COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Commissioners:
District 1
Jim Swenson
District 2
Richard Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

REGULAR MEETING – Wednesday, March 1, 2023
County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:
Topics for Discussion:

1.) Directors Update — TAB 1

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

2.) Payment of County's Warrants for HHS — TAB 2
3.) SHIP Grants 174 and 175 Grant Agreements – Lakeside Elementary — TAB 3
4.) State of MN Department of Human Services Grant Contract Amendment – Respite Care — TAB 4

7:00 p.m. **Citizen's Forum**

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update — TAB 1
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS — TAB 2
3.) HHS Committee Recommendation – SHIP Grants 174 and 175 Grant Agreements — TAB 3
4.) HHS Committee Recommendation –MN DHS Contract Amendment – Respite Care — TAB 4
5.) Payment of County's Warrants and Miscellaneous Bills — TAB 5
6.) Minutes from the February 15, 2023 Regular Meeting — TAB 6
7.) Authorization for County Auditor-Treasurer to Proceed with Transfer Requests — TAB 7
8.) Transfer Funds and Annual Carryover of Dedicated Funds — TAB 8

Other County Business:

9.) Call for Public Hearing – Liquor Ordinance and Fees — TAB 9
10.) Aquatic Invasive Species (AIS) Prevention Aid Program Agreements — TAB 10
11.) Request for the MPCA Replacing Failing Septic Systems to Protect Groundwater Grant — TAB 11
12.) Change Order No. 1 – County Recycling Yard Project — TAB 12
13.) Out-of-State Training - Lifesavers Conference 2023, Seattle, Washington — TAB 13
14.) Lakes & Pines Community Action Council – Homelessness Programs — TAB 14
15.) Appointment to the Extension Committee – District 2 — TAB 15

Discussion Items:

- Administrator Updates
- Correspondence

- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

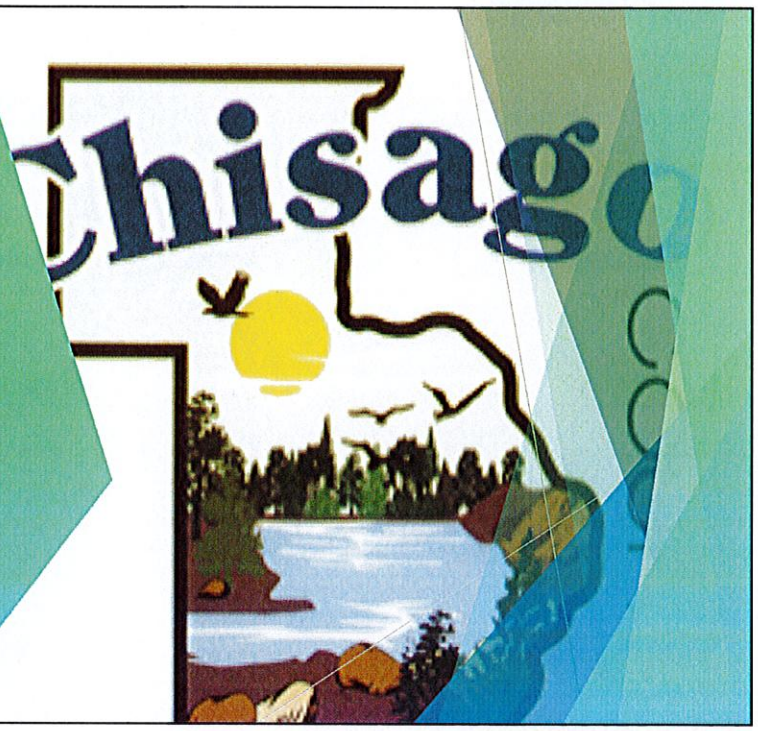
******* NOTICE*******

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meeting on Wednesday March 1st at 6:30 p.m. via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from Sunrise Bay Resort 10 Tampa Place, Marco Island, Fl 34145, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

TAB #1

RAB1

Chisago County Health and Human Services 2022 Annual Report



1

Health and Human Services Management Team

Health and Human Services Director: Bob Benson

Public Health Administrator: Courtney Wehrenberg

Family Services and Economic Support Division Manager: Todd McMurray

Aging and Disabilities Division Manager: Jolene Thorsen

Fiscal Operations Division Manager: Mark Florin

Health and Human Services

2

2

Slide 1

RAB1 Robert A. Benson, 2/16/2022

Public Health

Courtney Wehrenberg

- Public Health is the science of protecting and improving the health of people and their communities. This work is achieved by promoting healthy lifestyles, researching disease and injury prevention, and detecting, preventing and responding to infectious diseases.

Public Health

3

Public Health Services and Programing

- Maternal Child Health
  - Family Home Visiting
  - Child and Teen Check Up (CTC)
  - Women, Infants, and Children (WIC)
- Community Health
  - Community Health Education and Planning
  - Statewide Health Improvement Partnership (SHIP)
- Disease Prevention
- Emergency Preparedness

Public Health

4

Public Health
Maternal Child Health

Family Home Visiting (FHV)

Nurse work with families providing evidenced base programming called Health Families of America. FHV provides child growth and development, parenting education, referral and resources on family planning, mental health, development and social-emotional screening to high-risk individuals.

- 806 Visits Completed (765 in person) and (41 virtual) Metro Alliance for Healthy Families (MAHF)

Funding for this program for 2022:

Home visiting Grant: $105,600

Temporary Assistance for Needy Families (TANF) Grant: $43,394

Maternal Child Health Grant: $39,285

Third Party Reimbursements: $78,193

Nurses started training in new Model: Maternal Early Childhood Sustained Home Visiting (MESCH), for 2023.

Public Health

5

5

Public Health
Maternal Child Health

Child Teen Check Up (CTC)

Chisago County Public Health CTC coordinator conducts routine outreach to families, partners, and providers to ensure periodic routine health screenings for children.

- In 2022, C&TC information was included in all the new birth packet mailings reaching 576 families.
- A total of 9,508 C&TC letters were mailed to families
- A total of 4,079 C&TC related phone calls were completed to families.
- A total of 59 families were contacted via phone or letter to help with referrals physicians completed during C&TC exams.
- Completed 42 different outreach activities within the community and within other HHS departments. Completed face to face outreach with a total of approximately 541 individuals within the community and HHS
- Provided 961 families with information regarding WIC.

Funded by: Child and Teen Checkup Grant- **$106,966**

6

6

Public Health
Maternal Child Health

Women, Infants, and Children (WIC)

- Served 251 women, 252 infants, 412 children (915 total participants)
- In 2022 women and children received almost triple dollars to purchase fruits and vegetables as part of their benefit package. (prior to 2022 children received $9 a month and women $11 a month) Congress approved $25 monthly for children and $44-49 a month for women and this temporary measure continues through September 2023 and there is lobbying for it to become permanent.
- Farmers Market vouchers for $30 were given to 389 WIC households.
- Continues to strive for better post partum rates of breastfeeding. 2022 rates increased in all duration periods ranging from 3 months up to 12 months with an increase from 15% to 28% of moms breastfeeding infants still at 12 months of age

Grant Funding: $137,731

Public Health

7

Public Health
Maternal Child Health

Follow Along Program

Reached 567 families to provide outreach and education on developmental milestones.

In 2022 Public Health applied for and received $20,000 in expansion dollars. This allowed the program to work on developing stronger relationships with community partners to fill a gam in early childhood resources.

Staff joined the Reimagining follow along Committee with state partners to work on system and program improvements.

LEAD testing

Newborn Screening follow-up

Early Hearing Detection and Intervention

Public Health

8

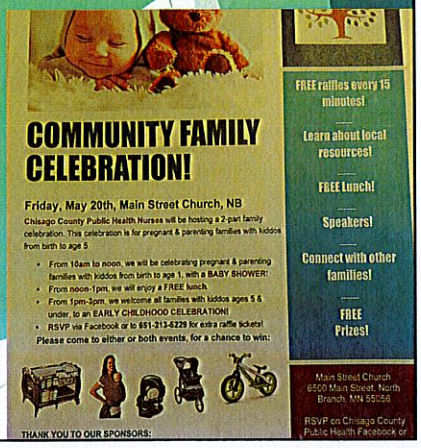
Public Health
Maternal Child Health

Public Health held a Family Celebration for both pregnant mothers and families with children aged five and under.

Celebrated Baby Café reopening in partnership with North Branch Early Childhood Family Event. 20 Adults and 24 Children participated.

Reconvened weekly Babe Café events at the North Branch Early Childhood Center

Provided 26 families with car seat training and new children's car seats.



Public Health

9

Public Health
Community Health

Community Health Assessment and Planning

A Community Health Survey was mailed out at random to Chisago County residents. Community response was good with 29% return rate.

The Mobilizing for Action through Planning and Partnership (MAPP) Committee reconvened during 2022 to collect, analyze, and use data to prioritize issues and make decisions to address community priorities.

Statewide health Improvement Partnership (SHIP)

The Statewide Health Improvement Partnership (SHIP) program focuses on building local partnerships to better support sustainable policy, system, and environmental changes. In 2022 SHIP funded 12 projects in the schools and community for a total of $25,075. This is down some from last year due to our staff turnover.

10

Public Health

10

Public Health
Community Health

Community Health Education

Provided outreach and education at events such as the Chisago county Fair, National Night Out, Safety Camp, Age-well Expo, Operation community connect, and more.

Public Health Staff, as well as six others in the county, were certified to facilitate and teach Adverse Childhood Events (ACES) within the county. Public Health will continue to carry on this work into 2023 on behalf of the Children's Collaborative.

Public Health Nuisance Calls

Public Health received 23 nuisance calls or reports in 2022. Resolution included education, providing resources and referrals, and agency assistance.

Opioid Settlement Facilitation

Conducted three community forums and seven focus groups.

Collected and analyzed data to share with advisory and community groups and participated in weekly rural opioid meetings with state partners. This work will continue…

Public Health

11

11

Public Health
Disease Prevention and Control

Infectious Disease control

- Followed one active Tuberculosis (TB) case and one Latent TB case.
- Conducted TB contact investigation and provided TB skin tests to 34 individuals
- Followed three Perinatal Hepatitis B cases
- Provided follow and coordination to four refugee/immigrants.

Vaccine Program

- Provided 142 vaccinations for individuals.

Public Health

12

12

Public Health Emergency Preparedness

Continued to support local agencies and the community as we continued to move through the COVID-19 Public Health Emergency.

Developed and submitted evaluation of the COVID-19 response to MDH/CDC.

- Identify response barriers and concerns
- Develop recommendations

Health Alert Network (HAN)

- Communicated with county health care systems/providers regarding urgent health threats within the state and county. Communicated 13 health alerts in 2022.

Public Health

13

13

Family Services and Economic Support Division

Todd McMurray

Family Services

- Child Protection Services
- Child Foster Care Licensing
- Daycare Licensing

Economic Support Services

- Food Support
- Family and Adult Financial Cash Programs
- Medical Assistance Programs
- Child Care Assistance
- Child Support

Family Services and Economic Support

14

Family Services
Child Protection Intake and Assessment

Child Protection Workers are all working remotely; in the office, in the field, and at their homes.

882 CP Intakes were received in 2022. This is about 2% decrease in what we experienced in 2021.

172 cases were screened in for investigation/assessment:

- 131 children for family assessment
- 88 children for family investigation
- 3 children for facility investigation

25 cases were screened in and referred to a current investigation

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

Family Services

15

Family Services
Child Protection Case Management

Child Protection Case Manages provided services for 271 individuals in 2022. This is nearly a 20% increase in Child Protection Case Management over 2021.

87 children were placed outside their home through Child Protective Services in 2022. This is a 6% increase from out of home placements in 2021.

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

12 adoptions were finalized in 2022 for children in Chisago County.

11 children were reunified with their families in 2022.

Family Services

16

Family Services
Child Foster Care Licensing
Day Care Licensing

Chisago County currently has 26 licensed relative child foster homes for Chisago County, other Minnesota counties, or ICPC placements. This is down from the high of 36 licensed homes in 2021.

4 traditional child foster homes. Down from 27 Chisago County had in 2021.

1 dual family foster care home was licensed in 2022.

Chisago County licensed 61 Family Child Care Providers in 2022. This number is consistent with 2021 but remains down about 8% from 2020. We are working with neighboring counties and local events to help recruit new providers.

Family Services

17

17

Economic Support
Intake Applications

Our Income Maintenance staff processed 2,281 new applications for public assistance in 2022. This is a 40% increase over new applications in 2021 which follows a 20% increase we saw in 2021 over 2020.

This increase in applications is due primarily to the effects of eliminating stimulus payments, continued unemployment benefits, E-SNAP cancelation, and the ending of the rent/eviction moratorium. We anticipate that with the ending of the Public Health Emergency and the current economic situation, we will continue to see these numbers increase.

Economic Support

18

18

Economic Support
Family Cash Programs

Minnesota Family Investment Program (MFIP) is the state's primary program for helping low-income families with children. Chisago County served 2076 individuals on this program in 2022, issuing $960,000 in benefits. This is down some from 2021.

Divisionary Work Program (DWP) is a four-month program to help low-income families find employment. 132 individuals were served on this program in 2022, issuing $12,600 in benefits. This is a significant increase, due to the program being suspended in 2020 and most of 2021.

Emergency Assistance (EA) for families. One time payment for unexpected shelter/utility/car repair expenses. Chisago County spent $21,179 in 2022. This is nearly a 72% increase in what was spent in 2022, but still an underspending of our $60,000 allocation.

Economic Support

19

19

Economic Support
Adult Cash Programs

Minnesota Supplemental Aid (MSA) provides cash assistance to adults receiving Supplemental Social Security income to assist in meeting basic needs. Individuals receive $81 per month. In 2022 Chisago County served 1,404 individuals issuing $213,072 in benefits.

General Assistance (GA) for individuals not receiving Social Security who are over 50, unemployable or have a temporary disability. Individuals receive $203 per month. Chisago County served 936 individuals issuing $154,440 in benefits.

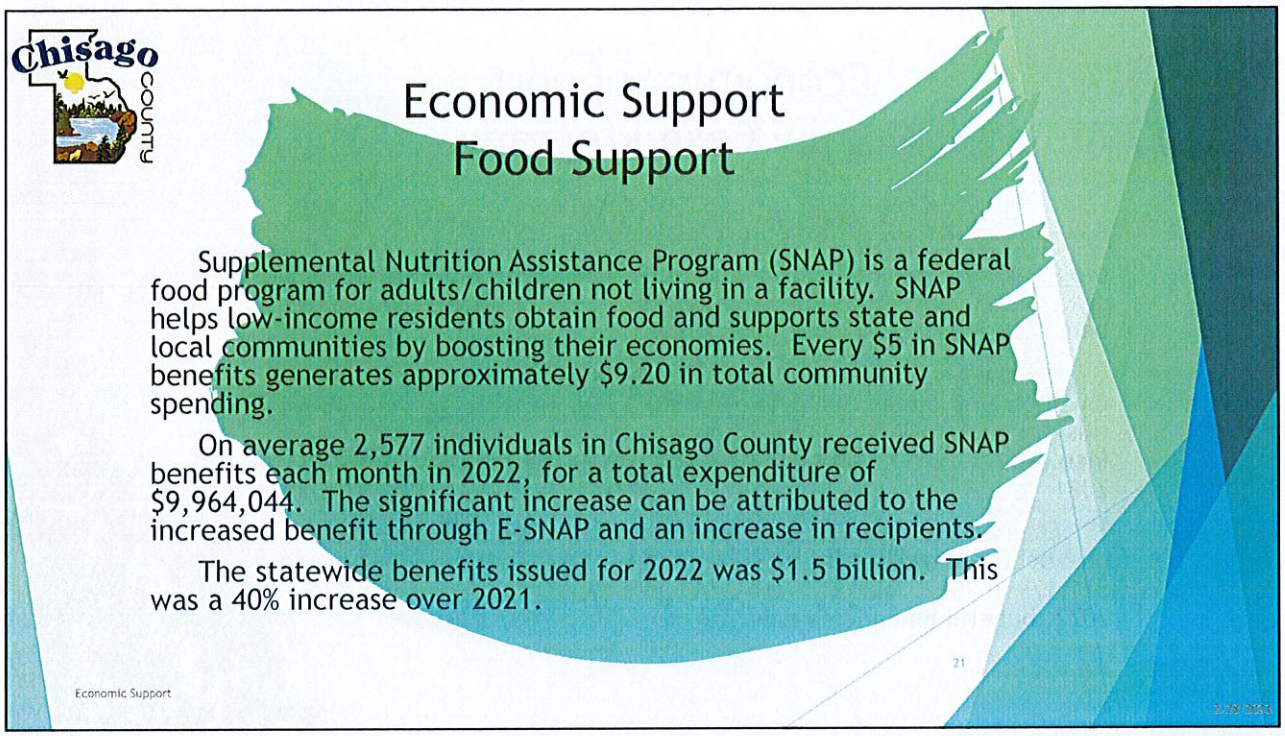
Emergency General Assistance (EGA) can be accessed once in a 12-month period to assist with unexpected shelter/utility expenses. We distributed $10,026 of our $14,994 allocation for FY 2022.

Housing Supports pays for room and board for seniors and adults with disabilities with low incomes. In 2022 we served 1,476 individuals issuing $648,624 in benefits.

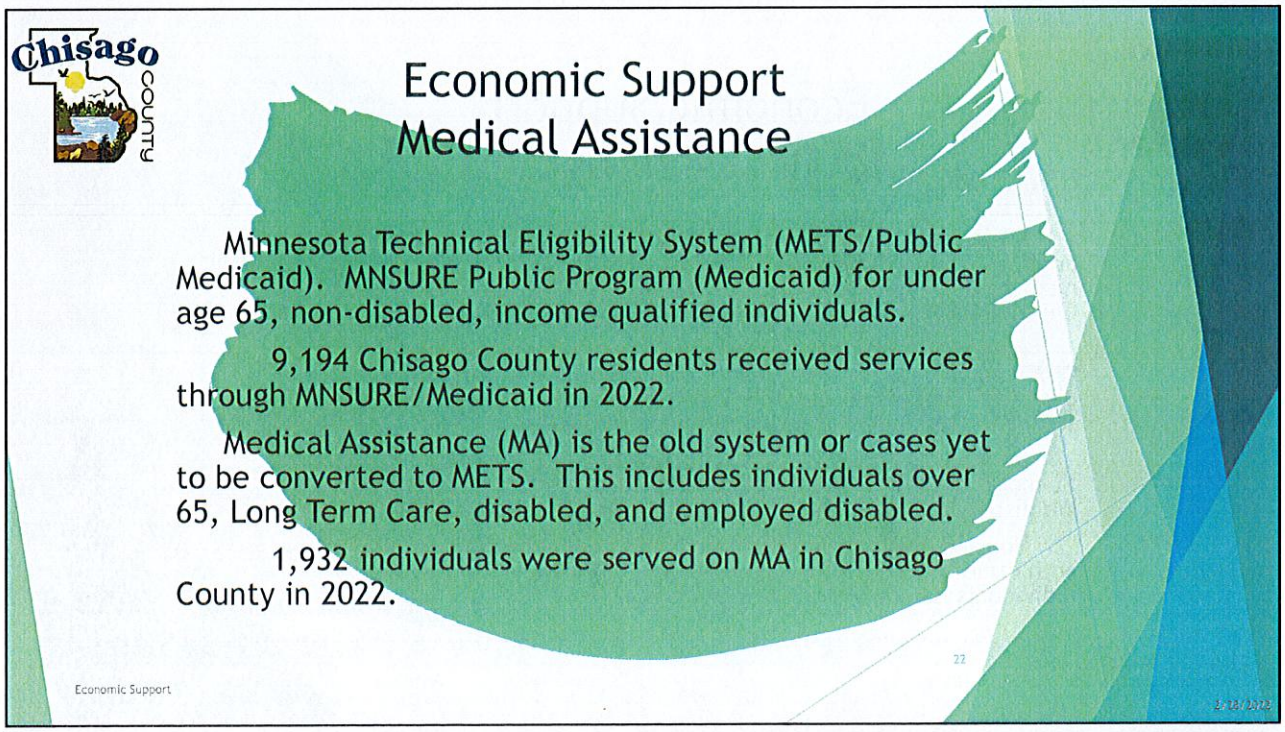
Economic Support

20

20


Chisago County
Economic Support
Food Support
Supplemental Nutrition Assistance Program (SNAP) is a federal food program for adults/children not living in a facility. SNAP helps low-income residents obtain food and supports state and local communities by boosting their economies. Every $5 in SNAP benefits generates approximately $9.20 in total community spending.
On average 2,577 individuals in Chisago County received SNAP benefits each month in 2022, for a total expenditure of $9,964,044. The significant increase can be attributed to the increased benefit through E-SNAP and an increase in recipients.
The statewide benefits issued for 2022 was $1.5 billion. This was a 40% increase over 2021.
Economic Support

21


Chisago County
Economic Support
Medical Assistance
Minnesota Technical Eligibility System (METS/Public Medicaid). MNSURE Public Program (Medicaid) for under age 65, non-disabled, income qualified individuals.
9,194 Chisago County residents received services through MNSURE/Medicaid in 2022.
Medical Assistance (MA) is the old system or cases yet to be converted to METS. This includes individuals over 65, Long Term Care, disabled, and employed disabled.
1,932 individuals were served on MA in Chisago County in 2022.
Economic Support

22

Economic Support
Child Care Assistance

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

117 Chisago County families received childcare assistance in 2022. This is about a 5% increase over 2021.

Economic Support

23

23

Economic Support
Fraud Prevention

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

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

In 2022 there were 77 investigations conducted

-There was a savings of $146,376 in program benefits

-Identified $110,258 in overpayments for recoupment

-Disqualifications were imposed on 6 individuals for intentional fraud

-Six participants signed intentional program violations, waiving their right to a hearing

Economic Support

24

24

Economic Support
Child Support

Chisago County currently has 1,632 open child support cases. Child Support staff have an average case load of 231 individuals. Only six counties in the state have larger caseload size per worker.

