



Chase Burnham
County Administrator

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, August 2, 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 Grant Agreements 218 – Chisago County Public Works | TAB 3 |
| 4.) MDH Community Health Board Grant Project Amend. – PHEP | TAB 4 |
| 5.) Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation | TAB 5 |
| 6.) Board Appointment to the Chisago County Citizen Review Panel | TAB 6 |
| 7.) Hazelden Scholarship LOA 2023-2024 | TAB 7 |

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

- | | |
|--|--------|
| 1.) HHS Committee Recommendation – Directors Update | TAB 1 |
| 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS | TAB 2 |
| 3.) HHS Committee Recommendation – SHIP Grant Agreements 212 | TAB 3 |
| 4.) HHS Committee Recommendation – MDH Comm. Health Board Grant Project Amend. | TAB 4 |
| 5.) HHS Committee Recommendation – LOA with Hazelden Betty Ford Foundation | TAB 5 |
| 6.) HHS Committee Recommendation – Board Appointment to the Citizen Review Panel | TAB 6 |
| 7.) HHS Committee Recommendation – Hazelden Scholarship LOA 2023-2024 | TAB 7 |
| 8.) Payment of County's Warrants and Miscellaneous Bills | TAB 8 |
| 9.) Minutes from the July 19, 2023 Regular Meeting | TAB 9 |
| 10.) Recognition of County Staff August Anniversaries | TAB 10 |
| 11.) Updated Local Transit Sales and Use Tax Agreement | TAB 11 |
| 12.) Temporary Liquor License Request – Franconia Sculpture Park | TAB 12 |
| 13.) Applications for Abatements (reduction) of Property Taxes | TAB 13 |

Other County Business:

- | | |
|--|--------|
| 14.) ARPA – Broadband Grant – Franconia Township | TAB 14 |
|--|--------|

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

CORR.

Announce Closed Meeting (M.S. § 13D.05)

Pursuant to Minnesota Statutes section 13D.05, Subd. 1 (c), the County Board will convene in closed session to meet with the County Attorney for the purpose of engaging in attorney-client privilege communications for the development of litigation strategy concerning the pending litigation in which the County has been named as a defendant - *Sporleder v. State of Minnesota, et. al.*, Ramsey County Case No. 62-CV-23-3405.

The County Board will reconvene in open session after adjourning from the closed session to take up and act upon matters deliberated on in closed session and to take up and act upon other matters noticed herein for consideration and action in open session.

Adjourn Meeting of the Board of Commissioners**2024 Chisago County Department Budget Presentations**

Time	Wednesday, August 9 th	Wednesday, August 23 rd
3:00 p.m.	'Normal' Financial Budget and Finance Update	Auditor-Treasurer
	Administration/HR	Probation
	Partner Organizations (ECRLB, Ext., SWCD, etc.)	Assessor
	Recorder	Environmental Services
	County Attorney	Enterprise Services – IT and Fac./Maint.
	Health and Human Services	Public Works
	Sheriff's Office – Jail/Dispatch	



Chisago County Board of Commissioners
August 2, 2023
Board Meeting Agenda



CHISAGO COUNTY HEALTH & HUMAN SERVICES

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

TAB 1

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

Memo To: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: July 26, 2023

I. Department Updates/Highlights:

There has been a noticeable increase in the work for our Income Maintenance staff as the official unwinding from the pandemic has begun. During this time, all Minnesotans on Medical Assistance must recertify their health care eligibility. At this time the state has allowed those individuals who do not submit their completed applications to continue to be eligible for their current coverage through August. This creates a backlog as those with future renewal dates are still, at least currently, required to renew as scheduled while July and August renewals are delayed. This has the potential to require overtime for our staff and supervisors in the IM department. If the state continues to extend renewals dates this could have a very significant impact on counties, our workforce, and the time workers must spend each month on renewals. We are continuing to work with the state, through these processes and counties have been very vocal with DHS leadership about the negative impact this is having on counties. DHS has provided some additional funding, should we have to authorize overtime.

The state has just released their new rates for client placements in state facilities. Anoka-Metro Regional Treatment Center is \$2,106 per day, the Child and Adolescent Behavioral Health Hospital is \$3,496 per day and other Community Behavioral Health Hospitals are \$1,818 per day. These rates go into effect August 1st, 2023. I wanted to highlight these costs to the Board to show the difficulty Health and Human Services has in establishing budget numbers for some of our out of home placements throughout a year and show why it has been a legislative priority to stop shifting these costs onto counties. The legislature did authorize the development of a task force to evaluate the impact of the requirement for priority admissions under the 48-hour rule and the ability of the state to serve all individuals in need of care in state-operated treatment programs, however they have done nothing to address the bed shortage across the state for individuals deemed no to no longer meet medical criteria for these facilities.

Child Care has been a recent concern for discussion here at the Board. The Chisago County Child Care Gap Committee has continued to meet to address this need. The Gap Committee did receive a \$15,000 grant from First Children's Finance. The grant is being administered by the HRA-EDA. At this time one \$2,000 startup grant has been requested and awarded. The three Child Care Provider Resource Fairs that were held in May were low in attendance. The one applicant did come out of one of those events. Lanay (Chisago County Child Care Licensor) is planning to conduct two more Community Education Classes on the licensing process; October 12 in Chisago Lakes and November 9th in North Branch. The next Gap meeting is scheduled for August 14th.

Our technology upgrades are continuing. The server migration was completed June 21st and the initial kick-off meeting for the METS paperless solution was held July 18th. The work will begin the first week of August and we are planning for completion of everything; build, testing, implementation, training, etc., in late November. Enterprise Services staff have been working collaboratively to support this work. Our thanks to Jon and the Enterprise staff for their assistance.

II. Financial Notes:

Health and Human Services will be presenting our 2024 budget proposal to the Budget and Finance Committee August 9th.

III. Staffing Updates:

We are currently advertising for one Office Support Specialist. This position is open due to individual promotion to a Financial Worker position that was open due to a retirement. We are also advertising for Community Outreach Social Worker which is a new position working with the Sheriff's Office and jail, and a Children's Services Case Aid, due to a recent resignation. We are also currently interviewing for a Child Welfare Social Worker.

In Public Health we are currently advertising for a new Disease Prevention and Control Coordinator due to a recent resignation and the new Community Health Worker positions that were recently approved by the Board.

