



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, November 1, 2023 County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Directors Update TAB 1

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

- | | |
|---|-------|
| 2.) Payment of County's Warrants for HHS | TAB 2 |
| 3.) Out of State Travel Request – Monthly Client Visit to Connecticut | TAB 3 |
| 4.) TriMin System Service Agreement for 2024 | TAB 4 |
| 5.) Children's Mental Health Screening Grant 2024 | TAB 5 |
| 6.) 2024-2025 County MFIP Biennial Service Agreement | TAB 6 |
| 7.) Request to Hire Community Health Worker (CHW) Jasmine Vann | TAB 7 |
| 8.) Opioid Settlement Council Name Change | TAB 8 |

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 – Out of State Travel Request – Connecticut | TAB 3 |
| 4.) HHS Committee Recommendation – TriMin System Service Agreement for 2024 | TAB 4 |
| 5.) HHS Committee Recommendation – Children's Mental Health Screening Grant 2024 | TAB 5 |
| 6.) HHS Committee Recommendation – 2024-2025 County MFIP Biennial Service Agreement | TAB 6 |
| 7.) HHS Committee Recommendation – Request to Hire CHW Jasmine Vann | TAB 7 |
| 8.) HHS Committee Recommendation – Opioid Settlement Council Name Change | TAB 8 |
| 9.) Payment of County's Warrants and Miscellaneous Bills | TAB 9 |
| 10.) Minutes from the October 18, 2023 Regular Meeting | TAB 10 |
| 11.) Recognition of County Staff November Anniversaries | TAB 11 |

Other County Business:

- | | |
|--|--------|
| 12.) Furnace Replacement – 'Heartland Transit' Building in North Branch | TAB 12 |
| 13.) Old Jail Demotion Project Change Orders | TAB 13 |
| 14.) Renewal of Commercial Lease Agreement with Arrowhead Transit (AEOA) | TAB 14 |
| 15.) 2023 MN Pollution Control Agency HHW Grant Authorization | TAB 15 |

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- Budget and Finance, Wednesday, November 8th at 3:00 p.m.
- Board of Commissioners, Wednesday, November 15th at 6:30 p.m.

Future Schedule

- AMC Annual Conference, Monday, December 4-6
 - Hyatt Regency Minneapolis, 1300 Nicollet Mall, Minneapolis MN 55403
- Truth in Taxation Public Hearing – December 6th at 7:00 p.m.



Chisago County Board of Commissioners
November 1, 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: October 24, 2023

I. Department Updates/Highlights:

Health and Human Services continues to be busy. The unwinding is continuing, with delays and rule changes from the state, but staff are working through them all to meet the needs of Chisago County residents.

We are currently working with our advocacy agencies; MICA, MACCSA, AMC, etc. to develop legislative proposals for the upcoming legislative session next year. Some of the priority legislation that we are looking at are around the 48-hour rule and bed capacity, modernizing health and human services technology, state investments to address workforce shortages, and funding changes to adequately support child protection services. Many other proposals are also being developed at this time and final priorities will be set before the January legislative session.

Our Income Maintenance Staff have begun the testing of our new METS paperless solution. Internal staff testing is occurring October 25th – 27th. We are still on track for full implementation in late November or early December.

Health and Human Services has completed our MFIP Biennial Service Agreement for 2024-2025. It has been posted for public comment and no comments were received. We are now waiting on state approval of our plan. We will continue to track its progress and bring it to Board for approval once we receive it.

Our Childcare Licenser continues her work on recruiting new providers. We currently have 54 licensed home daycare providers. There are seven new applicants, four of which are very close to being fully licensed. They have all applied for the \$2,000 grant from the Chisago County Collaborative Coalition. The hope is to end this year with 60 providers, which is more than we had when the year started. There is still funding for two additional grants with the Coalition. Additionally, there is a Child Care Provider Appreciation Training Event Thursday, October 26th at the North Branch High School. (Flyer attached) These

events were regular events prior to COVID and are now being brought back with funding from the Initiative Foundation to help pay for the trainer. There will also be other resource vendors present.

Health and Human Services hosted the annual Chisago County Operation Community Connect (OCC) October 19th at the North Branch High School. The event was well attended, with 86 families and over 150 people coming through. Families completed demographic surveys, and we can see that families from every corner of the County were in attendance.

II. Financial Notes:

HHS continues to be on track for our 2023 annual budget. We have had some additional expenses and currently have an individual in Anoka Metro Regional Treatment Center (AMRTC) who does not meet medical criteria (DMC). This is a placement cost we bear until appropriate placement is found. We are working with the state and providers to find appropriate placement.

Our collections continue to be ahead of last year's numbers. As of the end of September we have collected \$726,558. Our collections staff have been doing an outstanding job, while the state has enacted more policies to make collections less likely in the future.

III. Staffing Updates:

We have hired a new Public Health Community Health Worker. This is a new position, and we are excited to expand the work in Public Health. We are continuing interviews for two additional Community Health Workers that were approved.

We have also hired a new Financial Eligibility Worker in Income Maintenance to replace a recent staff departure.

Our new Child Welfare Social Worker position has now been filled, as well as the new Community Outreach Social Worker. The Child Welfare Worker will start November 6th and the Community Outreach Worker will start December 1st. We are also very excited to have these two new positions to better serve the citizens in Chisago County.

We are currently interviewing for a Behavioral Health/CD Case Manager.

Of note for the Board, we have seen a noticeable increase in the number of applicants we are receiving for our posted positions. We have also noticed that many of the applicants are coming from other counties. This is significant and we credit a lot of this to the implementation of the Baker Tilly study. Thank you to the Board members for your support.

Review Requests for Board Action:



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 1, 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
11/3/2023	\$ 43,089.62	11/1/2023	Commissioners Warrants
10/20/2023	\$272,438.21		Auditors Warrants
	\$315,527.83	Total	

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

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*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 1

