD | Grant Expiration: December 31, 2025

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Grant Activities

This section provides a description of each grant activity. The Lower St. Croix Comprehensive Watershed Management Plan (CWMP) identifies four categories for Watershed Based Implementation Funding (WBIF) use: **Implementation – BMPs/Restoration Activities**, **Implementation – Shared Services**, **Prioritization & Analysis**, and **Administration** (CWMP, page 16). Additionally, the Board of Water and Soil Resources requires all WBIF grant work plans assign an eLINK activity category to each activity. Table 1 summarizes the ten grant activities and their associated eLINK categories and CWMP categories.

Table 1. Grant Activities and Categories

Activity #	Activity Name	eLINK Activity Category	CWMP Category
1	Structural Ag BMP Implementation	Agricultural Practices	Implementation – BMPs/Restoration Activities
2	Structural Urban BMP Implementation	Urban Stormwater Practices	
3	Non-Structural Ag/Urban Implementation	Non-Structural Management Practices	
4	Wetland Restoration Implementation	Wetland Restoration/Creation	
5	Agronomy Outreach Specialist	Project Development	Implementation – Shared Services
6	Shared Services Education	Education/Information	
7	Technical/Engineering	Technical/Engineering Assistance	
8	Internal Analyses	Planning and Assessment	Prioritization & Analysis
9	Targeting Analyses	Planning and Assessment	
10	Administration/Coordination	Administration/Coordination	Administration

Implementation – BMPs/Restoration Activities

Activity 1: Structural Ag BMP Implementation

eLINK Activity Category: Agricultural Practices

Grant: \$140,000

Match: \$37,500

Match Source(s): local or landowner funds

Lead Agency: Chisago SWCD, Craig Mell (also the lead for non-structural ag BMP implementation; subcontracts with local partners for specific projects).

Co-lead Agency: Washington Conservation District, Jay Riggs

Priority areas:

- Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tributaries with direct discharge to the St. Croix River.
- Tier 2: lakes that drain to St. Croix tributaries:
 - Rush and Goose Lakes in Chisago County
 - Forest Lake in CLFLWD (drains to Sunrise River)
- Priority tiers were developed by LSC Planning Team members and submitted to the Policy Committee in the FY21 grant work plan. The Policy Committee approved the FY21 grant work plan containing this tier structure on January 25, 2021.
- The project ranking subcommittee will also consider CWMP Figure 5-1 Vulnerable Groundwater in Agricultural Areas when evaluating potential projects.

CWMP Reference: Page 61

Activity Description: Provide cost-share/incentives for installing or implementing structural agricultural best management practices (e.g., feedlot improvements, buffers, WASCObS, diversions, lined waterways, grade stabilization structures, vegetative swales, livestock water management, etc.). Project partners will check BWSR eligibility requirements and consult the BWSR Board Conservationist to ensure projects are eligible. NRCS or other BWSR accepted standards will be followed for all practices installed. For feedlot improvement projects, the project partner will complete the BWSR supplemental feedlot worksheet to ensure compliance with BWSR policy for using CWF funds for feedlot improvements. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of the CWMP.

The target phosphorus load reduction for this Activity is 100 lb/yr.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Activity 2: Structural Urban BMP Implementation

eLINK Activity Category: Urban Stormwater Practices

Grant: \$140,000

Match: \$37,500

Match Source(s): Local or landowner funds

Lead Agency: Carnelian-Marine-St. Croix WD, Mike Isensee (also the lead for nonstructural urban BMP implementation)

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas: St. Croix River direct drainage, Sunrise River watershed, Fish Lake, Big Carnelian, Big Marine, Forest Lake.

CWMP Reference: Page 65

Activity Description: Provide cost-share/incentives for implementing structural urban best management practices (e.g., vegetated swales, pervious pavement, gully stabilization, rain gardens, and other urban practices). BWSR accepted standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of the CWMP.

The target phosphorus load reduction for this Activity is 100 lb/yr.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Activity 3: Non-Structural Ag/Urban BMP Implementation

eLINK Activity Category: Non-Structural Management Practices

Grant: \$100,079

Ag Lead Agency: Chisago SWCD, Craig Mell (also the lead for Structural Ag BMP Implementation)

Urban Lead Agency: Carnelian-Marine-St. Croix WD, Mike Isensee (also the lead for Structural Urban BMP Implementation)

Urban/Ag Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas:

- **Ag:**
 - Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tribs with direct discharge.
 - Tier 2: lakes that drain to St. Croix tribs.
 - Rush and Goose Lakes in Chisago County
 - Forest and Comfort Lakes in CLFLWD (drain to Sunrise River)

- Projects may also occur at other priority waters as identified in Table 5-2 and Table 5-3 of the LSC CWMP. Partners will also consider CWMP Figure 5-1 Vulnerable Groundwater in Agricultural Areas when evaluating potential projects.
- **Urban:** Communities or roadways draining to the waterbodies listed in Table 5-2 and Table 5-3 of the LSC CWMP are priorities.

CWMP Reference: Pages 61 and 65

Activity Description: Provide cost-share/incentives for implementing non-structural **agricultural** best management practices (e.g., soil health BMPs, reduced tillage, cover crops, nutrient management planning, forage/biomass plantings). NRCS or other BWSR accepted standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of CWMP.

Provide cost-share/incentives for implementing non-structural **urban** best management practices (e.g., enhanced street sweeping). BWSR accepted standards will be followed for all practices implemented. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of CWMP. Specific enhanced street sweeping targeting analyses will be performed for priority areas.

View the Non-Structural Agricultural Practices Policy and Enhanced Street Sweeping Protocols at www.lsc1w1p.org.

The target phosphorus load reduction for this Activity is 100 lb/yr.

Grant funds under this Activity will not be used to pay for staff time. See Implementation Category Budget Breakdown at the end of the Detail Work Plan Text.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: WBIF grant funding under this activity will be bifurcated between agricultural and urban practices.

Agricultural Non-Structural: Due to the urgent nature of implementing non-structural agricultural practices with landowner coordination, these practices do not require approval by the Steering Committee nor the Policy Committee. See project approval policies and procedures at www.lsc1w1p.org.

Urban Non-Structural: Urban non-structural street sweeping incentive funding will only be available to communities with approved enhanced street sweeping plans. See project approval policies and procedures at www.lsc1w1p.org.

Activity 4: Wetland Restoration Implementation

eLINK Activity Category: Wetland Restoration/Creation

Grant: \$220,000

Match: \$50,000

Match Source(s): Local funds

Lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas: Priority wetland restorations will result in measurable improvements to rivers/streams in Table 5-2 and/or lakes in Table 5-3 of the LSC CWMP. Areas of particular concern include the St. Croix River direct drainage area, Sunrise River corridor, Rock Creek corridor and subwatersheds identified in Figure 5-5 of the LSC CWMP.

CWMP Reference: Page 70

Activity Description: The target phosphorus load reduction for this Activity is 81 lb/yr. This Activity will involve implementation of wetland restoration project(s) as needed to achieve the target phosphorus reduction. The primary purpose of the wetland restoration project(s) will be for the improvement of water quality in receiving lakes/streams. Secondary benefits of wetland restoration projects will be considered as well, such as floodplain storage and habitat creation/enhancement.