IV. Review Requests for Board Action:



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
August 2, 2023**

TAB # 2

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
8/4/2023	\$ 10,977.16	8/2/2023	Commissioners Warrants
7/21/2023	\$242,698.88		Auditors Warrants
	\$253,676.04		Total

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

Chisago County Request for Board Action

Meeting Date: August 2, 2023	Item Number: 3
Title of Item for Consideration: SHIP 218 Grant Agreement – Chisago County Public Works	
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 218 Grant Agreement – Chisago County Public Works	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP 218 grant agreement – Chisago County Public Works. The following motion is suggested: “Move to approve the SHIP 218 Grant Agreement – Chisago County Public Works.”	
Implications of Action: Approval of this Ship grant agreement will allow Chisago County Public Works to purchase and install hydration stations, the hydration stations will provide free, clean drinking water to employees who have physically demanding outdoor work activities and work assignments. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,999.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago County 313 North Main St, Center City, MN 55013 by and through the Chisago County Public Works, physically located at 31325 Oasis Rd, Center City, MN 55012 ("Grantee").

Recitals

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

WHEREAS, Chisago County Public Works applied to County for a SHIP Grant in order to Purchase and install hydration stations, the hydration stations will provide free, clean drinking water to employees who have physically demanding outdoor work activities and work assignments; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand Nine Hundred Ninety-Nine Dollars (\$2,999.00)**; and

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

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

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** August 3, 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, 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: Joe Triplett
Address: 313 North Main ST, RM 400 Center City, MN 55013
Phone: 651-213-8704
Email: Barbara.shimmon@chisagocountymn.gov

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Nine Hundred Ninety-Nine Dollars (\$2,999.00)**.
- 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: Joe Triplett, Chisago County Public Works Director
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: 7/25/2023

Chisago County Request for Board Action

Meeting Date: August 2, 2023	Item Number: 4
Title of Item for Consideration: Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP)	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of a Public Health Emergency Preparedness grant project agreement dated 2022.	
Background: Since 2002, Chisago County Public Health has entered into an agreement with the Minnesota Department of Health to perform grant duties for the health of the population of Chisago County. These grant funds are intended to assist in increasing and maintaining operational readiness across the following six domain areas: • Community resilience • Incident management • Information management • Counter measures and mitigation • Surge management • Bio surveillance Attachment(s): • Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP). The suggested motion is as follows: “Move to Approve the Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP).”	
Implications of Action: Approval of this grant project agreement will allow Chisago County Health & Human Services to receive funding to ensure operational readiness and PHEP Plan execution in a public health emergency. Budget/Financial Implications: This Grant is to be funded by the MN Department of Health. 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.	

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

Minnesota Department of Health Grant Project Amendment Cover Sheet

You have received a grant project amendment from the Minnesota Department of Health (MDH). Information about the grant project amendment, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Amendment

CONTACT FOR MDH: Esther Ashley, 651/201-5717, esther.ashley@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	Grant /Project Agreement Number: 161332	MDH Program Name: Emergency Preparedness & Response
Grantee SWIFT Vendor Number: 0000197284 SWIFT Vendor Location Code: 001	Effective Date: 7/1/2019 Expiration Date: 6/30/2024	Total State Grant Funds: \$0.00 Total Federal Grant Funds: \$279,721 Total Grant Funds (all funds): \$279,721

Notice to Grantee about Federal Funds

This amendment pertains to your sub-award of federal financial assistance from MDH. Information about the award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this Cover Sheet with the amendment.

Grantee Unique Entity Identifier (UEI) Name and Number	UEI Name: Chisago, County of UEI Number: GVHPL2BDV794
Grantee's Approved Indirect Cost Rate for the Grant	Not to exceed 10% of actual costs
Is this award for Research and Development?	☐ Yes ☒ No
Project Description	Public Health Emergency Preparedness

Name of Federal Awarding Agency	U S Department of Health and Human Services Centers for Disease Control and Prevention (CDC)
Assistance Listing Name and Number (Formerly <i>Catalog of Federal Domestic Assistance</i> , "CFDA")	Assistance Listing Name Public Health Emergency Preparedness Assistance Listing Number: 93.283
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NU90TP922026
Federal Award Date (Date MDH received federal grant)	TBD

Amount of funding from this federal award MDH is issuing to Grantee:	\$0.00
Total Amount of Federal Award Received by MDH	\$0.00

Minnesota Department of Health Community Health Board Grant Project Amendment

Grant Project Agreement Effective Date:	7/1/2019	Original Grant Project Agreement Amount:	\$58,536.00
Original Grant Project Agreement Expiration Date:	6/30/2024	Previous Amendment(s) Amount:	\$162,636.00
Current Grant Project Agreement Expiration Date:	6/30/2024	This Amendment Amount:	\$58,549.00
New Grant Project Agreement Expiration Date:	Not Applicable	New Grant Project Agreement Total:	\$279,721.00

This Grant Project Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “MDH”) and Chisago County Community Health Board Rm 239 Center City, MN 55012 (hereinafter “Grantee”).

Recitals

- MDH has a grant project agreement with Grantee identified as SWIFT Contract # 161332 (“Original Grant Project Agreement”) to provide measurable and sustained progress in the implementation and execution of Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal and Territorial Public Health. This preparedness program is authorized under the federal Public Health Service (PHS) Act of 1944, as amended (PHS Act) (42 USC §247d-(3) (b)). If applicable, contingent supplemental emergency response awards are authorized under 42 USC § 247b-(a) and (d)] subject to available funding and other requirements and limitations under 42 U.S.C. §243.
- This amendment provides supplemental federal funding based on continuation funding from CDC for Budget Period 5 (BP5) grant duties, exercises, plans and other deliverables. Funding for this budget period requires the successful completion and acceptance of all duties and deliverables including AARIPs by the State prior to June 30, 2024.
- MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 4. “Consideration and Payment” is amended as follows:

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid on a reimbursement basis only.

Each specific Budget Period award is available only for the specific Budget Period for which it is awarded. Funds remaining and not fully liquidated at the end of each Budget Period will be cancelled and will not be available to the

GRANTEE in any subsequent Budget Period. GRANTEE shall maintain separate accounting records and source documentation for each award; funds may not be comingled.

Public Health Emergency Preparedness (PHEP) Awards

Award Name	Budget Period	Award Amount
Budget Period 1 PHEP	Budget Period 1 July 1, 2019-June 30, 2020	\$40,805
Budget Period 2 PHEP	Budget Period 2 July 1, 2020-June 30, 2021	\$ 41,099
Budget Period 3 PHEP	Budget Period 3 July 1, 2021-June 30, 2022	\$42,332
Budget Period 4 PHEP	Budget Period 4 July 1, 2022-June 30, 2023	\$ 42,036
Budget Period 5 PHEP	Budget Period 5 July 1, 2023-June 30, 2024	<u>\$ 42,049</u> To Be Determined

Cities Readiness Initiative (CRI) Awards

Award Name	Budget Period	Award Amount
Budget Period 1 CRI	Budget Period 1 July 1, 2019-June 30, 2020	\$12,000
Budget Period 2 CRI	Budget Period 2 July 1, 2020-June 30, 2021	\$ 12,000
Budget Period 3 CRI	Budget Period 3 July 1, 2021-June 30, 2022	\$ 14,400
Budget Period 4 CRI	Budget Period 4 July 1, 2022-June 30, 2023	\$ 16,500
Budget Period 5 CRI	Budget Period 5 July 1, 2023-June 30, 2024	<u>\$ 16,500</u> To Be Determined

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed ~~\$221,172~~ \$279,721.