Print List in Order By: 1
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

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10/25/2023 9:27:41AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	1066 ALL ABOUT BOOKS 05-451-470-0000-6838		111.69	CTC PH Supplies 10/13/2023 10/13/2023	190391	C & T C Grant Exp	N
	1066 ALL ABOUT BOOKS		111.69	1 Transactions			
4	10292 AMAZON CAPITAL SERVICES 05-430-700-0000-6401		8.99	Supplies 10/19/2023 10/19/2023	13FJ-TQVT-4JP1	General Supplies	N
6	05-460-310-0000-6401		91.86	Supplies 10/16/2023 10/16/2023	16LL-XN37-1YKJ	General Supplies	N
5	05-451-472-0000-6401		70.08	Supplies 10/19/2023 10/19/2023	19PC-4XWQ-FXPN	General Supplies	N
3	05-121-000-0000-6400		34.24	Supplies 10/19/2023 10/19/2023	1FKP-3TYJ-4MLT	Office Supplies	N
7	05-420-600-0000-6401		35.59	Supplies 10/21/2023 10/21/2023	1PNW-RVMD-63CK	General Supplies	N
7	05-430-700-0000-6401		53.39	Supplies 10/21/2023 10/21/2023	1PNW-RVMD-63CK	General Supplies	N
2	05-420-600-0000-6401		53.84	Supplies 10/15/2023 10/15/2023	1QMQ-3CG1-PV6V	General Supplies	N
2	05-430-700-0000-6401		80.76	Supplies 10/15/2023 10/15/2023	1QMQ-3CG1-PV6V	General Supplies	N
	10292 AMAZON CAPITAL SERVICES		428.75	8 Transactions			
8	[REDACTED] 05-451-480-0000-6846		300.00	Workforce Analysis&Development 09/01/2023 09/30/2023	September 2023	Workforce Grant Expense	Y
	[REDACTED]		300.00	1 Transactions			
11	2178 CHISAGO LAKES COMMUNITY EDUCATION 05-460-310-0000-6401		30.00	Age Well Expo Registration 10/20/2023 10/20/2023		General Supplies	N
	2178 CHISAGO LAKES COMMUNITY EDUCATION		30.00	1 Transactions			
9	1263 CHRISTENSON/BRANDIE 05-451-470-0000-6335		44.30	Travel Expense-Mileage 09/05/2023 09/29/2023		Worker Travel	N
10	05-451-470-0000-6844		115.22	Travel Expense-Mileage 09/05/2023 09/29/2023		MECSH Grant Exp	N

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10/25/2023 9:27:41AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
1263	CHRISTENSON/BRANDIE		159.52	2 Transactions			
30177	CINTAS CORPORATION						
12	05-420-600-0000-6241		6.67	Weekly Rug Service 10/16/2023 10/16/2023	4170923220	General Administration	N
12	05-430-700-0000-6241		13.33	Weekly Rug Service 10/16/2023 10/16/2023	4170923220	General Administration	N
12	05-451-430-0000-6800		15.09	Weekly Rug Service 10/16/2023 10/16/2023	4170923220	Other Expense	N
13	05-420-600-0000-6241		6.67	Weekly Rug Service 10/23/2023 10/23/2023	4171650141	General Administration	N
13	05-430-700-0000-6241		13.33	Weekly Rug Service 10/23/2023 10/23/2023	4171650141	General Administration	N
13	05-451-430-0000-6800		15.09	Weekly Rug Service 10/23/2023 10/23/2023	4171650141	Other Expense	N
30177	CINTAS CORPORATION		70.18	6 Transactions			
1268	DANNER/RIKEE						
14	05-430-700-0134-6335		160.91	Travel Expense-Mileage 09/07/2023 10/12/2023		DD Worker Travel	N
1268	DANNER/RIKEE		160.91	1 Transactions			
40105	DATABANK IMX LLC						
15	05-420-600-0000-6402		34,286.25	Computer Software 10/24/2023 10/24/2023	6112018159	Computer Software	Y
40105	DATABANK IMX LLC		34,286.25	1 Transactions			
5160	DHS MAPS						
17	05-420-640-0000-6298		85.76	09/2023 Federal Offset Fees 09/01/2023 09/30/2023	A300C328711	Fed Tax Offset	N
16	05-430-720-3140-6051		2,136.00	BSFE Co Match 09/01/2023 09/30/2023	A300MC132481	Pos Other Child Care	N
5160	DHS MAPS		2,221.76	2 Transactions			
1926	DNA DIAGNOSIS CENTER						
22	05-420-640-0000-6264		270.00	Genetic Testing 10/02/2023 10/02/2023	11656992023	Paternity Costs	N
1926	DNA DIAGNOSIS CENTER		270.00	1 Transactions			
9139	Heckel/Sara						

*** Chisago County ***



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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
30	05-430-700-0134-6335		31.72	Travel Expense-Mileage		DD Worker Travel
				09/06/2023 10/09/2023		
31	05-430-700-0137-6335		74.00	Travel Expense-Mileage		Adult Services Travel
				09/06/2023 10/09/2023		
9139	Heckel/Sara		105.72	2 Transactions		
5978	HENNEPIN COUNTY					
27	05-420-650-0000-6005		9.05	Medical Transportation Adm	213696	Ma Transportation
				10/04/2023 10/04/2023		
28	05-420-650-0000-6005		189.21	Medical Transportation Adm	213697	Ma Transportation
				10/04/2023 10/04/2023		
29	05-420-650-0000-6005		143.07	Medical Transportation Adm	213698	Ma Transportation
				10/04/2023 10/04/2023		
25	05-420-650-0000-6005		221.52	Medical Transportation Adm	213728	Ma Transportation
				10/04/2023 10/04/2023		
26	05-420-650-0000-6005		489.19	Medical Transportation Adm	213729	Ma Transportation
				10/04/2023 10/04/2023		
23	05-420-650-0000-6005		9.23	Medical Transportation Adm	213757	Ma Transportation
				10/04/2023 10/04/2023		
24	05-420-650-0000-6005		392.28	Medical Transportation Adm	213758	Ma Transportation
				10/04/2023 10/04/2023		
5978	HENNEPIN COUNTY		1,453.55	7 Transactions		
90061	INNOVATIVE OFFICE SOLUTIONS LLC					
32	05-430-700-0000-6401		105.57	Supplies	4351171	General Supplies
				10/12/2023 10/12/2023		
33	05-420-600-0000-6401		15.48	Supplies	4351173	General Supplies
				10/12/2023 10/12/2023		
33	05-430-700-0000-6401		31.87	Supplies	4351173	General Supplies
				10/12/2023 10/12/2023		
33	05-451-430-0000-6401		43.70	Supplies	4351173	General Supplies
				10/12/2023 10/12/2023		
90061	INNOVATIVE OFFICE SOLUTIONS LLC		196.62	4 Transactions		
3584	ITASCA COUNTY SHERIFF					
34	05-420-640-0000-6267		75.00		202302079	Other Co Sheriff Sop
				10/16/2023 10/16/2023		
3584	ITASCA COUNTY SHERIFF		75.00	1 Transactions		
9066	Jensen/Madelyn					