Wetland restorations will not be used to mitigate wetland impacts. Grant funds will not be used for fee title land acquisition (but may be used as match in accordance with WBIF Policy). LSC Partners will ensure proposed wetland restorations are consistent with WBIF eligibility requirements. LSC Partners will target specific restorations through utilization of existing studies and targeting analyses (e.g., drained wetland inventories, diagnostic studies, subwatershed assessments), performance of additional modeling analyses using existing data from said studies, and completion of additional targeting analyses as necessary to fill data gaps. Work pertaining to targeting strategies is included as part of other grant Activities. Wetland restoration phosphorus reduction will be dependent on a number of factors beyond acres restored (e.g., proximity to target waterbody, level of degradation, hydrology).

At its July 25, 2022 meeting, the Policy Committee recommended the Sunrise River Wetland Restoration Project for grant allocation, which was then approved by a 2/3 majority of partner organization boards. This project may utilize FY21 WBIF funds at a minimum of \$80,449 and FY23 WBIF funds at a maximum of \$220,000 for a total allocation of \$300,449. Depending on the outcome of other FY21 project initiatives, more FY21 dollars may be allocated to this project, resulting in less FY23 dollars being used. This project will divert flow from an existing drainage ditch system out of Heims Lake at the Highway 61 culvert and then diffuse the flow into a multi-cell wetland complex located on the Tax Forfeit property owned by the Comfort Lake-Forest Lake Watershed District. The proposed project will result in annual phosphorus reductions of approximately 81 lb/yr to the Sunrise River, a LSC CWMP priority watercourse. The full outcome will be reported to the FY23 WBIF grant reporting. Construction requires frozen conditions and is estimated to occur January/February 2023.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Implementation – Shared Services

Activity 5: Agronomy Outreach Specialist

eLINK Activity Category: Project Development

Grant: \$225,000

Lead Agency: Washington Conservation District, Jay Riggs (partnership with UMN Extension)

Co-lead Agency: Chisago SWCD, Craig Mell

Priority areas: Agronomy outreach specialist will focus on priority areas described in Structural Ag BMP Implementation and Non-Structural Ag/Urban Implementation

CWMP Reference: Page 61

Activity Description: Agronomy outreach specialist. (A) Shared Services: Work with an agricultural conservationist (one individual) for basin wide assistance with agronomy, outreach, and technical assistance to agricultural producers including conservation planning and nutrient management plans. Approximately 80% of this position's time will be directly working with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations. See Attachment A – Agronomy Outreach Specialist Details & Milestones for more information.

This would allow for 1 full time agronomy outreach specialist to work basin-wide. Staff will work basin-wide and may have more than one office space. LSC partners will ensure duties assigned to this staff member will be in alignment with WBIF funding intent and requirements.

Costs billed to this item for the embedded Extension Agent will include the following: Staff salary, supervisory time (by University of MN), benefits, travel expenses, training expenses, and office supplies. As with all grant activities, LSC partners will ensure program expenses are eligible before billing to the grant/match. All costs will primarily benefit water quality in a priority resource as identified in the LSC CWMP. In addition to direct landowner outreach and technical assistance, as described above, staff time will also include program and work plan coordination: annual partner coordination meetings, updates to partners, interfacing with the shared services educator, coordinated planning efforts, regular basin-scale coordination meetings with LSC partners and other agencies as appropriate.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category.

Project Review & Grant Approval Process: Not applicable. Approval for expenditure of grant dollars under this activity is inherent in work plan approval.

Activity 6: Shared Services Education

eLINK Activity Category: Education/Information

Grant: \$270,500

Match: \$2,857.90

Match Source: Parties to the LSC JPC

Lead Agency: Washington Conservation District, Jay Riggs

Co-lead Agency: Chisago SWCD, Craig Mell (Subcontract with WCD to act as host entity)

Priority areas: Basin-wide

CWMP Reference: Page 65

Activity Description: Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices. Education and outreach tasks will serve the goals outlined in the LSC CWMP and may not always pertain to the implementation items described in this WBIF grant work plan, but will always have a primary benefit to water quality in priority resources.

- 90% = develop, distribute and implement outreach programs that result in behavioral changes achieving water quality benefits;
- 10% = solicit willing landowners to install BMPs that are goals within this plan. Promoted practices will be in line with BWSR eligibility requirements and will focus on water quality.

[0.5 FTE to expand EMWREP basin wide]. Outreach will specifically include MIDS promotion to communities. Outreach will also include preliminary work with LGUs to set shoreline "view corridors" to 25% of lot width or maximum 35' width and maximum vegetation clearing standards or adopt innovative shoreland standards to protect buffers, native ecosystems, and habitat corridors. This work will provide water quality benefits through their protection of shoreline and streambank buffers. LSC partners will ensure duties assigned to this staff member will be in alignment with WBIF funding intent and requirements. See Attachment B Education Details & Milestones for more information.

Costs billed to this item will include staff pay, program expenses, and contracted services for MIDS adoption initiative. As with all grant activities, LSC partners will ensure program expenses are eligible before billing to the grant/match. All costs will primarily benefit water quality in a priority resource as identified in the LSC CWMP. In addition to the outreach tasks described above, staff time will also include program and work plan coordination: annual partner coordination meetings, updates to partners, interfacing with the agronomy outreach specialist, coordinated planning efforts.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category.

Project Review & Grant Approval Process: This activity is composed of three types of education & outreach expenditures.

Shared Services Educator: Approval for expenditure of grant dollars for this task is inherent in work plan approval.

Education Materials/Expenses: Approval for expenditure of grant dollars for this task is inherent in work plan approval.

MIDS Adoption Initiative: MIDS Adoption Initiative expenditures will be composed of professional services (technical assistance from a MIDS subject matter expert). See project approval policies and procedures at www.lsc1w1p.org.

Activity 7: Technical/Engineering

eLINK Activity Category: Technical/Engineering Assistance

Grant: \$40,000

Lead Agencies:

- Chisago SWCD, Craig Mell (lead agency for structural and non-structural ag implementation; subcontracts with local partners for specific projects)
- Carnelian-Marine-St. Croix WD, Mike Isensee (lead agency for structural and non-structural urban BMP implementation)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations and/or third party consultants.

Activity Description: This Activity will include technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects. Funds may be used to contract with a third-party consultant for technical/engineering assistance. Funding allocation will be prioritized in areas where there are not local funds to support design work.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Prioritization & Analysis

Activity 8: Internal Analyses

eLINK Activity Category: Planning and Assessment

Grant: \$18,000

Lead Agency: Chisago County, Susanna Wilson-Witkowski

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for each subwatershed project)

Staff Qualifications: Work is likely to be performed by an outside consultant which will be vetted for staff qualifications.

Activity Description: Lakes will be awarded through the project evaluation process identified in the plan. The group will develop a timeline for evaluating internal load evaluation for lakes. Internal load evaluation should only occur after external loading is substantially addressed. Work under this activity will likely be performed by a contracted consultant.

Priority projects identified include:

- Linwood Lake and Martin Lake Anoka. Both are priority A for internal loading analysis in LSC CWMP Table 5-4.
- Goose Lake Washington. Priority B for internal loading analysis in CWMP Table 5-4. Water monitoring indicates watershed loads are addressed. Internal load reduction is the last step to delisting from MPCA Impaired waters list.
- Priority "A" lakes with Rush (E & W) and Goose Lakes as our preferred top three.
- Priority A Basin listed in Table 5-4, Downs Lake will be considered.
- Wallmark, Pioneer and North Goose Lakes in Chisago all priority A

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Activity 9: Targeting Analyses

eLINK Activity Category: Planning and Assessment

Grant: \$45,000

Lead Agency: Washington Conservation District, Jay Riggs

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for each subwatershed project)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: This Activity includes two general types of analyses: 1) Subwatershed Assessment (or similar analysis, not necessarily SWA protocols) and 2) Targeted Street Sweeping Analysis.

