



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
Marly's Dunne
District 4
Ben Montzka
District 5
Mike Robinson

REGULAR MEETING – Wednesday, October 6, 2021
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.) Director's Report | TAB 1 |
| <u>Items for Committee Review/Recommendation: (discussed in detail as requested)</u> | |
| 2.) Payment of County's Warrants for HHS | TAB 2 |
| 3.) Out of State Travel Request – Transporting Client to Connecticut | TAB 3 |
| 4.) Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation | TAB 4 |
| 5.) Addition of a Community Health Services Lead (CHS LEAD) | TAB 5 |
| 6.) 2022-2023 County MFIP Biennial Service Agreement | TAB 6 |
| 7.) MFIP & DWP program provider agreement with CMJTS | TAB 7 |

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 – Director's Report | TAB 1 |
| 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS | TAB 2 |
| 3.) HHS Committee Recommendation – Out of State Travel – Transporting Client to CT | TAB 3 |
| 4.) HHS Committee Recommendation – Letter of Agmt with Hazelden Betty Ford Foundation | TAB 4 |
| 5.) HHS Committee Recommendation – Add Community Health Services Lead (CHS LEAD) | TAB 5 |
| 6.) HHS Committee Recommendation – 2022-2023 County MFIP Biennial Service Agreement | TAB 6 |
| 7.) HHS Committee Recommendation – MFIP & DWP program provider agreement CMJTS | TAB 7 |
| 8.) Payment of County's Warrants and Miscellaneous Bills | TAB 8 |
| 9.) Minutes from the September 15, 2021 Regular Meeting | TAB 9 |

Presentation – Hometown Fiber

Other County Business:

- | | |
|--|--------|
| 10.) Repurchase of Tax Forfeited Parcels pursuant to 282.241 – Commercial Property | TAB 10 |
| 11.) Ordinance Amendment – Commercial Shooting Ranges | TAB 11 |
| 12.) ARMER Subscriber/User Advisory Committee Formation | TAB 12 |
| 13.) FINAL Contract Payment for CSAH 25 Improvement Project | TAB 13 |

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Citizen's Forum:

The Citizen's Forum is provided so individuals may make a comment, statement, question or proposal to the Chisago County Board of Commissioners. Comments, statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. Individuals are asked to conduct themselves 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.

Citizens may participate in the Board meetings in one of two ways:

1. Letters may be submitted to individual Commissioners or the County Administrator directly or through the 'Form Center' on the County Website. Letters will be accepted up until 2 hours before the Board meeting time. Commissioners may choose to read the letter before the Board and the public for up to 3 minutes. The letters will not become a part of the formal record, as is consistent with County precedent.
2. Individuals wishing to participate in Citizen's Forum in-person may sign up via a sign-up sheet, and they will be asked to speak at the microphone for up to 3 minutes during the Citizen's Forum portion of the meeting. The microphone is positioned in the doorway of the County Boardroom so the Board may see and hear the presenter while maintaining social distancing.





CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St Room 230
Center City, MN 55012

TAB #1

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

Memo to: Chisago County Commissioners
From: Robert Benson, Health and Human Services Director
RE: Report of the Health and Human Services Department
Date: September 28, 2021

I. Department Updates/Highlights:

This month was scheduled to be the Community Health Board for Public Health. However, we have postponed the Community Health Board, due to our Public Health Administrator being on leave.

The state is preparing to launch the new revised MnCHOICES Assessment and Support Plan computer application. Over the past year, DHS has been working to revise the application to replace the MnCHOICES Assessment (MnA) and MnCHOICES Support Plan (MnSP). The new revised MnCHOICES application is a stand-alone system used to complete all long term services and supports (LTSS) activities including health risk assessments, MnCHOICES assessments, support plans and rate calculations. DHS has been conducting monthly webinars with our MnCHOICES Mentors and staff to transition into the use of the revised application. The targeted launch date for the new system is November 1st.

The Family First Prevention Services Act (FFPSA) is new federal legislation that went into effect September 30, 2021. FFPSA primarily impacts placement of children in institutions or congregate care facilities and Title IV-E funding. Existing institutions will be required to become certified as qualified residential treatment programs (QRTP) in order to receive IV-E funding. Currently Minnesota does not have any facilities that meet the QRTP standards, though multiple agencies have applied for the certification. Additionally, there will be more court involvement and oversight for children placed in QRTPs. In the future this has the potential to impact our county budget if placement of a child in an institution is necessary. Any current placements in institutions are considered "legacy" placements, and are not impacted by the new legislation.

Public Health continues to offer COVID-19 vaccinations at the North Branch Office. COVID cases are still climbing in Chisago County. September has surpassed all other months this year for confirmed cases. Last week's COVID cases were equivalent to what we were

seeing in the first week of January of this year. Hospitalizations remain a large concern as we saw nine new admissions last week: one of which was in their 20's and three in their 30's.

The Delta variant is hospitalizing younger people than the original virus. Our weekly test positivity rate is rising but at a slower rate than previous waves. The group we are seeing the largest spike in cases is school aged children. Public Health is working closely with our school districts to monitor spread among students. Chisago County vaccination rates continue to be relatively low. Currently 57.8% of residents have at least one dose, while 54.7% have completed the full vaccine series for those eligible (12 and over). This compares to the state average of 72.1% with at least one dose and 68.4% having completed the series.

Chisago County Public Health has recently been notified that they have been awarded two additional grants as part of the American Rescue Plan (ARP).

The first Grant is the ARP incentive program aimed at increasing the number of people receiving the vaccination. Chisago County has been awarded \$15,000 to cover the cost of gift cards, advertising and outreach, and to use toward staff wages.

Additionally, Public Health was awarded \$160,000 (over two years) under the CDC American Rescue Plan Workforce Development Grant. This is a two year grant intended to strengthen and build the public health workforce for COVID-19 prevention, preparedness, response, and recovery. The time frame for the grant is July 1, 2021 through June 30, 2023, although Minnesota Department of Health (MDH) does not anticipate the grant agreements will be approved until mid-October. At this time Public Health would like to hire or contract for a full time person to serve as a Community Health Services Lead. The total grant would cover the cost of the staff person through June 30, 2023. The primary duties of this individual would be to increase community engagement and collaborative partnerships in our community; conduct ongoing data collection and analyses; and monitor, evaluate, and implement community health service programs that address gaps in services. Having this individual on staff, focusing on COVID-19 related issues, would also free up some of our family home visiting nurses to allow them to complete their regular billable duties. We do have an RBA before the Board tonight for discussion and possible approval, pending the final contract/agreement from MDH.

We will again plan on scheduling the Public Health Board for next month's County Board Meeting.

II. Financial Notes:

HHS continues to be on track with the budget this year. Revenues continue to be strong and we continue to closely monitoring expenses. The one expense area that we continue to monitor closely, and is exceptionally high so far this year is the Court Services /Correction line. This is the line item for youth placed through Probation. We are currently running at 129% of that line spent. This is concerning, but a line we do not have any control over. The rest of our budget continues to be strong so overall HHS is on track with 67% of the year past and revenues at 67% while overall expenses are at 56%.

III. Staffing Updates:

Health and Human Services is currently interviewing for a number of open positions. We are interviewing this week for a Social Worker in Aging and Disabilities, a Child Protection Investigator, and a Behavioral Health Case Manager. The posting for the Child Support Enforcement Aide has closed and we are now reviewing applications for that position. Additionally, postings are closing on September 29th for a Financial Eligibility Worker, Front Desk Receptionist, and the Statewide Health Improvement Partnership (SHIP) Coordinator. We plan to begin interviews the following week for those positions.

IV. Review of Requests for Board Action:

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 6, 2021

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>
9/17/2021	\$127,249.89		County's Warrants
9/17/2021	\$47,935.39	10/6/2021	Auditor's Warrants
9/24/2021	-		County's Warrants
9/24/2021	\$6,215.85	10/6/2021	Auditor's Warrants
10/1/2021	\$32,242.34		County's Warrants
10/1/2021	\$41,175.69	10/6/2021	Auditor's Warrants

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

Chisago County Request for Board Action

<i>Meeting Date:</i> October 6, 2021	<i>Item Number:</i> 3
<i>Title of Item for Consideration:</i> Out of State Travel Request – Transporting Client to Connecticut	
<i>Action Requested by:</i> Robert Benson. Director	<i>Department:</i> Health & Human Services
<i>Previous Action on this Matter:</i> Prior approved travel requests to see clients in residential placements.	
<i>Background:</i> Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of \$1,020.80 each in travel expenses for Kim Booker (SW Child Services/ Child Protection). Kim Booker will visit the client from October 11th to October 12th, 2021. These dates allow the Social worker to visit the client as mandated. <i>Attachment(s):</i> Out of State Travel to CT request form Kim Booker	
<i>Action Requested/Recommended:</i> It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that will reside in a specialized facility there. The suggested motion is as follows: <i>“Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that will reside in a specialized facility.”</i>	
<i>Implications of Action:</i> By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services. <i>Budget/Financial Implications:</i> Budgeted levy dollars. <i>Legal/Policy Implications:</i> 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 _____

Chisago County Out-of-State Travel Request

Date Submitted
Employee Name
Department

9/27/2021
Kim Booker
Health and Human Services

Destination

[Hartford, Connecticut](#)

Purpose of Travel

Visiting client in a Specialized Residential Treatment Center

Departure Date
Return Date

11-Oct-21
12-Oct-21

Total Travel Expenses

\$1,020.80

Supervisor Name (PRINT)

ROBERT BENSON HHS DIRECTOR

Supervisor's Signature



County Board Signature

Date Approved

9/27/2021

Date Approved

Anticipated Expenses

Type of Expense

Airfare

Ground Transportation

Conference/Registration Fees

Lodging

Meals

UBER

Description of Expense

Flight Tickets for SW and Client

HOTEL/RENTAL CAR
MEAL PER DIEM CT

Daily Expenses
(Except Airfare)

of
Days

Total Expenses

\$596.80

\$0.00

\$264.00

\$100.00

\$60.00

\$1,020.80

Grand Total

Chisago County Request for Board Action

Meeting Date: October 6, 2021	Item Number: 4
Title of Item for Consideration: Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation dated 7/1/20 through 6/30/21.	
Background: Chisago County Health and Human Services has had a long-standing relationship with the Hazelden Foundation for the provision of Chemical Dependency treatment services. - In an ongoing commitment to assure the provision of chemical dependency treatment services at the Hazelden Foundation Center City site for eligible Chisago County residents, both parties have agreed to enter into an agreement offering treatment, aftercare, and educational services for Chisago County residents. - This agreement focuses on persons that would otherwise be eligible for state funded Consolidated Chemical Dependency Treatment funds and accompanied by a finding from Chisago County Health & Human Services personnel that this treatment site is determined to be the most cost effective for Chisago County and appropriate for meeting the needs of the client. Attachment(s): - Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation – dated 7/1/21 through 6/30/22	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation. The suggested motion is as follows: <i>“Move to Approve the Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation”</i>	
Implications of Action: Following approval of this Letter of Agreement, Hazelden Betty Ford Foundation will provide 26 at no cost patient admissions, along with a pool of dollars in the amount of \$64,000.00 that the county can access for additional services. Budget/Financial Implications: This agreement is funded by Hazelden Foundation dollars and supports the State of Minnesota Chemical Dependency Treatment funds also managed by Chisago County Health & 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 <u>CCS</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**Letter of Agreement
Between
Chisago County
and
Hazelden Betty Ford Foundation**

Services at Hazelden Betty Ford Foundation – 26 free patient admissions

1. Substance Abuse Treatment Services

- a. Service Locations:
 - i. Hazelden Center City: Adult Residential/Day Treatment
 - ii. Hazelden Plymouth: Adolescent/young adult Residential/Day Treatment
- b. Admission Criteria: Hazelden Betty Ford Foundation shall provide preadmission screening to determine that Patient is in need of drug and alcohol treatment services and is appropriate for residential or day treatment care placement at Hazelden Betty Ford Foundation. Hazelden Betty Ford Foundation will determine patient appropriateness and timing of admission in accordance with standard practices.
- c. Services Included: All services provided within the realm of CD/Substance Abuse treatment, i.e. detox, limited physical exam, general CD lab tests, detox medications, CD program, room & board (for residential treatment only), reasonable mental health services.
- d. Services Excluded: Additional medical and/or prescriptive services beyond those provided or associated with customary CD Substance Abuse treatment including but not limited to: emergency medical, pharmacy (non-standard), room & board for day treatment, dental, optical, etc. Any such services required by patient and not covered by Hazelden Betty Ford Foundation will be discussed with the patient.

2. Patient Aid Pool

Hazelden Betty Ford Foundation will provide a pool of dollars in the amount of \$64,000 that the County can access for services. Services will be priced at current rates and obligation satisfied by patient aid pool. Services available include:

- a. Family Program: Program is a 4-day educational program offered to families. It is non-residential. Additional family members (one participant is included in the residential program) may attend the program at a cost of \$931 per person.
- b. Services for residential or day treatment patient which are "excluded services" above

3. Strategic Initiatives Director

Hazelden Betty Ford Foundation will provide the resources of our Strategic Initiatives Director as approved by the Payer Relations and Revenue Analytics Director, Lee Peterson. His contact information is listed below:

- a. Ashley Gibson
Director Payer Relations and Utilization Management
Hazelden Betty Ford Foundation
Desk: 651-213-4519

AGibson@hazeldenbettyford.org

4. General

- a. This Letter of Agreement (LOA) is applicable to Chisago County
- b. Chisago County will be initiating the patient admission process with Hazelden Betty Ford Foundation.
- c. This LOA supersedes all previous agreements between Hazelden Betty Ford Foundation and Chisago County and may be canceled, in part or in whole, with or without cause by either party with 30 days' written notice.
- d. Both Parties agree in good faith to honor the spirit and intent of the LOA.
- e. The conditions and terms referenced within this LOA are effective for the period of 7/1/2021 to 6/30/2022.
- f. Provider agrees that the use or disclosure of any part of information concerning an eligible client is violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13 or the Health Insurance Portability and Accountability Act (HIPAA) for any purpose not directly connected with the Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- g. Hazelden Betty Ford Foundation will provide Chisago County with a certificate of insurance naming Chisago County as additional insured by the Hazelden Betty Ford Foundation. Chisago County minimum insurance limits are \$500,000 per claim, \$1,500,000 per occurrence, and \$3,000,000 annual aggregate.
- h. Insurance coverage by Hazelden Betty Ford Foundation in amounts greater than tort liability limits set for municipal corporations, pursuant to Minnesota Statute 466 shall not constitute a waiver of liability cap(s) available to the County.
- i. For ongoing management of this agreement, the responsible party from Chisago County, will be the Health and Human Services Director or designee, and from the Hazelden Betty Ford Foundation the Payer Relations and Revenue Analytics Director or designee.