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10/25/2023 9:27:41AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
35	05-451-480-0000-6335		Travel Expense-Meals		Worker Travel	N
			10/17/2023 10/17/2023			
	9066 Jensen/Madelyn		22.80	1 Transactions		
	3868 MCMURRAY/TODD					
36	05-420-600-0130-6335		Travel Expense-Mileage		Ss Director Travel	N
			09/11/2023 10/16/2023			
36	05-430-700-0130-6335		Travel Expense-Mileage		Ss Director Travel	N
			09/11/2023 10/16/2023			
	3868 MCMURRAY/TODD		140.70	2 Transactions		
	5070 METRO LEGAL SERVICES INC					
37	05-420-640-0000-6269			3464510	Proff Process Servers	N
			10/17/2023 10/17/2023			
	5070 METRO LEGAL SERVICES INC		165.00	1 Transactions		
	5569 MN DEPT HUMAN SERVICES					
18	05-430-710-0000-5430		SFY CW-TCM Admin Fee	764496	Cw Tcm	N
			10/13/2023 10/13/2023			
20	05-430-740-0000-5435		SFY MH-TCM Child Admin Fee	764496	Children's TCM - Waiver R 74	N
			10/13/2023 10/13/2023			
19	05-430-741-0000-5435		SFY MH-TCM Adult Admin Fee	764496	Mh Adult Tcm	N
			10/13/2023 10/13/2023			
21	05-431-710-0000-5480		SFY LCTS Admin Fee	764496	Lcts 93.778	N
			10/13/2023 10/13/2023			
	5569 MN DEPT HUMAN SERVICES		550.00	4 Transactions		
	13976 NACCHO					
38	05-451-430-0000-6245		NACCHO Membership Dues	360584	Conferences, Training And Dues	N
			09/28/2023 09/28/2023			
	13976 NACCHO		580.00	1 Transactions		
	9127 Orion Associates					
39	05-430-700-0128-6240		C.A.R.S. FC&Day Care Providers	29055	Child Prot Staff Trng	N
			09/27/2023 09/27/2023			
	9127 Orion Associates		30.00	1 Transactions		
	9144 Peterson/Samantha					
40	05-430-700-0128-6335		Travel Expense-Mileage		Child Prot Staff Travel	N
			10/04/2023 10/06/2023			

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10/25/2023 9:27:41AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
9144	Peterson/Samantha		144.10	1 Transactions			
41	16034 PINE COUNTY SHERIFF'S OFFICE						
	05-420-640-0000-6267		60.00	10/02/2023	202301608	Other Co Sheriff Sop	N
	16034 PINE COUNTY SHERIFF'S OFFICE		60.00	1 Transactions			
42	6838 RAMSEY COUNTY SHERIFF						
	05-420-640-0000-6267		90.00	08/21/2023	202310824	Other Co Sheriff Sop	N
	6838 RAMSEY COUNTY SHERIFF		90.00	1 Transactions			
43	8359 RIVARD/ASHLEY						
	05-430-700-0128-6335		62.97	Travel Expense-Mileage		Child Prot Staff Travel	N
	8359 RIVARD/ASHLEY		62.97	1 Transactions			
45	7176 RUSH PRINTING INC						
	05-121-000-0000-6400		114.34	Veteran Services Supplies	21626	Office Supplies	N
44	05-430-700-0000-6401		182.38	Center City Supplies	21626	General Supplies	N
	7176 RUSH PRINTING INC		296.72	2 Transactions			
46	6716 SAUMER/LYNN						
	05-420-600-0132-6335		27.01	Travel Expense-Mileage		Accounting Travel	N
46	05-430-700-0132-6335		43.56	Travel Expense-Mileage		Accounting Travel	N
46	05-451-430-0000-6335		16.55	Travel Expense-Mileage		Worker Travel	N
	6716 SAUMER/LYNN		87.12	3 Transactions			
47	3350 SCHNEIDER/RUSHESS						
	05-451-470-0000-6335		54.79	Travel Expense-Mileage		Worker Travel	N
48	05-451-470-0000-6844		3.93	Travel Expense-Mileage		MECSH Grant Exp	N
	3350 SCHNEIDER/RUSHESS		58.72	2 Transactions			

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10/25/2023 9:27:41AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
52	9119 Snell/Frannie 05-420-600-0000-6562		County Van Interior Cleaning 10/11/2023 10/13/2023		Repairs	N
51	05-430-700-0000-6562		County Van Interior Cleaning 10/11/2023 10/13/2023		Repairs	N
49	05-430-700-0128-6335		Travel Expense-Mileage 10/02/2023 10/02/2023		Child Prot Staff Travel	N
50	05-430-700-0128-6335		Travel Expense-Parking 10/11/2023 10/13/2023		Child Prot Staff Travel	N
53	05-451-430-0000-6562		County Van Interior Cleaning 10/11/2023 10/13/2023		Repairs	N
	9119 Snell/Frannie		197.68	5 Transactions		
54	7459 ST CROIX CO SHERIFF'S DEPT 05-420-640-0000-6267		60.00	202301523	Other Co Sheriff Sop	N
	7459 ST CROIX CO SHERIFF'S DEPT		60.00	1 Transactions		
55	19308 STAR TRIBUNE 05-420-600-0000-6241		24.40	10601672	General Administration	N
55	05-430-700-0000-6241		36.60	10601672	General Administration	N
	19308 STAR TRIBUNE		61.00	2 Transactions		
56	8703 Stenson/Elizabeth 05-451-480-0000-6335		236.06		Worker Travel	N
57	05-451-480-0000-6335		26.00		Worker Travel	N
	8703 Stenson/Elizabeth		262.06	2 Transactions		
58	8412 THRON/KATE 05-430-700-0127-6335		36.40		Mh Travel	N
	8412 THRON/KATE		36.40	1 Transactions		
59	9023 Wolff/Kelly 05-420-600-0121-6335		314.40		Financial Travel	N

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10/25/2023 9:27:41AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

Vendor	Name		Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
9023	Wolff/Kelly		314.40	1 Transactions			
5 Fund Total:			43,089.62	Health And Human Services	33 Vendors	71 Transactions	
Final Total:			43,089.62	33 Vendors	71 Transactions		

*** Chisago County ***



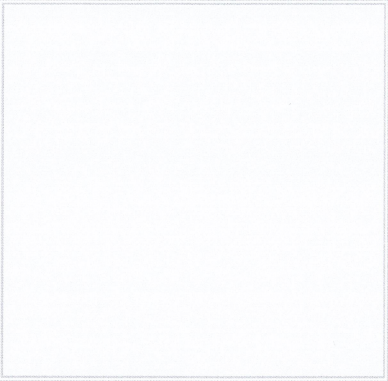
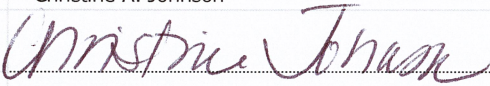
Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	5	43,089.62	Health And Human Services	
	All Funds	43,089.62	Total	Approved by,
				
				