All priority waterbodies are listed in tables 5.2 and 5.3 Regionally Significant Lakes, Rivers and Streams for Pollutant Reductions. Subwatershed analysis requests will be reviewed by the Steering Committee and other committees as appropriate.

Communities or roadways draining to the waterbodies listed in Table 5-2 and Table 5-3 of the LSC CWMP are priorities for Targeted Street Sweeping Studies. Studies will follow the Tree Canopy Assessment Protocol which is available at www.lsc1w1p.org.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Administration

Activity 10: Administration/Coordination

eLINK Activity Category: Administration/Coordination

Grant: \$80,000

Lead Agencies: Chisago SWCD, WCD

Activity Description: This Activity will include the following tasks. See Attachment C - Staff Assignments and Qualifications for specific assignments and qualifications.

- Grant and progress reporting – includes coordinating with Chisago SWCD and other partners to gather reporting information, compiling said information, and entering reports into eLINK; will also include assisting Chisago SWCD with any grant/work plan amendments as necessary. Progress reporting will include demonstration of progress toward measurable outcomes (i.e., nutrient load reductions seen at target waterbodies) – examples include pounds of phosphorus and tons of total suspended solids removed from existing loads. Partners may use local funding to perform effectiveness monitoring to demonstrate actual outcomes achieved by projects. Otherwise, modeled loads will be reported. Staff will also report on outputs achieved (i.e., the interim steps needed in order to achieve the ultimate outcomes) – examples include number of landowners contacted, number of projects completed, description of outreach activities performed. Progress reporting will include comparison of budget vs actual spend for each cost category, as described in the final section of this work plan and on page 16 of the LSC CWMP.
- Coordination among Policy Committee, Steering Committee, Advisory Committee, and work plan activity planning team (lead coordination of meetings, agendas, meeting material distribution)
- Website upkeep: This activity includes the use of grant funds to host and update the LSC interactive web map as necessary.
- Fiscal agent administration and contract coordination – includes coordinating with other partners to gather reporting information and reviewing draft report; will also include leading any grant/work plan amendments as necessary
- Agronomy Outreach Specialist and Educator payroll administration.

Project Review & Grant Approval Process: Approval for expenditure of grant dollars for administration activities, as described above, is inherent in work plan approval. Planning Team members will seek Steering Committee approval if expenditures are expected to exceed the grant amount indicated above.

Budget

Table 2. Grant Budget

Activity #	Activity Name	Grant Budget	Match Budget	Total Budget
1	Structural Ag BMP Implementation	\$140,000.00	\$37,500.00	\$177,500.00
2	Structural Urban BMP Implementation	\$140,000.00	\$37,500.00	\$177,500.00
3	Non-Structural Ag/Urban Implementation	\$100,079.00		\$100,079.00
4	Wetland Restoration Implementation	\$220,000.00	\$50,000.00	\$270,000.00
5	Agronomy Outreach Specialist	\$225,000.00		\$225,000.00
6	Shared Services Education	\$270,500.00	\$2,857.90	\$273,357.90
7	Technical/Engineering	\$40,000.00		\$40,000.00
8	Internal Analyses	\$18,000.00		\$18,000.00
9	Targeting Analyses	\$45,000.00		\$45,000.00
10	Administration/Coordination	\$80,000.00		\$80,000.00
Total		\$1,278,579.00	\$127,857.90	\$1,406,436.90

Table 3. Shared Services Education Budget Breakout

Activity #	Activity Name	Grant	Match	Total
6	Shared Services Education	\$270,500.00	\$2,857.90	\$273,357.90
	Educator Compensation (half time, Mar '23 thru June '25)	\$180,500.00	\$2,857.90	\$183,357.90
	Education Materials/Equipment	\$30,000.00		\$30,000.00
	MIDS Adoption Initiative - Contracted Services	\$60,000.00		\$60,000.00

The Lower St. Croix Comprehensive Watershed Management Plan ([page 16](#)) provides an expected distribution of WBIFs across program areas. The following table compares the FY23 WBIF grant budget to the CWMP distribution.

Table 4. Grant Budget Distribution Across Program Areas

	LSC CWMP (Page 16)	Work Plan (Grant Funds)	Actual Grant Spend**
Implementation - BMPs/Restoration Activities*	45%	47%	TBD
Implementation - Shared Services	25%	42%	TBD
Prioritization & Analysis	25%	5%	TBD
Administration	5%	6%	TBD
	100%	100%	100%

*Expenses billed to implementation (blue) line items will be for implementation only and will not include staff time/engineering. Staff/consultant time for project coordination/design/engineering/oversight etc. is covered by the remaining three categories (green, orange, yellow).

**Progress reporting will include comparison of budget vs actual spend for each cost category.

Measurable Outcomes/Outputs and Milestones

Activity #	Grant Activity	Overall Measurable Outcome/Output	Year 1 (2023) Milestones	Year 2 (2024) Milestones	Year 3 (2025) Milestones
A1	Structural Ag BMP Implementation	Outcome: reduce phosphorus loading to target waterbodies by 100 lb/yr	Meet with landowners	Implement projects to achieve a phosphorus reduction of 50 lb/yr	Implement projects to achieve a phosphorus reduction of 50 lb/yr
A2	Structural Urban BMP Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 100 lb/yr	Meet with landowners	Implement projects to achieve a phosphorus reduction of 50 lb/yr	Implement projects to achieve a phosphorus reduction of 50 lb/yr
A3	Non-Structural Ag/Urban Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 100 lb/yr	Meet with landowners	Implement enhanced street sweeping programs and non-structural best management practices to achieve a phosphorus reduction of 50 lb/yr	Implement enhanced street sweeping programs and non-structural best management practices to achieve a phosphorus reduction of 50 lb/yr
A4	Wetland Restoration Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 81 lb/yr	Implement 1 wetland restoration to achieve a phosphorus reduction of 81 lb/yr		
A5	Agronomy Outreach Specialist	Output: Engage agricultural landowners (of both large and small operations) to implement structural and nonstructural BMPs as outlined in other Activities	See Attachment A	See Attachment A	See Attachment A

		See Attachment A – Agronomy Outreach Specialist Details & Milestones			
A6	Shared Services Educator	Output: 0.5 FTE to expand EMWREP basin-wide See Attachment B – Education Details & Milestones	See Attachment B	See Attachment B	See Attachment B
A7	Technical/ Engineering				
A8	Internal Analyses	Outputs: Complete 1 internal loading analysis		Complete 1 internal loading analysis	
A9	Targeting Analyses	Outputs: Complete 2 enhanced street sweeping studies	Complete 2 enhanced street sweeping studies		
A10	Administration/ Coordination	Complete eLINK annual reporting as required	Complete annual report	Complete annual report	Complete annual report

Phosphorus Reduction Goals and Progress

Phosphorus Reductions from CWMP	10-Year Phosphorus Reduction Goal (lb/yr)	2-Year Average (lb/yr)	FY21 WBIF Goal (lb/yr)	FY23 WBIF Goal (lb/yr)
Priority Streams (CWMP Table 5-2)	4,140	828	915	381
Priority Lakes (CWMP Table 5-3)	1,363	273		
TOTAL	5,503	1,101		

Phosphorus Reductions Proposed in this Work Plan	WBIF Proposed Reduction (lb/yr)
Activity 1: Structural Ag BMP Implementation	100
Activity 2: Structural Urban BMP Implementation	100
Activity 3: Non-Structural Ag/Urban BMP Implementation	100
Activity 4: Wetland Restoration Implementation	81
TOTAL	381

The tables above contain total priority streams and priority lakes phosphorus reduction goals from the LSC CWMP (see tables 5-2 and 5-3 on pages 81 and 82). If divided equally throughout the 10-year plan period, the average total lakes/streams phosphorus reduction goal would be 1,101 pounds/year achieved every 2-year period. The WBIF goal load reductions are below the CWMP 2-year average. The LSC partners estimated that the full basin-wide goal cannot be achieved solely with WBIF funds. Partners must leverage local dollars and other funding sources in order to meet the basin's goals.