2022 Chisago County Child Support Performance Measures:

-Paternity Establishment	101%	State Average 98%
-Child Support Orders Establishment	95%	State Average 86%
-Collections on Current Support	78%	State Average 72%
-Collections on Arrears	76%	State Average 70%
-Cost Effectiveness	$6.50	State Average $2.91

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

25

Economic Support

25

Aging and Disabilities Division

Jolene Thorsen

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

Aging and Disabilities

26

Aging and Disabilities Division
MnCHOICES

A web-based application tool for conducting and creating person-centered assessments and support plans. MnCHOICES is undergoing a system change with a passed in launch date of March 31, 2023. We will have access to the new system on April 3rd, 2023.

In 2022 our Assessors completed 990 MnCHOICES Assessments. We currently have a waiting list for MnCHOICES assessments due to a high number of new intakes.

Aging and Disabilities

27

27

Aging and Disabilities Division
Medicaid Waivers

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

- BI Brain Injury
- CAC Community Alternative Care
- CADI Community Access for Disability Inclusion
- DD Developmental Disability
- EW Elderly Waiver ($ managed by the state)

Funded by State and Federal funds. 2023 Waiver Allocation:

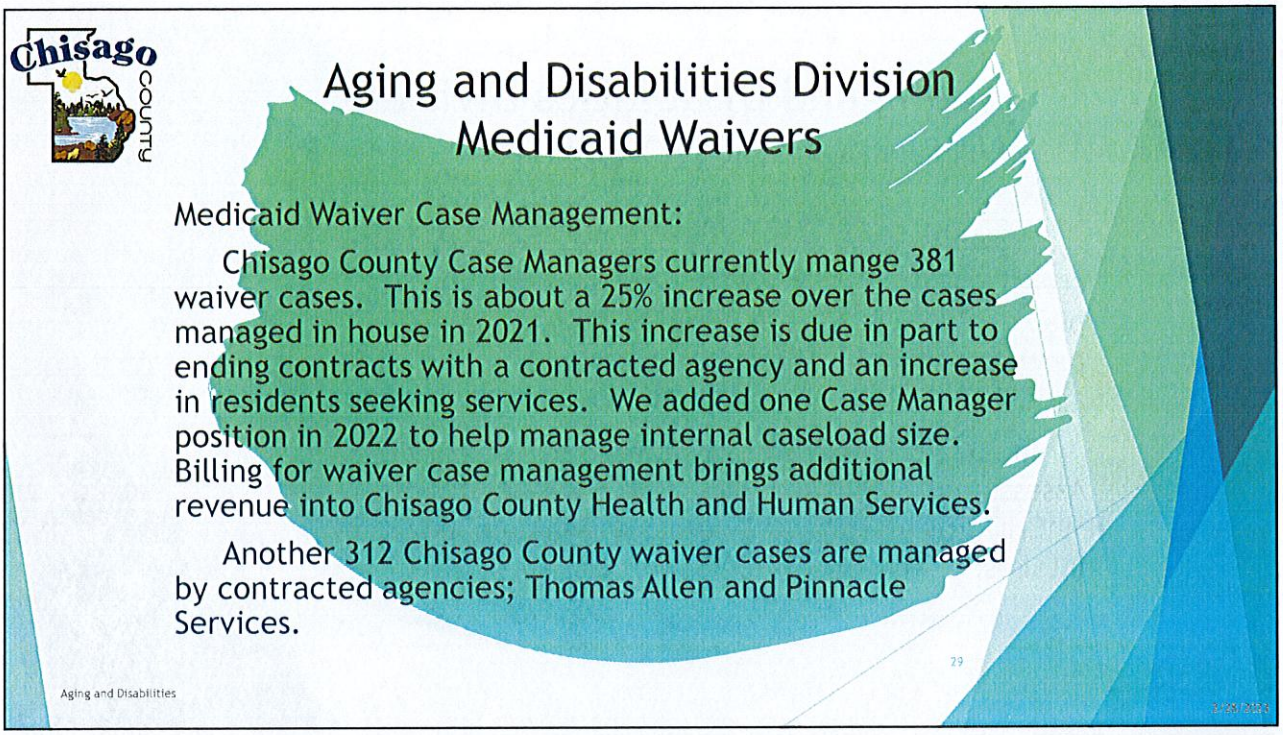
DD Budget:	$18,815,649
CAC, CADI, BI Budget:	$28,652,132
Total Waiver Budget:	$47,467,781

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

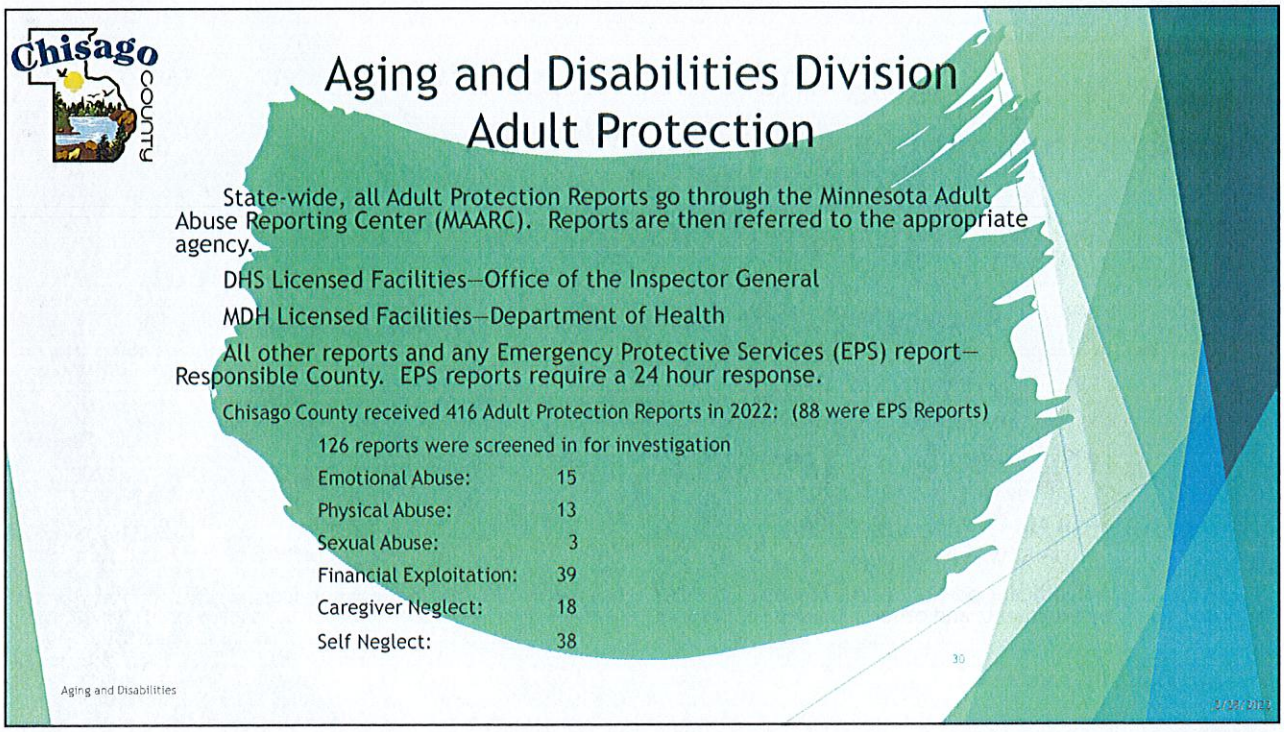
Aging and Disabilities

28

28


Chisago County
Aging and Disabilities Division
Medicaid Waivers
Medicaid Waiver Case Management:
Chisago County Case Managers currently mange 381 waiver cases. This is about a 25% increase over the cases managed in house in 2021. This increase is due in part to ending contracts with a contracted agency and an increase in residents seeking services. We added one Case Manager position in 2022 to help manage internal caseload size. Billing for waiver case management brings additional revenue into Chisago County Health and Human Services.
Another 312 Chisago County waiver cases are managed by contracted agencies; Thomas Allen and Pinnacle Services.
Aging and Disabilities

29


Chisago County
Aging and Disabilities Division
Adult Protection
State-wide, all Adult Protection Reports go through the Minnesota Adult Abuse Reporting Center (MAARC). Reports are then referred to the appropriate agency.
DHS Licensed Facilities—Office of the Inspector General
MDH Licensed Facilities—Department of Health
All other reports and any Emergency Protective Services (EPS) report—Responsible County. EPS reports require a 24 hour response.
Chisago County received 416 Adult Protection Reports in 2022: (88 were EPS Reports)
126 reports were screened in for investigation
Emotional Abuse: 15
Physical Abuse: 13
Sexual Abuse: 3
Financial Exploitation: 39
Caregiver Neglect: 18
Self Neglect: 38
Aging and Disabilities

30

Aging and Disabilities Division Behavioral Health

In 2022 we provided Behavioral Health Case Management services for 205 adults and 120 children.

There were 75 intakes for individuals seeking coordination of a substance use disorder assessment and/or funding for treatment. Direct Access now allows an individual to seek a comprehensive assessment and access substance use disorder care by going directly to their provider of choice.

Methamphetamine drugs and alcohol continue to be reported as the primary addictions affecting persons seeking services in Chisago County. We have also seen a recent increase in opioid use.

Aging and Disabilities

31

31

Aging and Disabilities Division Guardianship

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

In 2022 we contracted with Solid Oak Financial Services and Resource Training and Solutions to provide guardianship and/or conservatorship services for 35 adults requiring services (Public Guardianship).

Guardianship continues to be an expense that there is no outside funding for and is born almost entirely by County levy dollars.

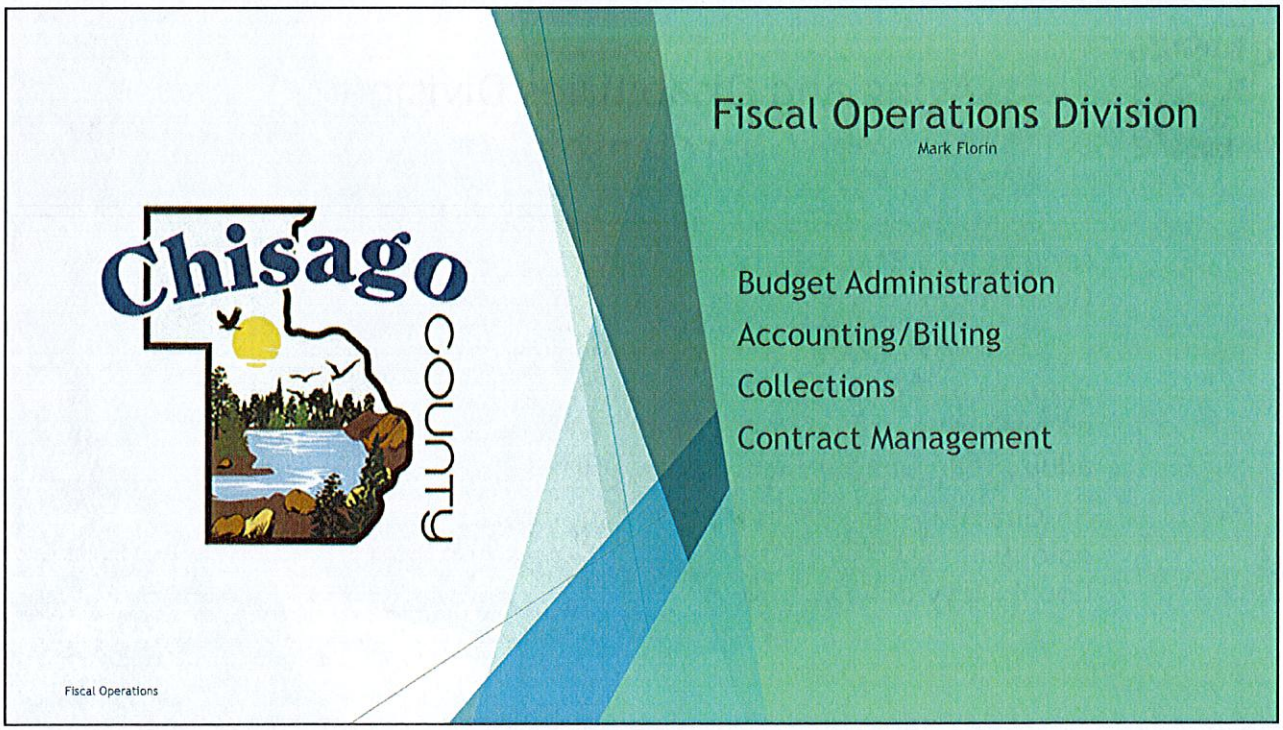
Aging and Disabilities

32

32


Chisago County
Aging and Disabilities Division
Adult Foster Care and Corporate
Foster Care Licensing
Chisago County currently has:
62 Licensed Community Residential Settings (CRS)
20 Licensed Family Adult Foster Care Homes
3 Dual Licensed Homes (Adult/Child)
1 Family Dual Variance Home (Adult/Child)
2 Licensed Adult Mental Health Crisis Bed
Staffing shortages continue to be the biggest concern for corporate foster providers here in Chisago County. Last year one site permanently closed due to lack of staff and four are currently in a pending reopen status due to staff shortages.
33
Aging and Disabilities
2/24/2023

33


Fiscal Operations Division
Mark Florin
Chisago County
Budget Administration
Accounting/Billing
Collections
Contract Management
Fiscal Operations

34

Fiscal Operations Division
Budget Administration

Health and Human Services 2022 Expenses: $14,096,335

Revenue generated through HHS: $7,681,603

- Waiver Case Management
- Targeted Case Management
- Grant Revenue
- State and Federal Program Revenue
- Collections

County Levy dollars: $6,414,732

2022 ended with a positive ledger balance

Fiscal Operations

35

35

Fiscal Operations Division
Accounting/Billing

Billing all Medicaid Waivers

Billing from contracts, PMAPS, and TCM

Foster Care Billing and Payments

State and Federal grant and allocation billing and payments and grant management

Rep Payee for individuals under state guardianship and some minors placed by our agency

Fiscal host for the Local Collaborative Time Study (LCTS)

Other miscellaneous billing and payments as required

Fiscal Operations

36

36

Fiscal Operations Division Collections

Out of Home Placement Fees: $142,731
Detox Fees: $12,469
Medical Assistance Recoveries: $364,134
Fraud/Error: $25,795
Child Support Redirect: $15,364
Housing Support: $14,880
Miscellaneous: $14,708

Total Collections for 2022: $590,082
Retained: $276,086

Fiscal Operations

37

37

Fiscal Operations Division Contract Management

Management of HHS grants and funding allocation agreements

State and Federal Contracts and Allocations

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

Public Health grants and agreements

COVID and other specific grant agreements

Veterans Services Grant and agreements

Fiscal Operations

38

38

Fiscal Operations Division

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

State and federal governments operate on different fiscal years:

- State July 1st through June 30th, Federal October 1st through September 30th
- State and federal funding may be adjusted based on those fiscal years
- State and federal mandates may change based on legislative action

Health and Human Services deals with the unpredictable "human factor"

Out of Home Placement Costs continue to be one of our largest and most unpredictable expense. (HHS and Probation placement costs are in HHS budget)

Fiscal Operations

39

39

Veterans Services

Bryan Brown

Veterans Services

40

Veterans Services

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

Chisago County has 3,956 veterans living here.

Veterans Service Staff conducted 436 office visits, 888 phone visits and 134 email visits during 2022.

157 new claims were filed for veterans in 2022, with 403 forms submitted to the Veterans Administration.

40 veterans signed up for VA medical benefits for the first time.

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

Veterans Services

41

41

Veterans Services

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

123 van trips were made in 2022

50 Chisago County Veterans benefited from rides; 217 total riders

Revenue of $3,409 for veteran's transportation

Veteran's Coffee Talks occur every second and third Tuesday each month. VA issues, policies, and guest speakers. Approximately 75 Chisago County Veterans participate in this program.

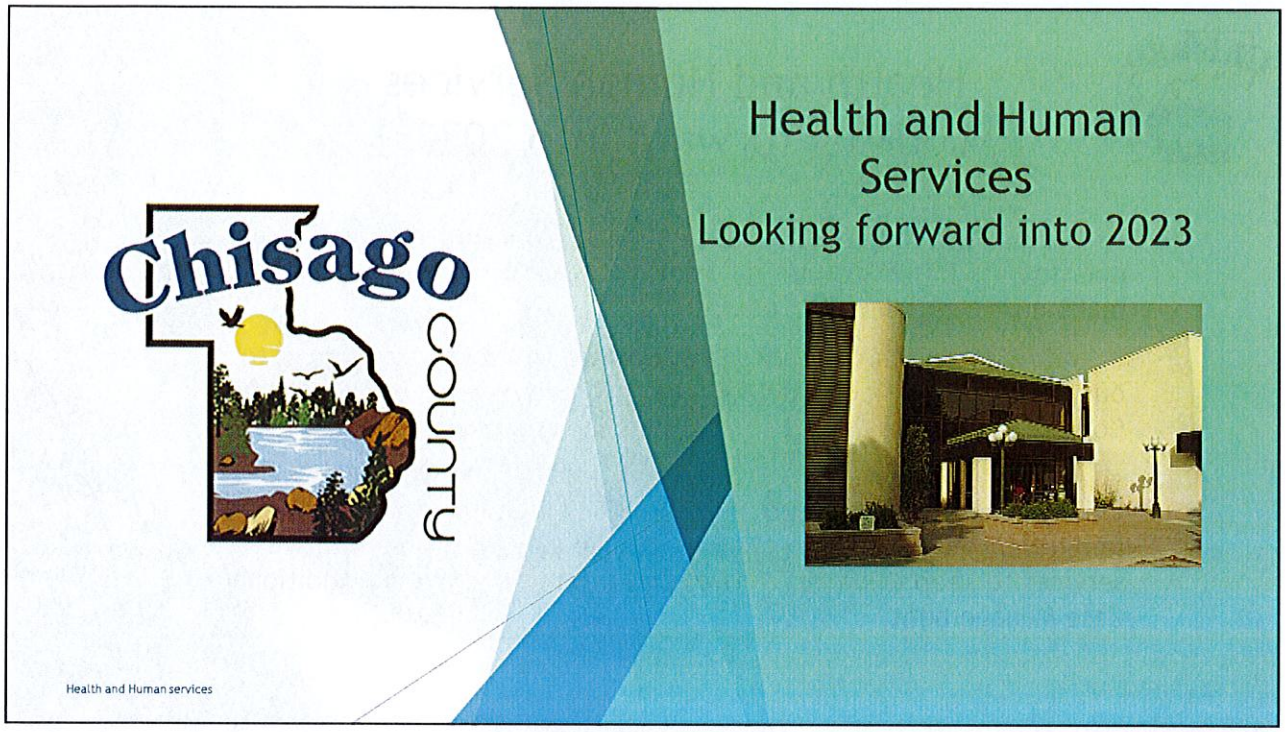
The Veterans Service Office has been doing presentations and outreach throughout the County. (NB Senior Center, Ecumen NB, Parmly, County Age Well Expo, Ki Chi Saga Days, Almelund Threshing Show, health fairs, etc.)

The Veterans Services receives an annual operational grant of $12,500.

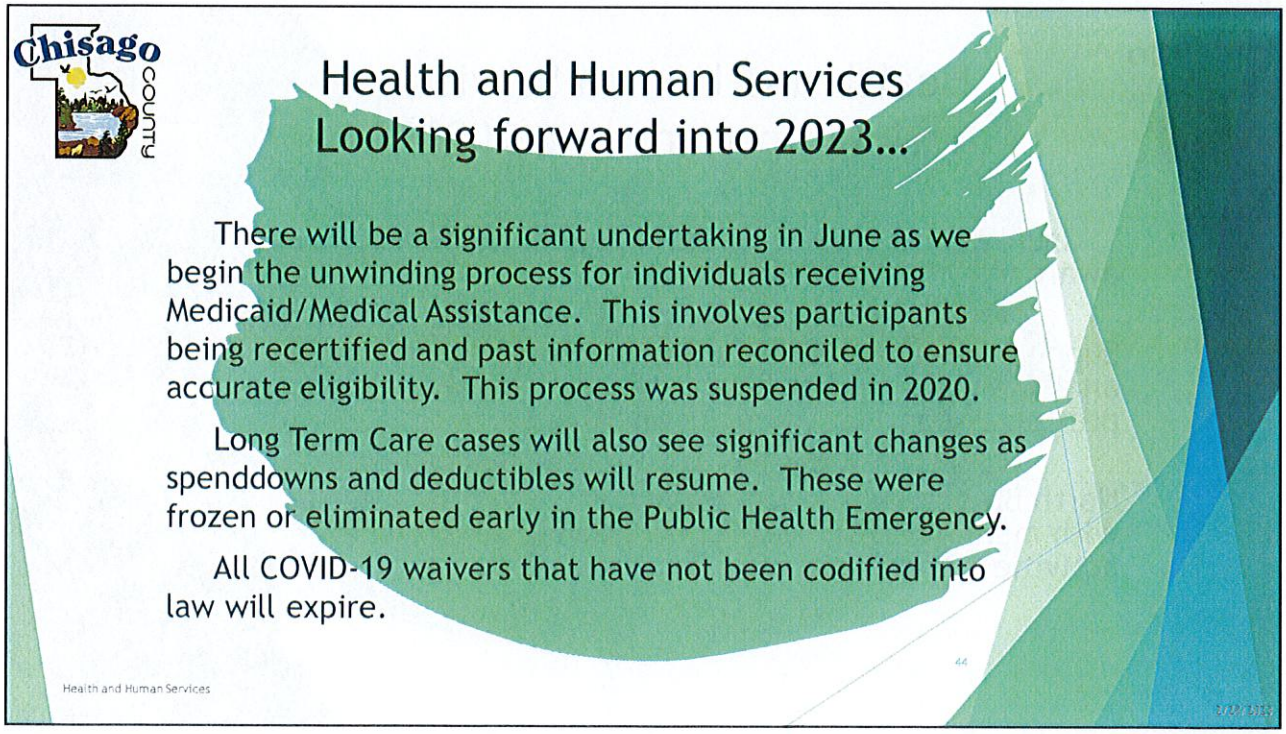
Veterans Services

42

42


Chisago
COUNTY
Health and Human Services
Looking forward into 2023
Health and Human services

43


Chisago
COUNTY
Health and Human Services
Looking forward into 2023…
There will be a significant undertaking in June as we begin the unwinding process for individuals receiving Medicaid/Medical Assistance. This involves participants being recertified and past information reconciled to ensure accurate eligibility. This process was suspended in 2020.
Long Term Care cases will also see significant changes as spenddowns and deductibles will resume. These were frozen or eliminated early in the Public Health Emergency.
All COVID-19 waivers that have not been codified into law will expire.
Health and Human Services
44

44

Health and Human Services
Looking forward into 2023…

We would like to assess and re-structure our entire intake operation to minimize the fragmentation that currently exists and make access to the public easier.