Chisago County

Hazelden Betty Ford Foundation

By _____

By _____

Printed _____

Printed James A. Blaha

Title _____

Title VP-Finance, CFO & CAO

Date _____

Date _____

Chisago County Government Center
313 N. Main Street, RM. 239
Center City, MN 55012

Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, RW 12
Center City MN 55012

Approved as to Form:



Dated: 9-28-2021

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Chisago County Request for Board Action

<i>Meeting Date:</i> October 6, 2021	<i>Item Number:</i> 5
<i>Title of Item for Consideration:</i> Addition of a Community Health Services Lead (CHS LEAD)	
<i>Action Requested by:</i> Robert Benson. Director	<i>Department:</i> Health & Human Services
<i>Previous Action on this Matter:</i> None.	
Background: Public Health was awarded \$160,000 (over two years) under the CDC American Rescue Plan Workforce Development Grant. This is a two year grant intended to strengthen and build the public health workforce for COVID-19 prevention, preparedness, response, and recovery. The time frame for the grant is July 1, 2021 through June 30, 2023, although the Minnesota Department of Health (MDH) does not anticipate the grant agreements will be approved until early October. At this time Public Health would like to hire or contract for a full time person to serve as a Community Health Services Lead. The total grant would cover the cost of the staff person through June 30, 2023.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve Health and Human services authorization to hire or contract a temporary staff member as a Community Health Service Lead. The suggested motion is as follows: <i>“Move to approve the addition of a Community Health Service Lead as either (a) employee; or (b) contracted under a Professional Services Agreement.”</i>	
Implications of Action: Board approval at tonight’s meeting will allow for increase community engagement and collaborative partnerships in our community; conduct ongoing data collection and analyses; and monitor, evaluate, and implement community health service programs that address gaps in services. Having this individual on staff, focusing on COVID-19 related issues, would also free up some of our family home visiting nurses to allow them to complete their regular billable duties.	
Budget/Financial Implications: COVID – 19 Public Health Workforce Grant.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
<i>Administrator’s Recommendation</i>	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: October 6, 2021	Item Number: 6
Title of Item for Consideration: 2022-2023 County MFIP Biennial Service Agreement	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of the MFIP Biennial Service Agreement for 2014-2015, 2016-2017, 2018-2019, and 2020-2021.	
Background: The Minnesota Family Investment Program (MFIP) requires counties to have a service agreement approved by the Minnesota Department of Human Services in order to receive consolidated funds. - MFIP service assesses efforts toward the goal of individual economic security and stability for low income families. - Provides the State of Minnesota Department of Human Services with assessment and summary needs, resources available, budgets related to allocated resources, community participation and review of service planning and development for this population. - Approval by the County Board must accompany Department of Human Services approval for Chisago County to receive these funds. This will be \$351,689.00 each of the next two years. - Chisago County contracts with Central Minnesota Jobs & Training Services Incorporated for the provision of these services.	
Attachment(s): 2022-2023 County MFIP Biennial Service Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2022-2023 County MFIP Biennial Service Agreement. The suggested motion is as follows: <i>“Move to approve the 2022-2023 County MFIP Biennial Service Agreement.”</i>	
Implications of Action: Approval will authorize Health & Human Services to access funding from the state of Minnesota to provide economic stability services to income eligible citizens of Chisago County. Budget/Financial Implications: Funding from the state of Minnesota. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

 DEPARTMENT OF HUMAN SERVICES	2022-2023 County MFIP Biennial Service Agreement January 1, 2022 - December 31, 2023	DHS-3863-ENG 9-21 Page 1 of 13
Enter the county's unique ID number 13CHI705		
Contact Information		
COUNTY/CONSORTIUM NAME Chisago		
PLAN YEAR	CONTACT PERSON	TITLE
2022-2023	Todd McMurray	Family & Economic Supports Manager
ADDRESS	CITY	STATE ZIP CODE PHONE NUMBER
313 N Main St Room 230	Center City	MN 55012 651-213-5637
EMAIL ADDRESS (where correspondence related to this form will be sent)		CONFIRM EMAIL ADDRESS
Todd.McMurray@chisagocounty.us		Todd.McMurray@chisagocounty.us
Note: Please review the 2022-2023 MFIP Biennial Service Agreement Bulletin for more details before you complete this document.		

County MFIP Biennial Service Agreement	Page 2 of 18
A. Needs Statement	
1. Identify challenges in financial assistance services that are prohibiting you from properly serving MFIP/DWP families in your community.	
Program complexities, COVID policy continues to be challenging for staff to process cases timely and with accuracy. Engagement strategies with the population we serve can be problematic at times however recent sanction policy changes will help in the coming service agreement.	
9222 characters remaining	
2. Identify challenges in employment services that are prohibiting you from properly serving MFIP/DWP families in your community.	
The Governor's Executive Orders' restrictions, including a stay-at-home order during PY20, made it difficult for jobseekers to participate in an active job search. Additionally, many CMJTS and CareerForce locations were temporarily closed to in-person meetings. There are many factors impacting program participants and their willingness to seek employment during a pandemic. Participants are nervous about returning to work. There is a real fear of contracting the Coronavirus. Mental or physical health issues are having some individuals second-guess if they are job-ready or even want to return to the workforce. And workers with young children need to stay home to care for kids due to limited childcare and hybrid schooling. The Peacetime Emergency and the Governor's Executive Orders led to the commissioner temporarily ordering that MFIP participants could not be sanctioned for failing to attend overview and meetings, submit paperwork, or comply with other specific requirements. Although the waivers were necessary and understood by CMJTS staff, they ultimately hurt program participation and client engagement. With the distribution of vaccines, the return to in-person services, and peacetime emergency waivers ending, employment services anticipate much greater participation in job search, training, and other work-related activities. Serving the "hard to serve" requires increased staff time spent administering staff-assisted assessments, job search coaching, individualized plan development, and making referrals to community-based organizations for those needing additional resources to address challenges. For example, caseloads in the county are manageable, but the more significant needs of the participants served do require more intensive one-on-one time. And even though MFIP and DWP are intended to focus on work, in reality, the program provides little funds to help participants prepare for and obtain good jobs. Instead, employment specialists often focus on documenting and measuring participation in a limited number of allowed and countable activities.	

characters remaining

3. Identify the strengths in your community that you are most proud of that benefit MFIP/DWP families.

characters remaining

County MFIP Biennial Service Agreement

Page 3 of 19

A. Needs Statement (continued)

4. What strengths and resources do you have available to address the needs of your participants?

Please **check all** the resources available to participants in your service area and check whether the resource is available within MFIP financial or employment services "in-house" or from a partner organization (county resources with developed connections to MFIP), and/or an external community resource or both. If you lack sufficient resources in your area, check the Resource Gaps column, even if there are some resource sources. Add any "other" resources that you consider necessary.

MFIP Resources	Partner Resources	Community Resources	Resource Gaps	
☐	☐	☒	☐	ABE/GED
☐	☐	☒	☐	Adult/elder services
☒	☐	☒	☐	Career planning
☒	☐	☒	☐	Childcare funds
☐	☐	☒	☐	Chemical health services
☒	☐	☐	☐	Computer lab access
☒	☐	☒	☐	Credit counseling/financial literacy
☐	☐	☒	☐	English Language Learner (ELL)
☐	☐	☒	☐	Food shelf
☐	☒	☒	☐	Housing assistance
☒	☐	☐	☐	Job club
☒	☐	☐	☐	Job development
☒	☐	☐	☐	Job placement
☒	☐	☐	☐	Job retention
☒	☐	☐	☐	Job search workshops
☒	☐	☒	☐	Mental health services
☒	☒	☐	☐	On-the-job training program
☒	☒	☐	☐	Post-secondary education planning
☒	☒	☐	☐	Short-term training
☒	☒	☐	☐	Supported work / paid work experience
☒	☐	☒	☐	Transportation assistance (gas cards, bus cards)
☒	☐	☒	☐	Vehicle repair funds
☒	☐	☒	☐	Volunteer opportunities
☐	☒	☒	☐	Wage program
☐	☐	☐	☐	Other
☐	☐	☐	☐	Other
☐	☐	☐	☐	Other

5. County Program Contact Information

Please name contacts for the following programs if different from the contact on the cover page. You only need to give a person's phone and email once.

MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
DWP STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS

County MFIP Biennial Service Agreement

Page 4 of 14

A. Needs Statement (continued)**6. Employment Services Provider(s) Information**

Statute 256J.50, subdivision 8: Each county, or group of counties working cooperatively, shall make available to participants the choice of at least two employment and training service providers as defined under Minnesota Statutes, section 256J.49, subdivision 4, except in counties contracting with CareerForce Centers that use multiple employment and training services or that offer multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs.

List your current employment services provider(s) and check the respective box to indicate which population served. If a CareerForce Center is the only employment services provider, list the multiple employment and training services among which participants can choose. Section G of this form addresses provider choice.

NAME	ADDRESS	
Central Minnesota Jobs and Training Ser	406 E. 7th St., PO Box 720, Monticello, MN 55362	
CONTACT PERSON	PHONE NUMBER	EMAIL
Dina Wuornos	612-325-1652	dwuornos@cmjts.org
Population Served	☒ MFIP ES ☒ DWP ES ☒ FSS ☐ Teen Parents ☒ 200% FPG	

County MFIP Biennial Service Agreement

Page 5 of 13

B. Service Models

Minnesota Family Investment Program (MFIP) and the Diversionary Work Program (DWP)

1. Do you have culturally specific employment services for different racial/ethnic groups?

☒ No ☐ Yes☐ African American☐ African immigrant☐ Asian American☐ Asian immigrant☐ American Indian☐ Hispanic/Latino☐ Other

2. What strategies do you use for hard-to-engage participants? Check all that apply.

☒ Home visits☒ Sanction outreach services☐ Incentives☒ Off-site meeting opportunities☐ Other

3. What types of job development do you do? Check all that apply.

☐ Sector job development☒ Individual job development☐ Other

4. Do you have an ongoing job development partnership or sector based job development with community employers to help participants with employment?

☐ No ☒ Yes Check all activities employers provide.☒ Interview opportunities☒ Job skills training☒ Job placement☒ Job shadowing☒ On-site job training☒ Work experience☒ Helps plan training programs☐ Other

5. Do you provide job retention services to employed participants while they are receiving MFIP?

☐ No ☒ Yes Check all that apply.☒ Available to assist with issues that develop on the job☒ Financial planning☒ Soft skills training☒ Mentoring☒ Transportation☒ Personal contact with the employeeHow often? As often as needed.☐ Other

How long do you provide job retention services?

☐ Less than 3 months☒ 3-6 months☐ 7-12 months☐ More than one year

6. Do you provide job advancement services to employed participants?

☐ No ☒ Yes Check all that apply.☒ Career ladder/ing☒ Networking☒ Coaching/mentoring☒ Ongoing job search☒ Education/training☐ Other

7. Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

☐ No ☒ Yes Check all that apply.☒ Pathways to Prosperity (PTP)☐ Work Keys☐ National Career Readiness Certificate (NCRC)☐ Other

B. Service Models (continued)**Family Stabilization Services (FSS)**

1. Do you have professionals available to assist with FSS cases?

☐ No ☒ Yes Check all that apply

- | | | |
|---|--|--|
| ☒ Adult Mental Health professional | ☒ Psychologist | ☒ Adult Rehabilitation Mental Health Services (ARMHS) worker |
| ☒ Public Health Nurse | ☒ Chemical Health professional | ☒ Social Worker |
| ☒ Children's Mental Health professional | ☐ Vocational Rehabilitation worker | ☐ Other |

2. Do you make referrals for children of FSS participants?

☐ No ☒ Yes Check all that apply

- | | | |
|---|--|--|
| ☒ Children's Mental Health Services | ☒ Public Health Nurse home visiting services | ☒ Child Wellness Check-ups |
| ☒ Women, Infants and Children Program (WIC) | ☐ Other | |

3. Are any of these services for children offered to non-FSS families?

☐ No ☒ Yes**Services for families no longer on MFIP/DWP but under 200% of Federal Poverty Guideline**

1. Do you provide services to families recently receiving MFIP/DWP or families at risk of receiving MFIP or diversionary work program but are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes Check all the services that apply

- | | | | |
|---|--|--|--|
| ☐ ABE/ELL Classes | ☐ Job retention services | ☒ Child care | ☒ Referral to other programs |
| ☒ Computer Lab Access | ☒ Support Services | ☐ GED | ☐ Training/Job Skills Classes |
| ☒ Job postings | ☐ Other | | |

2. Do you serve families not recently on MFIP/DWP that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes

DESCRIBE

Criteria: family with a minor child, or a pregnant woman.

3. Do you provide services to Non-Custodial Parents (NCPs) that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes

DESCRIBE

Criteria: a non-custodial parent of a child receiving assistance.

4. Describe the process you have in place to verify income below 200% FPG for participants that are not on MFIP or DWP.

☒ MAXIS ☐ Proxy ☒ Other specify ES verifies all income for prior 6 months.**County MFIP Biennial Service Agreement**

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B. Service Models (continued)**Minnesota Family Investment Program (MFIP) Services for Teen Parents**

1. Are there specialized workers who work primarily with teens (for example, child care worker provides child care resources to teens only)?

☒ No ☐ Yes

Minors (under age 18)	Age 18/19	
☐	☐	Financial worker
☐	☐	Employment service worker
☐	☐	Social worker (Social Services)
☐	☐	Public health nurse
☐	☐	Child care worker
☐	☐	Child protection worker
☐	☐	Other job role

2. Is there a single point of contact for teens, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services? Respond for each age group separately. If yes for an age group, check the one position that serves this function within that age group.

Minors (under age 18)	Age 18/19
Financial worker	Financial worker
Employment service worker	Employment service worker
Social worker (Social Services)	Social worker (Social Services)
Public health nurse	Public health nurse
Child care worker	Child care worker
Child protection worker	Child protection worker
Other job role	Other job role

3. Does your county have an active partnership with the local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? Check one for each age group

Minors (under age 18)	Age 18/19
Yes, mandatory	Yes, mandatory
Yes, voluntary	Yes, voluntary
No	No

County MFIP Biennial Service Agreement

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C. Measures

Performance Measures

1. Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on Statute 256J.026, subdivision 7.

Each year a bonus to a service area's Consolidated Fund allocation will be based on its performance on the Self-Support Index in the previous April to March year.

The **three-year Self-Support Index (S-SI)**: This measure starts with all adults receiving MFIP or DWP cash assistance in a quarter and tracks what percentage of them, three years later, are no longer receiving family cash assistance or are working an average of 30 hours a week if still receiving cash assistance. Those who left MFIP after reaching 60 counted months and those who left due to 100 percent sanction are only counted as a success if they worked an average of 30 hours per week in their last month of eligibility or if they began receiving Supplemental Security Income (SSI) after family cash assistance ended. To provide fair comparisons across service areas, DHS calculates a "Range of Expected Performance" for the S-SI that is based on local caseload characteristics and economic conditions. The service area's Self-Support Index value is whether the service area was above, within, or below its expected Range.