LSC partners may utilize multiple calculation tools to estimate load reductions. Examples include MIDS calculator, PTMApp, BWSR Pollutant Reduction Estimator, estimation via outflow, and internal loading analysis. See CWMP page 99 for a full list of potential reduction tools and their general intended uses. LSC partners will choose the calculation tool best suited to the proposed BMP. Phosphorus reductions will be estimated at the target waterbody (not just at edge-of-field).

Phosphorus reductions achieved at specific priority waterbodies will be reported annually. LSC partners will also estimate, on an annual basis, the load reduction achieved at the St. Croix River as a result of implemented practices.

Attachment A – Agronomy Outreach Specialist Details & Milestones

Agronomy Outreach Specialist

CWMP Reference: Page 61

Activity Description: Facilitate a shared agronomy outreach program across the basin to provide education and technical assistance to agricultural producers; and support implementation of economical farming practices that have water quality and soil health benefits.

WBIF funded education and outreach will include:

- 80% = working directly with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations.
- 20% = supporting implementation of BMPs led by others.

High priority and secondary priority actions that will be accomplished include (pg. 40 of CWMP):

- Provide agronomy, outreach, and technical assistance to agricultural producers including conservation planning and support to develop nutrient management plans.

AGRONOMY OUTREACH

Audience: Agricultural producers and landowners

Activity description: Provide education and technical assistance to agricultural producers and landowners to support implementation of economical farming practices that have water quality and soil health benefits. This may include:

- Conducting site visits and assessing crop production on farms;
- Helping farmers to set up test-plots; develop conservation plans and nutrient management plans; evaluate and improve seed quality;
- Planning field days and creating farmer-led councils or similar learning networks;
- Promoting implementation of cover crops and alternative crops;
- Providing outreach support for implementation of structural and non-structural BMPs;
- Working in partnership with Discovery Farms and performing agronomy research including: laboratory tests of soil, seed, and crop samples; quality control for seed caliber and soil standards; keeping records of research, testing, and results; presenting results of data and analysis.

2-year program goals (Table 5-1, Part A)

1. Conduct outreach to 200 operators of large and small farms, with a cumulative total of at least 3000 acres.
2. Provide technical support to help 20 farmers set up test plots on their land in order to evaluate the performance of practices such as cover crops, reduced tillage, and nutrient management.
3. Host six field days.
4. Provide outreach support for installation or implementation of structural and nonstructural BMPs:

- 2,000 acres of non-structural best management practices, or enough to achieve a 400 lb/yr phosphorus reduction to target water bodies
 - 300 acres of structural or non-structural BMPs that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater in locations where 1) DWSMA vulnerability is moderate, high, or very high; 2) Pollution sensitivity to wells is high or very high; 3) Pollution sensitivity to near surface materials is karst or high; or 4) Well testing show ≥ 5 mg/L nitrate
 - 300 acres of structural or non-structural BMPs near sensitive lakes or in direct lake catchments for significant lakes to reduce TP by 150 lbs
 - Structural or non-structural BMPs that reduce total phosphorus by 450 lbs/year to regionally significant rivers and streams
5. Create at least one farmer-led council or similar learning network

Attachment B – Shared Services Educator Details & Milestones

Shared Services Education (Basin Water Outreach Program)

CWMP Reference: Page 65

Activity Description: Facilitate a shared education and outreach program across the basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices. [0.5 FTE to expand EMWREP basin wide]

- WBIF funds will be combined with EMWREP local funds to fund a full-time education and outreach position.
- Shared services educator will work with EMWREP to conduct education and outreach basin-wide. Duties will be distributed so that all staff are able to work basin-wide.
- In addition to the education objectives listed below, this program will help to build social capacity, which is an over-arching goal of the LSC CWMP.

WBIF funded education and outreach will include:

- 90% = develop and implement outreach programs that result in behavioral changes achieving water quality benefits
- 10% = solicit willing landowners to install BMPs that are goals within this plan. Promoted practices will be in line with BWSR eligibility requirements and will focus on water quality.

High priority and secondary priority actions that will be accomplished include (pg. 41 and 42 of CWMP):

1. Facilitate a shared education and outreach program across the basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices.
2. Provide outreach, education and ordinance development on Minimal Impact Design Standards with local governments, developers, and others.
3. Work with LGUs to set shoreline "view corridors" to 25% of lot width or maximum 35' width and maximum vegetation clearing standards or adopt innovative shoreland standards to protect buffers, native ecosystems, and habitat corridors. This work will provide water quality benefits through the protection of shoreline and streambank buffers.
4. Actively promote best management practices and green infrastructure on developed or developing lands.
5. Provide outreach and education to lake associations and lake groups or shoreline owners to promote shoreline restoration projects.

Additional detail is provided on the following pages.

EDUCATION AND OUTREACH FOR LOCAL DECISION MAKERS

Audience: Local government staff and elected/appointed officials

Activity description: Provide local decision makers (city councils, planning commissions, watershed boards, county commissioners, etc.) with information and training needed to implement policies, programs, and practices that protect and restore water resources. This includes, but is not limited to, Minimal Impact Development Standards (MIDS), Shoreland/Buffer rules, and wetland buffer rules.

Education objectives:

- Local decision makers will understand that stormwater runoff, erosion, and illicit discharge contaminate surface and groundwater resources and, also, that there are best management practices to reduce these causes of water pollution.
- Local decision makers will understand that land use impacts water quality and that there are a variety of policies, programs and practices cities, counties, and watershed management organizations can implement to protect their water resources, including MIDS, shoreland/buffer rules, and wetland buffer rules.
- Local staff and decision makers will understand the impacts of chlorides on water quality and that there are many ways to reduce these impacts.