Add a forensic interview room and supervised visitation room to our Center City space to better meet protective service needs in the County and ensure worker safety. Funding approved in CIP budget.

Utilize grant funding to add an additional Social Worker in our Child Protection Unit to provide more child welfare services to help families impacted by the opioid epidemic; providing preventative services to keep them out of the child protection system. Additional Case Management.

Health and Human Services

45

45

Health and Human Services
Looking forward into 2023…

Increase Behavioral Health access, community awareness, and collaboration:

Starting this year, we will be providing Community Support Programs (CSP) to adults living with a Serious and Persistent Mental Illness (SPMI). This service was previously contracted out to Lighthouse.

We will also be operating a Drop-in Center in North Branch every Wednesday. It is for Adults living with mental health issues. We provide support, activities, and additional resources.

Health and Human Services

46

46

Health and Human Services Looking forward into 2022…

Collaborate with the Sheriff's Department and County Attorney's Office to coordinate additional services through the Public Safety Center. May involve hiring an additional social worker.

We anticipate that the state legislature will make some funding decisions that could negatively impact some of our current allocations or our ability to collect fees from individuals or families or require us to provide additional services with no additional funding.

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

Health and Human Services

47

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

48

CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 1, 2023

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

Prepared Check Date	Amount	Mail Date	Type of Payment
2/10/2022	$ -		County's Warrants
2/10/2022	$23,449.92	3/1/2023	Auditor's Warrants
2/17/2022	$113,840.40		County's Warrants
2/17/2022	$65,079.51	3/1/2023	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: March 1, 2023	***Item Number:*** *3*
Title of Item for Consideration: SHIP Grant 174 and 175 Grant Agmts – Lakeside Elementary	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.

Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.

***Attachment(s)*:**

- SHIP Grant Agreements – Lakeside Elementary

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – Lakeside Elementary. The following motion is suggested:

"Move to approve the SHIP Grant Agreements for Lakeside Elementary."

Implications of Action: Approval of this Ship grant agreements will allow Lakeside Elementary to purchase healthy snacks for the students snack carts, there is a population of Special education students who are working on their communication and life functioning skills, having the snack cart and creating a menu will give the students real life practice in living skills, as well as an opportunity to communicate, also it will show them healthy food choices and healthy eating habits.

Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $969.00.

Legal/Policy Implications: The Proposed activities are compliant with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.

Administrator's Recommendation

Approve ✓	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Lakeside Elementary, 29678 Karmel AVE, Lindstrom, MN 55045 ("Grantee").

Recitals

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

WHEREAS, Lakeside Elementary applied to County for a SHIP Grant in order to purchase healthy snacks for the students snack carts, there is a population of Special education students who are working on their communication and life functioning skills, having the snack cart and creating a menu will give the students real life practice in living skills, as well as an opportunity to communicate, also it will show them healthy food choices and healthy eating habits; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Four Hundred Dollars ($400.00);** and

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

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

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: March 2, 2022 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date***: October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms***: The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

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

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

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

and the Grantee's Authorized Representative is:

Name: Sara Johnson
Address: 29678 Karmel AVE, Lindstrom, MN 55045
Phone: 651-213-2300
Email: smjohnson@isd2144.org

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

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

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

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

8. **PROJECT FUNDING AND DISBURSEMENTS**
   8.1. ***Total Obligation.*** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Four Hundred Dollars ($400.00)**.
   8.2. ***Condition of Payment.*** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
   8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
   8.4. ***Grantee Commitment of Financing.*** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

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

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

11. **REPORTING REQUIREMENTS**

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

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

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

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

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

information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Sara Johnson, School Principal
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Ben Montzka, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney
Date:

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Lakeside Elementary, 29678 Karmel AVE, Lindstrom, MN 55045 ("Grantee").

Recitals

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

WHEREAS, Lakeside Elementary applied to County for a SHIP Grant in order to purchase helpful items that will assist the students in healthy living routines, the items to be purchased will be Yoga items, Sensory balls, resistance bands, Stepping stones for motor and balance, these items will be beneficial for students for body breaks and self-regulation through movement; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Five Hundred Sixty Nine Dollars ($569.00);** and

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

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

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: March 2, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date***: October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms***: The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

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

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

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

and the Grantee's Authorized Representative is:

Name: Sara Johnson
Address: 29678 Karmel AVE, Lindstrom, MN 55045
Phone: 651-213-2334
Email: smjohnson@isd2144.org

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

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

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

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

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation.*** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Five Hundred Sixty Nine Dollars ($569.00)**.

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

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

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

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

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

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

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

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

information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

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

20.2. ***Intellectual Property.***

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Sara Johnson, School Principal
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Ben Montzka, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request for Board Action

Meeting Date: March 1, 2023	***Item Number:*** *4*
Title of Item for Consideration: State of Minnesota Department of Human Services Grant Contract Amendment – Respite Care	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: Approval of a Respite Care Grant application previous year.	

Background: Families of children receiving county, county contracted or tribal Rule 79 children mental health case management services, are caring for children with a severe emotional disturbance who have special needs and often have challenging behaviors. Providing support for these families is critical to the child's and family's success. Respite care services are a frequently requested support service for these families. In 2015 the Minnesota Legislature expanded the monies provided for children's mental health respite care grants to serve 500-1,000 additional children and their families.

Attachment(s):

- Chisago County Contract Amendment – Respite Care 2023

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the State of Minnesota Department of Human Services COUNTY Grant Contract Amendment – Respite Care 2023. The suggested motion is as follows:

"Move to Approve the State of Minnesota Department of Human Services COUNTY Grant Contract – Respite Care"

Implications of Action: Approval of the Grant amendment will allow Chisago County to expand the eligibility criteria of respite care services for children with emotional disturbance or severe emotional disturbance.

Budget/Financial Implications: This Grant will be funded by State dollars.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.

Administrator's Recommendation

Approve CLS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Amendment No. 4 for Grant Contract No. 173038

Contract Start Date:	04/01/2020	Original Contract Amount:	$35,566
Original Contract Expiration Date:	06/30/2021	Previous Amendment(s) Total:	$ 35,318
Current Contract Expiration Date:	12/31/2022	This Amendment:	$23,545
Requested Contract Expiration Date:	12/31/2023	Total Contract Amount:	$ 94,429

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

Recitals

1. STATE has a grant contract with GRANTEE identified as Grant No.178038 to provide planned and/or emergency children's mental health Respite Care (RC) services for eligible children and families. Respite Care (RC) program must have the goal of reducing family stress and/or decreasing the likelihood of further out of home placement (Original Grant Contract);

2. The Original Grant Contract is being amended because STATE and GRANTEE agree that additional time and funds are necessary for the satisfactory completion of the grant contract;

3. STATE and GRANTEE agree to amend the contract as stated below:

Contract Amendment

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

The parties agree to the following revisions:

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

1.2. Expiration date. This CONTRACT is valid through ~~December 31, 2022~~, December 31, 2023 or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

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

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

Service Period	Quarterly Report Due Date
July 1, 2021 – September 30, 2021	October 31, 2021
October 1, 2021 – December 31, 2021	January 31, 2022
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 31, 2022
July 1, 2022 – September 30, 2022	October 31, 2022
October 1, 2022 – December 31, 2022	January 31, 2023
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 31, 2023
July 1, 2023 – September 30, 2023	October 31, 2023
October 1, 2023 – December 31, 2023	January 31, 2024

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

a. **Compensation.** GRANTEE will be paid in accordance with Attachment B "Revised Revenue and Budget" for SFY 2021 and in accordance with "Attachment B-~~1~~2, Budget" for SFY 2022-2023.

1. STATE contemplates that the necessary use of services within the CMH Respite Care program cannot be forecasted precisely, and that actual expenditures may deviate from budgeted amounts for each BRASS code. Therefore, Grantee is authorized to utilize funds for any of the BRASS code services identified in Attachment B, Budget and Attachment A-4 Budget. An amendment will not be required for shifting funds between line items, as long as GRANTEE first obtains written approval from STATE before changing any part of the budget, and total expenditures do not exceed the total obligation identified in Section 3.1(c). Grantee will report all expenditures using the SEAGR/2895/BRASS-Base Grant Fiscal Report

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed ~~Seventy thousand eight hundred eighty four dollars.($70,884.00)~~ Ninety-four thousand four hundred twenty-nine dollars.($94,429.00)

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature page follows

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By:_____

Date:_____

Grant No:_____

2. GRANTEE

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

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

3. STATE AGENCY

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

By (with delegated authority):_____

Title:_____

Date:_____

Attachment B-4 Budget for SFY 2022-2024

BUDGET SUMMARY: July 1, 2021 to December 31, 2023			
CATEGORY	TOTAL BUDGET FY22	TOTAL BUDGET FY23	TOTAL BUDGET FY24
Direct Assistance-Transportation	$ 500.00	$ 500.00	$ 250.00
Direct Assistance-CMH Respite Care	$ 23,045.00	$ 23,045.00	$ 11,523.00
Indirect Costs/Administration (up to 10%)	$0	$0	$0
TOTAL FUNDS	$ 23,545.00	$ 23,545.00	$ 11,773.00

Attachment B-1 Budget for SFY2022			
BUDGET JUSTIFICATION: July 1, 2021 to June 30, 2022			
CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from resite care activities.	416	Will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	$ 500.00
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	$ 23,045.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and adminsitration.	489		$0
TOTAL Budget Fiscal Year 22			$ 23,545.00

Attachment B-2 Budget for SFY2023			
BUDGET JUSTIFICATION: July 1, 2022 to June 30, 2023			
CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from resite care activities.	416	Will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	$ 500.00
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	$ 23,045.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and adminsitration.	489		$0
TOTAL Budget Fiscal Year 23			$ 23,545.00

Attachment B-4 Budget for SFY2024			
BUDGET JUSTIFICATION: July 1, 2023 to December 31, 2023			
CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from resite care activities.	416	Will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	$ 250.00
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	$ 11,523.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and adminsitration.	489		$0
TOTAL Budget Fiscal Year 24			$ 11,773.00

CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 1, 2023

TAB # 5

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 2/3/2023 $570,010.19

TAB 6

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, February 15, 2023

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, February 15, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, and Clerk of the Board Christina Vollrath.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday February 15th at 6:30 p.m. via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from Driftwood Worldgate Resort, 3011 Maingate Lane, Kissimmee, Fl 34747, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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

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

On motion by Dahlberg, 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:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

On motion by Greene, seconded by Dahlberg, the Board moved items 1-4 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to close the Road and Bridge Committee of the Whole at 6:47 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

1.) R&B Committee Recommendation – County Engineer's Report
2.) R&B Committee Recommendation – FINAL State Park Road Improvements Project
3.) R&B Committee Recommendation – FINAL County Resurfacing Project
4.) R&B Committee Recommendation – Variance Request Resolution for CSAH 21 Project

RESOLUTION NO: 23/0215-1
A RESOLUTION REQUESTING A VARIANCE FROM STANDARD FOR STATE AID OPERATION FOR PROJECT NO. S.A.P. 013-621-010.

WHEREAS, Chisago County is preparing construction plans for County State Aid Highway (CSAH) 21 (Redwing Avenue/350th Street) between CSAH 20 (Furuby Rd) and MN TH 95 (St. Croix Trail); and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9920 require a minimum design speed of 40 miles per hour (mph); and

WHEREAS, the existing alignment of CSAH 21 results in a T-intersection of Redwing Avenue at 350th Street, with the southern leg of the intersection being controlled by a side-street stop-control; and

WHEREAS, the County highway jurisdiction is on the south and east legs of the intersection, and the township road jurisdiction is on the west leg; and

WHEREAS, the proposed project will construct a horizontal curve connecting the predominate traffic movement utilizing the County highway legs, and will relocate the side-street stop-condition to the township road; and

WHEREAS, constructing a horizontal curve to meet the minimum 40 mph design speed would cause significant impacts and encroachment onto the adjacent private property; and

WHEREAS, the proposed design using a 35 mph curve provides a 45 mph stopping sight condition; and

WHEREAS, the proposed design widens the existing shoulders providing the motoring public with greater room for evasive action, recovery in case of lane departure, and driver comfort.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Commissioners do hereby request a variance from the Minnesota Department of

Transportation State Aid Operations Rules Chapter 8820.9920 (Minimum Design Standards; Rural and Suburban Undivided; New or Reconstruction Project) to allow a 35 mph horizontal curve in lieu of a 40 mph curve at this intersection;

BE IT FURTHER RESOLVED, that County Board of Commissioners hereby indemnifies, saves and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the granting of the variance. The County/City further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

5.) Minutes from the February 1, 2023 County Board Meeting
6.) Payment of County's Warrants and Miscellaneous Bills

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at https://www.chisagocounty.us/1197/Claims-Paid. Claims less than $2,000 are listed as a total dollar amount and notes the number of claims included in the total.

7.) Application for Exempt Gambling Permit – East Central Friends of the NRA

RESOLUTION NO. 23/0215-2
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE EAST CENTRAL FRIENDS OF THE NRA

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Lent Town Hall located at 33155 Hemingway Ave., Stacy, MN 55079.

8.) Application for Exempt Gambling Permit – Knights of Columbus 15227

RESOLUTION NO. 23/0215-3
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE KNIGHTS OF COLUMBUS 15227

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Chisago Town Hall located at 14200 316th St., Lindstrom, MN 55045.

9.) Acceptance of 2022 Chisago County Donations

RESOLUTION NO: 23/0215-4
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2022:

- Evelyn A. Yates $20.00 for Chisago County Sheriff's Office
- Tom Kieffer Agency $50.00 for the Children's Water Festival
- Chisago Lakes Lions Club $200.00 for the Children's Water Festival
- The City of Rush City $200.00 for the Children's Water Festival
- Stacy Lent Fire Department Relief Association $250.00 for the Children's Water Festival
- Center City Fire Department $250.00 for the Children's Water Festival
- Brinks Market $100.00 for the Children's Water Festival
- First State Bank of Wyoming $200.00 for the Children's Water Festival

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

On motion by Dunne, seconded by Greene, the Board moved to repeal Resolution No. 20/0215-1 and adopt Resolution No. 23/0215-XX as the "Chisago County Planning Commission and Board of Adjustment and Appeals Policy on Commission / Board

Structure, Meeting Order and General Procedure" as presented and/or as amended at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve and authorize execution of the FY 2023 State of Minnesota Board of Water and Soil Resources Septic Treatment Systems Natural Resource Block Grant Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Swenson, seconded by Dahlberg, the Board moved to approve and award the Custom Pole Building, LLC Park Maintenance Storage Building and Pankan Masonry Concrete Flooring Quote Package of $97,240 and authorize staff to acquire the necessary permits and direct completion of the ARPA-0117 ENVS Project at the County Parks Maintenance facility in North Branch. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Swenson, the Board moved to award Sunrise Prairie Regional Trail Segment G Construction Project No. 13-SPT-23 to Low Bidder Knife River.; authorize wetland bank credit acquisition plan and expenditure; use the County Fund Balance Funds to complete the project funding shortfall; and to authorize the final preparation and execution of project contracts and signature by the Board Chair following County Attorney review. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM
TIME – 7:01 p.m. **END TIME** – 7:01 p.m.
# of SPEAKERS – 0

On motion by Dunne, seconded by Greene, moved to approve the Chisago County Broadband Grant Program, up to $2,000,000 with a cap of $200,000 per project/entity, however the total amount in the program is subject to change at the discretion of the Board. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the Chisago County Sheriff Office allocation of $50,000 for hiring bonuses and $5,000 for referral bonuses in creating the Chisago County Sheriff Office Recruitment Program from the Chisago County ARPA allocation. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve directing Engineer Triplett to proceed with seeking bids and they allocated $900,000

from the Broadband ARPA allocation to cover some of the total costs. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve selling the grader for $57,000 to Ziegler CAT and purchasing the pickup, using operating funds to cover the difference between the sale and purchase. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the purchase of new GPS Antenna equipment from Leica using fund balance. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve paying $15,000 from fund balance to cover the unbudgeted increases in the total cost of the Sunrise Prairie Regional Trail Segment G project. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve a resolution to support the Application to the MN Border to Border grant program for East Central Electric. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO: 23/0215-6
RESOLUTION IN SUPPORT OF EAST CENTRAL ENERGY'S BROADBAND PROJECT
IN CHISAGO COUNTY

WHEREAS, East Central Energy is working to provide efficient and affordable fiber broadband internet to its service area; and

WHEREAS, the mission is to provide high-speed internet to every home and business, fostering community vitality, affordable and quality health care, equitable education, a strong economy, and efficient government; and

WHEREAS, East Central Energy is applying for the 2023 Minnesota Border-to-Border Broadband Development Grant Program. The Border-to-Border Broadband Development Grant Program funds the expansion of broadband service to areas of Minnesota that are unserved or underserved; now therefore, be it

RESOLVED, that the Chisago County Board of Commissioners in the State of Minnesota, hereby endorses East Central Energy's Broadband Project to provide to fiber broadband internet to its service area; and be it further

RESOLVED, that Chisago County commits $2,000 for the matching portion of the 2023 Minnesota Border-to-Border Broadband Development Grant Program grants received in support of East Central Energy's Broadband Project; and be it further

On motion by Greene, seconded by Dune, the Board moved to approve the Chisago County Sheriff's Office Wellness Program. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the resolution accepting the donation for the Chisago County Sheriff's Office from the Chisago County Sheriff's Office Foundation for $7129.99 of exercise equipment. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO: 23/0215-7
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2023:

- Chisago County Sheriff's Office Foundation - $7,129.99 Exercise Equipment

On motion by Dahlberg, seconded by Dunne, the Board moved to approve the resolution accepting the donation of 42 AEDs for the Chisago County Sheriff's Office from the Leona M. and Harry B. Helmsley Charitable Trust to the Center for Resuscitation Medicine (CRM) at the University of Minnesota. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO: 23/0215-8
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2023:

- The Leona M. and Harry B. Helmsley Charitable Trust to the Center for Resuscitation Medicine (CRM) – 42 AEDs

On motion by Greene, seconded by Dunne, the Board moved to approve the out of state training request to the Midwest Counterdrug Training Center in Johnston, IA. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the Chisago County Sheriff's Office continued participated in the LESO Controlled Property Program. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the SHIP Grant Agreement – Lindstrom Community Gardens. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the PHEP Budget Period 5 priority plan. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

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

On motion by Dunne, seconded by Greene, the Board moved to close the County Board meeting at 7:45 p.m. related to considering strategy for labor negotiations, including negotiation strategies , including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to

sections 179A.01 to 179A.25 and to be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. Pursuant to Minnesota Statutes section 13D.05, Subd. 3 (b) for the purpose of conferring with outside counsel to receive an opinion concerning litigation strategy that will be adopted in respect to the pending case of *In the Matter of the Application of Jim Goodpaster and Sherry Timmerman Goodpaster for a Conditional Use Permit, Court of Appeals Case No. A22-0982*. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to proceed with the recommendation from the County Attorney's office in regards to *Goodpaster*. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board ended the closed meeting and reconvened the regular meeting at 8:51 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board adjourned the meeting at 8:52 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

_____
Ben Montzka, Chair

Attest:_____
Christina Vollrath
Clerk of the Board

Chisago County Request For Board Action

Meeting Date: March 1, 2023	***Item Number:*** *7*
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Proceed with Transfer Requests	
Action Requested by: Kristin Waddell, Chief Deputy Auditor-Treasurer	***Department:*** Auditor-Treasurer
Previous Action on this Matter: None.	

Background: Funds were dedicated by the Board for the implementation of a new payroll system. This request is to transfer the remaining dedicated funds from Fund 12 (Capital) to Fund 01 to cover a portion of the 2023 user fees.

Attachment(s):

- Transfer Requests

Action Requested/Recommended: The County Board is respectfully requested to approve the above noted transfers. The suggested motion is recommended;

"Move to authorize the County Auditor-Treasurer to transfer the above-noted funds."

Implications of Action: If the transfer is approved our financial reporting requirements will be adhered to.

Budget/Financial Implications: None

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

Administrator's Recommendation

Approve CBS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

2023 Permanent Transfer Requests

Capital

Fund From	Fund To	Reason	Amount
Capital	Revenue	Transfer remaining funds dedicated to payroll software implementation to Fund 01 to cover a portion of the 2023 user fees	$33,350.00

Board Approved on _____, 2023

Chisago County Request For Board Action

Meeting Date: March 1, 2023	***Item Number:*** *8*
Title of Item for Consideration: Transfer Funds and to approve Annual Carryover of Dedicated Funds	
Action Requested by: Kristin Waddell, Chief Deputy Auditor-Treasurer	***Department:*** Auditor-Treasurer
Previous Action on this Matter: None.	