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2021 <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4651H-ENG>. A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2021 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2022.

[Minnesota Family Investment Program 2021 Annualized Self-Support Index \(PDF\)](#)

If your service area is receiving a bonus, congratulations! Please share a success strategy here:

Chisago County was "Above" and did receive a bonus for the year.

At the heart of our success is how closely county financial services work with CMJTS employment services staff. Staff is always just a phone call or email away for follow-up on cases. Regular meetings also occur to run through situations and ensure both financial and employment services are on the same page regarding participant status. Prioritizing communication has worked well for us.

If your service area performed "above" or "within," you can go to item 2.

If your service area performed "below" for two consecutive years, you will have to **negotiate a multi-year improvement plan** with the commissioner. If no improvement is shown by the end of the multiyear plan, the next year's allocation must be decreased by 2.5 percent, to remain in effect until the service area performs within or above its Range of Expected Performance.

County MFIP Biennial Service Agreement

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C. Measures (continued)

Racial/Ethnic Disparities

2. A **racial/ethnic disparity** is defined as a one-year Self Support Index that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in the county or consortium. The report "The Annual Summaries for counties of the Self Support and Work Participation performance measures" <https://edocs.dhs.state.mn.us/lfs/Server/Public/DHS-4214AG-ENG> on the MFIP Reports page includes a list of service areas that have a racial/ethnic disparity requiring action. (If your county has a disparity but data are missing for quarters with cell size too small to report, contact benjamin.jaques-leslie@state.mn.us to get the unpublished counts and percentage gaps.)

MFIP Performance Measures by Racial/Ethnic or Immigrant Group, and by County or Tribal Provider July - September 2020 (PDF)

If your county or consortium is **not** in the list, skip the following question.

What strategies and action steps for each of the groups with disparities do you plan for the coming biennium to reduce these disparities?

Chisago County is not on the disparity list.

9954 Form 01-2019

County MFIP Biennial Service Agreement

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D. Program Monitoring/Compliance

1. What procedures do you have in place to ensure that program funds are being used appropriately as directed in MW's *Checklist for Joint*:

- ☒ Budget control procedures for approving expenditures
- ☒ Cash management procedures for ensuring program income is used for permitted activities
- ☒ Internal policies around use of funds, i.e. participant support services

Other:

2. What procedures do you have in place to ensure program policies are followed and applied accurately? *Checklist for Joint*

Case consultation

Sample case review by workers

Sample case review by supervisors

Other

If your service area has not made changes to your random drug testing policy since the last BSA, go to Section E.

3. What procedures/policies do you have in place for administering random drug tests of convicted drug felons on MFIP as required by Minnesota Statutes, section 256J.26, subdivision 1?

Written policy within the MFIP unit

Coordination with Corrections

Currently establishing new policy/procedure(s)

Other specify

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E. Collaboration and Communication with Others

1. How many employment services front-line staff are employed in your county or consortium?

1

How many employment services front-line staff in your county or consortium have MAXIS access?

1

How many managers/supervisors have MAXIS access?

3

2. Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

Written status updates and verbal communication between the county eligibility workers, employment specialists, and direct supervisors of both staff remain frequent. The ES meets regularly regarding preliminary data reports with the Financial Assistance Supervisor and with MFIP workers to discuss cases one-on-one, including any discrepancies between MAXIS and WF1. During the preliminary data meeting, staff works together to verify MAXIS coding and WF1 activity hours and check for differences between the two systems. The FSS mismatch report is also reviewed. MAXIS data and WF1 work hours are compared for each customer on the preliminary report. Other factors and information is used as is found helpful in determining and reaching participation hours. MAXIS and WF1 data validation is further enhanced by frequent interactions between team members throughout the month, made easy through the proximity of CMJTS ES staff within the Chisago County Family Services location.

Additionally, it is shared with the other if the EW or ES receives documentation of participation hours, such as paystubs. ES will place all job search and readiness documentation, unpaid employment, education and training, and other activity hours into WF1 weekly, bi-weekly, or monthly as required.

The CMJTS Employment Specialist meets regularly with the Eligibility Workers to resolve any discrepancies. The more important task of these one-on-one meetings is to collaborate and share information on the progress and struggles our families are experiencing. We have open communication as employment service staff maintains an office at the county building with the Eligibility Workers. Eligibility Workers and Employment Services staff in Chisago County have strong, long-term working relationships and communicate on a very regular basis.

4/1/25 10:17:11 AM

County MFIP Biennial Service Agreement

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F. Emergency Services

1. Does your county provide emergency or crisis services from your Consolidated Fund?
No Yes

If your service area has made changes to your emergency services policy since the last BSA, submit your emergency/crisis plan

County MFIP Biennial Service Agreement

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G. Other

Administrative Cap Waiver

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work or community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs.

If your county is interested in applying for the waiver for the coming biennium, please complete the following four questions.

1. Describe the activity(s) you will provide.

Characters remaining

2. Explain the reasons for the increased administrative cost.

Characters remaining

3. Describe the target population and number of people expected to be served.

Characters remaining

4. Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

Characters remaining

County MFIP Biennial Service Agreement

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G. Other (continued)

Addendum for Unpaid Work Experience Activities

If your county is providing unpaid work experience activities for MFIP participants and you don't already have an Injury Protection Plan (IPP) in place, please click on [eDocs](#) to find any IPP forms that may be needed. Email the completed form to tricia.chang@state.mn.us.

Provider Choice

Does your county:

- ☐ Have at least two employment and training services providers. Go to Section H.
- ☒ Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs. Go to Section H.

Intend to submit a financial hardship request.

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G. Other (continued)

Financial Hardship Request

FINANCIAL HARDSHIP - Exception to Choice of Employment Service Providers Requirement

MFIP provisions require counties to make a choice of at least two employment service providers available to participants unless a workforce center is being utilized (Minnesota Statutes, section 256J.50, subdivision 8). Counties may request an exception if meeting this requirement results in a financial hardship (Minnesota Statutes, section 256J.50, subdivision 9).

A financial hardship is defined as a county's inability to provide the minimum level of service for all programs if a disproportionate amount of the MFIP consolidated fund must be used to cover the costs of purchasing employment services from two providers or the cost of contracting with a workforce center.

To request approval of a financial hardship exception from the choice of provider requirement, please provide the following information.

1. If the county had a choice of providers in calendar year 2019, describe:
 - factors that have changed which indicate a financial hardship
 - why the hardship is expected to persist in the near future and
 - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the county.

2000 characters remaining

2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:
 - major factors which prevent the county from utilizing these options and include a cost analysis of each option considered; and
 - the process used to determine the cost of other options (RFP or other county process).

2000 characters remaining

3. If the county proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant county funds. The description should include information about what steps will be taken to ensure that county staff have the experience and skills to deliver employment services.

2000 characters remaining

Financial Hardship requests will be reviewed by The Department of Human Services (DHS) and the Department of Employment and Economic (DEED) leadership. DHS and DEED will also review the amount budgeted by the county for employment and training during calendar year 2021 and use this amount as a guide to determine whether the amount budgeted by the county for calendar year 2022 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor county programs to ensure outcomes are achieved and services are being delivered consistent with state law. For additional info or if you have questions please email [Pamela McCauley](mailto:Pamela.McCauley@state.mn.us).

County MFIP Biennial Service Agreement

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H. Budget

Click on the link below to review your service area's 2020 MFIP allocation and Federal Funding Sources.

[MFIP Consolidated Fund \(PDF\)](#)

In the budget table, indicate the amount and percentage for each item listed for the budget line items for calendar years 2022-2023.

Also note:

- Refer to the 2022-23 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- MFIP administration is capped at 7.5 percent unless the county is approved for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver.
- The percentage of Employment Services DWP budget should be significantly less than the Employment Services MFIP budget.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- If "other" is used, briefly state or describe the line item. "Other" expenditures include any costs that are not related to administering MFIP, DWP or Emergency program services or atypical costs. All services must be an allowable service under the MFIP Consolidated Fund.
- Email Brandon Riley at brandon.riley@state.mn.us, if you need assistance or have questions with the budget section.

2022 Budget

Budgeted Amount	Percent	Line Items
37,200.00	10.58%	Employment Services (DWP)
153,708.00	43.71%	Employment Services (MFIP)
80,000.00	22.75%	Emergency Services/Crisis Fund
15,794.00	4.78%	Administration (cap at 7.5%)
45,387.00	12.91%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
	0.00%	Under 200% Services
3,000.00	0.85%	Capital Expenditures
15,600.00	4.44%	Other 1 Client support services - employment services
	0.00%	Other 2
\$351,689.00	100.00%	Total

2023 Budget

Budgeted Amount	Percent	Line Items
37,200.00	10.58%	Employment Services (DWP)
153,708.00	43.71%	Employment Services (MFIP)
80,000.00	22.75%	Emergency Services/Crisis Fund
16,794.00	4.78%	Administration (cap at 7.5%)
48,387.00	13.76%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
	0.00%	Under 200% Services
	0.00%	Capital Expenditures
15,600.00	4.44%	Other 1 Client support services - employment services
	0.00%	Other 2
\$351,689.00	100.00%	Total

County MFIP Biennial Service Agreement

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Certifications and Assurances**Public Input**

Prior to submission, did the county solicit public input for at least 30 days on the contents of the agreement?

☐ No ☒ Yes

Was public input received?

No Yes

If received but not used, please explain.

characters remaining

Assurances

It is understood and agreed by the county board that funds granted pursuant to this service agreement will be expended for the purposes outlined in Minnesota Statutes, section 256J; that the commissioner of the Minnesota Department of Human Services (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the county shall make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding, and that the county agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Counties may use the funds for any allowable expenditures under subdivision 2, including case management outlined in Minnesota Statutes, section 256J.

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly.

Federal funds. Payments are to be made from federal funds. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by STATE to County. In the event of such termination, County shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. **Pass-through requirements.** County acknowledges that, if it is a subrecipient of federal funds under this Agreement, County may be subject to certain compliance obligations. County can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and County agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements). Counties (and all tiers of sub grantees) must comply with the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable (including modifications) in the administration of all DHS federally funded grants. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. General Terms and Conditions for the Administration of Children & Families awards can be found here: General Terms and Conditions (hhs.gov), and are incorporated into this agreement.
2. **Preference.** Terms and Conditions specific to TANF funds can be found here: TANF Official Terms & Conditions for State and Territories (April 2021) (hhs.gov), and are incorporated into this agreement by reference.

(Must match the name associated with the DUNS number.)

3. **County's Data Universal Numbering System (DUNS) number:**

The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match GRANTEE's name.

County MFIP Biennial Service Agreement

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4. **Federal Award Identification Number (FAIN):** 2201MNTANF and 2301MNTANF
5. **Federal Award Date:** October 1, 2022 (projected) (The date of the award to the MN Dept. of Human Services.)
6. **Period of Performance:** Start date: **January 1, 2022.** End date: **December 31, 2023.**
7. **Budget period start and end date:** January 1, 2022 – December 31, 2023
8. **Amount of federal funds:**
 - A. Total Amount Awarded to DHS for this project: \$103,290,000 (projected)
 - B. Total Amount Awarded by DHS for this project to county named above: See Budget Table in Section H of this Agreement.

9. *Federal Award Project description:* Temporary Assistance for Needy Families (TANF)

10. *Name:*

A. Federal Awarding Agency: Administration for Children and Families

B. MN Dept. of Human Services (DHS)

C. Contact information of DHS's awarding official: Jovon Perry, Jovon.perry@state.mn.us

11. *CFDA Number & Name:* Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. 93.558 (TANF)

12. Is this federal award related to research and development?: ☐ Yes ☒ No

13. Indirect Cost Rate for this federal award is: up to 15% (including if the *de minimis* rate is charged.)

14. Closeout terms and conditions for this federal award: County shall close-out its use of funds under this agreement by complying with the closeout procedures in 2 C.F.R. § 200.343. County's obligations shall not end until all close-out requirements are completed. Terms specific to tangible personal property purchased with federal funds can be found here: [Property Guidance | The Administration for Children and Families \(hhs.gov\)](#)

Service Agreement Certification

Checking this box certifies that this 2022-2023 MFIP Biennial Service Agreement has been prepared as required and approved by the county board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the county board of commissioners or authorized designee, their mailing address and the name of the county.

DATE OF CERTIFICATION	NAME (CHAIR OR DESIGNEE)	COUNTY
MAILING ADDRESS	CITY	STATE ZIP CODE

If your county agency is unable to complete your BSA by October 15, 2021 you will need to request an extension. Please email Tria.Chang@state.mn.us to provide additional information about why you were not able to compete this form and when you expect to submit the form by.

Save or Submit

To **save your work**, click the 'Save Form for Later' button. Your information will be saved, and you may finish the form later.

To **submit your information to DHS**, click the 'Submit Final Form' button.

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Chisago County Request for Board Action

Meeting Date: October 6, 2021	Item Number: 7
Title of Item for Consideration: MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County dated 1/1/2021 through 12/31/2021	
Background: County agencies are required by MN Statute 256D.051 to provide to Supplemental Nutrition Assistance Program (SNAP) recipients an employment and training program. This Statute also requires agencies to prepare an annual plan for the operation of the SNAP Employment & Training Program and submit it to the Commissioner of the Department of Employment and Economic Development (DEED). Chisago County, through its Health & Human Services Department, contracts with Central Minnesota Jobs & Training Services (CMJTS) to provide this program.	
Attachment(s): - MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County 2022 - Exhibit A: Work Plan - Exhibit B: Budget Plan	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County. The suggested motion is as follows:	
<i>"Move to approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County."</i>	
Implications of Action: Approval of the SNAP Local Area Plan allows Chisago County to submit a request to the MN Department of Employment and Economic Development for funding for administering the SNAP employment and training program in Chisago County. Approval of the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County will allow continued provision of employment services to eligible Chisago County residents.	
Budget/Financial Implications: Funded with state grant dollars	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

Approve CB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN
CHISAGO COUNTY AND
CENTRAL MINNESOTA JOBS & TRAINING SERVICES, INC.
JANUARY 1, 2022 TO DECEMBER 31, 2022

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between CHISAGO County, hereinafter referred to as the "COUNTY", and

Central Minnesota Jobs & Training Services, Inc.

406 7th Street East, PO Box 720

Monticello, Minnesota 55362

Social Security or Federal Identification Number: 41-1484048

Minnesota State Tax Identification Number: 2073311.

hereinafter referred to as the "PROVIDER."

WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.78, and Diversionary Work Program (DWP) 2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

WHEREAS, The PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

a. The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2022 (January 1, 2022 to December 31, 2022). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of January 1, 2022 to December 31, 2022. The available funds for this agreement shall not exceed \$223,302.00 with no more than 7.5% of that amount being used for Administration, see Budget, Exhibit B.

b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3. below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on January 1, 2022 and shall remain in effect until December 31, 2022, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

b. Termination for Cause: The COUNTY shall terminate the service agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to

comply with any of the provisions contained in this service agreement. If the PROVIDER fails to perform in whole or in part under this service agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten-(10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the service agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

b. Any dispute concerning a question of fact arising under this service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this service agreement in accordance with the COUNTY'S initial decision.

d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the County and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this service agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than \$ 250,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$2,000,000 General Liability Insurance minimum limits are \$500,000 per claimant, \$1,500,000 per occurrence, \$1,500,000 annual aggregate.
2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$200,000 per accident for property damage, \$200,000 for bodily injury and/or damages to any one person, and \$200,000 for total bodily injuries and/or damages arising from any one accident. -OR- a Combined Single Limit \$200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.
3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.
4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.

In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims:

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws:

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein:

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf:

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

a. Audits: The PROVIDER agrees to have an annual audit in accordance with uniform grant

guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this service agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to provide access to the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.
2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.
3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.
4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
 8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.
- d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
- e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
- f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.
- g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.
- i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.
- j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
11. VOTER REGISTRATION: The PROVIDER shall provide non-partisan voter registration services and assistance; using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162 (1990).
12. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this service agreement without prior written consent of the COUNTY. The provisions of this service agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this service agreement.

13. PREGRANT COSTS: Costs incurred from 30 days prior to the effective date of this service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions": unless excluded by law or regulation.

16. LOBBYING CERTIFICATION AND DISCLOSURE: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than \$10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$100, such person shall be fined not more than \$1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than \$1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than \$5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2022) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than \$5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: _____

TITLE: Central Minnesota Jobs & Training Services, Inc. Chief Executive Officer

DATE: _____

SIGNATURE: _____

TITLE: Central Minnesota Jobs & Training Services, Inc. WDB CHAIRPERSON

DATE: _____

FOR THE COUNTY

SIGNATURE: _____

TITLE: CHISAGO COUNTY ATTORNEY

DATE: _____

SIGNATURE: _____

TITLE: CHAIR, CHISAGO COUNTY BOARD

DATE: _____

ATTEST

SIGNATURE: _____

TITLE: CHISAGO COUNTY FAMILY SERVICES DIRECTOR

DATE: _____

County-11-17

Exhibit A

CHISAGO COUNTY

2022 Work Plan for

MINNESOTA FAMILY INVESTMENT PROGRAM

And

DIVERSIONARY WORK PROGRAM

Central Minnesota Jobs and Training Services, Inc. (CMJTS), the employment services provider (ESP) shall provide the administration and delivery of the MFIP and DWP employment and training programs. Exhibit A contains a description of the specific programs, activities, and services provided by the ESP.

Minnesota Family Investment Program and Diversionary Work Program (MFIP DWP): The ESP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.78 and any amendments. The ESP will provide all program requirements within the legal requirements. Following are the specific activities as in the County Biennial Service Agreement Minnesota Family Investment Program for January 1, 2022, to December 31, 2023.

1. Program approach

Program services are delivered on the premise that parents have a responsibility to support themselves and their children. CMJTS promotes a strengths-based, family-centered approach to service delivery in helping participants identify employment strengths and challenges to employment. Challenges are addressed in collaboration with community partners and referral to resources are provided to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment.

The CMJTS employment specialist (ES) monitors participation in MFIP DWP activities and continually assesses for additional barriers, while simultaneously focusing on growing the participant's strengths. The ES emphasizes the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

II. Program Services

The following activities will be offered to participants in the ESP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities

Employment specialists (ES) deliver work-focused services to clients designed to encourage them to seek and gain employment. Various supports are provided, allowing participants to go to work, including medical assistance, childcare, and financial assistance for expenses related to transportation or housing. In addition, ES aims to lessen the length of time families receive public assistance by encouraging participants to look for employment or other means of income to self-sufficiency. To that end, CMJTS ES promotes paid employment activities as a critical element of programming. These activities include:

- Unsubsidized employment
- Subsidized private-sector employment
- Subsidized public-sector employment
- Self-employment
- On-the-job training

For unsubsidized, subsidized, private-sector, and public-sector employment, the participant's employer provides daily supervision, and the ES monitors participation. Compliance with program expectations is observed through copies of pay stubs, timecards, or other statements of work hours provided by the participant. In addition, the ES enters the work hours in the case file, and the financial worker tracks work hours in MAXIS, verifying that each participant is engaged in the required number of weekly hours of activity. ES has access to MAXIS view, which is permitted and governed by DHS. (See MAXIS contract for detailed information on ES access to MAXIS.)

CMJTS offers entrepreneurial training, business consulting, and technical assistance to individuals seeking to start or grow a business in Minnesota using various resources and referrals. The ES refers individuals to their local Small Business Development Center for consultation and training assistance. Or they may be encouraged to connect with community-based organizations that serve entrepreneurs and business owners such as Women Venture and Initiative Foundations or to CareerForce Centers for research and business plan development resources. Participants interested in self-employment must develop a business plan to allow self-employment activities to count for weekly participation hours. The business plan must include a timetable with earning's goals that will result in exiting MFIP. The ES and the participant review the self-employment plans together every three months to compare actual income to potential income per the business plan and determine if earnings move the family toward exiting MFIP.

When an employer considers multiple candidates to fill a vacancy, the ES and participant may incentivize hiring an MFIP or DWP participant. While seeking work, the ES trains jobseekers to promote on-the-job training (OJT) and work opportunity tax credits (WOTC). OJT allows CMJTS to reimburse employers for fifty percent of a new hire's wages for the duration of an agreed-upon training period (typically 12-26 weeks). CMJTS has longstanding relationships with local employers, and this is highlighted by the number of current OJTs written, averaging 50 OJTs annually. CMJTS uses this incentive to increase employment opportunities for program participants. In addition, OJT provides financial motivation for the employer by helping them recover some of the costs associated with onboarding a new hire for the predetermined length of the contract. OJTs are funded through co-enrollment with appropriate other CMJTS state, federal, or foundational grant programs. In conjunction with the ES, the CMJTS Business Service Coordinator (BSC) works first with MFIP/DWP participants who have used 30 or more months of program services and are job ready. CMJTS BSC may also arrange local business tours for MFIP/DWP participants to hear directly from an employer about the business, job positions, career ladder, and general expectations of the employer.

B. Paid and Unpaid Work Experience and Community Service Site Placements

When participants need to gain experience, develop good work skills and habits, or "test-drive" a position, they may be encouraged to participate in a paid work experience, a short-term workplace learning opportunity. CMJTS will be the employer of record for the participant, typically at a rate of pay equal to the federal minimum wage, to work up to 29 hours per week while under the supervision of a local employer, private or public. The employer provides meaningful work training and offers feedback on progress and areas for further development. The ES offers support and guidance as needed. Positive reinforcement by earning a paycheck encourages ongoing activity participation. While not required, employers can offer permanent paid work to clients after the placement agreement ends.

Community Service Site Placement is recommended when a participant is not employed and has completed six weeks of job search. In addition, the CMJTS quality assurance department will also identify long-term cases (30 months or more on MFIP) and propose placements. The ES or the participant will locate non-profit or for-profit businesses to serve as community service sites. All sites will fulfill a useful public purpose and provide training skills for unsubsidized jobs. The ES will document, in the case file, the valuable purpose of the community work experience. Once placed at a worksite, the ES contacts the agency or business at least monthly to assess the participant's progress and establish a strong working relationship with the worksite supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and timely, allowing the ES to address issues with the participant promptly.

Most MFIP participants engaged in unpaid work experience or community service placements are covered under the Fair Labor Standards Act (FLSA). They may not be permitted to work more than the number of hours equal to their combined MFIP cash and food assistance benefits divided by the federal minimum wage (\$7.25/hr). Therefore, participants engaged in the maximum number of hours, as allowed by the FLSA, are deemed to be meeting the work participation rate.

C. Job Search and Work Readiness Assistance

CMJTS staff identify that an employer's primary concern is finding a worker who wants to work and learn. Many employers are very willing to train people to get the work skills needed, provided they are ambitious, ready learners. However, most employers are still seeking "fit" over "experience" because employees can learn skills, but fitting in with a team, having a good attitude, and the desire to work and do well often cannot. Therefore, CMJTS ES focuses on developing work readiness and jobseekers' soft skills and draws attention to the local area employment opportunities. Active participation may include the direct act of seeking or obtaining employment and having work readiness skills or life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities. Public assistance recipients often face difficulty entering the job market due, in large part, to their barriers and lack of job search preparedness. CMJTS ES recognizes this and responds by offering counseling activities related to job search strategies and job coaching to hone one's skills. Job coaching may consist of assessing skills and goals, education on internet-based job search tools, job application assistance, interview preparation, providing job leads, and monitoring job search activities to ensure the participant maintains progress. The focus of the ES is to ensure that MFIP and DWP participants have the basic skills, work readiness skills, and occupational skills necessary to succeed in personalized goals that lead to self-sufficiency. Program services include:

- developing a master job application
- opening and closing an interview
- using positive skill statements
- answering tough interview questions
- making a good first impression (appropriate appearance)
- identifying effective ways to find jobs
- developing an appropriate resume
- registering on Minnesotaworks.net
- labor market information (LMI)

CMJTS has appropriate procedures for ES to verify work participation activities and daily supervision requirements for all job search and work readiness activities. The ES proves compliance and plan progress by collecting the

participant's required verification and ensuring it is well-documented and in the file.

CMJTS monitors and ensures required contact with each case through the following methods:

- The ES enters case notes in Workforce One (WFO) to document that the participant is progressing towards employment, participating in activities, tracking hours, and focusing on program advancement.
- The program supervisor completes in-depth file reviews throughout the program year to ensure the ES is entering proper case notes, accurately tracking participant hours in WFO, and recording participant activities, while ensuring the participant is successfully progressing in job-ready activities or towards employment.
- The CMJTS program manager confers with the program supervisor and the ES regularly regarding participant's progress and success.

D. Individualized Structured Job Search (SJS)

SJS supports the message that the MFIP and DWP programs are intensive and are intended to help participants find and keep employment. SJS is a job search activity that helps the participant identify work skills, develop soft skills, and build self-confidence through coaching, peer support, and networking. It also provides a forum for progress evaluation and feedback, sharing job leads, online job searching, completing job logs, etc. SJS is an opportunity for the employment specialist to provide the participant with positive feedback and encourage their constructive job search activities.

Examples of specific SJS topics include, but are not limited to:

- Preparing for job search, both mentally and practically
- Developing a master job application to use as a reference when applying for work
- Knowing how to open and close an interview
- Using positive skill statements
- Answering tough interview questions
- Knowing the importance of appropriate appearance
- Identifying effective strategies to find job vacancies
- Developing an appropriate résumé and cover letter
- Effectively using the internet for job search
- Learning how to register and job search on Minnesotaworks.net
- Networking (i.e., leveraging the hidden job market)
- Contacting employers
- Setting goals and managing time
- Conducting oneself professionally via phone and during an interview
- Communicating assertively
- Communicating respectfully with coworkers and supervisors

- Understanding how to negotiate wages or salary
- Determining which job offer is best and accepting it without burning other bridges
- Career-laddering - how to advance within a company
- Managing personal finances
- Understanding ethics in the world of work
- Maintaining a positive attitude
- Writing thank you notes after job interviews
- Managing stress and balancing work and home life

CareerForce Centers provide opportunities for jobseekers to access job search materials, learn how to write a resume, interview, and search for jobs. Services are tailored to meet individual needs and provided by onsite staff. In addition, CareerForce events and workshops are available to help with career planning. Free access to computers, the internet, printers, fax machines, copiers, and telephones for job search-related activities are open. All of these services are accessed by the ES to help the MFIP/DWP participant succeed.

E. Structured Follow-Up

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of case management. It happens during phone and virtual check-ins and group or face-to-face meetings with the ES. In addition, MFIP/DWP recipients must participate in "work" activities for a minimum number of hours per week, specific to their circumstances, to "earn benefits" each month. Participating in work activities is the participant's job until they obtain paid employment or are placed in community service or work experience.

F. Retention Skill

CMJTS ES can help families stay off public assistance and encourage them to budget household income by helping to make sure they are better off working than receiving public assistance. MFIP/DWP services such as transportation, childcare, financial counseling, short-term training opportunities, and child and family enrichment services are provided to families as a means to stay employed. In addition, retention strategies are discussed between the ES and the participant well before the job begins. The job retention and job search lessons, presented in CareerForce workshops or one-on-one, reinforce transferable skills and learned employment skills.

G. Strategies to Maximize Services and Access to Services to Those with Limited Transportation or Virtual Needs

CMJTS has employed several strategies to encourage participation and help participants achieve desired program outcomes by providing various delivery

options. For instance, for jobseekers who do not have a car or do not drive and do not have access to public transportation, a CMJTS ES may provide services through virtual means or by telephone. The ES will accommodate inconvenient office hours and meet with participants outside of regularly scheduled business hours. ES may also travel to the participant's community and meet locally to address the lack of childcare or other needs. Thus, CMJTS ensures a well-rounded service delivery system representing our communities' diverse needs and securing access for our MFIP and DWP participants. Face-to-face and one-on-one meetings are always the preferred method for delivery of services and prove to develop stronger ES/participant rapport, help with relationship building, and encourage follow-through.

For virtual services to be a viable option for the participant, they should:

- Have access to a computer and internet, such as at home or a local library.
- Use e-based instructional tools and processes to conduct a job search:
 - register for Minnesotaworks.net
 - effectively attend DEED CareerForce virtual workshops
 - create a list of relevant job leads
 - scan and email a resume and job applications to the ES and employers
- Email, text, or phone a report of job search activity and weekly plans of action.
- Communicate regularly with the ES who approves and suggests structured job search activities.

H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services

For participants with mental health, chemical health, or rehabilitation challenges, the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. When documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), the ES shares the documentation with the financial worker. Then, the ES develops an FSS employment plan with the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant, and the ES review progress, identify support service needs and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or the employment plan.

I. Education and Training-Related Activities

CMJTS ES can address employment barriers through short- or long-term training. The goal is to help the participant improve their employability by improving skills needed for available jobs.

Activities may include:

- post-secondary educational training
- job skills training directly related to employment
- high school completion or GED
- English language learning (ELL or ESL)
- adult basic education (ABE)
- labor market information - high-demand, high-wage careers

Training activities may include improving basic skills (e.g., reading, math, or writing), English Language Learning (ELL), and occupational skills training (e.g., welding, typing). In addition, secondary and post-secondary training, delivered either in the classroom or online, is available for participants interested in completing, continuing, or starting a training program within a high-opportunity career pathway that will lead to self-sufficiency.

Each participant taking part in training activities will work closely with their ES to review the results of their career assessments, the availability of training, and the appropriateness of that training. Start times will depend on course availability for those seeking post-secondary educational training (e.g., Associates Degree in Nursing). Short-term occupational training courses (e.g., nursing assistant, commercial truck driving) are available more frequently.