Program goals:

1. MIDS (see Table 5-1, Part B)
 - **2-Year:** Establish relationships, build trust, provide education, and lay groundwork for in-depth ordinance review, revision, and adoption in years 5-8.
 - **10-Year:** Implement Minimal Impact Design Standards or more restrictive in 20 communities; including climate resiliency provisions or standards
2. Shoreline standards / “view corridors” (see Table 5-1, Part C)
 - **2-Year:** Establish relationships, build trust, provide education, and lay groundwork for in-depth ordinance review, revision, and adoption in years 3-6.
 - **10-Year:** Increase the number of LGUs (including counties) by 2 that adopt innovative shoreland standards
3. Wetland protection
 - **2-Year:** Increase by 1 the number of LGUs with adopted wetland protections including buffer requirements and setbacks for permanent structures.
 - **10-Year:** Increase by 5 the number of LGUs with adopted wetland protections including buffer requirements and setbacks for permanent structures.
4. Chlorides (see Table 5-1, Part B)
 - **2-year:** 15% of all cities have staff certified in MPCA’s Level 1 and Level 2 Smart Salting Training
 - **10-year:** 75% of all cities have staff certified in MPCA’s Level 1 and Level 2 Smart Salting Training

OUTREACH SUPPORT FOR BMP IMPLEMENTATION

Audience: Urban and rural landowners, shoreland property owners

Activity description: Promote best management practices and green infrastructure on developed or developing lands. Provide outreach and education to lake associations, lake groups, and shoreline owners to promote shoreline restoration projects. Provide outreach support for existing cost-share programs and new projects funded with WBIF. Train and assist urban and rural residents to complete projects on their land that reduce runoff pollution, conserve groundwater, and increase infiltration.

This activity will build on and expand existing programs and activities offered through EMWREP and the Anoka WEP, including Blue Thumb – Planting for Clean Water.

Education objectives:

- Landowners will learn that they can help to reduce runoff pollution, conserve groundwater, and increase infiltration by installing best management practices such as habitat plantings, raingardens, and shoreline plantings; repairing erosion; and managing drainage around homes, farms, and commercial buildings.
- Landowners will develop the knowledge and skills to complete habitat and water quality improvement projects on their land, including: native plantings, raingardens, and native shoreline buffers.
- Landowners will be aware of and utilize BMP, cost-share and other incentive programs to complete projects.

Program goals:

1. Outreach support for large projects (Table 5-1, Part B)
 - **2-year:** Provide outreach support to retrofit 4 existing developments with infiltration, recharge and reuse projects
 - **10-year:** Provide outreach support to retrofit 20 existing developments with infiltration, recharge and reuse projects
2. Outreach support for small projects (Table 5-1, Part B)
 - **2-year:** Provide outreach support for approximately 40 BMP projects in priority locations
 - **10-year:** Provide outreach support for approximately 200 BMP projects in priority locations
3. Outreach to shoreland property owners (Table 5-1, Part B)
 - **2-year:** Provide outreach support to install 20 shoreline restoration projects.
 - **10-year:** Provide outreach support to install 100 shoreline restoration projects.
4. Outreach for Landscape Stewardship Planning (Table 5-1, Part C)
 - **2-year:** Provide outreach support to create 4 new Landscape Stewardship Plans and 4 Woodland Stewardship Plans
 - **10-year:** Provide outreach support to create 20 new Landscape Stewardship Plans and 23 Woodland Stewardship Plans

PUBLIC EDUCATION AND ENGAGEMENT

Audience: General Public, Lake Associations

Activity description: Educate the public about nonpoint source water pollution, groundwater conservation, and basic watershed ecology and management. Build partnerships with state and local government, non-profit organizations, lake associations, and other community groups. Motivate the public to practice behaviors that protect water resources.

This activity will build on and expand existing programs and activities offered through EMWREP and the Anoka WEP.

Education objectives:

Residents and visitors of the Lower St. Croix watershed will learn:

- That nonpoint source water pollution comes from a variety of land uses - residential, commercial, and agricultural.
- That common pollutants impacting surface and groundwater resources in the Lower St. Croix Watershed include phosphorus, sediment, nitrates, E. coli, chloride, and mercury.
- That a watershed includes all of the land draining to a lake, stream or river, and that Watershed Districts and Watershed Management Organizations are special-purpose local units of government charged with managing the resources of a given watershed to prevent flooding and protect water quality.
- That surface and groundwater resources interact.
- That the public can help to prevent nonpoint source water pollution through a variety of behaviors, including raking leaves and grass clippings out of the street, using less fertilizers and chemicals on lawns and gardens, covering bare soil during landscaping and construction, picking up pet poop, replacing failing septic systems, using less salt for winter maintenance and water softening, disposing of household waste properly, and using less electricity.

Program goals:

1. Deliver information to at least 90,000 people per year through articles in local newspapers.
2. Deliver information to at least 30,000 people per year through online news services.
3. Deliver information to at least 120,000 people per year through social media platforms.
4. Provide educational instruction for at least 1000 people per year through webinars and workshops.
5. Recruit 500 new people to adopt storm drains through the Adopt a Drain program (2 year goal).

Attachment C – Staff Assignments & Qualifications

Staff Qualifications & Billing (Listed Alphabetically)

Name	Position Title	Organization	Qualifications	Work Plan Assignment	Billing Rate, Estimated Hours, Estimated Cost*
Jennifer Hahn	Extension Educator, Water Resources	University of Minnesota Extension	17 years of experience working with producers and landowners providing technical assistance including completing conservation planning and implementation, soil assessments, and education and outreach. Applicable JAA available on request.	Activity 5 Agronomy Outreach Specialist: Serve as agronomy outreach specialist.	\$64.04/hour; 3,513 hours
Barbara Heitkamp	Water Resources Education Specialist	East Metro Water Resource Education Program	1.5 years of experience implementing the East Metro Water Resource Education Program and education and outreach of the Lower St. Croix Watershed Partnership; 10 years as a communications specialist and water resources researcher at the University of Minnesota; M.S. in Water Resources Science and B.S. in Geology	Activity 6 Shared Services Education: Serve as shared services educator.	\$71.19/hour; 2,576 hours
Angie Hong	Water Education Senior Specialist	East Metro Water Resource Education Program	15 years of experience implementing the East Metro Water Resource Education Program, a partnership of 25 local government entities. M.S. in Natural Resource Science and Mgmt, with an emphasis on environmental education.	Activity 6 Shared Services Education: Assist with shared services education. Activity 10 Administration: Coordinate Policy Committee meetings. Website upkeep.	\$79.39/hr 200 hours

Name	Position Title	Organization	Qualifications	Work Plan/Assignment	Billing Rate, Estimated Hours, Estimated Cost
Craig Mell	District Administrator	Chisago Soil and Water Conservation District	22 years of experience in water resources management	Activity 10 Administration: Fiscal agent administration and contract coordination. Chisago SWCD is the intended fiscal agent/grantee. Craig will assist with fiscal agent responsibilities.	\$86/hr 483 hours
Jay Riggs	District Manager	Washington Conservation District	District Manager, Washington Conservation District, 2005 To Present. Urban Conservationist, Dakota County Soil And Water Conservation District, 1997 To 2005. Environmental Scientist, Westwood Professional Services, Inc., 1994 To 1997. Environmental Planner, Southeast Michigan Council of Governments (SEMCOG), 1993 to 1994. M.S. Degree, Michigan State University, May 1993, Major: Natural Resource Management, Minor: Watershed Ecology. B.S. Degree, University of WI-Eau Claire, Dec. 1989, Double Majors: Biology and Psychology. Certifications: Certified Wetland Delineator #1298; Certified Professional in Storm Water Quality, CPSWQ #0062; Certified Professional in Erosion and Sedimentation Control, CPESC #2059; NREMT #E2443774.	Activity 10 Administration: Agronomy Outreach Specialist and Educator payroll administration.	\$100.37/hr 50 hours

Name	Position Title	Organization	Qualifications	Work Plan Assignment	Billing Rate, Estimated Hours, Estimated Cost
TBD	TBD	Washington Conservation District	A qualified WCD staff member will perform meeting coordination. The partnership will consult BWSR BC with selection.	Activity 10 Administration: Meeting coordination (Planning Team, Steering Committee, Advisory Committee)	TBD
TBD	TBD	TBD	A qualified LSC partner staff member or hired third party professional will perform progress reporting. The partnership will consult BWSR BC with selection.	Activity 10 Administration: Grant and Progress Reporting	TBD
TBD	TBD	TBD	A qualified LSC partner staff member or hired third party professional may utilize grant funds under Activity 7 for project technical/engineering work.	Activity 7 Technical/Engineering	TBD
Note: If A10 Administration staff do not require the full amount of hours listed, and spending under this activity is under budget, grant funds will be shifted to another work plan activity. Administrative spending will be evaluated after 6 months of implementation, and futures years planning will be adjusted if needed.					