Chisago County Request for Board Action

Meeting Date: November 1, 2023	Item Number: 3
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to Connecticut	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of \$3,240.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client from January 31, 2024 – February 1st, 2024, March 31st – April 1st, 2024, and May 31st – June 1st 2024. These dates allow the Social worker to visit the client. Attachment(s): Out of State Travel to Connecticut form – Kim Booker	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows: <i>“Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility.”</i>	
Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services. Budget/Financial Implications: The out of state travel will be paid with Budgeted Levy Dollars 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 _____

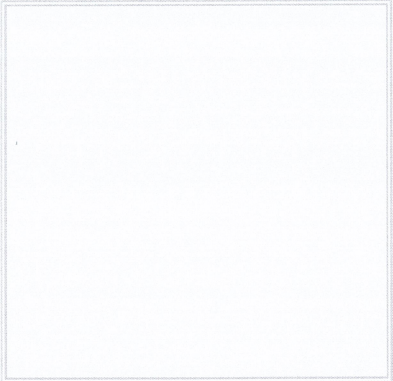
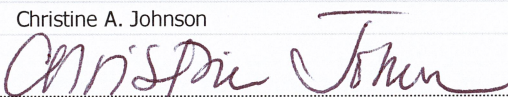
Chisago County Out-of-State Travel Request

Date Submitted	10/24/2023	
Employee Name	Kim Booker/or other assigned Children Services CM	
Department	Health and Human Services	
Destination	<u>Connecticut</u>	
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center	
Departure Date	31-Jan-24	
Return Date	1-Feb-24	
Total Travel Expenses		
Supervisor Name (PRINT)	Christine A. Johnson	
Supervisor's Signature		Date Approved 10/24/2023
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$600.00
Ground Transportation	Car rental/ parking		1	\$150.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$180.00
Meals			1	\$100.00
Mileage			1	\$50.00
		Grand Total		\$1,080.00

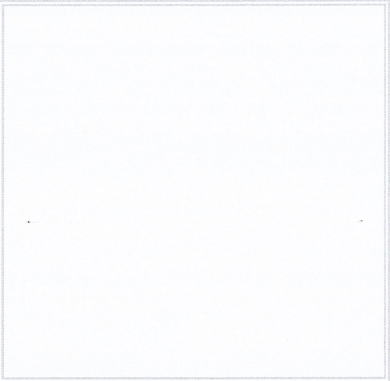
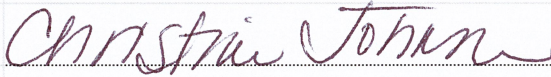
Chisago County Out-of-State Travel Request

Date Submitted	10/24/2023	
Employee Name	Kim Booker/or other assigned Children Services CM	
Department	Health and Human Services	
Destination	<u>Connecticut</u>	
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center	
Departure Date	31-Mar-24	
Return Date	1-Apr-24	
Total Travel Expenses		
Supervisor Name (PRINT)	Christine A. Johnson	
Supervisor's Signature		
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$600.00
Ground Transportation	Car rental/ parking		1	\$150.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$180.00
Meals			1	\$100.00
Mileage			1	\$50.00
Grand Total				\$1,080.00

Chisago County Out-of-State Travel Request

Date Submitted	10/24/2023	
Employee Name	Kim Booker/or other assigned Children Services CM	
Department	Health and Human Services	
Destination	<u>Connecticut</u>	
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center	
Departure Date	May 31, 2024	
Return Date	June 1, 2024	
Total Travel Expenses		
Supervisor Name (PRINT)	Christine A. Johnson	
Supervisor's Signature		
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$600.00
Ground Transportation	Car rental/ parking		1	\$150.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$180.00
Meals			1	\$100.00
Mileage			1	\$50.00
		Grand Total		\$1,080.00

Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 4
Title of Item for Consideration: TriMin System Service Agreement for 2024	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of TriMin Services Agreement dated January 1, 2023 through December 31, 2023.	
Background: TriMin Systems, Inc. provides computer programming and technical assistance for the maintenance and support of the Chisago County Health and Human Services Accounting Department's accounting software system. Attachment(s): TriMin System Service Agreement for 2024	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the TriMin System Service Agreement for 2024. The suggested motion is as follows: <i>“Move to approve the TriMin System Service Agreement for 2024.”</i>	
Implications of Action: Approval will allow TriMin Systems, Inc. to provide programming and technical assistance for the Health & Human Services Accounting Department's accounting software system. Budget/Financial Implications: Budgeted levy dollars of \$3,200.00. 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 _____

ACS / SWS Support Services Agreement for 2024

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

Chisago County (MN)

(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between Chisago County (MN), hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member (or past member) of a group of Minnesota county welfare and human services agencies and other entities, previously known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition

- A. Support: TriMin will provide remote application support for County via telephone and email. Support includes the following aspects:
1. Consultation and problem assistance, as scheduled
 2. New staff orientation/overview training, as scheduled
 3. Bug Fixes, as needed
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group (the group of counties using ACS and/or SWS) may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the User Group, with individual Counties each deciding to participate upon knowing the cost of the project and their expected contribution. Special project charges will only apply if a given county has agreed to said project and given approval to participate. Counties that do not participate would not receive the benefit of the project.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the User Group and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the User Group. Counties not wishing to participate may opt out, but will not receive the system modification.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 15, 2023.

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☒ **Annual Support for ACS, paid as one-time charge (one billing): \$1,600**

☒ **Annual Support for SWS, paid as one-time charge (one billing): \$1,600**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$180 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by the User Group prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the User Group.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and

employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the certificates of insurance as requested and provide that the insurance carrier will notify the User Group in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the code maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the User Group. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.
- V. Duration

The duration of this Agreement shall be January 1, 2024, to December 31, 2024, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

Accepted and Agreed for:

County: Chisago County

Signed By: _____

Name: Ben Montzka

Title: Chair, Board of Commissioners

Date: _____

Accepted and Agreed for:

TriMin Systems, Inc.:

Signed By: _____

Name: Joe McNiff

Title: Vice President

Date: _____

Chisago County Request For Board Action

Meeting Date: November 1, 2023		Item Number: 5	
Title of Item for Consideration: Children's Mental Health Screening Grant 2024			
Action Requested by: Robert Benson, Director		Department: Health and Human Services	
Previous Action on this Matter: Approved through 2023.			
Background: The Minnesota Department of Human Services has allocated funding for a Child Welfare/Juvenile Justice Screening Grant to support children's mental health screening, assessment and mental health services to children in the child welfare and juvenile justice systems. This grant funds screening for children who meet the following criteria: • is receiving protective services • is in out-of-home placement • has had parental rights terminated • been found to be delinquent • has been detained for an alleged delinquent act, and • is found to have committed a petty juvenile offense for the third or subsequent time Attachment(s): • CMH Screening Grant 2024			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the CMH Screening Grant. The suggested motion is as follows: <i>"Move to approve the CMH Screening Grant."</i>			
Implications of Action: Acceptance of this grant award will allow Chisago County to utilize state funding for Children's Mental Health screening, assessment and services to individuals meeting specified criteria. Budget/Financial Implications: State grant funding 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 _____

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the County. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

☒ State Funds Only
☐ Federal Funds Only
☐ Both State and Federal Funds

SWIFT Grant# /Encumbrance #: GRK_____ / 30000_____

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Center City, MN 55012-9665

Minnesota Tax I.D. No. (if applicable): 8026432



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Chisago County, an independent grantee, not an employee of the State of Minnesota, located at 313 N Main St, Room 239, Center City, MN 55012-9665 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2024**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd. 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by Minnesota Health Care Programs (MHCP) or other insurance.
6. For child welfare data, enter calendar year 2023 data into SSIS by March 15, 2024. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports annually via the SSIS system and continually monitor grant activities internally.