For all education and training activities, CMJTS ES obtain a course statement or class schedule from the educational institution or training provider, ongoing activity logs, and attendance records to document participation hours. CMJTS staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions each quarter or semester.

Participants in GED, ABE, and ELL/ESL will record dates and hours of attendance on an activity log, signed by a school official, electronic attendance record, or verified by the ES, and submit it to the ES, at least monthly.

For an education and training program to be an approved activity in a participant's employment plan, the participant must maintain satisfactory progress to continue as described by their education institution. For study time to be allowed, the ES must obtain from the school, training provider, or course instructor a statement that specifies the amount of study time required or advised to make satisfactory progress or complete the education and training program.

III. Family Stabilization Services

Family Stabilization Services are available to help families become more stable. In addition, the opportunity for a modified employment plan, with decreased work or job search hours requirements, may be available, and FSS could help a client stay out of sanction. A participant may be eligible for FSS if they meet any of the following criteria:

- Applying for SSI/SSDI benefits because of disability
- Ill, injured, or disabled (including physical and mental illness) when illness, injury, or disability will last more than 30 days, and keeps client from working 20 or more hours per week
- Caring for a seriously ill or disabled household member whose condition will last more than 30 days and client must be home to care for that person
- Child or adult in the client household is eligible for special medical services. For example, the household includes a child who is severely emotionally disturbed or an adult with serious and persistent mental illness.
- Victim of family violence
- In the United States for fewer than 12 full months after the month of entry
- Age 60 or older
- Difficulty reading, writing, or understanding English
- Chemical dependency
- Criminal/offender history
- Vocational expert determines the client cannot work 20 or more hours per week
- Learning disability, or an IQ below 80 and a vocational expert determines that the disability limits the type of work that can be done or determines the client cannot work 20 or more hours per week
- Receiving MFIP for more than 60 months because of an extension

The ES will help the participant obtain required documentation when they disclose or demonstrate the possibility of FSS criteria eligibility. When a participant indicates that they may meet any of the above FSS criteria, the CMJTS ES will work with the county financial worker to get verification from a qualified professional to confirm eligibility. The ES will review cases through means of observation, and formal or informal assessment, to determine if there are significant barriers that could qualify a participant for FSS services. The ES will communicate with participants who appear eligible for FSS and inform them of the potential benefit of providing documentation of their situation, e.g., disability, family violence, etc.

For participants who meet the criteria, an FSS employment plan is developed. An FSS plan will include activities needed to help the family. For example, it could consist of ESL or GED classes, medical appointments, looking for housing, etc.

In addition, participants may receive assistance with transportation and childcare expenses to allow them to participate in FSS activities.

CMJTS ES understands that sanctions intend to motivate clients who are having difficulty participating in work activities, and we also want to keep participants positively engaged. Therefore, the CMJTS ES will take a proactive approach with clients to help them address and overcome barriers to program compliance and avoid sanctions. The ES reviews sanctioned cases and those not meeting participation rates monthly to determine if the case could be FSS. Determining a participant FSS allows the ES the flexibility to provide more individualized services and to reduce the risk of Chisago County receiving a federal penalty for failing to meet work participation requirements. FSS cases are state-funded and do not count toward the federal work participation rate.

Suppose the ES or the participant thinks the individual might be eligible for FSS. In that case, they meet and determine what services are needed to help the family become more stable. An FSS plan is developed, and support services help with transportation and childcare expenses to allow the individual to participate in activities. Referrals to community resources further support the goals of the family and move them toward economic stability. The ES may refer to mental health services, vocational rehabilitation services, social security administration, family violence advocacy, and other professionals.

The ES develops employment plans with a broader range of activities and fewer hours to ensure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. CMJTS trains all staff to work with and provide practical and appropriate accommodations to people with disabilities. Additionally, CMJTS has certified benefits analysis counselors on staff and all staff goes through disability resource training to ensure universal access and quality services to all clients with disabilities. For example, to ensure the client can benefit from monthly face-to-face meetings with their ES, accommodations may be made to conduct these visits offsite for those FSS clients who are unable to travel to a CMJTS office location.

The ES will obtain releases of information with all known entities working with the participant. In addition, the ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers and coordinates services when appropriate.

Sanction requirements for FSS are followed. Before sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant can comply with the plan as documented by qualified professionals.

and has attempted a face-to-face visit, either in the office or at a location convenient for the participant.

CMJTS uses several strategies to ensure MAXIS is coded correctly for each participant. Correct FSS coding provides the participant is state funded with the flexibility that the federal work participation rate does not offer. The ES and county worker each verify that the participant meets the criteria for FSS on an annual basis or more often, as required by the supporting documentation in the file. CMJTS and financial services staff meet monthly to review preliminary data and discuss the status of shared participants. If the status codes need updating, the financial worker makes the change(s) during the meeting.

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance

Communication between CMJTS and county staff is frequent. ES meets regularly with eligibility workers to resolve any discrepancies. The more important task of these one-on-one meetings is to collaborate and share information on the progress and struggles our families are experiencing. For example, suppose either the ES or financial worker receives documentation or information indicating a client cannot fully participate in required work activities. In that case, the ES or county financial worker will notify the other party immediately. Likewise, this information is reciprocated when the ES or financial worker receives documentation of activity participation hours, e.g., copies of pay stubs. Eligibility Workers and CMJTS staff have robust and long-term working relationships and communicate on a very regular basis.

The overriding goal of CMJTS is continuous improvement, seen as a joint responsibility of both counties and ESP. Together CMJTS staff and county financial workers can use the improvement tools provided by DHS to ensure performance measures are met. The tools include DHS data sets, preliminary data reports, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are essential to improving participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. In addition, these meetings help the team verify MAXIS coding and Workforce One activity hours for each participant on the preliminary report. Other factors and information may be used by staff to determine and reach participation hours.

Exhibit B1

Central Minnesota Jobs & Training Services

Budgeted Expenses - January 1, 2022 to December 31, 2022

MFIP - Chisago

	Proposed Budget	% of Budget
Administration	\$ 13,456	7.5%
Client Support Services	\$ 12,500	7.0%
Direct Program	\$ 153,708	85.6%
TOTAL	\$ 179,664	100.0%

DWP - Chisago

	Proposed Budget	% of Budget
Administration	\$ 3,336	7.6%
Client Support Services	\$ 3,100	7.1%
Direct Program	\$ 37,200	85.2%
TOTAL	\$ 43,638	100.0%
GRAND TOTAL	223,302.00	

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 6, 2021**

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 9/29/2021 \$689,785.48

Special Bill

- Bert's Auto Body - \$6,491.95 Sheriff Vehicle 119
 - Bill needed to be paid early

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

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, September 15, 2021

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, September 15, 2021 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Robinson. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath and Assistant County Attorney Jeff Fuge. Commissioner Chris DuBose participated virtually.

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

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

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

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett from 6:31 p.m. to 6:40 p.m. *No action was taken.*

On motion by DuBose, seconded by Dunne, the Board moved items 1-3 to the consent agenda. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 6:40 p.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer's Report
- 2.) R&B Committee Recommendation–Prelim. Design Services Contract for CSAH 17
- 3.) R&B Committee Recommendation – TH 8 Reconstruction JPA with MnDOT Final Design
- 4.) Minutes from the September 1, 2021 Regular Meeting
- 5.) Amended Minutes from the August 18, 2021 Regular Meeting
- 6.) Payment of County's Warrants and Miscellaneous Bills

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

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

8 On motion by _____, seconded by _____, the Board moved to direct the Planning Commission To _____ Concerning the Attached Draft Zoning Ordinance No. 08-03 Amendment To Section 5.06 Section C, Conditional Uses and Section 7.32 Shooting Ranges; and Section 7.33 Hunting Clubs and Shooting Preserves and Section 3 Definitions As Presented and/or Amended As Follows: _____. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

9 On motion by DuBose, seconded by Dunne, the Board moved to approve the 2021 Budget Adjustment of \$50,000 in support of proceeding with said services. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

10 On motion by Robinson, seconded by Montzka, the Board moved to approve the Haseltine Addition Preliminary Plat located in Fish Lake Township, at 2654 Blackhawk Road (PID # 03.00526.30/.40). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

11 On motion by DuBose, seconded by Dunne, the Board moved to approve the Strenke Addition Preliminary Plat located in Chisago Lakes Township, at 15460 345th and Park Trail (PID # 02.00530.00). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

12 On motion by DuBose, seconded by Dunne, the Board approved 1 -3 in order:

1. Move to Accept the Minnesota Department of Natural Resources FY 22 Natural and Scenic Area Grant in the amount of \$44,800.
2. Move to Approve and Enter into the MN DNR Grant Contract for the FY 22 Natural and Scenic Area Grant and Authorize and Direct Staff of the Environmental Services to administer and perform all obligations required of the County as specified in the grant contract.
3. Move to Authorize and Direct Staff to Carry-Out All Tasks necessary for the County to complete the purchase and acquisition of former Lutz Parcel of Land Adjacent to Checkerboard Park (Parcel 11.00234.00) From The Parks and Trails Council of Minnesota, in an amount not to exceed \$89,600 as previously authorized in Resolution No. 20/0506.

The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:18 p.m.

END TIME – 7:18 p.m.

0 letters, 0 emails, # of **SPEAKERS** = 0

13 On motion by Montzka, seconded by Dunne, the Board moved to accept and receive the June 2021 Swedish Immigrant Regional Trail Segment C Feasibility Study Report. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

14 On motion by DuBose, seconded by Montzka, the Board moved to approve and authorize an expenditure not to exceed \$8,385.00 from the approved FY 2021 CLLID Aquatic Invasive Species budget, which is funded through a re-allocation of unused Lake Association Partnership funds for the Service Contract by and between Chisago County and WSB in support of Chisago Lakes Lake Improvement District Common Carp management. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

15 On motion by Montzka, seconded by Robinson, the Board moved to approve a staffing request for the Chisago County Attorney's Office for a PT paid law clerk and FT media services technician using ARPA funding as either (A) employee; or (B) contracted under a Professional Services Agreement. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

16 On motion by DuBose, seconded by Montzka, the Board moved to approve the Professional Service Agreement between Chisago County and Quality Radiological Consultants, Inc. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

17 On motion by Dunne, seconded by DuBose, the Board moved to approve the SHIP Grant Agreement – Lakeside Elementary. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

18 On motion by Montzka, seconded by Robinson, the Board moved to approve the Transportation Agreement between Chisago County and ISD 4116. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

19 On motion by DuBose, seconded by Robinson, the Board moved to approve the HRA-EDA Levy and Budget FY 2022. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

20 On motion by Robinson, seconded by Dunne, the Board moved to approve the attached Proclamation, which proclaims October 2021 as Manufacturers Month in Chisago County. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

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

On motion by Robinson, seconded by Montzka, the Board moved to hold a closed meeting to receive information permitted under attorney-client privilege pursuant to Minnesota Statute 13D.05 and Minnesota Statute 13D.03 to be held at 7:40 p.m., September 15th, 2021, held at the Chisago County Government Center, located at 313 North Main Street, Center City, MN 55012, to discuss legal strategy related to litigation: Jacobson v Duncan and Chisago County and to discuss labor negotiation strategy. The motion carried as follows: IN FAVOR THEREOF: DuBose, Greene, Dunne, Montzka, Robinson. OPPOSED: None.

The Board reconvened at 9:30 p.m.

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

On motion by Robinson, seconded by Montzka, the Board adjourned the meeting at 9:30 p.m. The motion carried as follows: IN FAVOR THEREOF: DuBose, Greene, Dunne, Montzka, Robinson OPPOSED: None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: October 6, 2021	Item Number: 10
Title of Item for Consideration: Repurchase of Tax Forfeited Parcels pursuant to 282.241 – Commercial Property	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: A Certificate of Forfeiture has been filed on tax parcels 11.00410.26 on June 2, 2021. The tax parcels are commercial properties. The property is now owned by the State of Minnesota in trust for the respective taxing districts. Minnesota Statutes Section 282.241 provides that the previous owner, the previous owner's heirs or a party who has the right to pay the taxes has the opportunity to apply to repurchase tax forfeited property prior to it being sold. As the previous owners of the property, North Branch Market Place is eligible to apply for repurchase. The requirement is that they pay the amount of outstanding tax, penalty, interest and costs as if it would not have forfeited. Pursuant to Minnesota Statutes Section 282.241 the County Board's approval of a repurchase application is to be given only if at least one of the following conditions is true: • The Board determine that undue hardship or injustice resulting from the tax forfeiture will be corrected by the repurchase. • The Board determines the repurchase will serve the public interest. Minnesota Statutes Section 282.261, allows the repurchase to be paid in 10 annual installments <u>unless</u>, pursuant to Minnesota Statutes Section 282.241, subdivision 1, the Board makes a finding that it has good cause to believe that a repurchase installment plan for the parcel is unnecessary and not in the public interest. Upon making such a finding, the Board will then require as a condition of repurchase that the entire repurchase price be paid at the time of repurchase. Attachment(s): • Application of North Branch Market Place, LLC, property owner, at the time of forfeiture for repurchase of parcel 11.00410.26 and draft resolution approving repurchase • Resolution Action Requested/Recommended: The County Auditor-Treasurer requests and the County Administrator recommends that the County Board adopt the proposed Resolution No. _____, which approves the application for repurchase of above-noted parcel by North Branch Market Place, LLC and requires full payment of the repurchase price at the time of approval, rather than by installments.	

Motion to Adopt Resolution No. _____ : Resolution to Approve Repurchase
of Commercial Property - Parcel No. 11.00410.26 Lot 3, Block 1, North Branch Market Place
2nd Addition – Conditioned On Payment of Entire Repurchase Price

Implications of Action: Currently the parcel is off of the tax rolls. If the application is approved the collection of the outstanding tax will be sooner than if it went to sale and the property will be back on the tax rolls

Budget/Financial Implications: None

Legal/Policy Implications: The proposed application satisfied the requirements of Minnesota Statutes Section 282.241 for repurchase and the offered resolution contains the required findings and authorizations for a repurchase on the condition of payment of the entire repurchase price.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____





COUNTY OF CHISAGO

BRIDGITTE KONRAD
COUNTY AUDITOR-TREASURER

Chisago County Government Center
313 North Main Street, Room 271
Center City, MN 55012-9663
PHONE: 651-213-8500 \$ FAX: 651-213-8510

Application To Repurchase

Prior to being sold or conveyed certain tax forfeit properties may be considered for repurchased by the County Board of Commissioners. In accordance with Minnesota Statutes 282.241, the following individuals are eligible to apply for repurchase of tax forfeited properties:

1. The property owner at the time of forfeiture.
2. The property owner's heirs, devisees, or representatives of a former owner who is deceased.
3. Any party to whom the right to pay the property taxes on the parcel has been given by statute, mortgage, or other legal agreement.

The property owner or taxpayer does not have the right to repurchase, but has the privilege of submitting an application for consideration by the County Board for repurchase. The County Board by resolution has the responsibility to approve or disapprove of the request. Approval is to be given only if at least one of the following conditions is determined to be true:

1. That the undue hardship or injustice resulting from the forfeiture will be corrected, or
2. That it will promote the use of the lands that will best serve the public interest.