4.2 Terms of 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 in a timely fashion and according to the following schedule:

Invoice Submission Schedule

Invoice Due	Invoice Activity Period	Deadline for Receipt
1st Quarter	July 1 -30 September	October 31
2nd Quarter	October 1- December 31	January 31
3rd Quarter	January 1- March 31	April 30
4th Quarter/ BP Final Invoice	April 1- June 30	July 31

The State reserves the right to deny payment of invoices not received within thirty (30) days of the invoice deadline.

(b) *Federal Funds.* Payments under this grant project agreement will be made from federal funds obtained by the STATE through 42 U.S.C. §247d-3b, CFDA number 93.069 including public law and all amendments. The Notice of Grant Award (NGA) number is pending. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

[signatures on next page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Duong Thuy Phan Digitally signed by Duong Thuy Phan
Date: 2023.07.14 16:31:02 -05'00'

SWIFT Contract & Initial PO: 161332/3000104054

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Chisago County Request for Board Action

Meeting Date: August 2, 2023	Item Number: 5
Title of Item for Consideration: Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation dated 7/1/22 through 6/30/23.	
Background: Chisago County Health and Human Services has had a long-standing relationship with the Hazelden Foundation for the provision of Chemical Dependency treatment services. - In an ongoing commitment to assure the provision of chemical dependency treatment services at the Hazelden Foundation Center City site for eligible Chisago County residents, both parties have agreed to enter into an agreement offering treatment, aftercare, and educational services for Chisago County residents. - This agreement focuses on persons that would otherwise be eligible for state funded Consolidated Chemical Dependency Treatment funds and accompanied by a finding from Chisago County Health & Human Services personnel that this treatment site is determined to be the most cost effective for Chisago County and appropriate for meeting the needs of the client. Attachment(s): - Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation – dated 7/1/23 through 6/30/24	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation. The suggested motion is as follows: <i>“Move to Approve the Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation.”</i>	
Implications of Action: Following approval of this Letter of Agreement, Hazelden Betty Ford Foundation will provide 26 at no cost patient admissions, along with a pool of dollars in the amount of \$64,000.00 that the county can access for additional services. Budget/Financial Implications: This agreement is funded by Hazelden Foundation dollars and supports the State of Minnesota Chemical Dependency Treatment funds also managed by Chisago County Health & Human Services. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

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

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

Services at Hazelden Betty Ford Foundation – 26 free patient admissions

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

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

- a. Family Program: Program is a 4-day educational program offered to families. It is non-residential. Additional family members (one participant is included in the residential program) may attend the program at a cost of \$837 per person.
- b. Services for residential or day treatment patient which are “excluded services” above.

3. Strategic Initiatives Director

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

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

4. General

- a. This Letter of Agreement (LOA) is applicable to Chisago County.
- b. Chisago County will be initiating the patient admission process with Hazelden Betty Ford Foundation.
- c. This LOA supersedes all previous agreements between Hazelden Betty Ford Foundation and Chisago County and may be canceled, in part or in whole, with or without cause by either party with 30 days' written notice.
- d. Both Parties agree in good faith to honor the spirit and intent of the LOA.
- e. The conditions and terms referenced within this LOA are effective for the period of 7/1/2023 to 6/30/2024.
- f. Provider agrees that the use or disclosure of any part of information concerning an eligible client is violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13 or the Health Insurance Portability and Accountability Act (HIPAA) for any purpose not directly connected with the Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- g. Hazelden Betty Ford Foundation will provide Chisago County with a certificate of insurance naming Chisago County as additional insured by the Hazelden Betty Ford Foundation. Chisago County minimum insurance limits are \$500,000 per claim, \$1,500,000 per occurrence, and \$3,000,000 annual aggregate.
- h. Insurance coverage by Hazelden Betty Ford Foundation in amounts greater than tort liability limits set for municipal corporations, pursuant to Minnesota Statute 466 shall not constitute a waiver of liability cap(s) available to the County.
- i. For ongoing management of this agreement, the responsible party from Chisago County will be the Health and Human Services Director or designee, and from the Hazelden Betty Ford Foundation the Payer Relations and Revenue Analytics Director or designee.

Chisago County

By _____

Printed _____

Title _____

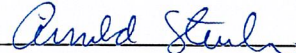
Date _____

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

Reviewed as to Form:


Chisago County Attorney

Hazelden Betty Ford Foundation

By  _____

Printed Arnold Stueber

Title CFO & CAO

Date July 7, 2023

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

Chisago County Request For Board Action

Meeting Date: August 2, 2023	Item Number: 6
Title of Item for Consideration: Board Appointment to the Chisago County Citizen Review Panel	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: The Citizens Review Panel consists of volunteer community members that analyze trends, provide independent insights and outside validation of the child protection system. They recommend and advocate for the needed changes and resources. Citizen Review Panel members promote cooperation among community resources and child protection services agencies. They work to increase community understanding as well as have an investment in protecting all children. They examine child protection policies, procedures and practices of the state and county agencies. They evaluate the extent to which the agency is discharging their child protection responsibilities. Panel members gather information through interviews, observations, review records, case files and reports. The members prepare and make available to the public an annual report containing a summary of the panel's activities and recommendations to improve the child protection system. These individuals have completed all necessary paperwork requirements to be appointed under MN Stats 256.01: Subd. 15.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the appointment of Peter M Grund to the Chisago County Citizen Review Panel. The suggested motion is as follows: <i>“Move to approve the appointment of Peter M Grund to the Chisago County Citizen Review Panel.”</i>	
Implications of Action: The Board appointment of Peter Grund will allow them the opportunity to promote cooperation among community resources and child protection services agencies. Budget/Financial Implications: Paid from State funds. 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: August 2, 2023	Item Number: 7
Title of Item for Consideration: Hazelden Scholarship LOA 2023-2024	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of Letter of Agreement with Hazelden for continuing education dated 7/1/22 through 6/30/23.	
Background: The Hazelden Betty Ford Graduate School of Addiction Studies has provided scholarships and continuing education to Chisago County Health & Human Services employees for many years in order to contribute to the county's capacity to provide clinical services to individuals, families and communities impacted by addiction. Attachment(s): Hazelden Scholarship LOA 2023-2024	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Hazelden Scholarship LOA 2023-2024. The suggested motion is as follows: <i>“Move to approve Hazelden Scholarship LOA 2023-2024”</i>	
Implications of Action: Acceptance of this scholarship and continuing education events at the Hazelden Betty Ford Graduate School will increase the capacity of Chisago County Health & Human Services to serve Chisago County residents affected by addiction. Budget/Financial Implications: This agreement is funded by Hazelden Foundation dollars. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**Letter of Agreement between
Chisago County and
The Hazelden Betty Ford Graduate School of Addiction Studies.**