Background: Governmental Accounting Standards give the County Auditor-Treasurer authority to designate the restricted and assigned dedicated funds for the County Balance Sheet. However, in order to easily track these funds a budget adjustment to the current budget needs to be made and for transparency purposes the Board should approve these adjustments that outline the carryover amounts from the 2022 budget into the 2023 budget.

Attachment(s):

- Budget Adjustment

Action Requested/Recommended: The County Board is respectfully requested to approve the transfers and budget adjustments. The following motion is suggested;

"Move to approve the Transfer Funds and to approve the Annual Carryover of Dedicated Funds."

Implications of Action: If the transfers and budget adjustments are approved our financial reporting requirements will be adhered to.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CGS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Budget Adjustment Request

this form MUST be completed electronically

2023
year

Department Name: AUDITOR-TREASURER

Department Head: KRISTIN WADDELL

Reason and description of the proposed change to the Budget:

TO ADJUST 2023 BUDGET FOR DEDICATED FUNDS CARRIED OVER FROM THE 2022 BUDGET.

	Yes/No
Is this proposed budget change a net expenditure to the county?	YES
If yes, can other expenditures be cut from this department to offset this net expenditure?	
If a net expenditure, can this change be deferred until next budget year?	

Auditor-Treasurer's comments:

THESE CHANGES ARE NECESSARY TO TRACK THESE DEDICATED FUNDS IN ORDER TO ENSURE NO ADDITIONAL MONEY IS SPENT IN ANY OF THESE CATEGORIES WITHOUT BOARD APPROVAL.

Account Description	Account # Fund	Dept	Program	Service	Object	Additional $ Amounts Revenue	Expenditure
CIP ELECTIONS - BUDGET CARRYOVER	12	71	000	0000	6898		(80,000)
CIP MAINTENANCE - BUDGET CARRYOVER	12	111	000	0000	6898		(104,772)
CIP ADMIN (PAYROLL SYSTEM) - BUDGET CARRYOVER	12	149	000	0000	6898		(39,350)
Total Revenue & (Expenditures)						$0	(224,122)
Net Revenue/ (Expenditure) change vs. Current Budget							(224,122)

	YES	NO		dd/mo/yr
County Administrator approval			Date	
Board approval			Date	

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Chisago County Request for Board Action

Meeting Date: March 1, 2023	***Item Number:*** 9
Title of Item for Consideration: Call for Public Hearing – Liquor Ordinance and Fees	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	***Department:*** Auditor-Treasurer
Previous Action on this Matter: None.	

Background: Currently the County follows Minnesota Statute 340A for regulations pertaining to alcohol licenses and does not have a local alcohol licensing ordinance. We have been approached by local businesses for Consumption and Display Permits and 2 a.m. Licenses. These licenses are not available unless the local licensing authority (the County) has a local ordinance allowing these types of licenses. We also have recently received an inquiry for a brewers taproom license so that has been included in the ordinance and fee schedule.

The Consumption and Display Permit would allow an establishment to sell setups (mixes, soda, juices) and allow patrons to bring their own alcohol for consumption at the location. Except for bottle clubs, the alcohol must be under its owner's control at all times. Consumption and Display Permits can be issued to a restaurant, hotel, an establishment licensed to sell 3.2% malt liquor, a resort, certain bed and breakfast facilities, clubs or to a person who has not been convicted of a felony or liquor law in the last 5 years. Clubs can let members leave their alcohol on the premises after they leave if placed in individual lockers. With this permit the bottles must be kept in plain sight and in control of the patron at all times, not the business establishment that holds the permit. The business establishment or their employees cannot be given the bottle to be served. The business establishment cannot store or purchase alcohol for their patrons.

The 2 a.m. license would allow those establishments that hold an on-sale intoxicating liquor license to remain open until 2 a.m. versus the Statutory closing time of 1 a.m.

The Taproom License would allow a brewer who holds a Brewer's License issued by the Dept of Alcohol and Gambling to obtain a Taproom License which authorizes on-sale of malt liquor produced by the brewer for consumption on the premises or adjacent to the brewery.

The current license fees have been in place for many years. The current fees do not cover the cost of issuance and enforcement of these licenses. Minnesota Statute requires a public hearing and notification to all current licenses holders before fees can be increased. Current license holders need to be notified 30 days prior to the public hearing.

Attachment(s):

- Draft Liquor Ordinance
- Draft License Fees

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners call for a public hearing on the liquor license ordinance and liquor fee schedule. The following motion is suggested:

"move to call for a public hearing on the Chisago County Liquor License Ordinance and 2023 liquor fee schedule on April 5, 2023 at 7 p.m.."

Implications of Action: If the ordinance is not adopted Consumption and Display Permits and 2 a.m. Licenses will not be allowed. If the fees are not adopted property taxes will continue to subsidize the cost of issuance of alcohol licenses.

Budget/Financial Implications: If the fees are increased the license and permit budget for the Auditor-Treasurer's office will be increased and cover more of the cost of issuance.

Legal/Policy Implications: Amendment of the ordinance will open other opportunities for different liquor related licenses to be issued.

Administrator's Recommendation

Approve ✓	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

ORDINANCE NO. _____
RESOLUTION No. _____
APPROVING A LIQUOR LICENSE ORDINANCE
Chisago County, Minnesota

AN ORDINANCE REGULATING THE POSSESSION, SALE AND CONSUMPTION OF INTOXICATING AND 3.2 PERCENT MALT LIQUOR WITHIN THE CHISAGO COUNTY, MINNESOTA

THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA ORDAINS:

TITLE: Chisago County Liquor Control Ordinance

PURPOSE: It is the intent of Chisago County to protect the health, safety, peace and repose in in the County and to govern and regulate the sale and distribution of alcohol in the unincorporated areas, while recognizing the value of business enterprises to serve residents and visitors alcohol or liquor at licensed and appropriately regulated premises. Thus, it is the intent of Chisago County to enact this Ordinance, certain rules and regulations in issuing and monitoring liquor licenses in the unincorporated areas of Chisago County. Further, these controls are promulgated in conjunction with, and in recognition of, State law as set forth in Minnesota Statutes Chapter 340A

SECTION 1. ADOPTION OF STATE LAW BY REFERENCE.
The provisions of Minnesota Statutes Chapter. 340A, as they may be amended from time to time, with reference to the definitions of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of intoxicating liquor and 3.2 percent malt liquor, are hereby adopted by reference and are made a part of this Ordinance as if set out in full. It is the intention of the County Board that all future amendments to Minnesota Statutes Chapter. 340A are hereby adopted by reference or referenced as if they had been in existence at the time this Ordinance is adopted.

SECTION 2. COUNTY MAY BE MORE RESTRICTIVE THAN STATE LAW.
The County Board is authorized by the provisions of Minnesota Statutes. § 340A.509, as it may be amended from time to time, to impose, and has imposed in this Ordinance, additional restrictions on the sale and possession of alcoholic beverages within its limits beyond those contained in Minnesota Statutes Chapter. 340A, as it may be amended from time to time.

SECTION 3. DEFINITIONS.
Definitions and Interpretation. Except as otherwise provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. In addition to the definitions contained in Minn. Stat. § 340A.101 as it may be amended from time to time, the following terms are defined for purposes of this ordinance:

A.

ALCOHOL or LIQUOR. As used in this ordinance, without modification by the words "intoxicating" or a "3.2 percent malt" includes both intoxicating liquor,3.2 percent malt liquor, and beverages which are distilled, fermented, spiritous, vinous.

APPLICANT. Any person making an application for a license under this Ordinance.

AUDITOR-TREASURER. As used in this ordinance, includes the Chisago County Auditor-Treasurer-Treasurer or their designee, including a deputy Auditor-Treasurer-treasurer, clerk, manager or assistant.

BARTENDING OR BARTENDING SERVICE. The provision of alcoholic beverages by an individual to guests at an event under circumstances that are not part of a commercial transactions for which a liquor license is not required.

BREW PUB. An establishment where the licensee holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire productions of which is solely for consumption on tap on any license premises owned by the brewer, or for off-sale from those licensed premises as permitted in Minnesota Statutes section 340A.24, Sub.2

CLUB. An incorporated organization organized under the laws of the State for civic, fraternal, social, or business purposes, for intellectual improvement, or for the promotion of sports, or a congressionally chartered veterans' organization, which (1) has more than 30 members; (2) has owned or rented a building or space in a building for more than one year that is suitable and adequate for the accommodation of its members; and (3) is directed by a board or directors, executive committee, or other similar body chosen by the members at a meeting held for that purpose.

CONSUMPTION AND DISPLAY. A permit, once issued by the Commissioner of Public Safety, is not effective until approved by the Board of Commissioners, authorizing owners, managers or proprietors of a restaurant, hotel, resort or club as defined in Minnesota Chapter 340A, to allow the establishment to permit the consumption and display of alcohol by members, patrons or visitors to the premises. The permit does not authorize the sale of alcohol on the premises. A permit does not authorize consumption or display between the hours of 1:00 a.m. and 2:00 a.m. unless specifically authorized by the Commissioner.

HEALTH OFFICER. A sanitarian employed by the Minnesota Department of Health, or other authorized representative of the Minnesota Department of Health

PERSON. An individual 18 years of age or older and is extended to include bodies politic and corporate, legal partnerships and other unincorporated associations.

RESTAURANT. An establishment or eating facility, other than a hotel, under the control of a proprietor or manager, where meals are regularly prepared on the premises, and served at tables to the general public, where a customer orders food from printed, posted or electronic menus and

where the main food course is served and consumed while seated at a single location. To be a restaurant as defined by this section, an establishment shall have a license from the state as required by Minn. Stat. § 157.16, as it may be amended from time to time, and meet the definition of either a "small establishment," "medium establishment" or "large establishment" as defined in Minn. Stat. § 157.16, subd. 3(d), as it may be amended from time to time. An establishment which serves prepackaged food that receives heat treatment and is served in the package or on a portion of a package, shall not be considered to be a restaurant for purposes of this Ordinance unless it meets the definitions of a "small establishment", "medium establishment" or "large establishment".

SALE, SELL or SOLD. All barters an all manners or means of furnishing alcohol or liquor. Such terms shall include all such transactions, whether for cash, credit, or other consideration.

UNDERAGE PERSON. Any natural person who has not yet reached the age of twenty-one (21) year.

SECTION 4. CONSUMPTION IN PUBLIC PLACES..
No person shall consume intoxicating liquor or 3.2 percent malt liquor in a public park, on any public street, sidewalk, parking lot or alley, or in any public place other than on the premises of an establishment licensed under this Ordinance, or where the consumption and display of liquor is lawfully permitted.

SECTION 5. TERM AND EXPIRATION OF LICENSES.
Each license shall be issued for a maximum period of one year. All licenses, except temporary licenses, shall expire on June 5 of each year unless another date is provided by Ordinance. Temporary licenses expire according to their terms. Consumption and display permits issued by the Commissioner of Public Safety, and the accompanying count consent to the permit, shall expire on March 31 of each year.
Licenses in effect at the time of the passage of this Ordinance shall expire on June 5 and the fees paid shall be prorated by the Auditor-Treasurer, or applied to a subsequent license issued in compliance with this Ordinance.

SECTION 6. GENERAL PROVISIONS.

(A) Auditor-Treasurer-Treasurer. The Chisago County Board authorizes the Chisago County Auditor-Treasurer-Treasurer to supervise the process for application for and issuance of licenses and the operations for licenses under this Ordinance, and those responsibilities shall include:
    1. The Auditor-Treasurer shall have on file the applications for all licenses;
    2. The Auditor-Treasurer shall prepare the necessary forms and processes for receipt and processing of applications for licenses under this Ordnance and obtain for the County Board the necessary reports and signature form the Environmental Services/Zoning Department, the Sheriff's Office and the County Attorney's Office, any necessary verification from the Minnesota Department of Health, or other source.

a. The Auditor-Treasurer shall monitor each applicant and licensee for compliance with the Ordinance,
b. The Auditor-Treasurer may require an applicant or licensee to provide documentation or verification to the Auditor-Treasurer or assistant Auditor-Treasurer as needed to verify compliance.
c. The Auditor-Treasurer has authority to provide notice of non-compliance and may take necessary steps to commence action against the license, including suspension and revocation.

(B) Application for Renewal of License. No later than April 30th of each year, an application for renewal shall be filed with the County. The decision whether or not to renew a license rests within the sound discretion of the Board. No licensee has a right to have a license issued under this Ordinance issued for a subsequent year.

(C) Transfer of License. No license under this Ordinance may be transferred to another person or assumed by another person without approval by the Board. Any transfer of stock or ownership of a corporate licensee is deemed to be a transfer of the license, and a transfer of stock without prior Board approval is a ground for revocation of the license, requiring a new application by the newly formed corporation or entity. An application to transfer a license shall be treated the same as an application for an new license, and all of the provision of this Ordinance applying for a license shall apply

SECTION 7. TYPES OF LIQUOR LICENSES .

The County is authorized to issue the following licenses:

(A) *3.2 Percent Malt Liquor On-sale Licenses*. May be issued only to golf courses, restaurants, hotels, clubs, bowling centers, and establishments used exclusively for the sale of 3.2 percent malt liquor with the incidental sale of tobacco and soft drinks.

(B) *3.2 Percent Malt Liquor Off-sale License.*

(C) *Brewer Taproom License.* May be issued to the holder of a brewer's license as provided in Minn. Stat. 340A.301, Sub.6 (c), (i), or (j) as it may be amended from time to time, authorizing on-sale of malt liquor produced by the brewer for consumption on the premises or adjacent to one brewery location owned by the brewer. A brewer may have only one taproom license and may not have ownership in a brewer licensed under Minn. Stat. 340A.301, Subd. 6(d) as it may be amended from time to time. A brewer taproom license may not be issued to a brewer that brews more than 250,000 barrels of malt liquor annually or a winery that produces more than 250,000 gallons of wine annually. Within ten days of issuing a brewer taproom license the Auditor-Treasurer-Treasurer will inform the Commissioner of Public Safety of the licensee's name, address, trade name and the effective date and expiration date of the license. The Auditor-Treasurer-Treasurer will inform the Commissioner of Public Safety of a license transfer, cancellation, suspension, or revocation during the license period.

(D) *Temporary 3.2 percent malt liquor licenses.* May be issued only to a club, charitable, religious, or nonprofit organization.

(E) *On-sale intoxicating liquor licenses*, May be issued to the following establishments as defined by Minn. Stat. § 340A.101, as it may be amended from time to time, and this Ordinance: hotels, restaurants, bowling centers, theaters, clubs or congressionally chartered veterans organizations, theaters and exclusive liquor stores.

(F) *Club license.* May be issued only with the approval of the Commissioner of Public Safety. The fee for club licenses established by the Board under Section 7 of this Ordinance shall not exceed the amounts provided for in Minn. Stat. § 340A.408, subd. 2(b) as it may be amended from time to time. The Board may, in its discretion, authorize a retail on-sale licensee to dispense intoxicating liquor off the licensed premises at a community festival held within the County under the provisions of Minn. Stat. § 340A.404, subd. 4(b) as it may be amended from time to time.

(G) *Sunday on-sale intoxicating liquor licenses.* May be issued by the County after authorization to do so by voter approval at a general or special election as provided by Minn. Stat. § 340A.504, subd. 3, as it may be amended from time to time. Sunday on-sale intoxicating liquor licenses may be issued only to a restaurant as defined in Section 3 of this Ordinance, club, bowling center, or hotel which has a seating capacity of at least 30 persons, which holds an on-sale intoxicating liquor license, and which serves liquor only in conjunction with the service of food. The maximum fee for this license, which shall be established by the Board under the provisions of Section 7 of this Ordinance, shall not exceed $200, or the maximum amount provided by Minn. Stat. § 340A.504, subd. 3(c) as it may be amended from time to time.

I) *Temporary on-sale intoxicating liquor licenses,* May be issued with the approval of the Commissioner of Public Safety, which may be issued only in connection with a social event sponsored by a club, charitable, religious, or other nonprofit corporation that has existed for at least three years; a political committee registered under state law; or a state university. No license shall be for longer than four consecutive days, and the County shall issue no more than 12 days' worth of temporary licenses to any one organization in one calendar year.

(J) *On-sale wine licenses.* May be issued by the County with the approval of the Commissioner of Public Safety to:

1. restaurants that have facilities for seating at least 25 guests at one time and meet the criteria of Minn. Stat. § 340A.404, subd. 5, as it may be amended from time to time, and which meet the definition of restaurant in Section 3;
2. to licensed bed and breakfast facilities which meet the criteria in Minn. Stat. § 340A.4011, subd. 1, as it may be amended from time to time and to theaters that meet the criteria of Minn. Stat. § 340A.404, subd. 1(b) as it may be amended from time to time.
3. The fee for an on-sale wine license established by the Board under the Fee Schedule, shall not exceed one-half of the license fee charged for an on-sale intoxicating liquor license. The holder of an on-sale wine license who also holds an

on-sale 3.2 percent malt liquor license is authorized to sell malt liquor with a content over 3.2 percent (strong beer) without an additional license.

(K) Consumption and display permits. Permit may be issued by the Commissioner of Public Safety, and requires the approval of the Board. The maximum amount of the additional fee which may be imposed by the Board on a person who has been issued a consumption and display permit under the provisions of Section 7 of this Ordinance shall not exceed $300, or the maximum amount permitted by Minn. Stat. § 340A.414, subd. 6, as it may be amended from time to time. Consumption and display permits shall expire on March 31 of each year.

SECTION 8. LICENSE FEES; PRO RATA.

(A) No license or other fee established by the County shall exceed any limit established by Minn. Stat. Ch. 340A, as it may be amended from time to time, for a liquor license.

(B) The Board may establish from time to time in the Ordinance Establishing Fees and Charges the fee for any of the liquor licenses it is authorized to issue. The license fee may not exceed the cost of issuing the license and other costs directly related to the enforcement of the liquor laws and this Ordinance. No liquor license fee shall be increased without providing mailed notice of a hearing on the proposed increase to all affected licensees at least 30 days before the hearing.

(C) The fee for all licenses, except temporary licenses, granted after the commencement of the license year shall be prorated on a quarterly basis.

(D) All license fees shall be paid in full at the time the application is filed with the County. If the application is denied, the license fee shall be returned to the applicant.

(E) A refund of a pro rata share of an annual license fee may occur only if authorized by Minn. Stat. § 340A.408, subd. 5, as it may be amended from time to time.

SECTION 9. BOARD DISCRETION TO GRANT OR DENY A LICENSE.

The Board in its discretion may either grant or deny the application for any license or for the transfer or renewal of any license. No applicant is entitled to a license under this Ordinance, simply based upon the submission of an application to the Auditor-Treasurer-Treasure

SECTION 10. APPLICATION FOR LICENSE.

(A) *FORM.* Every application for a license issued under this Ordinance shall be on a form provided by the County.

a. Every application shall state the name of the applicant, the applicant's age, representations as to the applicant's character, with references as the Board may require, the type of license applied for, the business in connection with which the proposed license will operate and its location, a description of the premises, whether the applicant is owner and operator of the business, how long the applicant has been in that business at that place, and other information as the Board may require from time to time.

b. An application for an on-sale intoxicating liquor license shall be in the form prescribed by the Commissioner of Public Safety and shall also contain the information required in this section. The form shall be verified and filed with the County.

c. No person shall make a false statement in an application. False statements or intentional misrepresentations of information may result in the denial of an application or, if identified after issuance of the license may result in suspension or revocation of the license.

(B) *ELIGIBILITY OF APPLICANT.* No license shall be issued to:

a. Any person not of a good moral character or repute;
b. Any person not of legal age to consume liquor;
c. A person who has had an intoxicating liquor or 3.2 percent malt liquor license revoked within five years of the license application, or to any person who at the time of the violation owns any interest, whether as a licensee, as a partner, investor or otherwise, in the premises or in the business conducted thereon or in, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested.
d. No retail license may be issued to, and the County Board may refuse to renew the license of a person who within five years of the license application has been convicted of a felony or willful violation of federal or state law or local Ordinance governing the manufacture, sale distribution or possession for sale or distribution of an alcoholic beverage.
e.

(C) *FINANCIAL RESPONSIBILITY.* Prior to the issuance of any license under this Ordinance, the applicant shall demonstrate proof of financial responsibility as defined in Minn. Stat. § 340A.409, as it may be amended from time to time, with regard to liability under Minn. Stat. § 340A.801, as it may be amended from time to time.

a. This proof will be filed with the County and the Commissioner of Public Safety. Any liability insurance policy filed as proof of financial responsibility under this section shall conform to Minn. Stat. § 340A.409, as it may be amended from time to time.
b. Operation of a business which is required to be licensed by this Ordinance without having on file with the County at all times effective proof of financial responsibility is a cause for revocation of the license.

(D) *DESCRIPTION OF PREMISES.* The application shall specifically describe the compact and contiguous premises within which liquor may be dispensed and consumed. The description may not include any parking lot or sidewalk.

(E). *INVESTIGATION.*

(1) *Preliminary background and financial investigation.*

(a) On an initial application for a license, on an application for transfer of a license and, in the sound discretion of the Board that it is in the public interest to do so, on an application for renewal of a license, the County shall conduct a preliminary background and financial investigation of the applicant or it may contract with the Commissioner of Public Safety for the investigation.

(b) The applicant shall pay with the application an investigation fee that is amended from time to time by County Ordinance which shall be in addition to any license fee.

(c) The results of the preliminary investigation shall be sent to the Commissioner of Public Safety if the application is for an on-sale intoxicating liquor license or an on-sale wine license.

(2) *Comprehensive background and financial investigation.*

(a) If the results of a preliminary investigation warrant, in the sound discretion of the Board, a comprehensive background and financial investigation, the Board may either conduct the investigation by assigning the investigation to the Auditor-Treasurer or the Chisago County Sheriff, or contract with the Commissioner of Public Safety for the investigation.