The cost of repurchase for the parcel in question is outlined below.

To be considered for repurchase the attached application and repurchase price and fees must be completed and returned to the Auditor-Treasurer's Office. The application will then be forwarded to the County Board for consideration.

***Submit your application by September 24, 2021 for
consideration at the October 6, 2021 County Board Meeting***

Purchase Price	\$213,902.31
State Deed Tax	\$ 705.88
State Deed Fees	\$ 25.00
Recording Fees	\$ 46.00
TOTAL	\$214,679.19

To the Honorable Board of County Commissioners of Chisago County, Minnesota.

I, Jay Scott, the undersigned, as the Manager of the owner that had the right to pay property taxes by statute, mortgage or other legal agreement, at the time of forfeiture, of the parcel of land situated in the County of Chisago, State of Minnesota, described as:

Chisago County Parcel ID Number(s): 11.00410.26

Legal Description: Lot 3, Block 1, North Branch Marketplace 2nd Addition.

do hereby make application for the purchase of said parcel of land from the State of Minnesota, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

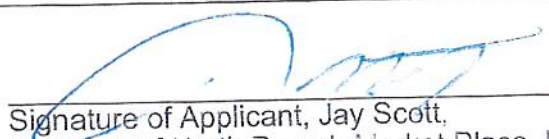
In support of this application for the repurchase of said land I make the following statement:

(a) That hardship and injustice has resulted because of the forfeiture of said land, for the following reasons, to-wit:

See attachment A

(b) That the repurchase of said land by me will promote and best serve the public interest, because:

See attachment B


Signature of Applicant, Jay Scott,
Manager of North Branch Market Place, LLC

9-20-2021
Date

Attach additional sheets if more space is needed for legal description or descriptions.

ATTACHMENT A

Application of North Branch Market Place LLC to Repurchase tax forfeited property

The subject parcel is an outlot in a platted development. There was no market for this vacant, unimproved parcel for a long time and the property ultimately went tax forfeit. Unfortunately, the property owner did not have the necessary funds to continue to hold the property and pay the taxes and insurance until the time a "real" buyer was willing to purchase it at even a minimally acceptable price.

It is only recently that an interested buyer, a Kentucky Fried Chicken, has shown an interest in purchasing the property. The owner invested in the community by developing the adjacent parcels. To be able to finally utilize this parcel is a just result when the land was a liability for so long.

ATTACHMENT B

Application of North Branch Market Place LLC to Repurchase tax forfeited property

Given the difficult market conditions for the subject parcel for many years, locating a fast-food restaurant—a KFC—is the highest and best use of the property. In addition to providing a food establishment option for the community, allowing the owner to repurchase the property increases the fair market value of the parcel. This increase in fair market value adds to the county tax base and becomes a positive asset for the community rather than a continued liability for the county. In addition, allowing the repurchase of the parcel puts the onus on the owner to sell and develop the parcel in a quicker, more efficient way than having the county spend time and resources marketing the parcel for sale sometime in the future.

**Chisago County
Board of Commissioners**

REPURCHASE OF COMMERCIAL PROPERTY

RESOLUTION NO. 21/1006-X

**RESOLUTION TO APPROVE REPURCHASE OF COMMERCIAL PROPERTY -
PARCEL NO. 11.00410.26 LOT 3, BLOCK 1, NORTH BRANCH MARKET PLACE 2ND
ADDITION -
CONDITIONED ON PAYMENT OF ENTIRE REPURCHASE PRICE**

WHEREAS, North Branch Market Place, LLC, the owner of certain commercial property at the time of forfeiture, has made and filed an application with the County Auditor-Treasurer for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes, Section 282.241, as amended, which land is situated in the County of Chisago, Minnesota, and described as follows, to-wit:

Parcel # 11.004110.26

Lot 3, Block 1, North Branch Marketplace 2nd Addition

WHEREAS, the subject property is a commercial property located in the North Branch Market Place and a portion of said property been used as a parking lot by persons shopping at the North Branch Market Place; and

WHEREAS, said applicant has set forth in its application that the property went to tax forfeiture because the property owner didn't have necessary funds to continue to pay the taxes and that now recently an interested buyer has shown interest in purchasing the property and putting it to use.

NOW THEREFORE BE IT RESOLVED that the Chisago County Board of Commissioners determines that permitting the repurchase of the subject lands will promote the use of such lands in a manner that will best serve the public interest.

BE IT FURTHER RESOLVED that, pursuant to Minnesota Statutes Section 282.241, Subd. 1, because the subject lands are commercial, the Chisago County Board of Commissioners has good cause to believe that a repurchase installment plan for the subject lands is unnecessary and not in the public interest.

BE IT FURTHER RESOLVED that the Chisago County Board of Commissioners approves of the repurchase of Parcel #11.004110.26 by North Branch Market Place, LLC, on the conditions that the entire repurchase price be paid at the time of repurchase and that North Branch Market Place, LLC pay all maintenance costs incurred by the County Auditor -Treasurer during the time the property was tax-forfeited.

BE IT FURTHER RESOLVED that the Chisago County Board of Commissioners authorizes and directs the County Auditor-Treasurer to perform all tasks necessary to permit such repurchase according to the provisions of Minnesota Statutes, Section 282.241, as amended, upon payment of the entire repurchase price and maintenance costs as required herein.

Chisago County Request for Board Action

Meeting Date: October 6, 2021	Item Number: #11
Title of Item for Consideration: Reconsideration of Ordinance Amendment – Commercial Shooting Ranges	
Action Requested by: Kurt Schneider, Director Board Chair Commissioner Chris DuBose	Department: Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
Previous Action on this Matter: On September 16, 2020 the County Board discussed and directed the Planning Commission review the zoning ordinance as it pertains to the allowance and performance standards for “Shooting Ranges”. On November 5th, Staff presented a draft ordinance modeled after Stearns County example for Planning Commission consideration. Ordinance discussion continued into Spring but was tabled and prioritized to reconvene in June. At the September 15, 2021 Chisago County Board of Commissioners meeting, the Board moved to direct the Planning Commission to ‘prohibit’ commercial shooting ranges after the Planning Commission forwarded a drafted ordinance amendment to the County Board. Background: The Planning Commission re-initiated discussion and review of draft commercial shooting range ordinance language in June and has carried on monthly review thereafter. At their regular meeting of September 2, 2021, the Commission took action to forward a drafted ordinance amendment to the County Board. The attached Draft ordinance amendment document has been generated thru discussion of the Commission. The Commission now requests formal direction from the County Board on proceeding. At the September 15, 2021 Chisago County Board of Commissioners meeting, the Board moved to direct the Planning Commission to ‘prohibit’ commercial shooting ranges after the Planning Commission forwarded a drafted ordinance amendment to the County Board. It is the opinion of the Chisago County Attorney’s Office that the County is without authority to prohibit new shooting ranges through ‘blanket rule.’ The County can control the physical development and use of land, and the County can regulate new ranges on a case-by-case basis through land use standards, such as site and design standards and performance standards for noise, dust, screening, and other controls that limit the use as a public nuisance. At the request/recommendation of the Board Chair (and Liaison to Planning Commission), this matter is placed on the Agenda and back before the Board of Commissioners to provide additional direction to the Planning Commission. The basis for the matter coming before the Board of Commissioners is the inclusion of the legal opinion accompanying the draft Ordinance.	
<u>ACTIONS OFFERED</u>	
I. Action for Reconsideration: As a preliminary issue the question is whether the Board wishes to entertain a Motion for Reconsideration. Under Roberts Rules of Order one of the three Commissioners voting in the majority on September 15 are able to bring this Motion for Reconsideration.	
II. If the matter is put before the Board by a commissioner on the prevailing side	

and that Motion passes, then the Board may consider and take one of the following courses of action:

1. Direct the Planning Commission to continue with implementation of the attached draft amendment and cause a November 4th Public Hearing to occur expecting formal recommendation from the Commission to be forthcoming;
2. Direct the Planning Commission to devise a draft with specified changes to the attached draft amendment and referral back to the Commission for further review and/or November 4th Public Hearing;
3. Direct other and/or no changes to the Zoning Ordinance concerning commercial shooting range provisions or lay the matter over for future discussion;
4. Other.

Attachment(s):

- Draft Zoning Ordinance Amendment Section 5.06 Agricultural District; Section 7.0 Performance Standards; and Section 3 Definitions of Zoning Ordinance No. 08-03
- Proposed Zoning Ordinance Provisions for Shooting Ranges/Shooting Preserves – Memo, July 27, 2021.

Action Requested/Recommended: If action is reconsidered, it is an option for the Chisago County Board review the attached Draft ordinance amendment document and the Memorandum and direct the Planning Commission on proceeding. The suggested motion(s) to direct the Commission is presented as follows:

“Move To Direct the Planning Commission To _____ Concerning the Attached Draft Zoning Ordinance No. 08-03 Amendment To Section 5.06 Section C. Conditional Uses and Section 7.32 Shooting Ranges; and Section 7.33 Hunting Clubs and Shooting Preserves and Section 3 Definitions As Presented and/or Amended As Follows: _____”

Implications of Action: If so directed, direction to the Commission to proceed will necessitate formal public hearing to include notice to the public and direct notice to all cities and townships within the county.

Budget/Financial Implications: With the exception of publication costs, there are no direct financial implications at this time.

Legal/Policy Implications: The working Draft ordinance has not yet been reviewed and approved as to form by the County Attorney’s Office but does follow recent and generally accepted form/format at this time. Adoption of said ordinance requires public hearing and further actions but would change local law and policy as pertains to commercial shooting ranges and related proposals.

Administrator’s Recommendation

Approve _____

Deny _____

Other _____

Motion By: _____

Seconded by: _____

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

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CHISAGO COUNTY
STATE OF MINNESOTA ORDINANCE NO. XXX

AN ORDINANCE AMENDING SECTION 5.06 AGRICULTURAL DISTRICT AND SECTION 7, PERFORMANCE STANDARDS OF THE CHISAGO COUNTY CODE, KNOWN AS THE ZONING ORDINANCE, BY PROVIDING FOR AN AMENDMENT TO INCLUDE SECTION 5.06 SECTION C. CONDITIONAL USES AND SECTION 7.32 SHOOTING RANGES, 7.33 HUNTING CLUBS AND SHOOTING PRESERVES AND AMENDING SECTION 3 DEFINITIONS AS FOLLOWS.

Now therefore be it resolved that the Chisago County Board of Commissioners hereby ordains that Section 5.06 Section C. Conditional Uses; Section 7.32 Shooting Ranges; Section 7.33 Hunting Clubs and Shooting Preserves; and Section 3 Definitions of Zoning Ordinance No. 08-03 is hereby amended as follows:

Section 3 Definitions

The definition of Shooting Range or Range is created as follows:

Shooting Range or Range means an area or facility designated or operated primarily for the use of firearms, as defined in MN State Statute Section 97A.015, Subd. 19, or archery, and includes shooting preserves as described in MN State Statute Section 97A.115 or any other Minnesota Law. A one-time event or otherwise authorized

training or traveling demonstration or shooting show shall not constitute a Shooting Range or Range as determined by the County.

Section 5.06 Agricultural District

Section C. Conditional Uses is amended to include:

Indoor/Outdoor Commercial Shooting Range
Hunting Clubs and Shooting Preserves

Section 7.32 Indoor/Outdoor Commercial Shooting Range

A. Commercial Shooting Ranges shall be subject to the Conditional Use Permit provisions of Section 8.04 of this ordinance.

B. The minimum size lot for each type of shooting range is listed below, including direct fire zone and/or shotfall zone, safety zone and ricochet zone, subject to the installation of additional baffles.

(1) High power Rifle:

(a) Minimum range length: 2000 yards

(b) Minimum range width: 1000 yards

(c) Minimum acreage: 400 acres

(2) Shotgun:

(a) Minimum range length: 300 yards

(b) Minimum range width: 400 yards

(c) Minimum acreage: 40 acres

(3) Other range types are subject to the National Rifle Association Range Sourcebook, 2012; or successor sourcebook.

C. The range sizes listed in 7.32.B of this Ordinance may be lessened through the use of baffles and berms along the sides, the end and throughout the firing range and/or shotfall zone or if constructed as a fully indoor shooting range. Baffles and berms shall meet or exceed the standards listed in MN State Statute 87A.02, as amended, and the National Rifle Association Range Source Book 2012; or successor sourcebook, to qualify for a reduction in range size.

D. No part of any shooting range perimeter property line may be located within one thousand (1000) feet of any residential dwelling, commercial, institutional (school, daycare, church) or industrial building or other structure used for human occupancy in existence at the time of range development, construction or expansion.

E. Off-Street Parking shall meet the requirements of Section 4.12 of this Ordinance. Traffic ingress/egress and volume calculations suitable for identified roadways to/from the facility shall be provided.

- 89
90 F. Signs shall meet the requirements of Section 4.14 of this Ordinance.
91
92 G. All shooting ranges shall comply with the minimum standards for range design,
93 location, management, operation, noise abatement and safety listed in the
94 National Rifle Association Range Sourcebook, 2012; or successor sourcebook and
95 MN Statute. Independent consultant certification of compliance with these
96 standards from qualified site design professionals having expertise or expert
97 reports and certifications in each minimum standard for range design, location,
98 management, operation, noise abatement and safety shall be provided by the
99 applicant at the time of CUP application. A noise abatement report shall be
100 provided at time of application documenting all noise abatement measures
101 including their cause and effect, and providing evidence that ambient density,
102 noise volume, and firearm discharge frequency (volume and rounds per hour) will
103 remain compliant with all MN State noise limits and avoid nuisance noise
104 conditions for the life of the facility. Dates, times, and frequency of operation and
105 related noise shall be identified and defined in all shooting range proposals. In
106 effort to mitigate nuisance noise, shooting frequency, type, or noise generated
107 may be strictly limited, mechanically or structurally muffled thru firearm and/or
108 range design by condition of any granted permit. Unsatisfactory noise mitigation
109 measures as determined by the County shall be clear grounds and findings for
110 permit denial.
111
112 H. Minnesota State Statutes Chapter 87A Shooting Ranges is acknowledged by
113 reference and shall be adhered to as the minimum standards set forth in the
114 development and operation.
115
116 I. Nothing in this section shall preclude a private property owner or occupant from
117 exercising their right to discharge firearms in a non-commercial manner on their
118 property in a safe and lawful manner.
119
120

121 **7.33 Hunting Clubs and Shooting Preserves**

- 122 A. Hunting Clubs and shooting preserves shall be subject to the Conditional Use
123 Permit provisions of Section 8.04 of this ordinance.
124
125 B. Hunting clubs and shooting preserves shall be subject to standards set forth in
126 Minnesota Statutes, Section 97A.115; or successor statutes, and Minnesota Rules,
127 chapter 6242; or successor rules.
128
129 C. A detailed site plan showing the following features shall be submitted with any
130 CUP application for a hunting club or shooting preserve:
131 1. Property lines
132 2. Wetland boundaries for wetlands within the property
133 3. Adjacent residences and structures within one thousand (1000) feet of the
134 property line

- 135 4. A topographic map of the property at a scale to be determined by the
136 Department
137 5. Proposed parking areas, locations of proposed signs and the location of
138 existing and proposed structures.
139 6. Layout of proposed hunting areas including identified shot fall, ricochet, and
140 safety zones.
141 7. Traffic ingress/egress and volume calculations suitable for identified roadways
142 to/from the facility.
143
144 D. Firearms shall not be discharged within one thousand (1000) of a residential
145 dwelling, campground, or institutional (schools, churches, daycare) facility.
146
147 E. There shall be no discharge of lead shot into any wetland.
148
149 F. Signage shall be subject to Section 4.14 of this ordinance and parking shall be
150 subject to Section 4.12 of this ordinance.
151
152 G. The Board may establish such other conditions it deems necessary to protect the
153 public health, safety, and welfare including, but not limited to, hours, days, and
154 frequency of operation, sanitation requirements, screening, landscaping, fencing,
155 setbacks, and density of uses within the site.