This document constitutes a Letter of Agreement (“LOA”) between the Hazelden Betty Ford Graduate School of Addiction Studies, 15251 Pleasant Valley Rd, Center City, Minnesota (hereinafter Hazelden Betty Ford) and County of Chisago, located at 313 North Main Street, Center City, Minnesota, (hereinafter the “County”) for and on behalf of Chisago County Health and Human Services, 313 North Main Street, Rm 239, Center City, MN 55012 (hereinafter “County”), together referred to as “the Parties.”

This LOA identifies the intent of the Parties as it relates to educational opportunities provided by Hazelden Betty Ford to County employees.

Term: This Letter of Agreement (“LOA”) is effective July 1, 2023 through June 30, 2024. Either party may terminate this LOA with 30 days prior written notice to the contact person identified herein.

Determination to Proceed: It is acknowledged and understood by the Parties that Hazelden Betty Ford will make available educational opportunities to Chisago County employees to include:

Professional Education: One (1) annual scholarship covering tuition and fees for a county Health and Human Services employee for one of the following educational opportunities:

- Master of Arts in Addiction Counseling – Advanced Practice
- Master of Arts in Addiction Studies– Advanced Practice: Integrated
- Recovery for Co-Occurring Disorders (*offered online*)
- Master of Art in Addiction Counseling

Continuing Education for Professionals: Access to six (6) continuing education events at the school for county Health and Human Services employees or other county employees serving the public in areas related to addiction, recovery, mental health and treatment, for a total of 30 employees (up to five (5) employees per training event).

Hazelden Betty Ford will provide the following:

1. Notification of the Professional Education enrollment period, timely description of the course work and identification of the time commitment required of the employee to successfully complete the coursework.
2. Notification of the Continuing Education opportunities, the identified subjects and anticipated interested persons who may attend the specific training event(s).
3. Tuition-free education (not including books, materials and other incidental costs) associated with the Professional Education.

Chisago County will provide the following:

1. Cooperation between Chisago County and Hazelden Betty Ford to identify persons to take part in the educational opportunities for either the Professional Education and/or the Continuing education for professional.
2. Comply with policies, procedures and confidentiality requirements set forth by Hazelden Betty Ford.

3. Adhere to data practices, copyright law and intellectual property laws and regulations as it relates to any data, information or materials made available to employees taking part in the educational opportunities.

REMUNERATION: The Parties agree that there will be no charge(s), cost incurred, or ongoing exchange of funds by and between the Parties as it relates to activities associated with coordination of educational opportunities for Chisago County employees.

INDEMNIFICATION:

The Parties agree to defend, indemnify, and hold harmless the other Party, its officers, employees and agents against any and all claims arising out of alleged acts or omissions of employees, agents or assigns, of the other during the performance of responsibilities or related to activities of this Letter of Agreement.

RELATIONSHIP:

Nothing in this Letter of Agreement shall create an employment or contractor relationship between Chisago County and Hazelden Betty Ford. Hazelden Betty Ford personnel, including agents, employees, faculty, speakers or guests will not assume supervisory roles over any County employee taking part in the educational opportunities. Likewise, no Chisago County employee, by way of participation in the educational opportunities will assume a supervisory role over any Hazelden Betty Ford personnel, volunteers or clients.

Notice under this LOA and the contact person for each of the Partners is as follows:

Hazelden Betty Ford: Kevin Doyle, Ed. D.,
President and CEO

Phone: 651-213-4678

e-mail: KDoyle@hazeldenbettyford.edu

County: Robert Benson, Director

Chisago County Health and Human Services

Phone: 651 213-5664

e-mail: Robert.Benson@chisagocounty.us

The Parties intend to work cooperatively to address any disputes stemming from this Letter of Agreement and to carry out the spirit and intent to provide resources to professionals in Chisago County.

This agreement was reviewed and authorized by:

COUNTY:

By: _____ dated: _____

Chair – Ben Montzka

Chisago County Board of Commissioners

Attest: _____ dated: _____

Chase Burnham

County Administrator

By: _____ dated: _____

Robert Benson,

Director of Chisago County Health & Human Services

Reviewed as to form:

By: 

dated: 7/28/2023

Janet Reiter, County Attorney

Hazelden Betty Ford

STATE OF MINNESOTA)

) SS.

COUNTY OF CHISAGO)

By: _____

(signature)

Title: President and CEO

Date: _____

I, Kevin Doyle (individual's name) the President and CEO (title) of Hazelden Betty Ford Graduate School of Addiction Studies (company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization, intending this LOA to be the goal and objective of the entity. I attest the above is true and correct, to the best of my knowledge and understanding under penalty of perjury.

Sworn before me this ____ day of _____, 2023

Notary Public



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
August 2, 2023**

TAB # 8

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 8/3/2023 \$521,132.17

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	204,466.83	General Revenue Fund	
	3	88,546.31	Road And Bridge Fund	
	12	206,393.93	Capital Equipment Fund	
	14	654.67	Solid Waste Fund	
	15	8,666.25	Park Aquisition & Improvement F	
	18	12,404.18	Lake Imprvmnt Distr Maint	
	All Funds	521,132.17	Total	Approved

TAB 9

CHISAGO COUNTY BOARD OF COMMISSIONERS UNOFFICIAL PROCEEDINGS Wednesday, July 19, 2023

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, July 19, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg, Swenson. Also present: County Administrator Chase Burnham, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

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

On motion by Swenson, seconded by Dunne, the Board opened the Local Ditch Authority Meeting at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Swenson, moved to provide \$15,000 from the Public Ditch 7 fund. The motion **failed** as follows: **IN FAVOR THEREOF:** Swenson, Dunne **OPPOSED:** Dahlberg, Greene, Montzka.