(b) The applicant shall pay with the application an investigation fee that is amended from time to time by County Ordinance which shall be in addition to any license fee.

(c) The fee shall be paid in advance of any investigation and the amount actually expended on the investigation shall not be refundable in the event the application is denied.

The results of the comprehensive investigation shall be sent to the Commissioner of Public Safety if the application is for an on-sale intoxicating liquor license or an on-sale wine license.

(F) *APPLICATIONS FOR RENEWAL.*

Approximately 60 days before a license issued under this Ordinance is to be renewed, an application for renewal shall be filed with the county. The decision whether or not to renew a license rests within the sound discretion of the Board. No licensee has a right to have the license renewed.

(G) *TRANSFER OF LICENSE.*

No license issued under this Ordinance may be transferred without the approval of the Board. Any transfer of stock of a corporate licensee is deemed to be a transfer of the license, and a transfer of stock without prior Board approval is a ground for revocation of the license. An application to transfer a license shall be treated the same as an application for a new license, and all of the provisions of this code applying to applications for a license shall apply.

SECTION 11. RESTRICTIONS ON ISSUANCE.

(A) Each license shall be issued only to the applicant for the premises described in the application.

(B) Not more than one license shall be directly or indirectly issued within the County to any one person.

(C) No license shall be granted or renewed for operation on any premises on which taxes, assessments, utility charges, service charges, or other financial claims of the County are delinquent and unpaid.

(D) No license shall be issued for any place or any business ineligible for a license under state law.

(E) No license shall be granted within 500 feet of any school or church. The distance is to be measured from the closest side of the church to the closest side of the structure on the premises within which liquor is to be sold.

SECTION 12. CONDITIONS OF LICENSE.

The failure of a licensee to meet any one of the conditions of the license specified below shall result in a suspension of the license until the condition is met or revocation of the license if the licensee has violated the conditions or terms of the license four or more times.

(A) Every licensee is responsible for the conduct of the place of business and the conditions of sobriety and order in the business or at the establishment, including sidewalks, parking areas or other outdoor spaces. The act of any employee on the licensed premises is deemed the act of the licensee, and the licensee shall be liable to all penalties provided by this Ordinance as to any employee, partner, associate or person under the control of the licensee.

(B) Every licensee shall allow any peace officer, health officer, County employee, or any other person designated by the Board to conduct compliance checks and to otherwise enter, inspect, and search the premises of the licensee during business hours and after business hours during the time when customers remain on the premises without a warrant.

(C) No on-sale establishment shall display liquor to the public during hours when the sale of liquor is prohibited.

(D) Compliance with financial responsibility requirements of state and federal law and of this Ordinance is a continuing condition of any license.

SECTION 13. HOURS AND DAYS OF SALE.

(A) The hours of operation and days of sale shall be those set by Minn. Stat. § 340A.504, as it may be amended from time to time, except that the Board may, by resolution or Ordinance, provide for more restrictive hours than state law allows. Sale of intoxicating liquor between the hours of 1 a.m. and 2 a.m. is only allowed after obtaining a permit from the Commissioner of Public Safety.

(B) No person shall consume, nor shall any on-sale licensee permit any consumption of intoxicating liquor or 3.2 percent malt liquor in an on-sale licensed premises more than 30 minutes after the time when a sale can legally occur.

(C) No on-sale licensee shall permit any glass, bottle, or other container containing intoxicating liquor or 3.2 percent malt liquor to remain upon any table, bar, stool, or other place where customers are served, more than 30 minutes after the time when a sale can legally occur.

(D) No person, other than the licensee and any employee, shall remain on the on-sale licensed premises more than 30 minutes after the time when a sale can legally occur.

(E) Any violation of any condition of this section may be grounds for revocation or suspension of the license.

SECTION 14. MINORS ON PREMISES.

(A) No person under the age of 18 years shall be employed in any rooms constituting the place in which intoxicating liquors or 3.2 percent malt liquor are sold at retail on sale, except that persons under the age of 18 may be employed as musicians or to perform the duties of a bus person, host or dishwashing services in places defined as a restaurant, hotel, motel or other multi-

purpose building serving food in rooms in which intoxicating liquors or 3.2 percent malt liquor are sold at retail on sale.

(B) No person under the age of 21 years may enter a licensed establishment except to work, consume meals on premises that qualify as a restaurant, or attend social functions that are held in a portion of the premises where liquor is not sold.

SECTION 15. RESTRICTIONS ON PURCHASE AND CONSUMPTION.

No person shall mix or prepare liquor for consumption in any public place of business unless it has a license to sell on-sale, or a permit from the Commissioner of Public Safety under the provisions of Minn. Stat. § 340A.414, as it may be amended from time to time, which has been approved by the Board, and no person shall consume liquor in any such place.

SECTION 16. SUSPENSION AND REVOCATION.

(A) The County Board shall either suspend for a period not to exceed 90 days or revoke any liquor license upon finding that the licensee has failed to comply with any applicable statute, regulation, or provision of this Ordinance relating to liquor. Except in cases of lapse of proof of financial responsibility, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, Minn. Stat. §§ 14.57 to 14.70, as it may be amended from time to time. The Board may at its discretion, act as the hearing body under that act, appoint another hearing officer to preside over a hearing, or it may contract with the Office of Administrative Hearings for a hearing officer to preside and render a recommendation to the Board.

(B) The following are the minimum periods of suspension or revocation which shall be imposed by the Board for violations of the provisions of this Ordinance or Minn. Stat. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time:

(1) For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension or sale of intoxicating liquor where the only license is for 3.2 percent malt liquor the license shall be revoked.

(2) The license shall be suspended by the Board after a finding under division (A) that the licensee has failed to comply with any applicable statute, rule, or provision of this Ordinance for at least the minimum periods as follows:

(a) For the first violation within any three-year period, at least one day suspension in addition to any criminal or civil penalties which may be imposed.

(b) For a second violation within any three-year period, at least three consecutive days suspension in addition to any criminal or civil penalties which may be imposed.

(c) For the third violation within any three-year period, at least seven consecutive days suspension in addition to any criminal or civil penalties which may be imposed.

(d) For a fourth violation within any three-year period, the license shall be revoked.

(3) The Board shall select the day or days during which the license will be suspended.

(C) Lapse of required proof of financial responsibility shall effect an immediate suspension of any license issued pursuant to this Ordinance or state law without further action of the Board. Notice of cancellation or lapse of a current liquor liability policy shall also constitute notice to

the licensee of the impending suspension of the license. The holder of a license who has received notice of lapse of required insurance or of suspension or revocation of a license may request a hearing thereon and, if a request is made in writing to the Auditor-Treasurer-Treasurer, a hearing before the Board shall be granted within ten days. Any suspension under this division (B) shall continue until the Board determines that the financial responsibility requirements of state law and this Ordinance have again been met.

(D) The provisions of Section 20 pertaining to administrative penalty may be imposed in addition to or in lieu of any suspension or revocation under this Ordinance.

SECTION 17. PENALTIES.

(A) Any person violating the provisions of this Ordinance or Minn. Stat. Ch. 340A as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time is guilty of a misdemeanor and upon conviction shall be punished as provided by law.

(B) The Board shall impose a civil penalty of up to $2,000 for each violation of Minn. Stat. Ch. 340A, as it may be amended from time to time, and of this Ordinance. Conviction of a violation in a court of law is not required in order for the Council to impose the civil penalty. A hearing under the Administrative Procedures Act, Minn. Stat. §§ 14.57 to 14.70, as it may be amended from time to time, is not required before the penalty is imposed, but the Board shall hold a hearing on the proposed violation and the proposed penalty and hear any person who wishes to speak. Non-payment of the penalty is grounds for suspension or revocation of the license. The following is the minimum schedule of presumptive civil penalties which must be imposed in addition to any suspension unless the license is revoked:

(1) For the first violation within any three-year period, $500.
(2) For the second violation within any three-year period, $1,000.
(3) For the third and subsequent violations within any three-year period, $2,000.

(C) The term "violation" as used in Section 20 includes any and all violations of the provisions in this section, or of Minn. Stat. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time. The number of violations shall be determined on the basis of the history of violations for the preceding three-year period. Revocation shall occur within 60 days following a violation for which revocation is imposed.

SECTION 18. EFFECTIVE DATE

This Ordinance becomes effective on the date of its publication, or upon the publication of a summary of the Ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

SECTION 19. SUMMARY APPROVED

The Board herby determines that the text of the summary of this Ordinance marked "Official Summary of Ordinance No. _____," and a copy of which is attached to this Ordinance, clearly informs the public of the intent and effect of this Ordinance. The Board further determines that publication of the title and this summary will clearly inform the public of the intent and the effect of this Ordinance. The Clerk of the Board shall file a copy of this Ordinance and the summary in

the Clerk's office which shall be available for inspection by any person during regular office hours.

Passed by the County Board of Chisago County, Minnesota this _____ day of Month, Year.

_____
Chair

Attested:

_____
Clerk

OFFICIAL SUMMARY OF ORDINANCE NO. _____,

AN ORDINANCE REGULATING THE POSSESSION, SALE AND CONSUMPTION OF INTOXICATING AND 3.2 PERCENT MALT LIQUOR WITHIN CHISAGO COUNTY, MINNESOTA

The following is the official summary of Ordinance No. _____, which was passed by the County Board on _____.

A printed copy of this Ordinance is available for inspection by any person at the office of the Clerk of the Board during normal business hours.

The Ordinance regulating the possession, sale and consumption of intoxicating and 3.2 percent malt liquor within this County contains the following provisions.

Section 1 adopts Minn. Stat. Ch. 340A, as it may be amended from time to time, by reference.

Section 2 permits the County to be more restrictive than state law concerning the sale and possession of alcoholic beverages.

Section 3 defines multiple terms used, including, but not limited to:"liquor" and "restaurant" as those terms are used in the Ordinance.

Section 4 provides that no person shall consume intoxicating liquor or 3.2 percent malt liquor in a public park, on any public street, sidewalk, parking lot or alley, or in any public place other than on the premises of an establishment licensed under this Ordinance, or where the consumption and display of liquor is lawfully permitted.

Section 5 establishes the term and expiration dates for licenses.

Section 6 establishes the kinds of licenses which may be issued:

- 3.2 percent malt liquor on-sale
- 3.2 percent malt liquor off-sale
- Brewer Taproom License
- Temporary 3.2 percent malt liquor
- On-sale intoxicating liquor
- Sunday on-sale intoxicating liquor
- Temporary on-sale intoxicating liquor
- On-sale wine
- Consumption and display

Section 7 authorizes the establishment of license fees by Ordinance or resolution.

Section 8 permits the Board, in its discretion, to grant or deny applications for licenses, or for the transfer or renewal of any license.

Section 9 describes the information required in an application for a license, including the form, eligibility, financial responsibilities, description of the premises, and investigations.

Section 10 provides for restrictions on the issuance of licenses

Section 11 provides conditions of licenses, including the licensee's responsibilities for conduct on the premises and allowing for inspections

Section 12 provides for the hours of sale.

Section 13 prohibits minors on the premises.

Section 14 establishes restrictions on the purchase and consumption, except as provided for by statute.

Section 15 establishes the circumstances and procedures for suspension and revocation of a license. The Board is required to either suspend for a period not to exceed 60 days or revoke any liquor license upon finding that the licensee has failed to comply with any applicable statute, regulation or provision of this Ordinance relating to liquor. Lapse of required proof of financial responsibility shall effect an immediate suspension of any license issued pursuant to this Ordinance or state law without further action of the Board. Notice of cancellation or lapse of a current liquor liability policy shall also constitute notice to the licensee of the impending suspension of the license. A schedule of minimum periods of suspension and for revocation is established.

Section 20 provides for penalties for violating this Ordinance, including a schedule of civil penalties.

Section 21 establishes the effective date of the Ordinance which is the date of the publication of this summary of the Ordinance.

Section 22 approves this summary of the Ordinance.

This summary was approved by the Chisago County Board of Commissioner of Chisago County Minnesota, on _____, _____.

_____
Chair

Attested:

_____
Clerk of the Board

Liquor License Fees

Mn Statute requires 30 day notice to license holders and a public hearing before liquor license fees can be increased.

License	Current Fee	Proposed Fee	Notes
Consumption and Display	$ 250.00	$ 300.00	Currently no County Ordinance allowing permit. Statute -State Fee $250. County can impose fee not more than $300.
On-Sale Intoxicating Liquor	$ 1,000.00	$ 2,000.00	Statute - Fee is intended to cover the costs of issuing and inspecting and other directly related costs of enforcement.
Off-Sale Intoxicating Liquor	$ 100.00	$ 200.00	Statute -Fee not to exceed $800
Sunday Liquor	$ 100.00	$ 200.00	Statute-Restaurant, club, bowling center, or hotel with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license. Fee not to exceed $200.
2 am Liquor	$ 300.00	State Fee	Currently no County Ordinance allowing. County must have 2 am ordinance to allow sales after 1 am.
Wine	$ 300.00	$ 600.00	Statute-Fee not to exceed 1/2 of the license for on-sale intoxicating, or $2000, whichever is less
Wine & 3.2% Malt Liquor (Strong Beer)	$ 350.00	$ 750.00	Statute-If County ordinance allows, a licensee holds wine and 3.2% malt liquor licenses may sell intoxicating malt liquor. Currently no County Ordinance allowing.
On-Sale 3.2 Malt Liquor*	$ 50.00	$ 150.00	Statute - 1/2 of fee goes to Twp
Off-Sale 3.2 Malt Liquor*	$ 5.00	$ 50.00	Statute - 1/2 of fee goes to Twp
On/Off-Sale 3.2 Malt Liquor*	$ 55.00	$ 225.00	Statute - 1/2 of fee goes to Twp
Temporary 1-4 Day On-Sale Intoxicating Liquor	$ 300.00	$ 350.00	Per Event
New License Investigation Fee-In State	$ -	$ 200.00	Statute-Fee up to $500
New License Investigation Fee-Out of State	$ -	Actual Cost	Statute-Fee actual cost (but not more than $10,000)
License Renewal - Late Fee	$ -	$ 100.00	Per License

Chisago County Request For Board Action

Meeting Date: March 1, 2023	***Item Number:*** **10**
Title of Item for Consideration: Aquatic Invasive Species (AIS) Prevention Aid Program Agreements	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: In 2014, the Minnesota State Legislature passed MN Statute 477A.19 AIS Prevention Aid, which provides annual funding to Minnesota Counties to conduct AIS prevention efforts, which includes watercraft inspections, public awareness, signage and enforcement.

As a result of this annual State funding, the county expanded an existing Lake Improvement District AIS inspection model program countywide; enhanced AIS programming with the acquisition of AIS decontamination equipment & vehicles; included the designation of various parttime seasonal AIS Specialist and/or Inspector staffing roles from year to year; and supported a parttime .75FTE (2021 - present) year-round combined AIS Specialist/Lead Watercraft Inspector staffing position. Most recently, in 2023, the county water resources budget was approved to offer enhanced .25 county funded FTE to the AIS Specialist/Lead Watercraft Inspector role as the only direct county funds involvement in this countywide program.

In 2022, the AIS program:

- Conducted 16,188 watercraft inspections at 24 public water accesses and 34 decontaminations of watercraft in Chisago and northern Washington Counties,
- Supplemented Sheriff water patrol budget funding in support of watercraft inspections and enforcement collaboration,
- Worked closely on initiatives with the Wild Rivers Conservancy,
- Fully implemented AIS communication and education programming to citizens of Chisago County after reducing programming activities in 2020 due to COVID-19, and
- Continued AIS data collection & analysis and early detection efforts of aquatic invasive species on area lakes.

Background: "Prevent the dispersion, promote/support the containment, control and eradication of invasive species" are goals identified in the Resource Areas of Rivers & Streams, Lakes, Wetlands and St. Croix River & Lake St. Croix in the Lower St. Croix Comprehensive Watershed Management Plan (1W1P).

The 2023 State funding of $134,391 and the directly budgeted .25FTE AIS Specialist/Lead Watercraft Inspector commitment of the county will allow Chisago County to continue implementation of the AIS prevention program countywide. Watercraft inspections and decontamination, public awareness, signage, enforcement, and other prevention efforts will be conducted at 27 trailer and carry-in accesses throughout the County. Watercraft inspections will continue to be conducted for the eleventh season at 4 accesses in the Comfort Lake Forest Lake Watershed District through a Joint Powers Agreement. Large scale citizen assistance and AIS monitoring, and training programs will continue to be an effective education and detection effort.

Proposed enhancements to this year's program include:

1. Chisago County will participate with multiple Minnesota and Wisconsin counties and organizations to implement a St. Croix Basin AIS strategic work plan.
2. Chisago County will participate through a Memorandum of Understanding with the Wild Rivers Conservancy. Zebra mussel veliger and Spiny waterflea sampling will be included as part of the Memorandum of Understanding.
3. Point intercept surveys will occur on Sunrise Lake.

In addition, staff proposes increasing seasonal Watercraft Inspector Level 1 and Level 2 hourly pay rate from $15.00 to $16.00, and from $17.50 to $18.50 per hour respectively. Inspector pay rates have not been adjusted since 2015, doing so will allow the county to remain competitive with other regional watercraft inspection programs and improve employee recruitment and retainment.

Staff also notes that 2023 will be the first year in which the approved water resources budget includes fulltime status for the AIS Specialist/Lead Watercraft Inspector role for which the equivalent of .75 of the hourly rate of pay will remain grant funded ($45,209) and the enhanced .25FTE and benefits are proposed to be assigned to the general county Water Resources personnel budget. Also, of note, $5,000 of the State grant funds will be transferred directly to the Chisago County Water Plan fund 611 in general support of county staff AIS administration/coordination activities.

To initiate the 2023 AIS Prevention Aid program a number of agreements, personnel requisitions, and approvals are requested as attached. The full program elements are attached with individual action items denoted in **bold with asterisks *.**

Attachment(s):

1. Chisago County Resolution No. 14/0820-1 Resolution to Approve, Accept, and Implement Aquatic Invasive Species Prevention Aid Program
2. 2023 Chisago County Proposed Watercraft Inspection Program
3. Map - AIS Prevention Aid Program
4. Proposed Budget - AIS Prevention Aid Program (Including 2022 carryover.)
5. **2023-2025 Delegation Agreement - AIS Prevention Inspection of Water-related Equipment***
6. **Joint Powers Agreement between Chisago County and Comfort Lake Forest Lake Watershed District***
7. **Personnel Requisition for up to 1.5 F.T.E Temporary Seasonal Watercraft Inspectors (Level 2)***
8. **Personnel Requisition for up to 7 F.T.E Temporary Seasonal Watercraft Inspectors (Level 1)***
9. Wild Rivers Conservancy proposal to implement a St. Croix River watershed AIS Strategic Work Plan
10. **Agreement between Wild Rivers Conservancy and Chisago County***
11. EOR proposal for Point Intercept Surveys for Sunrise Lake
12. **Agreement between Emmons & Olivier Resources Inc. and Chisago County***

Action Requested/Recommended: The County Board is respectfully requested to approve the 2023 AIS Prevention Aid Program. The following motion/s is suggested:

"Move to Approve the 2023 Aquatic Invasive Species Prevention Aid Program including the specific agreements, personnel actions, and Memorandum of Understanding as presented at tonight's meeting:"

Or individually

(1) "Move to Approve 2023-2025 Delegation Agreement – AIS Prevention Inspection of Water-related equipment.

(2) "Move to Approve Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections."

(3) "Move to Approve Personnel Requisition for 1.5 F.T.E. Watercraft Inspectors (Level 2)."

(4) "Move to Approve Personnel Requisitions for 7 F.T.E Watercraft Inspectors (Level 1)."

(5) "Move to Approve transfer of up to $8,000 to the Chisago County Sheriff's Department for AIS enforcement related activities."

(6) "Move to Approve transfer of up to $3,000 from the Chisago Lakes Lake Improvement District for equipment operation and expenses."

(7) "Move to Approve transfer of $5,000 to the Chisago County Water Plan fund 611 for AIS administration/coordination activities."

(8) "Move to Approve Agreement between Wild Rivers Conservancy and Chisago County."

(9) "Move to Approve Agreement between Emmons & Olivier Resources Inc. and Chisago County."

Implications of Action: Recommended Board action would authorize Chisago County to implement the 2023 AIS Prevention Aid Program as outlined on a countywide basis. This includes watercraft inspections and decontamination, enforcement, communication and education, regional coordination and early detection activities.

***Budget/Financial Implications*:** Chisago County received an average annual allocation of $136,678 in State AIS designated funding since 2015. Chisago County will receive $134,391 in 2023. Additional program funding includes Comfort Lake Forest Lake Watershed District inspection services revenue up to $35,000 and a Chisago Lakes Lake Improvement District contribution of $3,000 toward equipment operation and expenses. As part of the program, up to $8,000 in grant dollars will be redirected to the County Sherriff's Department for enforcement related activities and $5,000 will be transferred to the Chisago County Water Plan fund 611 for AIS administration activities. County personnel/levy funds were previously approved (2023 budget) in support of the .25FTE fulltime enhancement of the AIS Specialist/Lead Watercraft Inspector role. It is anticipated that state AIS Prevention Aid funding will continue through 2023 and beyond.

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

Administrator's Recommendation

Approve CLS	Deny _____	Other _____

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

COUNTY OF CHISAGO

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

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

Bruce Messelt
County Administrator

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

Commissioner McMahon offered the following resolution and moved its adoption:

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

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

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

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

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

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

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

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

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

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

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

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

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

IN FAVOR THEREOF: Greene, McMahon, Montzka, Robinson, Walker
OPPOSED: None

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

Approved: August 20, 2014

Richard Greene
Chair, County Board

Attest: _____
Chase Burnham
Clerk, County Board

2023 Chisago County Proposed Watercraft Inspection Program

Program Implementation

To implement the watercraft inspection program in 2023, Chisago County plans to enter into a Joint Powers Agreement with the Minnesota Department of Natural Resources for authority to conduct watercraft inspections. Additionally, a partnership will be formed between Chisago County and the Comfort Lake Forest Lake Watershed District to inspect watercraft at public water accesses in the District.