Office of the Chisago County Attorney
Janet Reiter, County Attorney

313 North Main Street, Suite 373
Center City, MN 55012
Phone (651) 213-8400
Facsimile (651) 213-8401

July 27, 2021

MEMO

To: Kurt Schneider, Environmental Services/Zoning Director
From: Jeffrey B. Fuge, Assistant County Attorney

Re: Proposed Zoning Ordinance Provisions for Shooting Ranges/Shooting Preserves

Kurt:

You had asked the County Attorney's Office to provide a legal opinion relating to the draft amendments to the County's Zoning Ordinance that would, if adopted, regulate land used for shooting ranges and shooting preserves. You have advised that the request for legal opinion was made in advance of the August 5, 2021 meeting of the Planning Commission when the draft amendments will be considered. This memo is provided for that purpose.

You had specifically asked whether the County's Zoning Ordinance contain provisions that prohibit altogether new outdoor shooting ranges and shooting preserves.

The County Attorney's Office recognizes that the current language of the County's Zoning Ordinance presently regulates the establishment of new shooting ranges and new shooting preserves as a commercial recreational use for which a conditional use permit is necessary and processed pursuant to Section 8.04 of the County's Zoning Ordinance. A review of the draft language indicates that there is no intent to repeal present provisions pertaining to the issuance of conditional use permits for commercial recreational uses. Rather, the draft amendments to the County's Zoning Ordinance are contemplated to provide more definite and certain criteria specific to the issuance of conditional use permits for new shooting ranges and new shooting preserves.

The legal opinion provided in this memo is limited in context of whether land use ordinances may prohibit the establishment of new outdoor shooting ranges or new shooting reserves. The legal opinion neither extends nor should it be applied to shooting ranges/shooting preserves that are already established and operating. Nonetheless, the County Attorney's Office does clarify that Minnesota Statutes, Chapter 87A, does not apply to the specific instance of establishing a new shooting range. Chapter 87A applies to only shooting ranges once established.

It is the opinion of the County Attorney's Office that the County is without zoning authority to prohibit new shooting ranges, whether indoor or outdoor, or new shooting preserves by or through blanket rule. It is the opinion of the County Attorney's Office that the County's zoning power is limited to establishing official controls, as that term is defined by Minnesota Statutes, section 394.22. It is the opinion of the County Attorney's Office that the term "official controls" is limited to those regulations which control the physical development and use of land and that the term "official control" could not lawfully extend to a blanket prohibition of shooting ranges and/or shooting preserves, as could public safety ordinances. As does present language of the County's Zoning Ordinance, it would be lawful for the County's land use ordinances to specifically regulate new outdoor shooting ranges/shooting preserves on case by case basis through land use standards, such as site and design standards and performance standards for noise, dust, screening and other regulations that control and/or limit the use of land as a public nuisance.

You may include a copy of this legal opinion memo in the packet for the August 5, 2021 Planning Commission meeting.

Chisago County Request for Board Action

Meeting Date: October 6, 2021	Item Number: 12
Title of Item for Consideration: ARMER Subscriber/User Advisory Committee Formation	
Action Requested by: County Board	Department: Board of Commissioners
Previous Action on this Matter: In 2012-13, the County Board entered into a series of agreements with multiple police and fire departments for operation of the County's Allied Radio Matrix for Emergency Response (ARMER) system: a 800 MHz trunked public safety radio system required by the U.S. Federal Government and the State of Minnesota. This is generally known and understood as the ARMER Radio System (towers sites, related system hardware and individual portable and mobile radio units). Key definitions in understanding the ARMER program include: SUBSCRIBERS include police and fire departments utilizing uniform radios purchased, provided by, maintained by and warrantied through Chisago County; USERS include police and fire departments who secure their own radios, radio warranties, and radio maintenance and/or who accept the County's "as is" sale of older ARMER Radios. • On January 17th, 2018, the Chisago County Board of Commissioners unanimously acted to address longstanding operating and capital replacement financial deficiencies with ARMER program, to include establishing: ○ A 2019 ARMER Radio Subscriber Fee of \$1,290 per radio (\$630 per County-provided radio for direct costs and \$660 per radio for indirect costs) and a USER Fee of \$1,235 (\$575 per USER-provided radio for direct costs and \$660 per radio for indirect costs); ○ A new ARMER Subscriber Radio Replacement Fee of \$890 per County-provided radio for 2019-23; and ○ A funded capital equipment replacement program for future Radio refresh cycles. • On February 21st, 2018, and after receiving feedback from the Subscribers-Users Group, the Chisago County Board of Commissioners unanimously acted to further modify the ARMER Program, to include the following: ○ Reducing the 2019 Subscriber Fee from \$1290 per Radio to \$630 per Radio (with the County continuing to subsidize over 50% of the annual operating costs for the ARMER system, estimated at \$305,863 in 2019); ○ Purchase, warranty and maintenance of new County-provided Radios for requesting SUBSCRIBERS via the annual Subscriber Fee, beginning in 2019; ○ Beginning in 2019, allowing system USERS to purchase from the County existing Radios "as is", or acquire on their own acceptable and compatible Radios, and utilize them on the system; and ○ Establish an ARMER Technical Committee comprised of representatives from Police, Fire and County MICS departments to discuss operational issues and keep abreast of	

current and future system requirements and challenges.

- On August 8th, 2018, Annual Invoices were sent to System Subscribers and Users and included the following information:

"As relayed to you in February, the Chisago County Board of Commissioners has agreed to no fee increase over the 2017 ARMER Radio Subscriber fee of \$605 per unit.

Please note: If your organization has elected not to utilize new Motorola radios provided through Chisago County, then, beginning in January 2019, the County will be unable to provide maintenance warranty services for remaining existing radios or new radios purchased by you. Your organization will be fully responsible for acquiring its own radios and or maintaining any existing radios made available to you, at your own expense and risk.

With respect to existing radios: It is the intent of the County to, at the end of 2018, formally transfer these assets to those partners who have requested such. . . .

Also of note: Use of new radios or continued use of existing radios will be subject to certain ARMER system specifications and technical parameters required for operation. Such are being prepared and will be disseminated to all organizations later this year. Updated amended Subscriber and User Agreements will similarly be prepared and transmitted to partnering organizations, reflecting the changes to the ARMER program beginning in January 2019."

- On December 6th, 2018, drafts of the proposed ARMER Radio Agreement for Sale of Goods and new Subscriber and User Agreements were sent to partnering organizations, based upon their previously identified intentions, soliciting any comments or proposed changes and requesting timely action in executing said agreements.
- On December 19th, 2018, the County Board of Commissioners unanimously approved the proposed ARMER Radio Communication System Subscriber and User Agreements and the proposed Agreement for Sale of 800 MHz Motorola Radios and authorized the County Board Chair, Clerk of the Board and County Attorney to execute these with individual participating organizations.
- On February 6th, 2019, the County Board of Commissioners reviewed proposed changes to the USER Agreement pro-offered by the City of North Branch and unanimously rejected ceding program authority to an informal, unelected committee of system Subscribers and Users. The County Board directed County staff to proceed with efforts to complete the current transition of older County-owned Radios to interested USERS by the end-of-March and to offer an interim USER Agreement, should some entities wish to further explore a possible Joint Powers Authority arrangement for sharing of System authority, responsibility, risk and costs.
- On February 20th, 2019, the County Board of Commissioners approved a proposed *Interim* ARMER Radio USER Agreement [as amended] and directed the County Administrator to proceed as recommended with conveyance of said *Interim* Agreement and Notices of Default under the former ARMER Agreements.
- On March 27th, 2019, the County Board of Commissioners attended the monthly meeting of the Chisago County Association of Township Officials (CCATO) and discussed the history and status of the ARMER program and the necessity for appropriate agreements to be in place as soon as possible for Subscribers/Users to continue operating radios on the System.

- On April 3rd and April 17th, 2019, the County Board of Commissioners received an update on the efforts of the County Team (Chair Greene, Commissioner McMahon, Attorney Reiter, Administrator Messelt, and MICS Director Eckel) to address comments received from some local public safety partners regarding the proposed *Interim* ARMER System USER Agreement.
- On May 1st, 2019, the County Board of Commissioners unanimously approved revisions to the *Interim* ARMER System USER Agreement, as requested by some current local governments participating in the ARMER program.
- On June 5th, 2019 the County Board of Commissioners unanimously approved sending formal notice to the City of North Branch removing from the ARMER System the 33 older County-owned radios the City is currently using without Agreement and securing their return to the County, if there is not a signed Interim User Agreement returned to the County by July 15th, 2019.
- On July 3rd, 2019, the County Board of Commissioners unanimously approved by Resolution formal termination of the 2012 Subscriber Agreement with the City of North Branch, noting this action is irrespective of previous actions taken with respect to the City's Default and resultant County enforcement action taken under the same 2012 Subscriber Agreement.
- On July 25th, 2019, the County Board of Commissioners ARMER Negotiations team, Commissioners Greene and McMahon, with *Interim* County Administrator Chase Burnham, County Attorney Janet Reiter, and MICS Director Jon Eckel met with the ARMER Negotiations team, comprised of representatives from the townships and cities within Chisago County. It was decided that County Attorney Janet Reiter and the Attorney representing the Township-Cities to work together to find acceptable language, fees were discussed briefly but no numbers were agreed upon.
- On September 19th, the County Board of Commissioners ARMER Negotiations team and the Township-Cities team met. Terms within the USER Agreement with agreed upon between the parties and the attorney were directed to finalize and fee structures were discussed and tentatively agreed upon (2020 = \$575, 2021 = \$500), subject to County Board and individual City and Township approval.
- On November 18th, the County Board of Commissioners met to further discuss the ARMER Radio User/Subscriber Agreements.
- On November 20th, the County Negotiation Commissioners Greene and McMahon, with *Interim* County Administrator Chase Burnham, County Attorney Janet Reiter, and MICS Director Jon Eckel met with the ARMER Negotiations team, comprised of representatives from the townships and cities within Chisago County.
- In 2019, all the users and subscribers agreed to either a User or Subscriber (North Branch) has both. The User agreements are for 2020-2023 and the subscriber agreements are through December 31, 2024.

Background: According to the User and Subscriber Agreements a 'ARMER Subscriber/User Advisory Committee' must be created:

7.7 A Subscriber/User Advisory Committee shall exist, comprised of two Chisago County Board members and any interested representatives from USER, to make recommendations to the County related to public safety procedures and operations as they relate to the System and this Agreement. The Subscriber/User Advisory Committee shall meet prior to February 15 each year and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the USER at the address given in Section 7.6 above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

Due to COVID restrictions the Committee has not be formed, as required, in 2020 or 2021. The Committee needs to meet to discuss the public safety procedures and operations as they relate to the System and this Agreement.

Attachment(s):

- Communications Systems User Agreement 2020-2023 (general agreement)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board appoint two commissioners to the Subscriber/User Advisory Committee and schedule a meeting. The following motion is suggested:

"Moved to appoint Commissioner _____ and _____ to the Subscriber/User Advisory Committee and schedule a time and place for a meeting of the Subscriber/User Advisory Committee to meet, required under contract."

Implications of Action: County Board action at tonight's meeting will allow the County to continue to proceed with timely management of the ARMER System.

Budget/Financial Implications: Tonight's recommended actions do not have any financial implications not already included in the ARMER System program budget or in the County's 2020 Operating and CIP budgets.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Specific legal actions/decisions are subject to final approval as to form by the County Attorney.

Administrator's Recommendation

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



Chisago County
313 North Main Street
Center City, MN 55012

Regionwide Public Safety
Radio Communications System

Communications System User Agreement 2020-2023

Between Chisago County and _____ Regarding:

- Terms of Use of the Regionwide Public Safety Radio Communications System
- Responsibilities for Programming User-provided Radios
- Administrative and Operational Support for the Regionwide Public Safety Radio Communications System

THIS AGREEMENT is made and entered into by and between the County of Chisago, a body politic and corporate, under the laws of the State of Minnesota, hereinafter referred to as the "COUNTY," 313 North Main Street, Center City, Minnesota 55012, and [ORGANIZATION NAME], a body politic and corporate, under the laws of the State of Minnesota, [ORGANIZATION ADDRESS], Minnesota [ZIP CODE], acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY operates a Local Subsystem as part of the Regionwide Public Safety Radio ARMER Communications System, hereinafter referred to as "System"; and

WHEREAS, the COUNTY has provided for the capability of Cities, Agencies, Districts and Other Authorized Users within the COUNTY to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other communications Systems; and

WHEREAS, the USER has elected to participate as a System user, with USER owned radios operating on the System.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the USER agree as follows:

1. RECITALS, PURPOSE AND INTRODUCTION

1.1 Recitals

The above recitals are hereby incorporated into this Agreement as if set forth herein.

1.2 Purpose

The purpose of this Agreement is to define the rights and obligations of the COUNTY and the USER with respect to the cooperative and coordinated technical and administrative support of the COUNTY's System and use of portable, mobile, desktop and other end-user radios by the USER on the COUNTY's System.

1.3 System

The System is a multi-site general purpose wireless communications System designed to provide, among other things, access to a wide area nine county regionwide public safety radio communications System, multiple System redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, 99.999% microwave System reliability, encryption availability, System security, radio interoperability, 24 hour-a-day System monitoring and response, access to a pool of special event radios and general training for USER.

1.4 Application

This Agreement applies only to USER's use of the System.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Radio Board (SRB), Metropolitan Emergency Services Board (MESB) and COUNTY Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB and MESB related to use of the System including but not limited to radio technical specifications and configurations, system and radio user training requirements, radio operating guidelines, audit, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules.