On motion by Dunne, seconded by Dahlberg, the Board closed the Local Ditch Authority Meeting at 7:18 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:20 p.m. **END TIME** – 7:21 p.m.
of SPEAKERS – 3

Presentation: Lakes Center for Youth and Families (LC4YF) – Services for County Youth; Linda Madsen, Executive Director

On motion by Greene, seconded by Swenson, the Board opened the Road and Bridge Committee of the Whole at 7:35 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 Swenson, the Board moved to close the Road and Bridge Committee of the Whole at 7:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to reopen the Road and Bridge Committee of the Whole at 7:41 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 items 2-3 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to close the Road and Bridge Committee of the Whole at 7:41 p.m. 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 the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

- 2.) R&B Committee Recommendation – County Engineer’s Report
- 3.) R&B Committee Recommendation – AET Subsurface Testing Services Contract
- 4.) Minutes from the July 5, 2023 County Board Meeting
- 5.) 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.

- 6.) Budget Adjustment Request – State Municipal Revenue to Road Construction Payment
- 7.) Equipment Expenditure Request – Tandem Purchases
- 8.) Temporary Liquor License Request – Almelund Lion’s Club

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 Swenson, the Board moved to accept the Environmental Services Director’s Report. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/0719-1, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Becky Meyer & Bill Lloyd are requesting an Interim Use Permit (IUP) to allow a Commercial Kennel for pet boarding

and day care on this 37.05± acre property. The subject site is located at 12690 St. Croix Trail / TH 95 in Sunrise Township (PID #09.00168.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO: 23/0719-1
APPROVAL OF AN INTERIM USE PERMIT ALLOWING A COMMERCIAL KENNEL ON PROPERTY LOCATED AT 12690 ST. CROIX TRAIL / TH 95 IN SUNRISE TOWNSHIP

WHEREAS, Becky Meyer and William (Bill) Lloyd, property owners, submitted an application dated received May 30, 2023 and considered complete on June 2, 2023 for an Interim Use Permit allowing a Commercial Kennel for pet boarding and day care on property located at 12690 St. Croix Trail / TH 95 in Sunrise Township; and

WHEREAS, the subject site is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 37.05± acres in size and legally described as:

PID 09.00168.00

The Southeast Quarter of the Southwest Quarter of Section 16, Township 35, Range 20, Chisago County, Minnesota EXCEPT that part described as follows:

Beginning at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 49 minutes 51 seconds East, assumed bearing along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 600.42 feet; thence North 89 degrees 50 minutes 58 seconds West, a distance of 146.00 feet; thence South 00 degrees 49 minutes 51 seconds West, a distance of 179.33 feet; thence South 42 degrees 31 minutes 00 seconds West, a distance of 231.55 feet; thence South 00 degrees 49 minutes 51 seconds West, a distance of 250.00 feet to the South line of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 50 minutes 58 seconds East, along said South line, a distance of 300.00 feet to the Point of Beginning.

WHEREAS, notice was provided and on July 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant(s) and/or property owner(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Interim Use Permits and made the following findings per Zoning Ordinance Section 8.04-1, C.:

Factor #1 The [proposed action is consistent with the] Comprehensive Plan and development policies of the County;

Finding #1 The Chisago County Comprehensive Plan does not specifically address the proposed use; however, it does identify as an economic development goal that “The County should continue to allow agricultural activities and related agricultural businesses in the Agricultural zoning district.” The Chisago County Zoning Ordinance

provides a number of varied land uses allowable in the Agricultural (AG) District, including the establishment of animal-keeping facilities such as farms with livestock and poultry, and commercial and residential kennels. Therefore, the County finds that the proposed use is consistent with the County's development policies.

Factor #2 The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;

Finding #2 The proposed Commercial Kennel will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on St. Croix Trail / TH 95; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities.

Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #3 The proposed use – including boarding shed and outdoor play area – is located no closer than approximately 345' from any property boundary and there is well-established landscaping between the boarding shed and outdoor play area and the north, east, and southeast property boundaries (closest property boundaries). The County finds that distance, existing landscaping, required additional landscaping, installation of soundproofing insulation in the boarding shed, and implementation of quiet hours will mitigate potential negative impacts, such as noise, so as to neither cause undue negative impact nor deter future development.

Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4 The proposed Commercial Kennel will utilize an existing 36' x 80' detached accessory structure (boarding shed) and a 90' x 150' enclosed outdoor play area. After reviewing the application materials and the Planning Commission having conducted a site visit on July 5, 2023, the County finds no evidence to suggest that the proposed use will have an appearance that will have an adverse effect upon adjacent properties. Further, the County finds that the appearance of the boarding shed and outdoor play area will have an appearance consistent with similar uses in the Agricultural (AG) District.

Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5 The Chisago County Zoning Ordinance specifically allows Commercial Kennels as an Interim Use in the Agricultural (AG) District; therefore, the County finds

that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.

Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;

Finding #6 See Finding #5.

Factor #7 The proposed use will not cause traffic hazard or congestion; and

Finding #7 Because the proposed Commercial Kennel is located on a property immediately adjacent to a well-established, well-maintained, and highly traveled State highway (TH 95) with an unobstructed line of site from the end of the driveway to the west and east, the County finds that the proposed use will not cause an appreciable increase in traffic levels or traffic hazards / congestion.

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8 While there is no indication that the proposed use will adversely impact nearby properties in terms of glare or general unsightliness, the County has received comments from at least one adjacent property owner expressing concerns about potential noise pollution. The County finds that noise resulting from the Commercial Kennel can be mitigated with distance, maintenance of existing landscaping (trees), installation of additional landscaping (trees), installation of soundproofing insulation in the boarding shed, and implementation of quiet hours. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends approval of the request for Interim Use Permit, subject to the following conditions:

1. This Interim Use Permit for Commercial Kennel allows for the boarding and day care of no more than twenty (20) boarded dogs at any given time and no more than thirty (30) dogs boarded animals at any given time and small mammals - including but not limited to dogs, cats, rabbits and guinea pigs - at any given time, as specifically described in the application materials dated received May 30, 2023 and kept on file with the Department of Environmental Services. This number includes any domestic pets owned or otherwise kept by the permit holder.
2. The Commercial Kennel shall be allowed to operate seven days a week with animal drop-off occurring between 7:00 am and 10:00 am and pick-up occurring between 4:00 pm and 7:00 pm, or by appointment only.

3. No commercial activity, apart from the boarding and day care of animals as described above, shall be permitted. The Commercial Kennel shall not operate as a shelter or rescue facility, and animal breeding is prohibited.
4. All animals shall be housed indoors (boarding shed or dwelling), apart from brief periods of time for waste elimination and outdoor activity in which the animals will be confined to a fenced enclosure or leashed and handled by the permit holder, employee or animal owner.
5. All animal waste shall be collected daily and disposed of in a legal and appropriate manner on the property so as to avoid undue odor or other negative impacts.
6. The permit holder shall control the barking of dogs to the best of their ability while outdoors to avoid undue negative impact to nearby properties. At no time shall any dog barking activity exceed twenty (20) continuous minutes with less than thirty (30) seconds between each dog bark. Any more than twenty (20) minutes of continuous barking shall be silenced immediately by the permit holder or employee. Further, the permit holder or employee shall accompany and provide direct supervision of any animal(s) while outdoors.