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

Watercraft Inspections

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

Figure 1: Chisago County Watercraft Inspectors

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

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

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

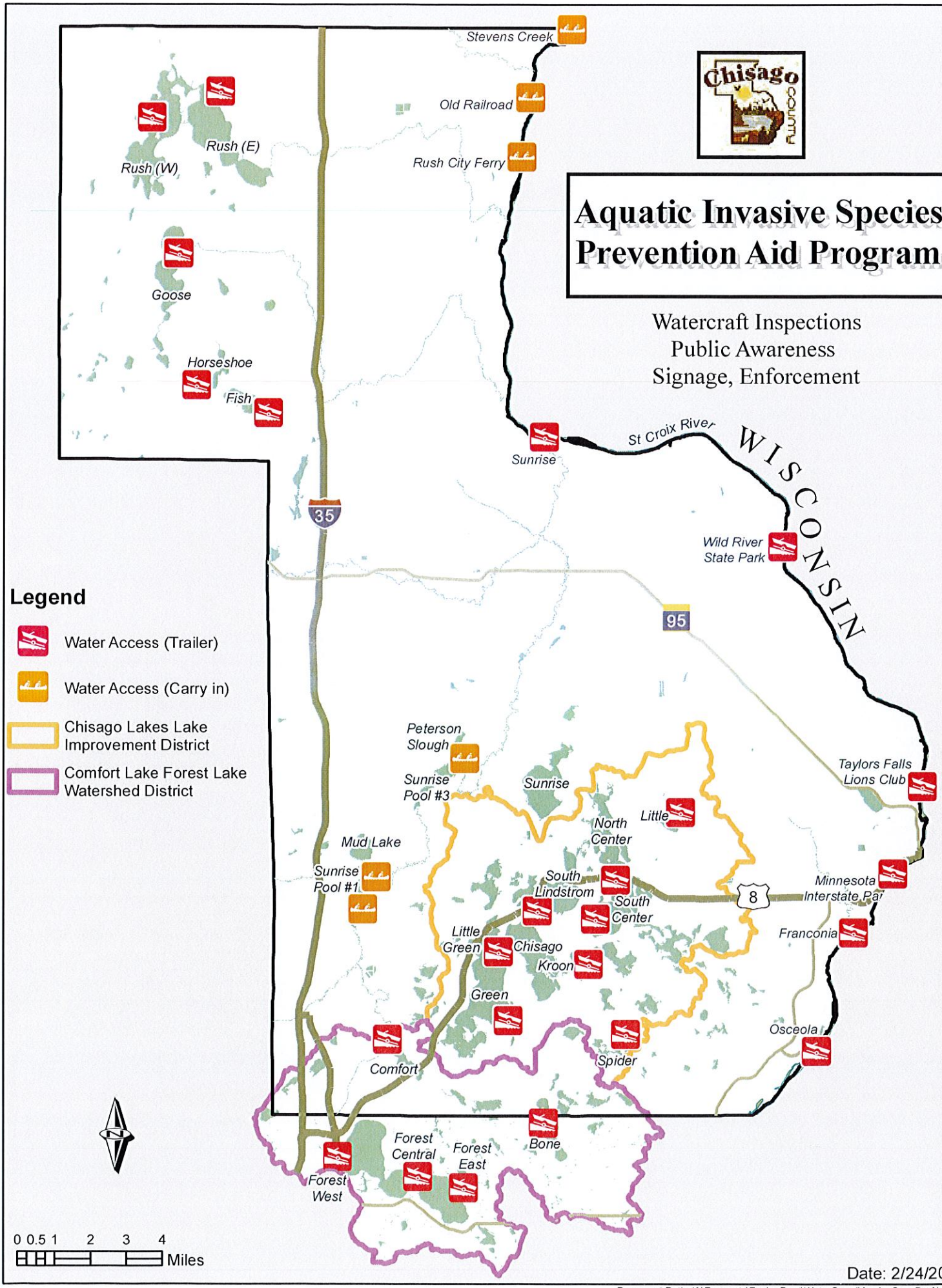
Inspections will take place at the following public water accesses:

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

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

Aquatic Invasive Species Prevention Aid Program

Watercraft Inspections
Public Awareness
Signage, Enforcement



Date: 2/24/2015

Document Path: K:\Requests\ZoningDept\WaterCoord\AquInvSpecPrvAid15.mxd

2023 Aquatic Invasive Species Prevention Aid Program

Income	
2023 AIS Prevention Aid Program	134,391
Carryover from 2022	58,231
Comfort Lake Forest Lake Watershed District	35,000
Chisago Lakes Lake Improvement District	3,000
Total Income	**230,622**
2023 Proposed Budget	
Education Outreach	
No Child Left Inside Grant - Outreach Education to Schools	
Publications/Brochures	3,673
Education/Supplies/Display	750
Conferences/Training	500
Subtotal	**4,923**
Watercraft Inspections	
(7) Level 1 Watercraft Inspectors - Equivalent to 6,440 hours	103,960
*2 Full-Time Level 1 Inspectors - CLFLWD 1,840 Hours	
*6 Full-Time Level 1 Inspectors - Chisago County 4,600 Hours	
(1.5) Level 2 Watercraft Inspector Decontamination - Equivalent to 1,260 hours	23,310
*1 Part-Time Level 2 Inspector - CLFLWD 350 Hours	
FICA, Medicare Match	11,000
(1) Full-Time Field Lead/Level 2 Watercraft Inspector/AIS Education Specialist - Equivalent of 1,560 hours	45,210
FICA, PERA, Social Security, Medicare Match, Insurance	
Uniforms & Supplies	2,000
Sherriff's Department Water Patrol Watercraft Inspections	8,000
CD3 Station	
Subtotal	**193,480**
Equipment	
Watercraft Inpector Tablets, Power Cords, Supplies	1,000
Truck, Decontamination Unit, Boat, Supplies, Gas/Oil	5,500
Subtotal	**6,500**
Early Detection, Rapid Response	
Zebra Mussel Plate Samplers	200
AIS Detector Program/Volunteer Training	400
Point Intercept Surveys	4,889
Zebra Mussel Veliger and Spiny Waterflea Sampling	
Rapid Response	0
Subtotal	**5,489**
Mileage	**500**
Postage	**100**
CLFLWD Reimbursement	**5,000**
St. Croix Basin AIS Coordination (Starry Trek, Early Detection)	**9,630**
Administration/Coordination	**5,000**
Contingency/Reserves	**0**
Total Expenses	**230,622**

DEPARTMENT OF NATURAL RESOURCES

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

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

Chisago County

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

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

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

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

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

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

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

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

2. TASKS AND RESPONSIBILITIES.

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

B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help the prevent the spread of AIS, guided by the three core principles stated above.

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

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

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31; 2025 . The agreement may be terminated with or without cause by 30-day written notice to the other Party.

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

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

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

To DNR:

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

To Governmental Unit:

Name/Title: Susanna Wilson Witkowski, Water Resource Manager

Governmental Unit: Chisago County

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

Address:

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

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

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

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

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

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

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

GOVERNMENTAL UNIT: Chisago County

By: _____

Title: _____

Date: _____

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: Director, Division of Ecological and Water Resources

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date: _____

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

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

RECITALS

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

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

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

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

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

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

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

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

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

TERMS

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

1. **SCOPE OF SERVICES.** Chisago County will provide the following

a. Chisago County will employ, train and supervise up to five part-time seasonal watercraft inspectors. The employees will provide watercraft inspections on the 4 public water accesses within the Washington County portion of the CLFLWD: Forest Lake (3 accesses) and Bone Lake, along with inspections at Comfort Lake.

b. Chisago County and CLFLWD will coordinate informally on the allocation of inspector hours to specific accesses and times. Chisago County will allocate at least 250 inspection hours to the Comfort Lake access and such allocation shall be independent of those inspection activities that CLFLWD may conduct on Comfort Lake

c. Chisago County agrees that boat launch inspections will be performed by Department of Natural Resources certified inspectors and that all inspection activity will be conducted in accordance with the Delegation Agreement between Chisago County and the DNR; Minnesota Statutes chapter 84D; and other applicable legal requirements. Inspectors will record inspection information in accordance with protocols identified in inspector training and for the purposes of: (a) enabling the performance and outcome of the program to be assessed; and (b) supporting any enforcement activity that may occur.

2. **FEES FOR SERVICES AND REIMBURSEMENT**

a. CLFLWD will reimburse Chisago County in an amount not to exceed $35,000 for those costs incurred by Chisago County for employing watercraft inspectors at an hourly rate of up to $23 per hour for Level 1 and Level 2 inspections.

b. Chisago County and CLFLWD each will bear its own administrative costs.

c. Chisago County will submit a reimbursement request to CLFLWD at mid-season and end of year for watercraft inspector wages and direct costs. Mileage will be reimbursed at the current IRS rate per mile. CLFLWD will pay Chisago County within 30 days of receiving a reimbursement request. Direct costs must be approved by CLFLWD and may include items such as uniforms or equipment purchases. The parties will agree on the disposition of any property purchased with funds provided under this Agreement.

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

4. CONTRACT TERM. The term of this agreement shall commence upon final signature and continue in full force and effect until the scope of service has been completed, or December 31, 2023, or the contract is terminated as provided herein, whichever occurs first. By December 31, 2023, Chisago County will report to CLFLWD on the inspection program. The parties will coordinate informally to determine the most useful framework and content of the report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By

_____
Chair of Chisago County Board

Date:

Attest by

_____
Clerk of Chisago County Board

Approved as to form and execution:

JANET REITER, CHISAGO COUNTY ATTORNEY

BY: _____
Jeffrey B. Fuge, Assistant County Attorney
Dated: February 16, 2023

Approved at the Comfort Lake Forest Lake Watershed District meeting this ___ day of February, 2023.

By _____
President of Comfort Lake-Forest Lake Watershed District

Date:

Approved as to form and execution:

_____

Attorney for
Comfort Lake-Forest Lake Watershed
Dated: _____

PERSONNEL REQUISITION

Date prepared: February 22, 2022

Position to be filled: Watercraft Inspector Level 1	No. Requesting: the equivalent of 3 positions at 40 hours per week minimum = 2,760 hours	Date to be filled: April 22, 2022

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position

☐ Replacement For Whom?

Hours of Work:	Hours per Week:	Grade Level:	Max Start Salary:
daylight – 7 days a week	40 hours per week minimum.		$15/hour. The hourly wage increases to $15.50 per hour if a Watercraft Inspector has worked for three or more consecutive years/seasons.

Name of Supervisor: Susanna Wilson Witkowski

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

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

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

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

Recruitment Selection: (check appropriate boxes)

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

Merit System

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

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

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level: Step Level: Starting Salary:

Start date:

Comments:

POSITION: Watercraft Inspector Level 1 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$13,800 per employee equivalent X 3 = $41,400

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

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 3 = $900	Details: Tablets to record survey data at accesses
☒	Other:	$400 X 3 = $1,200	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 3 = $2,100	

TOTAL COSTS:
$14,500 per employee equivalent X 3 = $43,500

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

This space is reserved for Human Resources comments:

TOTAL INCOME: $_____

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

Results of Denial:_____

PERSONNEL REQUISITION

Date prepared: February 22, 2022

Position to be filled: Watercraft Inspector Level 2	No. Requesting: the equivalent of 2 positions at 20 hours per week minimum, up to 35 hours per week = 2,520 hours	Date to be filled: April 22, 2022

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position

☐ Replacement For Whom?

Hours of Work: daylight – 7 days a week	Hours per Week: 20 hours per week minimum, up to 35 hours per week	Grade Level:	Max Start Salary: $17.50/hour

Name of Supervisor: Susanna Wilson Witkowski

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

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

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

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

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

Recruitment Selection: (check appropriate boxes)

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

Merit System

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

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

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level: Step Level: Starting Salary:

Start date:

Comments:

POSITION: Watercraft Inspector Level 2 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$14,700 per employee equivalent X 1.5 = $22,050

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

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 1.5 = $450	Details: Tablet to record survey data at access
☒	Other:	$400 X 1.5 = $600	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 1.5 = $1.050	

TOTAL COSTS:
$15,400 per employee equivalent X 1.5 = $23,100

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

This space is reserved for Human Resources comments:

TOTAL INCOME: $_____

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

Results of Denial:_____

MEMORANDUM OF UNDERSTANDING
BETWEEN
WILD RIVERS CONSERVANCY AND CHISAGO COUNTY

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

DELIVERABLES:

The Wild Rivers Conservancy will provide personnel and equipment to:

1. Coordinate among St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
2. Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival.
3. Coordinate and conduct zebra mussel veliger sampling on approximately fourteen Chisago County lakes/sites. (Specific lakes to be determined.)
4. Coordinate and conduct Spiny water flea tows on approximately fourteen Chisago County lakes/sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be determined.)
5. Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2023. We aim to reach 20 volunteers while visiting lakes determined by the MAISRC.
6. Coordinate and organize a 2023 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
7. Host at least one regional workshop in Chisago County in the spring of 2023, gathering citizen scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area. Previous workshop topics have been on Zebra mussels, Eurasian watermilfoil and invasive Phragmites.

Chisago County will:

1. Fully engage in the AIS Strategic Planning and implementation process and provide information as requested to complete and implement the AIS Strategic Plan.
2. Participate in the review and implementation of the AIS Strategic Plan.
3. Upon satisfactory completion of work, pay the Wild Rivers Conservancy limit not to exceed $9,630 during the Memorandum of Understanding period.

TERM OF CONTRACT:
The terms of this Memorandum of Understanding shall be from January 1, 2023 through December 31, 2023 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

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

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

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

Wild Rivers Conservancy:

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

Chisago County:

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

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

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators. Wild Rivers Conservancy will provide Chisago County with a certificate of insurance that names Chisago County as an additional insured to evidence such liability coverages.

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

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

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

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

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

CHISAGO COUNTY:

By: _____

Ben Montzka, Chairman — Date
Chisago County Board of Commissioners

Witnessed: _____

Clerk to the Board — Date

WILD RIVERS CONSERVANCY

By: _____

Chair, Wild Rivers Conservancy — Date

Reviewed: _____

Witnessed: Executive Director — Date

REVIEWED AS TO FORM:

Jeffrey B. Fuge — February 16, 2023

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

EXHIBIT A

WILD RIVERS
ST. CROIX CONSERVANCY NAMEKAGON

February 1, 2023

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

Dear Ms. Wilson Witkowski:

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

Our previous efforts have shown that there is a need for continued coordinated efforts to reduce the impacts, slow the spread, and/or reduce the devastation caused by AIS. Looking ahead for 2023, The Conservancy seeks to:

- Coordinate among St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
- Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival.
- Coordinate and conduct Zebra mussel veliger sampling on approximately eleven Chisago County lakes/sites. (Specific lakes to be determined).
- Coordinate and conduct Spiny water flea tows on approximately 14 Chisago County lakes/ sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be determined).
- Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2023. We aim to reach 20 volunteers while visiting lakes determined by MAISRC.
- Coordinate and organize a 2023 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
- Host at least one regional workshop in Chisago County in the spring of 2023, gathering community scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area.

The Conservancy requests **$9,630.00 from Chisago County AIS** to work with Chisago County to see that the above goals, strategies, and actions are implemented in Chisago County.

Breakdown of the funding is located in the chart below:

Activity	Activity Description	Total Activity Cost	Chisago County AIS Funds Requested
General Support for Regional AIS Coordination	**$3,000.00** for general coordination and inclusion in regional work, this includes the regional AIS workshop for 2023, Decontamination Blitz weekend and public outreach events.	**$3,000.00**	**$3,000.00**
Zebra mussel Early Detection	$1,400 sample processing ($100/ sample, 14 lakes/sites) +$330 mileage (@ $0.655/mi for 500 miles total) +$1,000 sampling time (1 boat driver, 1 sampler @$25/hr each for 40 hrs) **=$2,680.00**	**$2,730.00**	**$2,730.00**
Spiny water flea Early Detection	**$1,400** sample processing ($100/ sample, 14 lakes/sites)	**$1,400.00**	**$1,400.00**
Starry Trek	$2,500.00 coordination & hosting time (50 hrs @ $50/hr) **=$2,650.00**	**$2,500.00**	**$2,500.00**

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

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

Sincerely,

Deb Ryun

Deb Ryun, Executive Director

memo

Project Name |	2023 Chisago County Point-Intercept Surveys	**Date** |	1/6/2023
To / Contact info |	Susanna Wilson		
Cc / Contact info |			
From / Contact info |	Greg Graske, PE, Jimmy Marty		
Regarding |	Sunrise Lake Point-Intercept Survey – Cost Estimate		

EOR was requested to provide aquatic macrophyte point-intercept survey cost estimates for both boat and canoe surveys of Sunrise Lake for consideration by the County. An optional web mapping task is also provided. Costs for performing these surveys are described below.

Proposed Tasks & Assumptions

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

Task 1: Sunrise Lake Aquatic Plant Point-Intercept Survey – County Boat

Sunrise Lake is approximately 796 acres, of which 712 acres are considered littoral and mostly less than 5-feet deep. Limited water quality data suggests near-median water clarity. Based on the depth and clarity of the lake, abundant aquatic plant growth in July/August is likely throughout the lake (unless dominated by curly-leaf pondweed, which dies back by July). To estimate the effort needed to conduct the survey, EOR created a 150 x 150 meter point-intercept sampling grid that was overlaid onto the surface area of the lake. This point interval is wider than typical, but suitable for Sunrise Lake due to the uniformity of depth and its wide, contiguous basin. A more typical 100 x 100 meter grid is proposed for the northeast bay, where bathymetry is more varied and there is a higher shoreline to open water ratio. It is assumed that there will be approximately 170 sampling points in the littoral zone (with additional sampling locations added at near-shore locations where aquatic plant diversity is typically highest). Field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take 18 hours over two days. This level of effort considers the likely high frequency of plants throughout the shallow lake. An additional 9 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee- 27 hours including report summary, mileage, and GPS rental = $4,374
Assumptions: Access to Sunrise Lake will be secured by the County; at least one County staff member will assist with the survey and will provide a boat to conduct the work

Task 2: Sunrise Lake Aquatic Plant Point-Intercept Survey – Canoe
This task includes the same sampling grid for Sunrise Lake as described in Task 2, but the survey would be completed by canoe instead of boat. The survey is expected to take approximately twice as long via canoe, with a total of 38 hours over four days. This level of effort also accounts for potential difficulty in accessing the lake and inefficiencies of navigating the canoe on a lake with significant wind fetch. An additional 9 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee-47 hours including report summary, mileage, and GPS rental = $7,668
Assumptions: Access to Sunrise Lake will be secured by the County; at least one County staff member will assist with the survey

Task 3: Web Mapping
EOR will create an interactive web map of 2023 aquatic macrophyte point-intercept survey data for Sunrise Lake. The web map will include point data that users can click to view all species and vegetation densities observed at a given point. A link to the web map will be included in the 2023 summary memo for each lake. The link will be publicly accessible. Map presentation will use a similar style to the web map delivered in 2022.

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

EOR Fee-3.5 hours = $515

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

THIS AGREEMENT is made and entered into by Emmons & Olivier Resources, Inc., hereinafter referred to as "EOR", located at 7030 6th Street North, Oakdale, Minnesota, 55128, and Chisago County, located at 313 North Main Street, Center City, 55012, for implementation of 2023 Point-Intercept Surveys for Chisago County.

DEFINITION:

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

DELIVERABLES:

EOR will provide personnel and equipment to:

1. Conduct an aquatic macrophyte point-intercept survey for Sunrise Lake in Chisago County in 2023.
2. Develop maps in GIS and provide a summary memo describing the distribution, density and floristic quality of the aquatic plant community for Sunrise Lake in Chisago County in 2023.
3. Develop an interactive web map of 2023 aquatic macrophyte point-intercept survey data for Sunrise Lake in Chisago County.

This work performed and the maps developed will be consistent with the description provided in EOR Memo dated January 6, 2023, which is attached hereto as Exhibit A and incorporated herein.

Chisago County will:

1. Provide staff and use of the Chisago County water resources boat to assist with conducting an aquatic macrophyte point-intercept survey for Sunrise Lake in Chisago County in 2023.
2. Pay a sum not to exceed $4,889.00 to EOR upon satisfactory completion of work during the contract period.

DURATION OF CONTRACT:

The terms of this Agreement shall be from January 1, 2023 through December 31, 2023 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

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

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

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

Emmons & Olivier Resources, Inc.

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

Chisago County

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

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

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators. EOR will provide Chisago County with a certificate of insurance naming Chisago County as an additional insured to evidence such liability coverages.

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

Our company is a collaborator with the University of Minnesota's aquatic plant survey database project. By default, survey data will be shared with the researchers and made

available on a public database to inform management and monitor long-term trends. If you do not wish to share your survey data, please notify us in writing.

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

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

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

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

CHISAGO COUNTY:

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

Witnessed: _____
Clerk to the Board Date

EMMONS & OLIVIER RESOURCES, INC.

By: _____
Emmons & Olivier Resources, Inc. Date

APPROVED AS TO FORM:

JANET RENTER, CHISAGO COUNTY ATTORNEY

By: _____ February 16, 2023
Jeffrey B. Fuge Date
Assistant County Attorney

EXHIBIT A

memo

EOR water ecology community

Project Name |	2023 Chisago County Point-Intercept Surveys	**Date |**	1/6/2023
To / Contact info |	Susanna Wilson		
Cc / Contact info |			
From / Contact info |	Greg Graske, PE, Jimmy Marty		
Regarding |	Sunrise Lake Point-Intercept Survey – Cost Estimate		

EOR was requested to provide aquatic macrophyte point-intercept survey cost estimates for both boat and canoe surveys of Sunrise Lake for consideration by the County. An optional web mapping task is also provided. Costs for performing these surveys are described below.