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant

requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment A**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 125, section 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **sixteen thousand four hundred eighty-eight dollars (\$16,488)**. The breakdown of the total award amount is as follows: Child Welfare, **three thousand four hundred thirty-five dollars (\$3,435)** and Juvenile Justice, **thirteen thousand fifty-three dollars (\$13,053)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

REPORTING PERIOD	INVOICE DUE
January 1, 2024 – March 31, 2024	April 30, 2024
April 1, 2024 – June 30, 2024	July 30, 2024
July 1, 2024 – September 30, 2024	October 30, 2024
October 1, 2024 – December 31, 2024	January 30, 2024

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Mollie Dusha** or successor. Phone and email: **651-431-4782, CMHSG.DHS@state.mn.us**. This

representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Robert Benson** or successor. Phone and email: **Robert.benson@chisagocounty.us, 651-213-5601**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Robert Benson** or successor. Phone and email: **Robert.benson@chisagocounty.us, 651-213-5601**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages,

including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the

person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

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

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____

Date: _____

Contract No: _____

2. COUNTY

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment 1 Budget				
BUDGET SUMMARY AND JUSTIFICATION FORM				
- Specify the grant amount received and detail all proposed expenses. The below form will expand or contract as necessary. The information should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. All information should be contained on the budget workbook, with no further narrative submitted. - The budget must contain a complete breakdown of budget category items and must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. - In any case where a category item is not clearly related to the project goals or activities, additional justification should be provided. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary. - Enter all amounts manually for fields E7-E23 and I7-I23 in the BUDGET SUMMARY tab (directly below). Automatic calculations will appear in fields E24, I24, and J24. Enter all amounts manually for fields D5-D21 in the BUDGET JUSTIFICATION SFY24 & SFY25 tabs. Automatic calculations will appear in field D22 in both of these tabs. You do not need to enter any \$ signs when manually entering amounts. Just enter the numerical value in each field. The dollar sign will automatically appear when you enter the numerical amount.				
For an example SFY23 budget and additional information and examples for each BRASS code, refer to the SAMPLE BUDGET SFY24 tab.				
BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2024 to June 30, 2024		July 1, 2024 to December 31, 2024		
BRASS Code	TOTAL BUDGET FY24	BRASS Code	TOTAL BUDGET FY25	
111 – Mental Health Screening (up to 55%)	\$4,533.00	111 – Mental Health Screening (up to 55%)	\$4,533.00	
197 – Local Collaborative Undifferentiated Services		197 – Local Collaborative Undifferentiated Services		
401 – Information & Referral	\$1,855.50	401 – Information & Referral	\$1,855.50	
402 – Community Education & Prevention		402 – Community Education & Prevention		
404 – Client Outreach	\$1,855.50	404 – Client Outreach	\$1,855.50	
405 – Child Outpatient Diagnostic Assessment/Psychological Testing		405 – Child Outpatient Diagnostic Assessment/Psychological Testing		
407 – Early Identification & Intervention		407 – Early Identification & Intervention		
416 – Transportation		416 – Transportation		
430 – Other Family Community Support Services		430 – Other Family Community Support Services		
451 – Emergency Response Services		451 – Emergency Response Services		
453 – Child Outpatient Psychotherapy		453 – Child Outpatient Psychotherapy		
455 – Child Outpatient Medication Management		455 – Child Outpatient Medication Management		
457 – Child/Family Psychoeducation		457 – Child/Family Psychoeducation		
462 – Family Based Services		462 – Family Based Services		
467 – Child Day Treatment		467 – Child Day Treatment		
489 – Child Respite Care		489 – Child Respite Care		
490 – Child Rule 79 Case Management		490 – Child Rule 79 Case Management		
TOTAL FUNDS State Fiscal Year 2024	\$8,244.00	TOTAL FUNDS State Fiscal Year 2025	\$8,244.00	\$16,488.00

BUDGET SUMMARY AND JUSTIFICATION FORM

A separate budget justification is required for each state fiscal year (i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.

BUDGET JUSTIFICATION FY24: January 1, 2024 to June 30, 2024

BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 1
111 – Mental Health Screening (up to 55%) - Costs of screening instruments, copies, and translations - Staff time in administering screenings - Entering screening data into SSIS/CSTS - Staff mental health trainings - Supervision for staff who complete screenings	111 – Mental Health Screening 60.44 hours every 6 months at \$75.00 an hour is \$4533.00	\$4,533.00
401 – Information & Referral - Provision of information to individuals within the <i>target populations (child welfare and juvenile justice)</i> on social services - Assistance to <i>children/youth with a positive mental health screening</i> and parent/guardian in making contact with a resource that can respond to their needs or problems - Providing information and referral for <i>children/youth with a positive mental health screening</i> or to a parent/guardian regarding - Community support groups - Parenting groups - Diagnostic assessments - Individual and family therapy	401 – Information & Referral \$1,855.50 with a cost of \$75 an hour will give us 24.74 hours every 6 months for referring children and their parents to appropriate resources.	\$1,855.50
404 – Client Outreach Services designed to locate children/youth within the <i>target populations (child welfare and juvenile justice)</i> who may have severe emotional disturbance, inform them or their families of available community support services, and assure they have access to those services.	404 – Client Outreach \$1,855.50 with a cost of \$75 an hour will give us 24.74 hours every 6 months for referring children and their parents to appropriate resources.	\$1,855.50
TOTAL State Fiscal Year 1		\$8,244.00