*Billing rates are determined following the BWSR Guidelines for Determining a Billing Rate in the Grants Administration Manual and include salary, benefits and overhead.

Chisago County Request For Board Action

Meeting Date: October 5, 2022	Item Number: 12
Title of Item for Consideration: Amend. to Lower St. Croix Comprehensive Watershed Mgmt. Plan – Priority Bodies	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP - “One Watershed One Plan – 1W1P”) and enter into a Joint Powers Agreement for the Implementation of the LSC CWMP. On December 18, 2020, the Chisago County Board of Commissioners appointed Commissioner Chris DuBose to serve as a representative to the LSC CWMP Implementation Policy Committee. The Chisago County Board also appointed Lance Peterson and Mike Mergens as representatives to the Implementation Policy Committee. At their January 25, 2021 meeting, the Implementation Policy Committee approved the final 2021-2022 Work Plan for Watershed Based Implementation Funding (WBIF). On February 17, 2021, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2021-2022. In March the state Board of Water and Soil Resources (BWSR) approved the final Work Plan. The LSC CWMP will now receive \$1,264,531 in State WBIF grant funding to implement projects as identified in the Work Plan for years 2021-2022. At the May 18th 2022, the Board of Commissioners approved the Implementation Policy Committee and approved the Lower St. Croix Comprehensive Watershed Management Plan, and Annual Plan of Work for 2022-2023. Background: At its September 26th meeting the Policy Committee approved a request to add two additional water bodies to the priority list as well as adding completed inventories and prioritization efforts to the CWMP. Specifically, the Valley Branch Watershed District (VBWD) requests to: 1) Add Valley Creek and Kelle’s Creek to the other regionally significant streams listed in Table 5-2 and Figure 5-2. 2) Add completed subwatershed assessments and inventories to Table 7-1 and Figure 7-1. Both of these watercourses are significant sources of pollutant loading to the St. Croix River. The associated inventories and subwatershed assessments will guide implementation efforts to meet CWMP goals. The proposed CWMP amendment must be approved by a 2/3 majority vote by local partners. <u>The Policy committee encourages prompt consideration of this request to ensure the FY23 budgeting process is not delayed.</u>	

Attachment(s):

- Comprehensive Watershed Management Plan Amendment Request MEMO
- Table 5-2. Regionally Significant Rivers and Streams for Pollutant Reductions
- VBWD LSC Plan Amendment Letter Request

Action Requested/Recommended: The County Board is respectfully requested to approve 1) Add Valley Creek and Kelle's Creek to the other regionally significant streams listed in Table 5-2 and Figure 5-2 and 2) Add completed subwatershed assessments and inventories to Table 7-1 and Figure 7-1 as recommended by the Policy Committee. The following motion is suggested:

"Move to approve 1) Add Valley Creek and Kelle's Creek to the other regionally significant streams listed in Table 5-2 and Figure 5-2 and 2) Add completed subwatershed assessments and inventories to Table 7-1 and Figure 7-1 as recommended by the Policy Committee."

Implications of Action: Recommended Board action will assist in implementing the Lower St. Croix Comprehensive Watershed Management Plan.

Budget/Financial Implications: There are no budget implications at this time. The approved Annual Plan of Work recognizes water resources funding investments throughout the Lower St. Croix watershed.

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

Administrator's RecommendationApprove 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

MEMO

Lower St. Croix Partnership – Local Partner Approval Request

To: LSC Local Partner Board

Date: September 27, 2022

From: LSC Local Partner Staff

Subject: Comprehensive Watershed Management Plan Amendment Request

[MEMO TEMPLATE – PLEASE BRING TO YOUR OCTOBER LOCAL BOARD MEETING]

Background/Discussion

The purpose of this memo is for the Lower St. Croix (LSC) local partner boards to consider the Policy Committee's recommended [simple] amendment to the Comprehensive Watershed Management Plan (CWMP).

At its September 26th meeting the Policy Committee approved a request to add two additional water bodies to the priority list as well as adding completed inventories and prioritization efforts to the CWMP. Specifically, the Valley Branch Watershed District (VBWD) requests to:

- 1) Add Valley Creek and Kelle's Creek to the other regionally significant streams listed in Table 5-2 and Figure 5-2.
- 2) Add completed subwatershed assessments and inventories to Table 7-1 and Figure 7-1.

Both of these watercourses are significant sources of pollutant loading to the St. Croix River. The associated inventories and subwatershed assessments will guide implementation efforts to meet CWMP goals.

The proposed CWMP amendment must be approved by a 2/3 majority vote by local partners. The Policy committee encourages prompt consideration of this request to ensure the FY23 budgeting process is not delayed.

Recommended Action

Proposed Motion: Manager/Supervisor _____ moves to 1) Add Valley Creek and Kelle's Creek to the other regionally significant streams listed in Table 5-2 and Figure 5-2 and 2) Add completed subwatershed assessments and inventories to Table 7-1 and Figure 7-1 as recommended by the Policy Committee. Seconded by Manager/Supervisor _____. **Motion** _____.

Please notify Angie Hong (ahong@mnwcd.org), Craig Mell (craig.mell@mn.nacdnet.net) and Emily Heinz (Emily.heinz@clflwd.org) of your board's decision as soon as possible.

Attached: VBWD Request Memo

Table 5-2. Regionally Significant Rivers and Streams for Pollutant Reductions (See Figure 5-2)

Stream Name	Lake St. Croix TMDL Total Phosphorus Reduction Goal (lbs/yr) ¹	10-year TP Reduction Goal (lbs/yr) ²
Sunrise River and Tributaries	18,306	2,256
Lawrence Creek ³	1,177	118
Browns Creek ⁴	848	85
<u>Valley Branch (includes Valley Creek and Kelle's Creek)³</u>	<u>968</u>	<u>97</u>
Trout Brook ³	1,419	142
Small Streams Draining to St. Croix River (south of Lawrence Cr & north of Valley Br.)	6,450	645
Rock Creek	3,512	351
Rush Creek	2,451	245
Goose Creek	2,980	298
TOTAL	<u>37,14338,111</u>	<u>4,1404,237</u>
(1) Table B-7, 2012 Lake St. Croix Total Maximum Daily Load Study (2) 10% per stream + 425 lbs for stream restoration projects in Sunrise River Watershed (3) According to Lake St. Croix TMDL: Actual phosphorus load reduction goals in Lawrence Creek, <u>Valley Branch</u>, and Trout Brook may be smaller than shown (possibly even zero) due to substantial landlocked portions resulting in smaller drainage areas than those used to calculate load reductions. (4) Browns Creek reduction goal based on Implementation Plan for Lake St. Croix Nutrient TMDL (2013), App B.		