Outdoor activity in the fenced enclosure is limited to no more than 10 dogs at a time in outdoor pen. If more than 10 dogs on site, limited to 50% plus 1 in outdoor pen at a time.

7. Any time an animal is on site for boarding or day care, the permit holder or employee must be present.
8. To mitigate potential adverse impacts related to noise, the permit holder shall implement the following noise mitigation measures:
 - a. All portions of the boarding shed which house dogs shall be fully insulated with ROCKWOOL Safe 'n' Sound, or equivalent, soundproofing insulation.
 - b. The permit holder shall not cause any existing landscaping (trees) located between the boarding shed or outdoor play area and the north, east and southeast property boundaries to be removed.
 - c. The permit holder shall plant a mix of viburnum, spruce and deciduous trees adjacent to the south side of the outdoor play area as described in the May 30, 2023 application materials. The plantings shall be installed by June 1, 2024.
 - d. The required fence / wall and plantings shall be installed prior to any boarding of animals.
 - e. The permit holder shall implement "quiet hours" in which no animals are allowed outdoors before 7:00 am or after 8:00 pm, aside from brief periods of time for waste elimination.
 - f. The boarding shed shall be both heated and cooled.
9. The permit holder may employ up to one two additional employees to be present at any given time.
10. The permit holder shall comply with all relevant Minnesota Statutes and Rules regarding animal welfare and humane standards.
11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use

Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Becky Meyer and/or William (Bill) Lloyd.
13. Any expansion of the use, including footprint of the boarding shed and/or outdoor play area or the number of animals, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/0719-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Blue Ribbon Tree Farm located North of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township, (PID #09.00119.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO: 23/0719-2
APPROVAL OF THE PRELIMINARY PLAT OF BLUE RIBBON TREE FARM

WHEREAS, property owners John Swanson & Janet Swanson and applicant Milo Horak submitted an application dated received May 31, 2023 and considered complete on June 2, 2023 for the Preliminary Plat of Blue Ribbon Tree Farm; and

WHEREAS, the applicant submitted a revised Preliminary Plat drawing dated June 15, 2023 showing that the proposed dedication of 33' for 405th Street North had been eliminated upon recommendation by Sunrise Township; and

WHEREAS, the property owners desire to create two buildable parcels from the 26.4± acre subject site; and

WHEREAS, the subject site is generally located north of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00119.00

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW 1/4) of Section Nine (9), Township Thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying easterly of County State Aid Highway Number Nine (9).

WHEREAS, notice was provided and on July 6, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Blue Ribbon Tree Farm is consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the request for Preliminary Plat is hereby recommended for approval, subject to the following conditions:

1. The Preliminary Plat of Blue Ribbon Tree Farm is approved per plat drawing dated signed May 31, 2023 and revised on June 15, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Access permits shall be required from the Chisago County Highway Department.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

On motion by Dunne, seconded by Dahlberg, the Board moved to enter into a Joint Powers Agreement for the treatment of Nonnative Phragmites on lakes located in Chisago County and within the Chisago Lakes Lake Improvement District. 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 agreement by and between Chisago County and WSB in support of the Chisago Lakes Lake Improvement District 2023 Common Carp East Zone Carp Baseline Data Collection project as presented. 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 2023 CLLID Budget Reallocation/Adjustment Request. 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 accept the July

12th Budget and Finance Report, moved to approve the 3 County Attorney positions requested by County Attorney Janet Reiter but recommended hiring on January 1st 2024, moved to approve using ARPA funding of \$40,600 from the Jail Demo ARPA allocation to fund the Update to “LENS” Record Management System, moved to approve using ARPA funding of \$5,500 from the Jail Demo ARPA allocation to fund Phase 2 Vendor Scanning project, moved to approve using ARPA funding of \$61,119.25 from the Jail Demo ARPA allocation to fund the Government Center Elevator Repair, moved to approve using \$29,480.00 unallocated 2023 CIP funds to fund improving Center City Public Works Cellular Service, moved to approve the hiring of three (3) contracted Community Health Workers in the Public Health Department. 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 contract between Chisago County and Leah Killian-Smith and Jonah Smith. 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 Agreements 215, 216, and – TRIO Wolf Creek, City of Lindstrom and Chisago County Parks. 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 the Opioid Expense for County Staff time during Quarter 2 of 2023. 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 agreement between the County and Tybex Technologies for the LENS Records Management Software Upgrades. 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 appoint Mr. Allen Siedow to the Chisago County Park Board to complete the 1/4/2022 – 1/4/2023 term. 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 Dahlberg, seconded by Greene, the Board moved to adjourn the meeting at 8:14 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
BOARD OF COMMISSIONERS
August 2, 2023**

TAB # 10

Recognition of Years with the County

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

EMPLOYEE	POSITION	YEARS WITH CHISAGO COUNTY
Joseph T	Co Engineer/PW Director	19
Lucas A.	Jail Sergeant	19
Christine J.	Social Service Sup CPS	16
Phillip J.	Investigator	16
Trent S.	Senior Social Worker	10
Alison A.	Social Worker - MSW	10
Susanna W.	Water Resource Manager	8
Michelle S.	Senior Social Worker	8
Kristy E.	Senior Social Worker	8
Bridgitte K.	Auditor/Treasurer	8
Bruce B.	Jail Sergeant	6
Diann H.	Social Worker	6
Jacob J.	Deputy Sheriff	6
Lisa B.	Eligibility Worker	5
Nicholas M.	Corrections Agent Sr	5
Kyle J.	Division Sergeant	5
Matthew J.	Corrections Officer	4
Joshua H.	Fiscal Operations Rep	3
Jaime S.	Code Enf Officer II	3
Christopher H.	Deputy Sheriff	3
Kate T.	Social Worker	2
Kevin F.	Telecommunicator	2
Nicole Z.	Social Worker	2
Benjamin E.	LID Administrator	1

Brittany J.	Senior Social Worker	1
Allysha N.	Records Clerk/Transcrip	1
Frank R.	Equipment Operator Hwy	1
Maggie C	Eligibility Worker	1
Jacob G.	Equipment Operator Hwy	1
Nicole H.	OSS / Parks & Admin	1