BUDGET SUMMARY AND JUSTIFICATION FORM		
A separate budget justification is required for each state fiscal year (i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.		
BUDGET JUSTIFICATION FY25: July 1, 2024 to December 31, 2024		
BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 2
111 – Mental Health Screening (up to 55%) - Costs of screening instruments, copies, and translations - Staff time in administering screenings - Entering screening data into SSIS/CSTS - Staff mental health trainings - Supervision for staff who complete screenings	111 – Mental Health Screening 60.44 hours every 6 months at \$75.00 an hour is \$4533.00	\$4,533.00
401 – Information & Referral - Provision of information to individuals within the <i>target populations (child welfare and juvenile justice)</i> on social services - Assistance to <i>children/youth with a positive mental health screening</i> and parent/guardian in making contact with a resource that can respond to their needs or problems - Providing information and referral for <i>children/youth with a positive mental health screening</i> or to a parent/guardian regarding - Community support groups - Parenting groups - Diagnostic assessments - Individual and family therapy	401 – Information & Referral \$1,855.50 with a cost of \$75 an hour will give us 24.74 hours every 6 months for referring children and their parents to appropriate resources.	\$1,855.50
404 – Client Outreach Services designed to locate children/youth within the <i>target populations (child welfare and juvenile justice)</i> who may have severe emotional disturbance, inform them or their families of available community support services, and assure they have access to those services.	404 – Client Outreach \$1,855.50 with a cost of \$75 an hour will give us 24.74 hours every 6 months for referring children and their parents to appropriate resources.	\$1,855.50
TOTAL State Fiscal Year 2		\$8,244.00

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 6
Title of Item for Consideration: 2024-2025 County MFIP Biennial Service Agreement	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of the MFIP Biennial Service Agreement for 2014-2015, 2016-2017, 2018-2019, 2020-2021 and 2022-2023.	
Background: The Minnesota Family Investment Program (MFIP) requires counties to have a service agreement approved by the Minnesota Department of Human Services in order to receive consolidated funds. • MFIP service assesses efforts toward the goal of individual economic security and stability for low income families. • Provides the State of Minnesota Department of Human Services with assessment and summary needs, resources available, budgets related to allocated resources, community participation and review of service planning and development for this population. • Approval by the County Board must accompany Department of Human Services approval for Chisago County to receive these funds. This will be \$368,041.00 each of the next two years. • Chisago County contracts with Central Minnesota Jobs & Training Services Incorporated for the provision of these services. Attachment(s): • 2024-2025 County MFIP Biennial Service Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2024-2025 County MFIP Biennial Service Agreement. The suggested motion is as follows: <i>“Move to Approve the 2024-2025 County MFIP Biennial Service Agreement.”</i>	
Implications of Action: Approval will authorize Health & Human Services to access funding from the state of Minnesota to provide economic stability services to income eligible citizens of Chisago County. Budget/Financial Implications: Funding from the state of Minnesota. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	

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

2024-2025 County and Tribal Nation MFIP Biennial Service Agreement

January 1, 2024 - December 31, 2025

Page 1 of 21

Enter the county or tribal nation's unique ID number

13CHI705

*Required field

Contact Information

COUNTY/CONSORTIUM NAME

Chisago

PLAN YEAR

2024-2025

*CONTACT PERSON

Jessica Skogman

*TITLE

Financial Services Supervisor

*ADDRESS

6133 402nd Street

*CITY

Norht Branch

*STATE

MN

*ZIP CODE

55056

*PHONE NUMBER

651-213-5265

*EMAIL ADDRESS (where correspondence related to this form will be sent)

jessica.skogman@chisagocountymn.gov

*CONFIRM EMAIL ADDRESS

jessica.skogman@chisagocountymn.gov



Note: Please review Bulletin #23-11-02: 2024-2025 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines for more details before you complete this document.

A. Needs Statement

1. Identify challenges in financial assistance that are prohibiting you from properly serving MFIP/DWP families in your community.

Engagement strategies with the population we serve can be problematic at times. However, the ability to sanction clients will assist us in the coming service agreement.

9830 characters remaining

2. * Identify challenges in employment services that are prohibiting you from properly serving MFIP/DWP families in your community.

The current economy seems to be holding steady and Minnesota's unemployment rate was 2.9 percent in June on a seasonally adjusted basis while the labor force participation rate held steady at 68.4 percent (Department of Employment and Economic Development mn.gov). However, those who are not working in this economy truly are the "hardest to serve", which implies that the needs of some MFIP and DWP participants may be beyond the scope of services that are typically available through employment and training services alone, necessitating more intensive case management.

Many of our public assistance recipients have spent years in poverty, where their immediate concerns are whether they can afford next month's rent or heating bill rather than finding work. When participants do find a job, they face added barriers of lack of transportation, and childcare.

Additional challenges that have been on the rise are mental health including substance use disorder (SUD) and children with special needs. Both challenges affect the participants ability to participate with employment services. Serving the "hard to serve" requires increased staff time spent administering staff-assisted assessments, job search coaching, individualized plan development, and making referrals to community-based organizations for those needing additional resources and often guiding the and assisting with that process side by side even after a referral is made, to address challenges. Although caseload numbers may not increase per ES, the higher level of need for the participant being served requires more one-on-one time.

8390 characters remaining

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

From the beginning of the enrollment process, CMJTS Employment Specialists (ES) believe in an individualized approach to serving program participants. The ES provides support for participants and guides individuals through difficult times, helping maintain the positive momentum that will result in eventual self-sufficiency. By blending and braiding many funding streams like WIOA Adult, Youth Programs, and additional grants to serve the entire family, CMJTS improves participant and family outcomes. In addition, co-enrolling participants into programs increase the opportunity for MFIP and DWP participants to benefit from training that leads to careers that show strong demand for workers and pay self-sufficient wages.

CMJTS is a Proud Partner of CareerForce, and we have several locations across central Minnesota to serve our participants' job search needs. For those still resistant to meet in person, the ES accommodates their needs via virtual meetings, over the phone, and through technology.

The CMJTS ES has a strong knowledge of local community resources that may be particularly important for sustaining program success. If a participant's current circumstances indicate the need for assistance, the ES will discuss support services. A referral is made to community resources when the customer cannot meet some or all of their needs alone.