	street sweeping; lakeshore restorations. Projects modeled for estimated pollution reduction and project cost.	
McKusick Lake Subwatershed Assessment	<u>Urban and Shoreline:</u> Variety of stormwater retrofit approaches were identified including maintenance of, or alterations to, existing stormwater treatment practices; residential curb-cut rain gardens; swales with check dams; street sweeping; lakeshore restorations. Projects modeled for estimated pollution reduction and project cost.	Washington Conservation District, Middle St Croix WMO www.metrotsa4.org/swa
Lily Lake Subwatershed Assessment	<u>Urban and Shoreline:</u> Variety of stormwater retrofit approaches were identified including maintenance of, or alterations to, existing stormwater treatment practices; residential curb-cut rain gardens; swales with check dams; street sweeping; lakeshore restorations. Projects modeled for estimated pollution reduction and project cost.	Washington Conservation District, Middle St Croix WMO www.metrotsa4.org/swa
Perro Creek Subwatershed Assessment	<u>Urban and Streambank:</u> Variety of stormwater retrofit approaches were identified including maintenance of, or alterations to, existing stormwater treatment practices; residential curb-cut rain gardens; swales with check dams; street sweeping; stream restorations. Projects modeled for estimated pollution reduction and project cost.	Washington Conservation District, Middle St Croix WMO www.metrotsa4.org/swa
St Croix River Direct PII Subwatershed Assessment	<u>Urban and Shoreline:</u> Variety of stormwater retrofit approaches were identified including maintenance of, or alterations to, existing stormwater treatment practices; residential curb-cut rain gardens; swales with check dams; street sweeping; lakeshore restorations. Projects modeled for estimated pollution reduction and project cost.	Washington Conservation District, Middle St Croix WMO www.metrotsa4.org/swa
Top50P! Subwatershed Assessment	One of the first Rural SWAs. Identifies and ranks the Top 50 potential BMPs to reduce Phosphorus loads to the St. Croix from the rural portion of Washington County, south of I94.	Washington Conservation District, Middle St. Croix WMO, Valley Branch WD, South Washington WD www.metrotsa4.org/swa
DeMontreville Lake Subwatershed Assessment	<u>Urban and Shoreline:</u> Variety of stormwater retrofit approaches were identified including maintenance of, or alterations to, existing stormwater treatment practices; residential curb-cut rain gardens; swales with check dams; street sweeping; lakeshore restorations. Projects modeled for estimated pollution reduction and project cost.	Washington Conservation District, Valley Branch WD www.metrotsa4.org/swa
<u>Kelle's Creek/Sunfish Lake TMDL</u>	<u>Identifies sources of pollution and an implementation plan to reduce pollution</u>	<u>Minnesota Pollution Control Agency</u>

		Valley Branch Watershed District Total Maximum Daily Load (TMDL) (state.mn.us)
Valley Branch Watershed District Watershed Restoration and Protection Strategy Report Lower St. Croix River-Major Watershed	Assessed nutrient loads and identified implementation projects for Sunfish Lake (impaired), Eagle Point Lake, Lake Edith, Silver Lake (impaired), and Horseshoe Lake, and assessed bacteria source and identified implementation projects for Kelle's Creek	Minnesota Pollution Control Agency Valley Branch Watershed District Watershed Restoration and Protection Strategy (WRAPS) Report (state.mn.us)

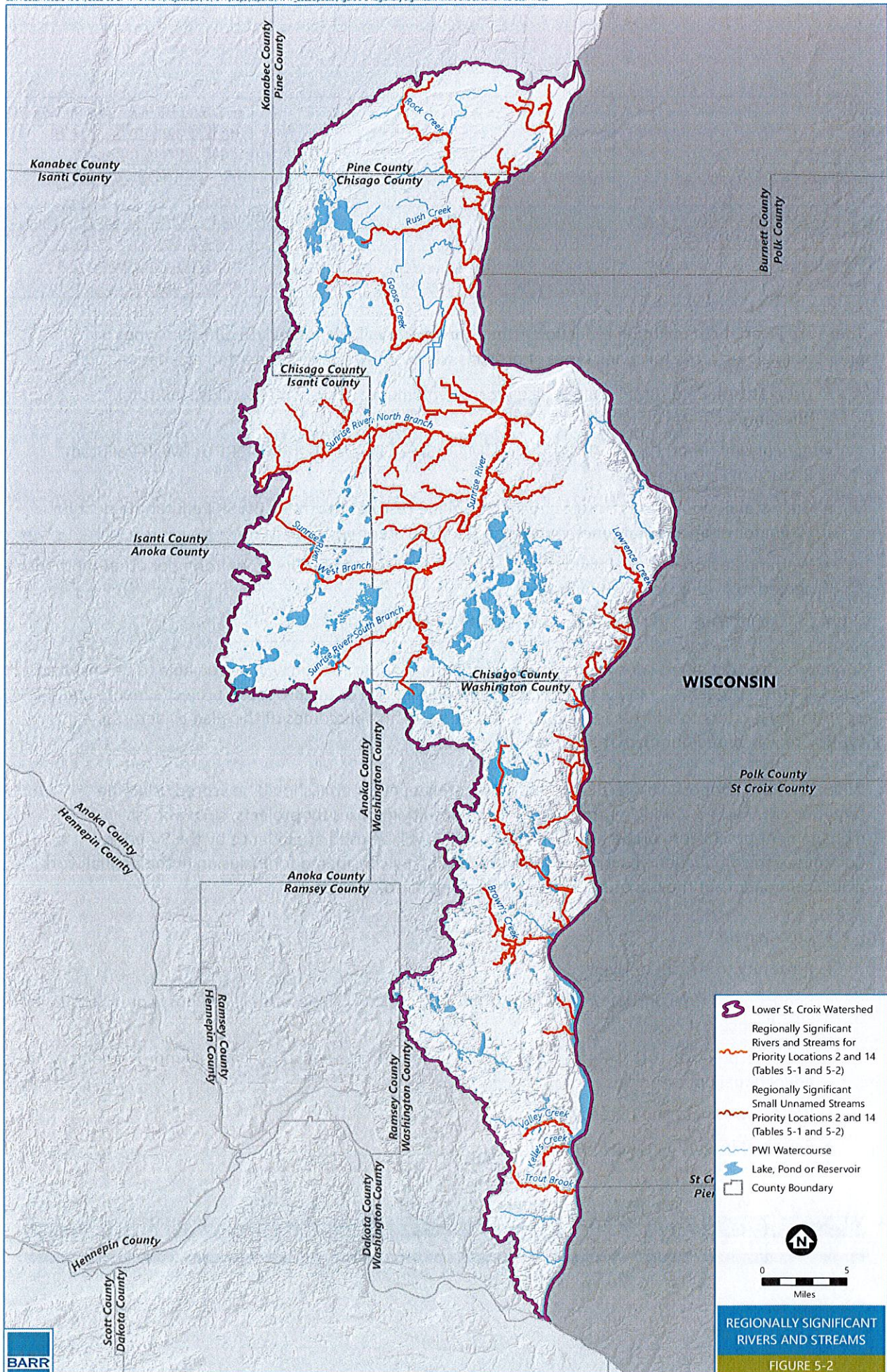
There are a variety of pollution reduction estimation tools available to analyze different types of projects. In general, the following types of projects will be analyzed with the listed estimation tools.