Chisago County Request for Board Action

Meeting Date: August 2, 2023	Item Number: 11
Title of Item for Consideration: Updated Local Transit Sales and Use Tax Agreement	
Action Requested by: Bridgitte Konrad	Department: Auditor-Treasurer
Previous Action on this Matter: Original Agreement - February 2016	
Background: In February 2016, Chisago County entered into an agreement with the Minnesota Department of Revenue for collection of the Chisago County 0.5% transit sales and use tax. The Department of Revenue is updating the agreements across the state. Changes include: a flat administrative fee of 1.35% effective 1/1/24; payment schedule changes to one payment 40 days after the returns are due; notice date for changes to the agreement and withholding amounts when the tax ends. The County Attorney's Office has reviewed the updated agreement and has no recommended changes. Attachment(s): Updated Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the updated agreement. The following motion is suggested: <i>“move to approve the attached Agreement Between the Minnesota Department of Revenue and Chisago County for Collection of a Local Transit Sales and Use Tax.”</i>	
Implications of Action: Approval will allow continued collection of the local transit tax for highway projects. Budget/Financial Implications: the funds collected funds highway projects. 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Agreement Between the Minnesota Department of Revenue and Chisago County for Collection of a Local Transit Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Chisago County Transit Sales Tax
- Chisago County Transit Use Tax

Laws of Minnesota Statute 297A.993 authorizes the above taxes. The taxes are imposed by Chisago County Resolution 15/1118-3 approved November 18, 2015.

Administration, collection, and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Chisago County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Chisago County. If the local tax revenues collected are not sufficient to cover actions taken, Chisago County must provide the department with sufficient funding to process all adjustments.

Chisago County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Chisago County further agrees to take corrective action within 90 days if notified by the department of required resolution language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Chisago County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Chisago County taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Chisago County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Chisago County tax jurisdiction will be registered for the Chisago County taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Chisago County taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Chisago County acknowledges that there is no cost-effective way to identify specific vendors located outside the Chisago County taxing jurisdiction who are required to be registered for Chisago County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Chisago County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Chisago County will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes and reference the department's website link.

Returns and remittance

Vendors will collect and remit Chisago County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Chisago County. Chisago County will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection related to July through December 2023, the department will continue to make two transmittals. The first will be transmitted approximately five business days after month end. The second transmittal will be sent approximately 40 days after month end. The second transmission will reflect any adjustments made for refunds issued by the department for tax reported in error. The department retains, from the second monthly payment, a fee for administering, collecting, and enforcing the Chisago County taxes as provided in this agreement. The department sends notification each month to the contact person showing the breakdown of the month's collections and administrative fees deducted.

For each month of collection beginning January 1, 2024, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Chisago County taxes as provided in this agreement. The department sends notification each month to Chisago County with the month's sales and use tax collections and the administrative fees deducted. See the calendar examples.

Reports

Upon request, the department will provide Chisago County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Chisago County must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Chisago County understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Chisago County's designated representative. Chisago County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Chisago County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Chisago County's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Chisago County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Chisago County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Chisago County will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The department will review its own direct and indirect costs for administering, collecting, and enforcing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Chisago County of the estimated cost for administering, collecting, and auditing the local taxes at least 180 days prior to when the change will be implemented.

For each month of collection related to July through December 2023, the following calculation of reimbursement for administrative costs will continue to apply.

All local jurisdictions share in the cost of local tax administration. The calculations are based on the share of total revenues and total tax lines reported on Minnesota sales and use tax returns for each local area. The department weights each jurisdiction's percentage of revenue by one third and their percentage of tax lines by two thirds to compute their monthly percentage of total administrative costs.

Example:

Assume monthly totals for all Local Sales Taxes:

Total Tax revenues	\$20,000,000.00
Total Tax lines on returns	90,000.00
Total Administrative costs	\$200,000.00

If Local Tax A has revenues of \$1,600,000.00 (8% of the total) and 9,000 tax lines (10% of the total) their share of monthly expenses would be 9.34% or \$18,680.00, which represents approximately 1.17% of their monthly revenues. The following is how the 9.34% was calculated:

$$\begin{aligned} 8\% \times 1/3 &= 2.67\% \\ 10\% \times 2/3 &= \underline{6.67\%} \\ &9.34\% \end{aligned}$$

For each month of collection beginning January 1, 2024, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Chisago County will pay a flat rate of 1.35% of sales taxes collected to cover the administration, collection, and auditing of local sales taxes.

Any changes required to balance costs and fees will be communicated according to the notification schedule noted above. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Chisago County after the last month that the tax is in effect. The report will indicate the total amount of Chisago County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Chisago County to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Chisago County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Chisago County will be notified of the final settlement.

Responsibilities

When the boundary limits for Chisago County change, it is the responsibility of Chisago County to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Chisago County updates or amends the county resolution relating to the Chisago County tax covered by this agreement, Chisago County must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Chisago County will then provide the department with a signed copy of the revised or amended resolution.

Chisago County must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Chisago County will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Chisago County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Chisago County.

Minnesota Department of Revenue

Signature: _____
Paul Marquart
Commissioner of Revenue

Date: _____

Chisago County Representative

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

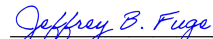
Print Name: _____

Print Title: _____

Date: _____

Reviewed and Approved to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY



Jeffrey B. Fuge
Assistant County Attorney
June 2, 2023

2024

Local Government Payment Schedule

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
				1	2	3
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Estimated Payment for December 2023
	Final Payment for December 2023
	Final Payment for November 2023
	Estimated Payment for January 2024
	Final Payment for January 2024

The payment dates are the approximate days the payments will be made. The payments will be made as close to the date listed as possible.

Business returns are due on the 20th of the month. If the 20th falls on a holiday or weekend, the returns are due the next business day.