8637 characters remaining

A. Needs Statement (continued)

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

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

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

5. County/Tribal Nation Program Contact Information

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

*MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME	*PHONE NUMBER	*EMAIL ADDRESS
Christina Pflueger	320-510-5266	cpflueger@cmjts.org
*DWP STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
Christina Pflueger		
*FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
Jessica Skogman	651-213-5265	jessica.skogman@chisagocountymn.gov

A. Needs Statement (continued)

6. Employment Services Provider(s) Information

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

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

NAME		ADDRESS	
Cental Minnesota Jobs and Training Services, Inc.		406 East 7th Street, Monticello, MN 55362	
CONTACT PERSON		PHONE NUMBER	EMAIL
Christina Pflueger		320-510-5266	cpflueger@cmjts.org
Population Served	☒ MFIP ES	☒ DWP ES	☒ FSS
	☐ Teen Parents	☒ 200% FPG	☐ Other

B. Service Models

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

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

☒ Home visits

☒ Sanction outreach services

☒ Off-site meeting opportunities

☐ Incentives – specify:

☒ Virtual appointments

☐ Workforce One Connect app

☐ Other – specify:

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

☐ Sector job development

☒ Individual job development

☐ Other – specify:

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

☐ No

☒ Yes – check all activities employer provides:

☒ Interview opportunities

☒ Job skills training

☒ Job placement

☒ Job shadowing

☒ On-site job training

☒ Work experience

☐ Helps plan training programs

☐ Other – specify:

4. **Do you provide the following services to prepare participants for work?*

☐ No

☒ Yes – check all that apply:

☒ Transportation

☒ Soft skills training

☒ Financial planning

☒ Mentoring

☐ Other – specify:

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

☐ No

☒ Yes – check all that apply and answer the follow up question below:

☒ Available to assist with issues that develop on the job

☒ Financial planning

☒ Soft skills training

☐ Mentoring

☒ Transportation

☒ Personal contact with the employee

HOW OFTEN?

☐ Other – specify:

If yes, how long do you provide job retention services?

☒ Less than 3 months

☐ 3-6 months

☐ 7-12 months

☐ More than one year

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

☐ No

☒ Yes – check all that apply:

☒ Career laddering

☒ Networking

☒ Coaching/mentoring

☒ Ongoing job search

☒ Education/training

☐ Other – specify:

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

☐ No

☒ Yes – check all that apply:

☐ Pathways to Prosperity (P2P)

☐ Work Keys

☒ National Career Readiness Certificate (NCRC)

☐ Other – specify:

Family Stabilization Services (FSS)

- | | | |
|--|--|--|
| ☒ Licensed physician | ☒ Physician assistant | ☒ Advanced practice registered nurse |
| ☒ Physical therapist | ☐ Occupational therapist | ☒ Licensed social worker |
| ☐ Licensed psychologist | ☐ Certified school psychologist | ☒ Mental health professional |
| ☐ Certified psychometrist | ☐ Other – specify: <input type="text"/> | |

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

- ☐ No ☒ Yes

Career services are available to all individuals.

- ☐ Child care
 ☐ Job retention services
 ☐ GED
 ☒ ABE/ELL classes
☒ Job postings
 ☒ Computer lab access
 ☐ Support services
 ☐ Transportation/vehicle repair
☐ Other – specify:

☐ Up to 3 months ☐ 6 months ☐ 12 months ☒ Other – specify: As long as they need universal assistance.

- Career services are available to all individuals.

- ENT (Employment and Training) verifies all income for the prior 6 months.

B. Service Models (continued)

Minnesota Family Investment Program (MFIP) Services for Teen Parents

1. **Are there specialized workers who work primarily with teens?*

☐ No ☒ Yes – check all that apply for each age group:

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

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

☐ No ☒ Yes

Minors (under age 18)

- ☐ Financial worker
- ☐ Employment service worker
- ☒ Social worker (Social Services)
- ☐ Public health nurse
- ☐ Child care worker
- ☐ Child protection worker
- ☐ Other job role

Age 18 / 19

- ☐ Financial worker
- ☒ Employment service worker
- ☐ Social worker (Social Services)
- ☐ Public health nurse
- ☐ Child care worker
- ☐ Child protection worker
- ☐ Other job role

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

Minors (under age 18)

- ☐ Yes, mandatory
- ☒ Yes, voluntary
- ☐ No

Age 18 / 19

- ☐ Yes, mandatory
- ☒ Yes, voluntary
- ☐ No

C. Addressing Equity

1. *Describe how you are ensuring your services are inclusive and accessible for all.

CMJTS strives to provide inclusive and accessible services to all. CMJTS leverages experience and lessons learned from past and current programs to engage persons of color and customize all services to meet the needs of each participant. In addition, CMJTS has provided training and continues to offer ongoing training to staff to ensure participants are treated with respect and are sensitive to cultural and ethnic customs.

2. *How are you working to advance equity in service delivery in your county/Tribal Nation?

Recently CMJTS has established an internal Diversity, Equity, Inclusion and Belonging Committee. The group is focused on assessing CMJTS staff on their cultural competency using the Intercultural Developmental Inventory (IDI). This is helping CMJTS identify gaps in cultural competence and providing additional training to make sure service delivery is inclusive across the board.

3. *Do you provide equity and diversity training for workers?

- ☐ No
☐ Yes, voluntary
☒ Yes, mandatory

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

- ☒ No ☐ Yes – check all that apply:

- | | | | |
|---|--|--|---|
| ☐ African American | ☐ African immigrant | ☐ American Indian | ☐ Asian American |
| ☐ Asian immigrant | ☐ Hispanic/Latino | ☐ Newly arrived immigrant | |
| ☐ Other – specify: | | | |

D. Collaboration and Communication with Others

Workforce One

1. *How many Financial Workers have access to Workforce One?

11
2. *How many Child Care assistance workers have access to Workforce One?

2
3. *How many support staff have access to Workforce One?

0

Workforce One Connect App

1. *Does your county/Tribal Nation have the Workforce One Connect app available to participants?

☐ No – explain:

☒ Yes – indicate which of the following groups are utilizing the app features in Workforce One:

☒ Employment services

☐ Financial workers

☐ Child care workers

☐ Other – specify:

MAXIS

1. *How many employment services staff have MAXIS access?

0
2. *How many managers/supervisors have MAXIS access?

1
3. *Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

Employment Service staff and the Financial Assistance Supervisor print and review monthly reports and identify any areas where discrepancies appear. The ES staff meets regularly with the Eligibility Workers to resolve any discrepancies. The more important task of these meetings is to collaborate and share information on the progress and struggles our families are experiencing. If either the ES or financial worker received documentation or information indicating a participant is unable to fully-participate in required work activities, the ES or count financial worker will notify the other party immediately. Likewise, when the ES or financial worker receives documentation of activity participation hours (e.g., copies of paystubs), this information is share, as appropriate. Es staff regularly enter documentation of all activities (e.g., job search and job readiness activities, unpaid employment activities, education and training activities) into Workforce One participation hours.

The Department of Employment and Economic Development (DEED) pulls required data (in MAXIS and Workforce One) from the Data Warehouse to ensure performance measures are being met, including DEED data sets, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are scheduled and are essential to significant improvement to participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. These meetings are used to verify MAXIS coding and Workforce One activity hours for each participant.