- Urban stormwater BMPs: MIDS calculator for volume, total suspended solids, and total phosphorus (particulate and dissolved)
- Agricultural runoff BMPs: PTMApp, SWMM, RUSLE2, Simple method, ACPF or BWSR Pollutant Reduction Estimator
- Gully stabilization BMPs or streambank/shoreline restoration BMPs: BWSR Pollutant Reduction Estimator or an alternate method agreed to by the Steering Committee
- Wetland Restoration for Pollutant Reduction: Estimation via outflow monitoring or other methods agreed to by the Steering Committee
- In-lake internal loading treatment: Internal loading analysis

Some proposed activities, such as habitat restoration or land protection, will not be able to be analyzed for pollutant reductions. In those cases, it will take a discussion of the proposed project's merits and the opportunity it offers to address issues and meet the goals and outcomes of this Plan to determine if WBIFs are warranted during that fiscal year.

When possible, proposed projects that meet the gatekeeper criteria, should be scored using the targeting criteria and scoring matrix ([Appendix C](#)). Resulting scores for projects, such as best management practices in urban and agricultural areas, will be used as guidance by the Steering Committee to compare and contrast various projects being considered for inclusion in the annual work plan. Components of the targeting criteria and scoring matrix include:

- Cost benefit
- Proximity to stream or river
- Reduction of total phosphorus in highest priority lakes on Minnesota's Lake Phosphorus Sensitivity Significance List
- Multiple benefits such as groundwater protection, flood reduction, habitat improvements, and educational opportunities
- Project readiness and urgency
- Partnerships and funding leveraged





September 14, 2022

Commissioner Fran Miron
Lower St. Croix Watershed Partnership Policy Committee
fran.miron@co.washington.mn.us

Dear Commissioner Miron,

The Valley Branch Watershed District (VBWD) requests that the Lower St. Croix Watershed Partnership Policy Committee approve an amendment to the Lower St. Croix River Comprehensive Watershed Management Plan (The Plan) to:

- 1) Add Valley Creek and Kelle's Creek to the other regionally significant streams listed in Table 5-2 and Figure 5-2.
- 2) Add completed subwatershed assessments and inventories to Table 7-1 and Figure 7-1.

Regionally Significant Streams

Page 34 of The Plan says, "Regionally significant streams (Table 5-2 and Figure 5-2) were identified as those contributing the highest amount of total phosphorus in the Lake St. Croix Total Maximum Daily Load (TMDL) Study (MPCA, 2012)." Table B-7 of that study shows that Valley Branch (also known as Valley Creek) has a larger total phosphorus load and load reduction to the St. Croix than other streams currently listed in Table 5-2 and shown in Figure 5-2, such as Trout Brook, Browns Creek, Rock Creek, Rush Creek, and Goose Creek. Based on the figure in Appendix B, Washington County, page 2, of the Lake St. Croix TMDL Implementation Plan (MPCA, 2013), Kelle's Creek was included in the Valley Branch watershed rather than separated into its own watershed.

The VBWD submitted a similar comment during the comment period for The Plan, yet The Plan was not modified.

Subwatershed Assessments

Please also add the following to Table 7-1. We can provide data for updating Figure 7-1.

Title	Description	Author and Link
Kelle's Creek/Sunfish Lake TMDL	Identifies sources of pollution and an implementation plan to reduce pollution	Minnesota Pollution Control Agency Valley Branch Watershed District Total Maximum Daily Load (TMDL) (state.mn.us)
Valley Branch Watershed District Watershed Restoration and Protection Strategy Report Lower St.	Assessed nutrient loads and identified implementation projects for Sunfish Lake (impaired), Eagle Point Lake, Lake Edith, Silver Lake (impaired), and Horseshoe Lake, and assessed bacteria	Minnesota Pollution Control Agency Valley Branch Watershed District Watershed Restoration and Protection

Title	Description	Author and Link
Croix River-Major Watershed	source and identified implementation projects for Kelle's Creek	Strategy (WRAPS) Report (state.mn.us)

The VBWD submitted a similar comment regarding these subwatershed assessments during the comment period of The Plan, but these assessments were not included in The Plan before it was adopted.

Thank you for considering these requests. If you or the Policy Committee need additional information, please contact John Hanson at jhanson@barr.com.

Sincerely,

Ed Marchan
Board President

c: Angie Hong, East Metro Water Resources Education Program
Michelle Jordan, Minnesota Board of Water and Soil Resources
Barb Peichel, Minnesota Board of Water and Soil Resources

Wednesday, October 5th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Wednesday, October 12th

Budget and Finance Committee Meeting/ARPA Meeting

3:00 pm Chisago County Boardroom

Wednesday, October 19th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Tuesday, October 25th

Chisago County HRA-EDA

Noon at HRA-EDA Office, 38871 7th Ave., North Branch, MN 55056

Wednesday, October 26th

Chisago County Association of Township Officials Meeting (CCATO)

ENGINEERING, CONSTRUCTION TIMELINE

Chisago County, MN
Sept. 22, 2022

Summary

Bolton & Menk | Hometown Fiber
partnership to get Chisago County
world-class internet service.

Presented by:

HOMETOWN FIBER, LLC

18457 Gladstone Blvd N | Maple Grove, MN 55311

763.299.5900 | knowmore@yourhometownfiber.com

yourhometownfiber.com

Key activities, process, expected timeline

KEY ACTIVITIES, PROCESS & PROJECTED BUILD/OPERATION TIMELINE			
Step 1	Community Engagement and Review	Our work starts with understanding Joplin's broadband needs, goals and priorities. We learn about the city and its infrastructure and services. We review all previous broadband-related work to ensure efficient use of resources and prevent duplication. We modify or eliminate activities below as necessary, and always align broadband network design with community goals.	Doing this now
	Broadband Asset Review; Document Areas in Greatest Need	Go into the field and document fiber optic and other broadband assets present in the community, and those assets that connect the community to the greater internet. Evaluate capacity and condition. Identify potential fiber optic lease or partnership opportunities. Provide the city ESRI GIS layers.	
	Network Design, Pre-engineering	Create GIS layers of network design, identify any unusual circumstances a project would encounter and calculate pre-engineering cost estimates.	
	Economic Projections	Conduct analysis of projected revenue and expenses to build and operate the network.	
	Grant Identification, Grant Scoring	Identify available grants for each community. Score grant eligibility based on published criteria for available grants.	
Step 2	Grant Applications, ISP Interest	Decision. Vote to proceed with any qualifying grant applications that if awarded, will determine the direction of formal project financing plan and bond sales. Engage ISPs to determine interest, product structure, etc.	Jan – Feb 2023
Step 3	Engineering, Specifications, Project Financing	Decision. Votes to proceed to Engineering & Specifications, and formal Project Financing including bonding options & terms.	Nov 2022-Apr 2023
Step 4	Bidding and ISP Contracts	Decision. Vote to proceed with bidding and final ISP contracts.	Apr-May 2023
Step 5	Network Construction.	Decision. Vote to proceed with constructing the network, and authorizes the procurement of goods, services and construction administration.	Order materials May 2023; Construction complete Oct 2024

Step 6	Testing, Network Certification, Education	Upon substantial completion of construction, test and certify network. Verify all fiber is constructed to design and passes quality tests. GIS locate all installed fiber and provide the city with an ESRI map of the entire network. Connect residents, businesses, city facilities (If not connected earlier).	Oct to Dec 2024
Step 7	Network Operations	Hometown Fiber operates the network. Revenue from network operations make bond payments.	Ongoing