2.3 Response to Improper Use

In the event COUNTY informs USER that statistical analysis of System usage or other information indicates that USER personnel may have violated standards, policies, procedures, rules, regulations or laws regarding proper use of or operation of the System, or may have violated the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 USER-owned Radio Fees (User Fee)

USER agrees to pay COUNTY USER-owned Radio Fees for the System of \$575 per radio for the year of 2020. USER agrees to pay COUNTY a USER-owned Radio Fees for the System of \$251 per radio for the year of 2021. The 2021 fee was calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County's radios) and adding a fixed fee of \$30 per radio. For 2022 and 2023, the USER-owned Radio Fee shall be calculated by dividing the MESB fee and the Minnesota State Infrastructure (SUA2) fee by the number of all radios on the system (including the County's radios) and adding a fixed fee of \$30 per radio.

2.5 Notification of USER-Owned Radio Units

USER shall supply a detailed listing of projected USER-owned Radios to the COUNTY for the following year by February 15th of each preceding year. This listing of projected units will be used to calculate the USER Fee. The COUNTY may limit the number of USER-Owned Radio units allowed on the system, based upon system capacity, configuration, and approval of COUNTY, MESB and State governing bodies overseeing the ARMER system.

2.6 Invoicing and Payment Terms

COUNTY will invoice USER annually for all fees specified herein. For annual billing purposes, USER counts will be determined as those radios active on the System on the 1st day of March of each year USER counts may be adjusted by mutual consent and annual charges will be prorated accordingly. Payment to the COUNTY will be made directly to the COUNTY within 45 days from receipt of invoices.

2.7 Flow Down Metropolitan Emergency Services Board Contract Provisions

USER agrees to comply with all applicable flow down provisions contained in the Agreement between the COUNTY, the MESB, and/or the SRB. Such flow down provisions, including any amendments thereto, are hereby incorporated herein as being part of this Agreement by this reference.

2.8 Use of USER Purchased and Owned Radios and Radio Software

Any Radios purchased by USER must be certified by the COUNTY. The Technical Issues Subcommittee shall provide the COUNTY with a list of radio models which the Technical Issues Subcommittee will recommend be certified by the COUNTY and the COUNTY shall update the list as necessary based upon the recommendations and the requirements established by the FCC, SRB, and MESB. At no time shall this list contain fewer than 2 radio models, unless restricted by the FCC, SRB, or MESB. A list of certified radio models is attached to this Agreement as Appendix A. Appendix A may be amended without an executed amendment to this Agreement, based upon a recommendation of members of the Technical Issues Subcommittee which is in compliance with the FCC, SRB and MESB requirements.

2.9 Network Changes / Upgrades which Obsolete USER Radios

At the direction of the SRB and/or MESB, the COUNTY may decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. The COUNTY must provide USER with 365 days' Notice of intent, unless required sooner by the State, to decertify any model of radios, batteries, other operating equipment, and/or radio operating software version. De-certified radios or radios operating with decertified equipment and/or software versions will not be allowed to access or use the System. USER agrees to fully comply with and follow such COUNTY determinations regarding decertification.

2.10 Individual Radio Deactivation

User agrees to immediately discontinue use of a non-functioning radio from the system upon notification of a condition or defect of that radio that impairs System or radio performance, and to continue non-use until such time as the condition is corrected or remedied. If the condition cannot be corrected to render the radio functional to operational specifications, the radio will be permanently removed from the system.

2.11 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File

All radios on the System shall be programmed only by the COUNTY, and the COUNTY shall retain an archived electronic copy of all radio code plug programming files and encryption keys files installed in all USER radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the COUNTY before the radios will be activated on the System. All radio code plug programming files, System key files and encryption key files are the sole property of the COUNTY, and contain information that is classified as security information and non-public government data. Unless specifically authorized by the COUNTY in writing, USER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, System key file or encryption key file for any radio on the System. In the event USER learns that any party has improperly or fraudulently obtained radio code plug programming file information, System key file or encryption key file, USER will immediately notify COUNTY of the security breach.

2.12 Notification to COUNTY of Lost or Stolen Radios

USER agrees to immediately notify COUNTY of any missing, lost or stolen radios, so the radio can be deactivated on the System.

2.13 Required destruction of programming (IE Code Plug) information upon radio decommissioning

Before any radio is sold, given to another agency, decommissioned, etc. the code plug programming must be wiped to the NIST standard by the COUNTY, or the device must be physically shredded by the USER.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Allocation of System Resources

COUNTY will allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

3.2 Monitoring of USER Talk Groups

COUNTY may periodically monitor talk groups allocated to USER for USER's internal use for System management purposes, including but not limited to: maintenance, troubleshooting, System performance assessments, unusual traffic patterns (sudden jump in usage), and policy and procedure compliance checks. COUNTY monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and may be subject to recording.

3.3 Radio Operator Training

COUNTY will provide USER with access to end-user radio training instructional materials provided to COUNTY from the SRB, MESB or other sources as available and subject to budget restrictions.

3.4 Database Administration

COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for USER's radios used on the System.

3.5 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the COUNTY's FCC radio station licenses.

3.6 Radio Programming

COUNTY shall provide basic System access and use programming for USER-provided Radios, subject to USER compliance with Sections 2.7 – 2.15 of this Agreement.

4. TERM AND CANCELLATION

4.1 Term of Agreement

This Agreement shall be for an initial term beginning on January 1, 2020, and continue through December 31, 2023 ("Initial Term"). Thereafter, this Agreement shall renew for successive one (1) year terms, beginning January 1, 2024, and continue, unless written notice is provided by either Party of intent not to renew as set forth in paragraph 4.2 herein. This USER Agreement becomes effective January 1, 2020 at 12:01 a.m. regardless of whether this document has been fully executed, if the USER has any active radios on the System at that time or any time thereafter.

4.2 Cancellation of Agreement

This Agreement may not be cancelled during the Initial Term, except pursuant to Section 6 of this Agreement. Thereafter, this Agreement may be canceled with or without cause by either party upon three (3) years' written notice, provided that any such cancellation by COUNTY shall require action by the Board of Chisago County Commissioners.

4.3 Actions Upon Expiration or Cancellation

Upon expiration or cancellation of this Agreement as provided for herein, USER shall return all COUNTY provided equipment and shall cease all use of the System.

5. MERGER AND MODIFICATION

5.1 Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

5.2 Amendments to Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

6. DEFAULT

6.1 If either party fails to perform any material term of this Agreement, and such failure continues for 30 days following written notice to the non-performing party, this shall constitute a default. Unless the USER's default is excused by the COUNTY, the COUNTY may upon (30) days written notice cancel this Agreement in its entirety. Unless the COUNTY's default is excused by the USER, the USER may, upon thirty (30) days' written notice, cancel this Agreement in its entirety.

6.2 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non-defaulting party by virtue of any breach of this Agreement by the defaulting party.

6.3 The above remedies shall be in addition to any other right or remedy available under this Agreement, law, statute, rule, and/or equity.

6.4 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Independent Parties

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

7.2 Liability

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must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the USER at the address given in Section 7.6 above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.7.B. A Technical Issues Subcommittee shall exist, comprised of at least one representative from the Chisago County Sheriff's Office, at least one representative from the Chisago County MICS Department, and any interested representatives from USER. The purpose of the Technical Issues Subcommittee shall be to make recommendations to the COUNTY and USER regarding technical issues as they relate to the System and this Agreement, including certification of new radios. The Technical Issues Subcommittee shall meet a minimum of four times per year, and shall record and distribute to members a listing of attendance, items discussed, and recommendations made. The COUNTY must schedule each meeting. Written notice of the time and place of each meeting shall be mailed by the COUNTY to the USER at the address given above, at least two weeks prior to the meeting. For purposes of this section, notice shall be effective as of the date of mailing.

7.8 Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Chisago, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

8. DISPUTE RESOLUTION

8.1 Grievance Procedure. A grievance governed by this section is defined as a dispute or disagreement related to the financial terms of this Agreement or the inability of the parties to reach a mutually agreeable System USER Agreement in the future regarding the financial terms contained in section 2.4 of this Agreement. The parties are committed to resolve the occurrence of any grievance on an informal basis at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

8.2 Mediation. If the parties are unable to resolve the grievance informally, either party may submit a letter stating its desire to move forward with mediation of financial terms contained in section 2.4 of the Agreement. The mediation shall be administrated by the Bureau of Mediation Services located at 1380 Energy Lane, Suite Two, Saint Paul, Minnesota 55108.

8.3 Mediation Fees. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreed upon location.

8.4 Mediation Enforceability. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[Signature Page Follows]

The USER and the COUNTY having duly approved this Agreement on the dates set forth below have authorized the designated officials to sign and execute this Agreement, and agree to be bound by the provisions set forth herein

COUNTY APPROVAL

Reviewed by County
Attorney's Office:

COUNTY OF CHISAGO
STATE OF MINNESOTA

County Attorney

Name (Print): _____ Date _____
Chair Board of Commissioners

Signed: _____

Attest: _____
Interim County Administrator

USER APPROVAL

USER – _____

Signed: _____

Name (Print): _____ Date _____

Position/Role: _____

and

Signed: _____

Name (Print): _____ Date _____

Position/Role: _____

Appendix A

Motorola XTL 2500

Motorola XTS 2500

Motorola APX 7

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Chisago County Request for Board Action

<i>Meeting Date:</i> October 6, 2021	<i>Item Number:</i> 13
<i>Title of Item for Consideration:</i> Final Contract Payments for CSAH 25 Improvement Project	
<i>Action Requested by:</i> Joe Triplett, P.E.	<i>Department:</i> Chisago County Public Works
<i>Previous Action on this Matter:</i> Projects have been previously approved and awarded.	
<i>Background:</i> The final contract payment amount for the CSAH 25 Improvement Project is \$423,622.41. The contract amount was \$7,041,866.82 and the total work certified amount was \$6,824,593.60. <i>Attachment(s):</i> Final Contract Vouchers – CSAH 25 Improvement Project (available upon request)	
<i>Action Requested/Recommended:</i> The County Board is respectfully requested to approve the Final Contract Payments for CSAH 25 Improvement Project. The following motion is suggested: <i>“Move to approve the CSAH 25 Improvement Project Final Contract Payment.”</i>	
<i>Implications of Action:</i> Board approval at tonight’s meeting will allow the Public Works department to complete the CSAH 25 Improvement Project. <i>Budget/Financial Implications:</i> None. <i>Legal/Policy Implications:</i> The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

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CORR.



September 24, 2021

Dear Chisago County Commissioners,

On behalf of the Governing Board of the St. Croix River Education District, I am pleased to invite you to attend the 28th Annual Legislative Forum. This forum is a chance for school board members and administrators in Chisago and Pine Counties to gather together to discuss state education policy. This will be a gathering for the Chisago Lakes, East Central, Hinckley-Finlayson, North Branch, Pine City and Rush City schools. Invitations have also been extended to the Willow River School district and Mille Lacs Band representatives.

We have scheduled this year's Forum on **Tuesday, December 14th, 2021 at The Spare Room Events Center at Chucker's Bowl in Rush City, Minnesota.**

The format for this year will be dinner followed by a speaker and legislative panel.

5:00 Social hour
5:30 Dinner
6:15 Welcome
6:30 Forum

Your participation is important to us. Thank you for giving this your serious consideration. Please RSVP using this [registration link](#) by Wednesday, December 1st.

Sincerely,

A handwritten signature in dark ink that reads "Jamie Nord".

Jamie Nord
Executive Director

From: Marquardt, Brian <8Marquardt@ISD12.org>
Sent: Thursday, September 30, 2021 10:56 AM
To: Joseph R. Tart <Joseph.Tart@chisagocountymn.gov>
Subject: RE: [EXTERNAL]Ki-Chi Saga-Flag Football Season-2021

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Joe, I'll get it filled out and back to you. I just want to say that our fields at Ki Chi have never looked better since moving to the area 25 years ago. I appreciate the work that you and your staff have done in maintaining and improving our facilities. I always knew that once cared for, the facility would be a great place for our community.

Thanks for all you do!

Brian Marquardt
LARA

Chase E. Burnham

From: Rush City Women'S Club <rushcitywomensclub@gmail.com>
Sent: Tuesday, September 28, 2021 10:06 AM
To: Chase E. Burnham
Subject: Rush City Women's Club 100th Anniversary

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Chisago County Commissioners:

Thank you very much for the mounted certificate in recognition of the Rush City Women's Club 100th Anniversary. A special thanks to Commissioner Mike Robinson for his participation in our celebration on September 25.

We look forward to our next years as members of the Chisago County community.

Rush City Women's Club

Minnesota Inter-County Association

Pay 2022 Preliminary Levy Survey

Last Updated: 9/10/2021--Following Admin Mtg

Blue Earth	Board plans to vote 9/21 on prelim levy		
Olmsted	Currently planning for a 4.9% increase. OTC Budget Cmte meets Friday & Monday; likely aiming for 3-4% range.	Heidi Welsch	
Otter Tail		Nicole Hansen	nhansen@co.ottertail.mn.us
Rice	Aiming for 5%; preliminary not yet set	Sara Folsted	
Winona	Ken recommending 3%. The levy amount we are proposing is \$338,743,613	Ken Fritz	kfritz@co.winona.mn.us
Ramsey	(a 1.5% increase over 2021)	Thomas Och	thomas.och@cc351-266-8055

County Net Levy After Program Aid	2021 Final	2022 Preliminary Levy	\$ Change	% Change
			\$ -	
Benton	\$ 20,219,966	\$ 21,349,963	\$ 1,129,997	5.59%
Blue Earth	\$ 39,557,458	\$ 40,546,394	\$ 988,936	2.50%
Carver	\$ 60,473,855	\$ 62,573,855	\$ 2,100,000	3.47%
Chisago	\$ 42,057,757	\$ 44,476,078	\$ 2,418,321	5.75%
Crow Wing County	\$ 41,262,480	\$ 42,908,853	\$ 1,646,373	3.99%
Dakota	\$ 144,613,647	\$ 144,613,647	\$ -	0.00%
Olmsted			\$ -	
Otter Tail			\$ -	
Rice			\$ -	
Scott	\$ 72,538,000	\$ 75,432,000	\$ 2,894,000	3.99%
St. Louis County	\$ 147,721,854	\$ 156,496,532	\$ 8,774,678	5.94%
Sherburne	\$ 52,347,126	\$ 54,940,085	\$ 2,592,959	4.95%
Stearns	\$ 83,807,920	\$ 87,372,000	\$ 3,564,080	4.25%
Washington County	\$ 114,510,700	\$ 121,130,000	\$ 6,619,300	5.78%
Winona				
Ramsey		338,743,613		1.50%

Regional Rail Authority Net Levy	2021 Final	2022 Preliminary Levy	\$ Change	% Change
St. Louis County RRA	\$ 1,933,600	\$ 1,950,000	\$ 16,400	1%
Stearns County	\$ 67,000	\$ 50,000	\$ (17,000)	-25%
Washington County	\$ 660,000	\$ 660,000	\$ -	0.00%