Chisago County Request For Board Action

Meeting Date: August 2, 2023	Item Number: 12
Title of Item for Consideration: Temporary Liquor License Request – Franconia Sculpture Park	
Action Requested by: Bridgitte Konrad, County Auditor	Department: Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The application is for a 1 Day On-Sale Liquor License for the Franconia Sculpture Park on September 23, 2023. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval; 1. Franconia Sculpture Park – 9/23/2023 Attachment(s): License Application for 1-Day On-Sale Liquor License <i>(available with Clerk of the Board)</i>	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for 1 Day On-Sale Liquor License for the Franconia Sculpture Park on September 23, 2023. The suggested motion is as follows: <i>“Move to approve the License Application for 1 Day On-Sale Liquor License for the Franconia Sculpture Park on September 23, 2023.”</i>	
Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their events planned for the specific dates. 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: August 2, 2023	Item Number: 13
Title of Item for Consideration: Applications for Abatements (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	Department: Auditor/Treasurer
Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.	
Background: The applications are for the abatement (reduction) of property tax for tax payable in 2023. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement; - Diana Matheson – 09.00644.30 Attachment(s): - Applications for Abatement (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows: <i>“Move to approve the applications of abatement of taxes for the following tax parcel; 09.00644.30.”</i>	
Implications of Action: By approving the applications, the property owners will be paying the appropriate property tax in 2023. Budget/Financial Implications: Minimal impact on the County finances and budget. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: August 2, 2023	Item Number: 14
Title of Item for Consideration: ARPA – Broadband Grant – Franconia Township	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The Chisago County Board of Commissioners have allocated \$2,000,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funds for the expansion of high-speed broadband within Chisago County at the March 1st, 2023 Board of Commissioners Meeting. The American Relief Plan Act requires that eligible broadband projects must provide service upon completion that meet or exceeds 100 Mbps symmetrical service. Eligible projects are also required to participate in federal low-income subsidy programs upon completion and are encouraged to provide at least one low-cost option for service. Projects must be “substantially complete”, and funds must be expended by December 31, 2026. The term broadband typically means the home or business is served by high-speed Internet access that is always available to the user and is faster than dial-up technology. This service can be delivered by these technologies: Satellite, wireless techniques, fiber, a cable modem, digital subscriber line (DSL) or overpower lines (BPL). The Franconia Township is requesting \$200,000 in County ARPA Broadband Grant funding. The total cost of the Franconia Township project is \$462,869. When completed, this project will provide fiber broadband service to 153 customers. Attachment(s): • Franconia Township ARPA Broadband Grant Application (exhibits provided at meeting)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County ARPA Broadband Grant application for the Franconia Township at the amount requested, \$200,000. The following motion is suggested as follows: “Move to approve the ARPA Broadband grant application request from Franconia Township for \$200,000 .”	
Implications of Action: If the grant application is approved the County will be assisting Hometown Internet in providing Broadband access to 153 sites in Chisago County (Franconia Township). Budget/Financial Implications: \$200,000 of Chisago County ARPA Broadband Grant funds. There is no budget or levy impact. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	

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



Chisago County ARPA Broadband Grant Program

Background/Purpose/Goal

The Chisago County Board of Commissioners have allocated a total of \$2,000,000 of their total ARPA allocation to expand broadband internet access to the cities, townships, and broadband providers within Chisago County. There is a cap of \$200,000 per project/community, however the \$2,000,000 is subject to change at the discretion of the Board of Commissioners depending on interest in the program. The purpose of the program is to assist with financing for broadband infrastructure to unserved or underserved areas within Chisago County, so more residents of Chisago County can access high speed, reliable and affordable internet.

The Chisago County ARPA Broadband Grant Program is a 1:1 matching grant for the expansion of high-speed broadband within Chisago County.

Who is eligible?

Any Chisago County city, township or broadband provider is eligible to apply.

What areas are eligible?

Any unserved or underserved area located within Chisago County. For purposes of an ARPA Broadband Grant, an unserved or underserved household or business is one that is not currently served by a wireline connection that delivers a reliable broadband service with a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps). This also includes any area with lack of broadband and lack of reliable service.

What projects are eligible?

Only areas qualifying as unserved, or underserved are eligible for grant funding. However, an applicant may choose to present information on a larger project area to demonstrate context and sustainability of the proposal. The ARPA Broadband Matching Grant program has no minimum project size. The project may be as small as one house or one business if it qualifies as an unserved or underserved area.

For example, an applicant could request grant funds for a small project intended to address a service anomaly in an urban or suburban area that a provider has not been able to address to date due to cost. Upon project completion service shall reliably meet or exceed upload and download speeds of 100 Mbps unless it is impractical due to geography, topography, or excessive costs. In which, case 100 Mbps download speeds and 20 Mbps upload speeds are required.

What do the project's cost?

Recipients may use County ARPA Broadband Grant Program Funds to cover limited costs incurred for eligible projects pre-engineering, purchase of materials, labor costs, and community engagement. The purpose of the grant program is to assist in the costs of deploying the middle mile or last mile network. Ongoing maintenance



Chisago County

ARPA Broadband Grant Program

costs would not be eligible costs under the grant program. The funds may not be used to reimburse already served individuals or broadband providers for projects already completed.

Deadline

Applications are accepted on a rolling basis until the County Board's allocation has been depleted or ARPA funding can no longer be spent due to Federal law.

Contact

651-213-8877
chase.burnham@chisagocountymn.gov

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

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





Chisago County ARPA Broadband Grant Program

APPLICATION

Application must be completed in full to be considered

APPLICANT: Franconia Township
Address: PO Box 175, 25156 St Croix Trail Shafer MN 55074
Primary Contact Person: Owen Kuhnly
Primary Contact Email: mercmx@hotmail.com
Primary Contact Title: Franconia Township Chairman
Secondary Contact Person: Karen Anderson
Secondary Contact Title: Treasurer
Secondary Contact E-Mail: kanderson@franconiamn.com
Federal Tax Identification Number: _____

ARPA Broadband Grant Program Funds:

Please provide the specific unserved or underserved area located within Chisago County where the requested ARPA funds will be used to deliver high speed, reliable and affordable internet, which has a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps).

See exhibit 1 attached: Broadband Consultant Report for Chisago County for Franconia Township.

HomeTown Internet will target the area in Purple and Red as a priority.

In the likely event that due to geography, topography, or excessive cost and the above reference speeds are not attainable, HomeTown Internet will provide free service, testing and installation of the best available upload and download speeds to each homeowner and business.



Please provide what specific costs the funds will be used to address, pre-engineering, purchase of materials, labor costs, and community engagement.

Funding Request:

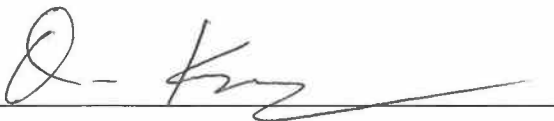
The Township of Franconia requests \$200,000 from Chisago County to partner with HomeTown Internet, LLC (HTI). HTI will contribute and provide a Ceragon Network, with 3 years, servicing, and maintenance. Labor, Installation, Customer Premises Equipment to approximately 153 customers, including HTI development cost and community involvement in the first year totaling \$462,869 for direct project costs. Franconia Township contributes \$100,000 for Customer Premise Equipment paid in arrears of installation; this can be paid on a quarterly basis.

Construction - Labor Middle Mile	\$	10,000
Construction - Material	\$	2,150
Community Involvement	\$	20,000
Electronics	\$	70,342
Customer Premise Installation - Labor	\$	80,000
Customer Premise - Equipment	\$	113,315
Professional Services and Engineering	\$	24,000
Installation and Testing	\$	35,000
Project Planning	\$	28,036
Project Development Fee and Overhead	\$	80,000
Total Ceragon & HomeTown Franconia Township Cost	\$	462,869

Installation of Project Franconia Township will begin 90 days after County Funds are received.

ACKNOWLEDGEMENT:

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



Applicant Contact Person

7-27-2023

Signature Date