Proposed Tasks & Assumptions

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

Task 1: Sunrise Lake Aquatic Plant Point-Intercept Survey – County Boat
Sunrise Lake is approximately 796 acres, of which 712 acres are considered littoral and mostly less than 5-feet deep. Limited water quality data suggests near-median water clarity. Based on the depth and clarity of the lake, abundant aquatic plant growth in July/August is likely throughout the lake (unless dominated by curly-leaf pondweed, which dies back by July). To estimate the effort needed to conduct the survey, EOR created a 150 x 150 meter point-intercept sampling grid that was overlaid onto the surface area of the lake. This point interval is wider than typical, but suitable for Sunrise Lake due to the uniformity of depth and its wide, contiguous basin. A more typical 100 x 100 meter grid is proposed for the northeast bay, where bathymetry is more varied and there is a higher shoreline to open water ratio. It is assumed that there will be approximately 170 sampling points in the littoral zone (with additional sampling locations added at near-shore locations where aquatic plant diversity is typically highest). Field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take 18 hours over two days. This level of effort considers the likely high frequency of plants throughout the shallow lake. An additional 9 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee- 27 hours including report summary, mileage, and GPS rental = $4,374
Assumptions: Access to Sunrise Lake will be secured by the County; at least one County staff member will assist with the survey and will provide a boat to conduct the work

Task 2: Sunrise Lake Aquatic Plant Point-Intercept Survey – Canoe
This task includes the same sampling grid for Sunrise Lake as described in Task 2, but the survey would be completed by canoe instead of boat. The survey is expected to take approximately twice as long via canoe, with a total of 38 hours over four days. This level of effort also accounts for potential difficulty in accessing the lake and inefficiencies of navigating the canoe on a lake with significant wind fetch. An additional 9 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee-47 hours including report summary, mileage, and GPS rental = $7,668
Assumptions: Access to Sunrise Lake will be secured by the County; at least one County staff member will assist with the survey

Task 3: Web Mapping
EOR will create an interactive web map of 2023 aquatic macrophyte point-intercept survey data for Sunrise Lake. The web map will include point data that users can click to view all species and vegetation densities observed at a given point. A link to the web map will be included in the 2023 summary memo for each lake. The link will be publicly accessible. Map presentation will use a similar style to the web map delivered in 2022.

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

EOR Fee-3.5 hours = $515

Chisago County Request For Board Action

Meeting Date: March 1, 2023	***Item Number:*** **11**
Title of Item for Consideration: Request for the MPCA Replacing Failing Septic Systems to Protect Groundwater Grant	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning
Previous Action on this Matter: None	

Background: The Minnesota Pollution Control Agency (MPCA) recently launched the *Replacing Failing Septic Systems to Protect Groundwater Request for Proposals (RFP)* to distribute grants to county Subsurface Sewage Treatment System (SSTS) programs. In total, $2,000,000 in funding is available to counties for grants to low-income landowners to address septic systems that pose an imminent threat to public health or safety (ITPHS) or are failing to protect groundwater (FTPGW). Counties that receive the grants will locate low-income landowners with septic systems that are considered ITPHS or FTPGW (Minn. R. 7080.1500 subp. 4) and distribute fix-up grants. The project is funded via Minnesota Session Laws 2022, Chp. 94, Sec. 2, Subd. 10h.

The maximum and minimum individual county grant award amounts are $750,000 and $100,000, respectively. No match is required. Grant funding for eligible costs will be paid upon completion of individual SSTS installations with approved invoices. Final payments must be made by June 30, 2025, and invoices will be due no later than May 31, 2025. The grant application deadline is Tuesday, March 7, 2023.

Chisago County ESD Water Resources and Sanitarian staff are seeking authorization to submit a grant application request for the *MPCA Replacing Failing Septic Systems to Protect Groundwater Grant*. As no match is required, staff requests no additional levy dollars to match the grant to assist in funding and enhancing the current county SSTS programming.

A successful grant application will serve to supplement current ongoing SSTS and water quality programming. Added background in these program areas includes:

- In addition to septic compliance and enforcement inspections, Chisago County implements point of sale inspections for new or existing system installation, and septics loans and grants. Chisago County has received funding since 2013 to implement the SSTS Program from the Minnesota Board of Water and Soil Resources through the Natural Resources Block Grant program to improve water quality by providing funds to real property owners to upgrade SSTS which have been determined to be ITPHS or FTPGW. Since 2013, Chisago County has received eleven grants and assisted 69 homeowners in the county to upgrade SSTS totaling $298,247 dollars.

- Providing grants to low-income homeowners in Chisago County through the MPCA RFP will further allow the County to implement the goals related to SSTS in the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP – "1W1P") and Chisago County Local Priorities Appendix D.

- The reduction of contamination from SSTS is identified as a goal for the LSC CWMP "1W1P" Groundwater resource area, as groundwater quality is impacted by land use and

contamination in the LSC. Addressing non-compliant SSTS that pose a threat to lakes is also a goal for the Lakes resource area, as lake water quality is degraded, threatened, or in need of protection in the LSC.

Staff recommends requesting $250,000 in grant funding to provide up to 12 grants to low-income landowners and properties that are ITPHS and FTPGW through the MPCA Replacing Failing Septic Systems to Protect Groundwater grants. County staff estimates it will cost an average of $20,000 to fix/upgrade each low-income property. To further the potential for grant request success, the county staff will prioritize properties that contain SSTS located in census tract 1102.01, located in the northeast corner of Chisago County. Census tract 1102.01 is identified as an Environmental Justice, People in poverty area of concern on the MPCA Understanding environmental justice in Minnesota website. Staff will promote the program by notifying county townships and cities about the grants available and posting information on the county website and through county social media posts.

***Attachment(s)*:**

- MPCA Replacing Failing Septic Systems to Protect Groundwater Request for Proposals
- MPCA Replacing Failing Septic Systems to Protect Groundwater Sample Grant Agreement
- MPCA Replacing Failing Septic Systems to Protect Groundwater Grant Draft Application *
- Chisago County Census Tract 1102.01

Actions Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider authorizing completion and submittal of MPCA Replacing Failing Septic Systems to Protect Groundwater Grant Application. The suggested motion to approve this action is as follows:

"Move to Authorize Chisago County staff to finalize and submit a $250,000 MPCA Replacing Failing Septic Systems to Protect Groundwater Grant application as presented at tonight's meeting:"

Implications of Action: Recommended Board action would authorize Chisago County to apply for additional State Grant funding to implement and enhance existing countywide SSTS grant and loan programming. If this grant application is successful, State Grant Contract(s) and funding award acceptance actions are anticipated.

Budget/Financial Implications: Staff requests no additional levy dollars, and no match is required for the requested grant application authorization(s). Water Resources and SSTS staffing support will provide in-kind administration and support to a successful grant application request.

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

Administrator's Recommendation

Approve CBS	Deny _____	Other _____

Motion By:	Seconded by:

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

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Replacing Failing Septic Systems to Protect Groundwater

Request for Proposals (RFP)

The RFP assists applicants in applying for state grants. This document describes the Replacing Failing Septic Systems to Protect Groundwater RFP, including information on who may apply for funding, priorities, activities eligible for funding and other information that will help the applicants plan their project and submit a competitive application. Applications are due no later than **Tuesday, March 7, 2023, 4:00 PM Central Time (CT).**

The applicant should check the SWIFT Supplier Portal for any updates, including questions and answers and addendums.

Contents

The Grant application form, Appendix, Census Tract Data Spreadsheet, and Sample Grant agreement can be found in the SWIFT Supplier Portal.

1. Project overview

The MPCA will distribute grants to county Subsurface Sewage Treatment System (SSTS) programs. Those County programs will then locate low-income landowners, within the county jurisdiction, with septic systems that are considered Imminent Threats to Public Health and Safety (ITPHS) or Failing to Protect Groundwater (FTPGW) (Minn. R. 7080.1500 subp. 4) and distribute fix-up grants.

This project was funded via Minnesota Session Laws 2022, Chp. 94, Sec. 2, Subd. 10h:
"$2,000,000 the second year is from the trust fund to the commissioner of the Pollution Control Agency to counties for grants to low-income landowners to address septic systems that pose an imminent threat to public health or safety or fail to protect groundwater."

This funding will allow counties to apply for larger amounts of low-income grant money than are normally available through existing low-income grant programs and subsequently upgrade, or fix, a greater number of

noncompliant SSTS, owned by low-income landowners, within the county. Grants may be awarded without a list of specific noncompliant SSTS or properties and may be submitted for reimbursement by the county at any time within the duration of the grant period. Work on projects using these funds, and the corresponding reimbursement requests must be submitted to MPCA Accounts Payable and the MPCA Authorized Representative by May 31, 2025.

2. Funding

Maximum and minimum award

Maximum award is $750,000

Minimum award is $100,000. Applicants asking for less than the minimum will be deemed ineligible.

Match requirement

No match required

Payment schedule

Grant funding for eligible costs will be paid upon completion of individual SSTS installations with approved invoices. Final payments must be made by June 30, 2025, as such invoices submitted for approval will be due no later than May 31, 2025. Invoices are sent directly to MPCA Accounts Payable and copied to the MPCA Authorized Representative.

3. Eligible and ineligible applicants

Eligible applicants

Counties, with SSTS programs, in the State of Minnesota. This may include organizations, such as Soil and Water Conservation Districts (SWCD), that have been delegated countywide SSTS authority.

Ineligible applicants

- Local Governmental Units (LGU) responsible for SSTS permitting that are not responsible for the county SSTS program (e.g., Cities, Townships, Sewer Districts, etc.).
- Entities that are currently suspended or debarred by the State of Minnesota and/or the federal government are ineligible applicants.
- The MPCA may also deem an applicant ineligible because of, but not limited to: enforcement issues, labor standards, tax status, or other such issues.

4. Eligible and ineligible projects

Eligible projects

Projects that will distribute grant funding to low-income landowners with failing SSTS (ITPHS or FTPGW) as documented by an MPCA existing system compliance inspection. Specifically, only projects meeting all the following criteria are eligible for reimbursement:

- Properties where the landowner is low-income (using the county's chosen low-income thresholds)
- Homesteaded single-family homes or duplexes (clustered solutions are allowed)
- Properties with failing SSTS (ITPHS or FTPGW) as documented by an MPCA existing system compliance inspection (deemed noncompliant)

Ineligible projects

Projects that do not meet the eligible project requirements as listed above. Applications without all forms submitted will be deemed ineligible.

5. Eligible and ineligible costs

Eligible costs

Any cost that is directly related to the project and not deemed ineligible below or by MPCA staff.

Ineligible costs

Ineligible costs include costs that are not directly related to the project. The following costs, including but not limited to, even if they are directly related to the project, are ineligible:

- Grant and Contract administration costs by the County
- Wages and expenses of salaried County employees
- Wages and expenses of contracted County SSTS staff
- Fringe benefit expenses
- County equipment, tools, materials, and supplies
- Capital expenditures for facilities, equipment, and other capital assets
- Publication and printing/copying expenses
- In-state transportation and travel expenses such as lodging, meals, and mileage of County personnel directly involved in the Project
- Any expenses incurred before the contract is fully executed including applicant's expense for preparing the eligibility and cost applications
- Any expenses incurred during work plan application and final work plan development
- Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees
- Attorney fees
- Engineering/consultant fees
- Employee worksite parking
- Lobbying, lobbyists and political contributions
- Mark-up on purchases and/or subcontracts
- Taxes, except sales tax on eligible equipment and expenses
- Activities associated with permit fees
- Activities addressing enforcement actions or that involve a financial penalty
- Memberships (including subscriptions and dues)
- Reimbursement to non-staff stakeholders for their attendance at stakeholder participation meetings
- Food (other than staff per diem)
- Alcoholic refreshments
- Entertainment, gifts, prizes and decorations
- Merit awards and bonuses
- Donations and fundraising
- Computer(s), tablets, and software, unless unique to the project and specifically approved by the MPCA as a direct expense
- Purchase or rental of mobile communication devices such as pagers, cell phones, and personal data assistants (PDAs), unless unique to the project and specifically approved by the MPCA.

6. Priorities

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

The MPCA is committed to ensuring environmental and human health risks do not have a disproportionate impact on any group of people, the principle of environmental justice. This means that all people regardless of their race, color, national origin, or income benefit from equal levels of environmental protection and have opportunities to participate in decisions that may affect their environment or health. To learn more, visit: https://www.pca.state.mn.us/about-mpca/mpca-and-environmental-justice.

Projects benefitting underserved communities and areas of concern for environmental justice will be rated higher. The MPCA considers communities with higher concentrations of low-income residents and people of color, including tribal communities, to be areas of concern for environmental justice. MPCA's criteria and interactive mapping tool can be found at Understanding environmental justice in Minnesota (arcgis.com).

7. Application instructions

All applicants must complete the grant application and submit all required information and forms. Applications without all forms submitted will be deemed ineligible.

8. Application submission instructions

Applications must be received electronically by the MPCA no later than **Tuesday, March 7, 2023, 4:00 PM CT.** Application submissions received after the deadline will not be considered eligible.

Applications must be submitted through the SWIFT Supplier Portal. Note: The RFP is termed an "Event" within SWIFT. MPCA is not responsible for any errors or delays caused by technology-related issues.

Applicants do not need to log in to view the RFP and associated documents in the SWIFT system. Applicants interested in applying will need to register as a bidder in the system by clicking on the SWIFT Supplier Portal, then *Register for an Account and Register as a Bidder.*

Note: If an applicant is already registered in the SWIFT system as a Supplier, they do not need to register as a bidder. They will need their Supplier ID.

Questions regarding submitting an application can be directed to the Vendor Assistance Help Desk at 651-201-8100, option 1 or by clicking on *Supplier Portal Help* within the SWIFT Supplier Portal.

Applications submitted via any other method, including but not limited to email, fax, mail, in-person deliveries, will not be accepted.

9. Application questions

The MPCA is obligated to be transparent in all aspects surrounding grant work. To meet this obligation, all questions must be submitted in the same manner, and answers are only provided via the SWIFT Supplier Portal. It is the applicant's responsibility to check the SWIFT Supplier Portal and the Minnesota Pollution Control Agency (MPCA) Replacing Failing Septic Systems to Protect Groundwater webpage for the most recent updates.

Applicants who have any questions regarding this RFP must email questions to grants.pca@state.mn.us, subject line: "**FFY 23 Replacing Failing Septic Systems**", no later than **Monday, February 27, 2023 at 4:00pm CT.** Answers to questions will be posted frequently in the SWIFT Supplier Portal.

MPCA personnel are not authorized to discuss this RFP with applicants outside of the question and answer forum. Contact regarding this RFP with any MPCA personnel may result in disqualification.

10. Application review process

Formal review of applications will be conducted by a team of MPCA staff and community-based grant reviewers. Late proposals will not be considered for review.

In addition to the ability to partially award projects, the MPCA reserves the right to withdraw the award offer or refrain from awarding a grant in the event that program funding is made unavailable or none of the proposed projects meet the requirements of the grant. If the MPCA concludes that no project has sufficient potential to implement the desired environmental outcome in Minnesota, the MPCA may or may not reinitiate the RFP process. In the event that additional funding is made available, the MPCA reserves the right to award additional grant funds to eligible applicants who were not originally funded.

In the event two applicants are tied and there isn't sufficient funding to award both projects, the MPCA will select the applicant with the highest score in the following criteria, in descending order, until a winner is able to be determined:

- Total project area low income (less than 185% of the federal poverty level) population located within EJ areas containing SSTS
- Number of "shovel-ready" projects

Notification

The MPCA anticipates notifying applicants of award status within six to eight weeks after closing of the application period. Applicants selected for funding will be contacted concerning the next steps in the award process, including execution of the appropriate agreements with follow-up by the grantee within a reasonable time frame.

11. Grantee responsibilities

Awardees are required to be a registered vendor in SWIFT and will sign the grant agreement using Docusign.

Grant agreement

Each awardee must enter into a grant agreement. The agreement will address the conditions of the award. Once the agreement is signed, the recipient is expected to comply with all conditions.

Attribution requirement

Landowner application forms must contain the Environment and Natural Resources Trust Fund Logo or attribution statement (logo and attribution language information located at - https://www.lccmr.mn.gov/pm_info/enrtf_acknowledgement_requirements_and_guidelines.pdf)

Reporting requirements

County reporting on completed projects, contract spending status, and Septic System Improvement Estimator results to date must be submitted to the MPCA Project Manager on the designated reporting form by the following dates:

- Calendar Year 2023 reporting to MPCA Project Manager is due by Feb. 28, 2024
- Calendar Year 2024 reporting to MPCA Project Manager is due by Feb. 28, 2025
- Final Project reporting to MPCA Project Manager is due by June 30, 2025

Grantees must also submit documentation, separate from the above annual reporting, to MPCA Accounts Payable for each system completed to be reimbursed for project costs. Email updates about the status of the project are required to be provided to the MPCA Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The MPCA Authorized Representative will not approve an invoice through the state

system without this project update. Required documentation will be the verification of initial system status (Notice of Noncompliance showing ITPHS or FTPGW), documentation of project cost, amount of reimbursement funding requested (no greater than 100% of project cost), and final Certificate of Compliance demonstrating project completion.

Public data

Applications are private or nonpublic until opened. Once the applications are opened, the name and address of the applicant and the amount requested is public. All other data in an application is private or nonpublic data until all agreements are fully executed. After all agreements are fully executed, all remaining data in the applications is public with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. A statement by a grantee that the application is copyrighted or otherwise protected does not prevent public access to the application (Minn. Stat. § 13.599, subd. 3).

Conflict of interest

We will take steps to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per Minn. Stat.§16B.98 and Conflict of Interest Policy for State Grant-Making.

Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties
- a grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is suspected, disclosed, or discovered, the applicants or grantees will be notified and actions may be pursued, including but not limited to disqualification from eligibility for the grant award or termination of the grant agreement.

Grant Monitoring

Minn. Stat. §16B.97 and Policy on Grant Monitoring require the following:

- One monitoring visit during the grant period on all state grants of $50,000 and higher
- Annual monitoring visits during the grant period on all grants of $250,000 and higher
- Conducting a financial reconciliation of grantee's expenditures at least once during the grant period on grants of $50,000 and higher. For this purpose, the grantee must make expense receipts, employee timesheets, invoices, and any other supporting documents available upon request by the State.

The monitoring schedule will be determined at a later date.

Grantee Bidding Requirements

Grantees that are municipalities must follow:

- The contracting and bidding requirements in the Uniform Municipal Contracting Law as defined in Minn. Stat.§471.345
- The requirements of prevailing wage for grant-funded projects that include construction work and have a total project cost of $25,000 or more, per Minn. Stat. §§177.41 through 177.44 These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

Audits

Per Minn. Stat. § 16B.98 Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement

will last for a minimum of six years from the grant agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Affirmative Action and Non-Discrimination requirements for all Grantees:

A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minn. Stat. §363A.02. The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3500.

C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Voter Registration Requirement:

The grantee will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by the grantee.

MINNESOTA POLLUTION CONTROL AGENCY

ENVIRONMENT AND NATURAL RESOURCES TRUST FUND

Exhibit A: Application evaluation score sheet

A 100 – point scale will be used to evaluate eligible applications and develop final recommendations.

Category and Point Assignment	Maximum points
Project has clearly defined objectives, tasks that describe how those objectives will be met, and a realistic timeframe. (15 of 50 points) In addition to the 15 general project points, specific points in this category will be awarded for each of the following 3 criteria. Awarded amounts will be determined based on the explanation of how each of the categories will be targeted and prioritized (include in overall project narrative) - • Project targets areas of concern for environmental justice. (15 of 50 points) • Project targets watershed Assessment Units (AUID) with identified Escherichia coli (E. coli), fecal coliform, or nutrient surface water impairments. (10 of 50 points) • Project targets SSTS Area or Community of Concern as previously identified by the County in MPCA reporting. (10 of 50 points)	50
Total project area low income (less than 185% of the federal poverty level) population located within EJ areas containing SSTS. • Population ≤1,000 – 2 Points • Population 1,001 – 2,000 - 4 Points • Population 2,001 – 4,000 - 6 Points • Population 4,001 – 8,000 - 8 Points • Population >8,000 – 10 Points	10
Total number of low-income landowner SSTS fixes proposed to be completed with this funding. • 1-5 fixes – 2 Points • 6-10 fixes – 4 Points • 11-15 fixes – 6 Points • 16-30 fixes – 8 Points • 31+ fixes – 10 Points	10
Number of "shovel-ready" SSTS construction projects identified in application (i.e. homeowners have been identified as low-income, previous SSTS has been deemed an ITPHS or FTPGW, design submitted and construction permit granted). • 2 points per project (maximum 10 points)	10
Number of watershed Assessment Units (AUID) with identified Escherichia coli (E. coli), fecal coliform, or nutrient surface water impairments is encompassed by, or contained by the project boundary. (MPCA impaired waters and watersheds can be identified at - https://www.pca.state.mn.us/air-water-land-climate/minnesotas-impaired-waters-list) • 0-4 AUID – 1 Points • 5-9 AUID – 2 Points • 10-20 AUID – 3 Points • 21-35 AUID – 4 Points • 36+ AUID – 5 Points	5
Number of dwellings/residences within the County located within an SSTS Area or Community of Concern as previously identified by the County in MPCA reporting. • 0-19 dwellings/residences – 1 Point • 20-99 dwellings/residences – 2 Points	5

• 100-300 dwellings/residences – 3 Points • 301- 999 dwellings/residences – 4 Points • 1000+ dwellings/residences – 5 Points	
County Employees, or county hired contractors, that will complete LGU work on the project are well-qualified for their roles with the knowledge, skills and abilities to carry out the project successfully	5
Number of SSTS upgrades completed with previous low-income distributions (Clean Water Funds via Natural Resources Block Grants distributed by Minnesota Board of Soil and Water Resources) • 1-13 upgrades – 1 Point • 14-26 upgrades – 2 Points • 27-38 upgrades – 3 Points • 39-52 upgrades – 4 Points • 53+ – 5 Points	5
Total score	100

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Grant Agreement

State of Minnesota

Doc Type: Contract/Grant Reference

SWIFT Contract number:

AI:

Activity ID:

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 ("MPCA" or "State"), and *name and address* ("Grantee"). (Note: All Minnesota Statute references can be found on the Minnesota Office of the Revisor of Statutes website at https://www.revisor.mn.gov/.)

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the *project name*
3. Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98, subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

1.1 ***Effective date: start date***, Per Minn. Stat.§16B.98, subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.

1.2 ***Expiration date: end date***, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of terms.*** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A**, which is attached and incorporated into this grant agreement.

3. Time

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

4. Consideration and payment

4.1 ***Consideration***. The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement.

(b) Travel expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed $0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed ***$dollar amount***.

4.2 ***Payment***

(a) Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon completion of services.

The MPCA shall withhold a minimum of 10% (ten percent) of the grant award, until the MPCA is satisfied that the project has been completed according to the terms of this grant agreement, including expenditure or performance of all required match.

Email updates about the status of the project are required to be provided to the MPCA Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The MPCA Authorized Representative will not approve an invoice through the state system without this project update.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Contract No.
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

(b) The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 ***Contracting and bidding requirements***

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work and have a total project cost of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid

submittals.

(b) The grantee must not contract with vendors who are suspended or debarred in Minnesota (found on the Minnesota Department of Administration website at http://www.mmd.admin.state.mn.us/debarredreport.asp).

5. Conditions of payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is *name, address, phone, email* or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is *name, address, phone, email* or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement complete

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

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

7.3 ***Change Orders.*** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 ***Waiver.*** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.5 ***Grant Agreement complete.*** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

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

9. State audits

Under Minn. Stat. § 16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government data practices and intellectual property

10.1 ***Government data practices***. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant

agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 ***Intellectual property rights***

(a) Intellectual property rights. The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

(1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.

(2) **Representation**. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

(3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' compensation

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

12. Publicity and endorsement

12.1 ***Publicity***. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 ***Endorsement***. The Grantee must not claim that the State endorses its products or services.

13. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 ***Termination by the State.*** The State may immediately terminate this grant agreement with or without cause, upon 30-days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for cause.*** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 ***Termination for insufficient funding***. The State may immediately terminate this grant agreement if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Reporting requirements

County reporting on completed projects, contract spending status, and Septic System Improvement Estimator results to date must be submitted to the MPCA Project Manager on the designated reporting form by the following dates:

- Calendar Year 2023 reporting to MPCA Project Manager is due by Feb. 28, 2024
- Calendar Year 2024 reporting to MPCA Project Manager is due by Feb. 28, 2025
- Final Project reporting to MPCA Project Manager is due by June 30, 2025

Signatures

MINNESOTA POLLUTION CONTROL AGENCY

520 Lafayette Road North
St. Paul, MN 55155-4194

Replacing Failing Septic Systems to Protect Groundwater Application

FY 2023

Doc Type: Grant Application

Instructions: Read the complete *Request for Proposal (RFP), Appendix, and Census Tract Data Spreadsheet* before submitting this application.

Check the SWIFT Supplier Portal and the Minnesota Pollution Control Agency (MPCA) Replacing Failing Septic Systems to Protect Groundwater webpage for the most recent updates.

Applications are due no later than 4:00 p.m. Central Standard Time (CT) on Tuesday, March 7, 2023.

Submit application and any necessary attachments (as Microsoft Word and Excel documents) per the instructions listed in Section 7 and 8 of the RFP.

Funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

ENVIRONMENT AND NATURAL RESOURCES TRUST FUND

1. Project information

Organization name: _____

Organization address: _____

City: _____ State: _____ Zip code: _____ County: _____

Contact name: _____ Title: _____

Phone: _____ Email address: _____

Grant requested: $ _____ = Total project cost: $ _____

	Eligible Project Requirements	Yes	No
1.	Does the applicant commit to fixing SSTS that have been deemed Failing to Protect Groundwater or an Imminent Threat to Public Health or Safety (must have been issued a Notice of Noncompliance)?	☐	☐
2.	Does the applicant commit to fixing SSTS at properties where the landowner is low-income (using the county's chosen low-income thresholds)?	☐	☐
3.	Does the applicant commit to fixing SSTS at homesteaded single-family homes or duplexes (clustered solutions are allowed)?	☐	☐
4.	Does the applicant commit to including Environment and Natural Resources Trust Fund Logo or attribution statements on landowner application forms?	☐	☐

Application must be checked yes for all project requirements to be considered eligible.

Project Title:

2. Project Details

1. Please provide a narrative explaining the project. Specifically, provide information related to your overall objectives and how those objectives will be achieved (e.g., how much grant funding is being requested, how many properties you are expecting to fix/upgrade, timeline for the project, and how you intend to locate properties and landowners that qualify). This narrative should also contain information on how the project will address areas of concern for environmental justice, Assessment Units (AUID) with identified Escherichia coli (E. coli), fecal coliform, or nutrient surface water impairments, and SSTS Areas or Communities of Concern. (Narrative can be submitted as an attachment if needed):

2. Please provide the low-income funding threshold(s) that will be utilized for the project. Make sure information specific to partial/full funding thresholds (sliding scale) is included. Alternatively, if this information will be submitted as an attachment please indicate as such below:

3. Using the MPCA's criteria and interactive mapping tool please indicate if any MPCA identified environmental justice (EJ) areas of concern are located within the project area (likely the County boundary)? ☐ Yes ☐ No

   If yes:

   a. How many areas (census tracts) within the project boundary are identified as EJ areas of concern **and** contain SSTS? (See appendix for instructions)
      i. Please identify the census tract numbers.

   b. Calculate the total project area low income (less than 185% of the federal poverty level) population located within EJ areas containing SSTS. (See appendix for instructions on calculation)
      i. Total project area low income (less than 185% of the federal poverty level) population located within EJ areas containing SSTS?

   c. Will any efforts be undertaken by this project to specifically target or yield benefits for communities within MPCA identified EJ areas of concern? ☐ Yes ☐ No
      i. If yes, describe the planning completed, and steps to be taken, to ensure these communities are benefitting from the project:

4. Using Minnesota's 2022 impaired waters list (see appendix for instructions) please indicate if the project area (likely the County boundary) encompasses or contains any watershed(s) with identified Escherichia coli (E. coli), fecal coliform, or nutrient surface water impairments? ☐ Yes ☐ No

   If yes:

   a. How many impaired watersheds are within the project boundary?
      i. Please list the watershed names
   b. How many Assessment Unit Identification (AUID) areas of each of the following impairments are within the project boundary?
      i. Number of Escherichia coli (E. coli) impaired AUID?
      ii. Number of fecal coliform impaired AUID?
      iii. Number of surface water nutrient impaired AUID?

5. Does the project area (likely the County boundary) contain any SSTS Areas or Communities of Concern as previously identified by the County in MPCA reporting? ☐ Yes ☐ No

   If yes:

   a. How many dwellings/residences are located within those Areas or Communities of Concern within the project boundary?

6. What is the total number of proposed low-income homeowner SSTS fixes (including shovel-ready projects) expected to be completed with this funding?

7. Are any of the proposed SSTS fixes shovel-ready (i.e. homeowners have been identified as low-income, previous SSTS has been deemed an ITPHS or FTPGW, design submitted and construction permit granted)? ☐ Yes ☐ No

   If yes:

   a. How many shovel-ready projects have been identified?

   b. For all shovel-ready SSTS projects complete the Septic System Improvement Estimator (instructions, video demonstration, and spreadsheet located at https://bwsr.state.mn.us/water-quality-tools-and-models) and provide the total reductions per year for: pounds of Biochemical Oxygen Demand 5-day (BOD5), pounds of Total Suspended Solids (TSS), Ton of TSS, Bacteria - Colony Forming Units (CFU), pounds of Phosphorus, and pounds of Nitrogen.

      i. Pounds of BOD5 per Year?
      ii. Pounds of TSS per Year?
      iii. Ton of TSS Per Year?
      iv. Bacteria per Year (CFU)?
      v. Pounds of Phosphorus per Year?
      vi. Pounds of Nitrogen per Year?

8. Has the County ever received previous MPCA low-income SSTS upgrade grant money (Clean Water Funds via Natural Resources Block Grants distributed by Minnesota Board of Soil and Water Resources)? ☐ Yes ☐ No

   If yes:

   b. How much MPCA low-income SSTS upgrade grant money has the County received?
   c. How many upgrades have been completed with MPCA low-income SSTS upgrade grant money?

9. Does your low-income landowner application form (please include as an attachment) contain Environment and Natural Resources Trust Fund Logo or attribution (logo and attribution language information located at - https://www.lccmr.mn.gov/pm_info/enrtf_acknowledgement_requirements_and_guidelines.pdf? ☐ Yes ☐ No

3. Experience and qualifications

1. Please provide the name and SSTS certification number for all county employees who will be completing SSTS design review, soil verification, permit issuance, and inspection work on this project for the LGU:

2. Will anyone outside your organization be responsible for work performed on behalf of the LGU? ☐ Yes ☐ No

   If yes, provide name of organization(s), Licensed Business number, contact information, experience, and qualifications related to the proposed project, and describe the role of the outside organization(s) in the project:

North Branch

Chisago County Request For Board Action

Meeting Date: March 1, 2023	***Item Number:*** **12**
Title of Item for Consideration: Change Order No. 1 – County Recycling Yard Project	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning – SW & HHW

Previous Action on this Matter: Chisago County received a GREATER MINNESOTA RECYCLING AND COMPOSTING grant from the Minnesota Pollution Control Agency in the spring of 2021. The purpose of the grant is to fund one of four phases identified in a previously completed Household Hazardous Waste Facility (HHWF) facility assessment by consulting engineering firm TKDA. The project involves the construction of a recycling yard to the rear of the North Branch HHWF to meet the statutory obligations of providing at least one residential recycling drop-off per county and to help the county meet the State mandated 35% recycling rate. Total grant dollars awarded/committed include $189,073.50 from the MPCA with a 25 percent $62,492.95 County Solid Waste Fund County match for a total project cost of $251,566.45.

Background: The County accepted a favorable project construction bid from Taylor West, for a total of $130,000. This favorable low bid coupled with project management and engineering costs is below the approved grant budget and construction is near complete. Environmental Services is seeking to further utilize available grant budget dollars by requesting approval to add the following items to the project as Change Order #1:

1) An automatic gate opener. This will allow the large (25') gate to be opened remotely allowing safer more efficient employee and contract hauler access and enhanced security to the recycle yard operations. Total cost: $27,641 as attached.
2) Minor change order fence enhancement to add neighboring fence privacy slatting to the south shared chain-link fence. Total cost: $600.00.
3) Additional updated facility signage, traffic routing & directional signage, security signage; and container labeling/signage: not to exceed estimated cost $2,759.00.

TKDA Project Engineer and staff recommend approval of the subject Change Order at a total not to exceed $31,000. Remaining total grant funds available with this change order is approximately $60,166.

Attachments:

- Taylor West Gate Opener Quote

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the Change Order as presented. The suggested motion to approve this action is as follows:

"Move to authorize and approve the Chisago County Recycling Yard project Change Order No. 1 to include authorized grant funded expenditure of up to $31,000 as presented."

Implications of Action: By approving the change order the Board will be purchasing an automatic gate opener, enhanced fencing, and additional signage for the facility.

Budget/Financial Implications: Project cost will remain under the total construction budget and Grant funding award. Grant budgeted expenses include $160,400 in contractor and project management/engineering costs. Deduct of this Change Order No. 1 of $31,000 reduces available unspent grant fund balance to $60,166.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve CB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Taylor West

To: TKDA
Contact: Braden P. Korwin
Email: braden.korwin@tkda.com

Project: Chisago County Household Hazardous waste facility Gate opener

Equipment mobilization, provide and install concrete column for Gooseneck stand $6,027.00

Furnish & Install Lift master INS24UL Commercial Slide Gate Operator on existing gate ,operator installed on (2) 2 7/8" SS40 operator posts set in concrete footing, 115V heater kit installed on operator for cold weather operation, Gate reversing edges installed on front and back of gate for UL325 safety ,Thru beam photo eyes installed for UL325 safety compliance, In ground 'free-exit' loop installed inside gate for vehicle exit,10 push button transmitters for entrance (additional transmitters at $155/ea),Programmable keypad installed on gooseneck stand outside of gate.....$14,944.00

Electrical Wire, Boxes, Circuit breakers and Labor to install electrical.....$6,670.00

Taylor West LLC will do this work for thereto payment to us the sum.
Twenty Seven Thousand six hundred forty one dollars..... $27,641.00
Payment of which shall be made as follows: **30 days from receipt of invoice.**

Accepted By:

.....

Prepared by
Russell J. Thole
Its: Owner

Phone: 651.248.3132 Fax: 651.528.835
E-Mail rusty@taylorwestcorp.com Website www.taylorwestcorp.com
P .O. Box 190 Circle Pines, MN 55014
Members of MAICC, WBE,SBE Certified
Pricing good for 30 days from bid date.
Payments later than 30 days from invoice are subject to 18% interest per month and collection fees

Chisago County Request For Board Action

Meeting Date: March 1, 2023	***Item Number:*** **13**
Title of Item for Consideration: Out-of-State Training - Lifesavers Conference 2023	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Chisago County Sheriff's Office
Previous Action on this Matter: None.	

Background: The 2023 Lifesavers Conference will provide a national platform with over 80 workshops in ten tracks, plenary sessions, and an extensive exhibit hall. The Lifesavers Conference program is designed to engage federal, state and local government, law enforcement, public health, injury prevention, advocacy, and non-profit organization professionals in an exchange of ideas, strategies, and programs to reduce preventable injuries and deaths. This year's conference will take place in Seattle, Washington. Each year the Department of Public Safety selects a TZD Grant Coordinator to send to the conference and pay up to $3,000 in expenses for the conference. This year, the Chisago County Sheriff's Office has been selected for this position.

***Attachment(s)*:**

- Out of State Travel Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Sheriff's Office to attend the 2023 Lifesavers Conference. The following motion is suggested:

"Move to approve the out of state travel for the Sheriff's Office to attend the 2023 Lifesavers Conference in Seattle, Washington."

Implications of Action: Approval of this training will assist law enforcements involvement with keeping Chisago County roadways a safer place to travel.

***Budget/Financial Implications*:** The Deputy will attend as a Minnesota state contractor, pay for the expenses upfront on his own, and be reimbursed by the State of Minnesota. The only county expense is for normal wages.

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

Administrator's Recommendation

Approve CAS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	2/21/2023		
Employee Name	[redacted]		
Department	Sheriff's Office		
Destination	Seattle, Washington		
Purpose of Travel	Lifesaver Conference		
Departure Date	1-Apr		
Return Date	4-Apr		
Total Travel Expenses	**$0.00**		
Supervisor Name (PRINT)	Captain Andrew Mahowald		
Supervisor's Signature		**Date Approved**	2.21.2023
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				
Ground Transportation				
Conference/Registration Fees				
Lodging				
Meals				
Mileage				
		Grand Total		$0.00

Chisago County Request For Board Action

Meeting Date: March 1, 2023	***Item Number:*** **14**
Title of Item for Consideration: Lakes & Pines Community Action Council – Homelessness Programs	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: This was last passed on February 6th, 2019.	

Background: The Lakes and Pines Community Action Council has applied to the MN Department of Human Services Economic Opportunity's Homeless Programs and the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program.

Upon their applications approval from the MN Department of Human Services, Lakes and Pines will become authorized to undertake programs to provide assistance to low-income families and youth to prevent homelessness and to provide funding to address homelessness. With approval from Chisago County, Lakes and Pines will be able to offer its services in Chisago County.

Attachment(s):

- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners receive an update from the Lakes and Pines Community Action Council and consider approving the Lakes and Pines Community Action Council Homelessness Program by resolution. The suggested motion is as follows:

"Move to approve by Resolution the Lakes & Pines Community Action Council Homelessness Program in Chisago County."

Implications of Action: Approval of the Resolutions will allow Lakes and Pines to provide homelessness prevention services within Chisago County.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CBB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

Commissioners:
District 1
Jim Swenson
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

Commissioner offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0301-
RESOLUTION AUTHORIZING ADMISTRATION OF MINNESOTA HOUSING FINANCE AGENCY'S FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM
October 1, 2023 – September 30, 2025

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide assistance to low-income families and youth to prevent homelessness; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has developed an application as an Administering Entity for the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance program; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program.

NOW, THEREFORE BE IT RESOLVED, that Lakes and Pines Community Action Council, Inc. is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program, in the County of Chisago.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None.

Approved: March 1, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: March 1, 2023	***Item Number:*** **15**
Title of Item for Consideration: Appointment to the Extension Committee – District 2	
Action Requested by: Board of Commissioners	***Department:*** Admin./Clerk of the Board

Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.

Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments.

Extension Committee:

- District 2, 1/1/2022 – 12/31/2024

Attachments:

- Citizen Application

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint citizen to the Extension Committee. The following motion is suggested to appoint/reappoint each individual:

"Move to appoint Rebecca Strand as a representative on the Extension Committee; effective March 1st, 2023 thru December 31, 2024."

Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizen to Extension Committee for the proper durations.

Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2023 Budget for the identified Boards/Committees/ Commissions.

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

Administrator's Recommendation

Approve CCS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Print

General: Application for Appointment to an Advisory Committee, Commission - Submission #4587

Date Submitted: 2/18/2023

County Logo

APPLICATION FOR APPOINTMENT TO AN ADVISORY COMMITTEE, COMMISSION

Committee of Interest*

Extension Committee

Instructions:

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

Last Name:* Strand

First Name:* Rebecca

Middle Name:* Carol

Address:*

[redacted]

City:* Shafer

State:* MN

Zip:* 55074

Home Phone: 6514977994

Business Phone:

Cell Phone:

Fax No.:

Email Address: [redacted]

In which Commissioner District do you reside?* District #2

If you reside in a Township, please list: Shafer

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

I have been involved with 4-H for approximately 10 years as a parent, volunteer and a leader. I have an accounting and human resources background as an employee and a supervisor.

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

I am interested in making sure our county youth and adults have a resource for learning and growing in our community that is in a friendly environment with committed adults.

Why do you want this appointment?*

I feel given my background in 4-H and desire to help our community youth and adults along with the accounting background would be a great asset to this committee.

Digital Signature:*

Rebecca Strand

I agree and consent to providing a digital signature.

Date:*

2/18/2023

NOTICE OF RIGHTS

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

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

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

Explanation of Your Rights

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

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

Waiver and Release

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

Waiver A: (optional)

Rebecca Strand

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

Waiver B: (optional)

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

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

- ☐ Email Address
- ☐ Fax Number
- ☐ Home Phone
- ☐ Business/Work Phone
- ☐ Cell Phone

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

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

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

Digital Signature:*

Rebecca Strand

I agree and consent to providing a digital signature.

Date:*

2/18/2023

CORR.

Vault Project Update

First Room Status:
Boxes in here are currently being staged. They will be reviewed and re-boxed into Banker Boxes (letter-sized) with lids to be potentially scanned in Phase II by our outside vendor for the following groups:

- 16 boxes = County Board Packets
- 92 boxes = Environmental Services/Zoning
- 3 boxes = Water Resources
- 7 boxes = Lake Improvement District
- **118 TOTAL BOXES**

Additional boxes in this room I am reviewing the contents for County Administration to determine their status. Depending on their status, they will be scanned, retained in the interior room of the vault and/or destroyed. There are currently approximately 14 boxes.

Interior Room Status:
Boxes are currently staged by Department until they can be removed and/or disposed of when they have met their retention date. Those departments are as follows:

- County Administration/ County Board: 9 boxes/items
- Human Resources: 45 boxes ***Maintenance will be installing a door with a padlock to secure access to these boxes.*
- Auditor-Treasurer: 51 boxes/items
- Recorder: 7 boxes
- County Attorney: 113 Boxes ***I sent via email an excel file for this office on 10/13/2021 to review the detailed physical inventory that I took for them of their boxes and respond with the retention status of their boxes. I'm still waiting to get this information from them so that I can proceed.*
- Items that must be maintained Permanently in our inventory: 41 boxes/items
- Court Administration: ?? unsure of the total number, since Juvenile Records are kept in a locked cage, but they are actively doing retention on the boxes located in their cage.

Boxes/Items Removed from the Vault:

- 340: Transferred to the Chisago County Historical Society for preservation
- 409: Transferred to the MN Historical Society – State Archives for preservation
- 158: Transferred back to the Department for review/disposition

Boxes Destroyed from the Vault:

- 2690: Items I put into Shred Bins
- 251: Items I sent to outside vendor for scanning and they destroyed
- 59: Items Court Administration sent to outside vendor for scanning and they destroyed

Items destroyed OR transferred from the Vault – converted to tons:

- 67.3 ton: Total Number of Items that I have destroyed
- 6.3 ton: Total Number of Items I sent to vendor to be scanned/destroyed
- 1.5 ton: Total Number of Items Court Admin sent to vendor to be scanned/destroyed
- 22.7 ton: Total Number of Items I transferred to the following:
    - Chisago County Historical Society
    - MN Historical Society
    - Back to the Department
- **97.8 TON TOTAL = Removed from the Vault (both rooms) since 04/28/2021**