D. Collaboration and Communication with Others (continued)

Child Care Assistance Program

1. **What strategies does your agency use that involve MFIP and/or Employment Services staff to support timely and consistent receipt of child care assistance through the Child Care Assistance Program? Check all that apply.*
- ☐

Shared electronic document management system
- ☒

Regular case consultation meetings
- ☐

Workers with dual MFIP and CCAP role
- ☐

Workers with dual Employment Services and CCAP role
- ☒

Specific CCAP workers process MFIP child care cases
- ☐

MFIP and/or Employment Services workers receive training related to CCAP
- ☒

Communication with CCAP worker via phone, email or fax
- ☐

Use of agency-developed forms or documents
- ☐

MFIP and/or Employment Services workers assist families with completing CCAP paperwork (for example, the CCAP application)
- ☐

MFIP and/or Employment Services workers have MEC2 Inquiry access
- ☐

Other – specify:

2. **What barriers prevent timeliness?*

Application process is problematic due to our current paperless system. We are currently working with our solution provider to enhance our OnBase system.

E. Emergency Services

1. *Does your County/Tribal Nation provide emergency or crisis services from your Consolidated Fund?

☐ No ☒ Yes

2. *Submit a copy of your Emergency Assistance policy as an attachment.

Describe any major changes you've made to this policy below.

None. See attached for complete policy.

F. Measures

Performance Measures

Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on Statute 256J.626, subdivision 7.

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

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

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2023: <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4651J-ENG>. A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2023 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2024.

[Minnesota Family Investment Program 2023 Annualized Self-Support Index \(PDF\)](#)

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

Chisago County is within range.

9968 characters remaining

If your service area performed "above" or "within," you can go to Section G.

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

F. Measures (continued)

Racial/Ethnic Disparities

A racial/ethnic disparity is defined as a one-year Self Support Index that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in the county or consortium. The report "Annualized MFIP Performance Measures by Racial/Ethnic or Immigrant Group and by County, County Consortium, and Tribal Provider" is now available at <https://public.tableau.com/app/profile/tyler.borgmann/viz/AnnualizedS-SISuccessRatebyRacialEthnicorImmigrantGroup/SSISuccessRateDashboard-intro>

To view your agency's measurement, click on the "S-SI Success Rate by Agency" button. This will bring you to the statewide data for 2022. From the first drop down you can select your county, county consortium or Tribal Nation. If you note any groups that are below the line (indicated by a green bar) your county, county consortium or Tribal Nation will answer the next question below:

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

CMJTS continues to embrace the state's mission to serve higher percentages of populations experiencing disparities in education and employment and face multiple employment barriers. Furthermore, CMJTS is committed to continued outreach to priority populations outlined in the Local Unified Plan of our 11-county service area, including Meeker County.

CMJTS Employment Services will take steps to address our population's economic difficulties and, most importantly, to help ensure the people hardest hit by the pandemic, our BIPOC communities, have access to the resources available through MFIP and DWP services. The local workforce system faces some complex challenges in addressing inequities to employment and education for targeted populations. Strategies will include targeted outreach and engagement, increased staff knowledge, and specific program development for those populations experiencing disparities, disabilities, offenders, new Americans, older workers, and veterans. Strategies include:

- DEED offers frequent diversity and inclusion sessions for all managers and staff.
- CMJTS leadership and all staff have received training on implicit biases and inclusive behaviors and communication.
- All Career Force partners actively seek out diverse communities in recruitment for job vacancies.
- CMJTS completes an annual affirmative action plan and meets the requested annual reports back to this plan.
- Annually, the local board submits a letter from the CEO reaffirming our commitment to affirmative action.
- CMJTS has an internal DEI committee that was newly established

For CMJTS to reduce these disparities, employment services will participate in targeted outreach and subsequent co-enrollment into CMJTS employment and training programs. Program goals will include using a training curriculum specific to low-skilled English speakers and sharing best practices for workplace accommodations for new immigrant employees. Economic disparities will be reduced as participants gain work skills, earn workplace credentials, and obtain employment or further education within in-demand occupations.

G. Program Monitoring and Compliance

1. **What procedures do you have in place to ensure that program funds are being used appropriately as directed in law? Check all that apply.*

☒ Budget control procedures for approving expenditures
☐ Cash management procedures for ensuring program income is used for permitted activities
☒ Internal policies around use of funds (i.e. participant support services)
☐ Other – specify:
2. **What procedures do you have in place to ensure program policies are followed and applied accurately? Check all that apply.*

☒ Case consultation
☒ Sample case review by supervisors
☒ Sample case review by lead worker/mentor
☒ Sample case reviews by peers
☐ Other – specify:
3. Effective August 1st, 2023, counties and Tribal Nations are no longer required to administer random drug tests to MFIP participants who are convicted drug felons but may do so at the county or Tribal Nation's option. If applicable, what procedures/policies do you have in place for administering random drug tests to MFIP participants who are convicted drug felons as allowed by Minnesota Statutes, section 256J.26, subdivision 1? Select one.

☐ Written policy within the MFIP unit
☐ Coordination with Corrections
☐ Currently establishing new policy/procedure(s)
☒ Other – specify:

Submit a copy of your written policy as an attachment.

H. Administrative Cap Waiver

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work, or a community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs per MN Statute 256J.626, Subdivision 2.

If your County/Tribal Nation is interested in applying for the waiver for the coming biennium, please complete the following four questions.

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

n/a

3997 characters remaining

2. Explain the reasons for the increased administrative cost.

n/a

3997 characters remaining

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

n/a

3997 characters remaining

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

n/a

3997 characters remaining

If your County/Tribal Nation is providing unpaid work experience activities for MFIP participants and you don't already have an Injury Protection Plan (IPP) in place, please click on this [\[LINK\]](#) to fill out the IPP form. Email the completed form to: Jonathan.Hausman@state.mn.us.

I. Provider Choice

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

Does your County/Tribal Nation:

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

I. Provider Choice (continued)

Financial Hardship Request

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

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

1. If the County/Triban Nation had a choice of providers in calendar year 2023, describe:

- factors that have changed which indicate a financial hardship,
 - why the hardship is expected to continue, and
 - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the County/Tribal Nation.

n/a

1997 characters remaining
2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:

- major factors which prevent the County/Tribal Nation from utilizing these options and include a cost analysis of each option considered; and
 - the process used to determine the cost of other options (RFP or other County/Tribal Nation process).

n/a

1997 characters remaining
3. If the County/Tribal Nation proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant County/Tribal Nation funds. The description should include information about what steps will be taken to ensure that staff have the experience and skills to deliver employment services.

n/a

1997 characters remaining

Financial Hardship requests will be reviewed by the Department of Human Services (DHS) and the Department of Employment and Economic (DEED) leadership. DHS and DEED will also look at the amount budgeted by the County/Tribal Nation for employment and training during calendar year 2023 and use this amount as a guide to determine whether the amount budgeted by the County/Tribal Nation for calendar year 2024 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor County/Tribal Nation programs to ensure outcomes are achieved and services are being delivered consistent with state law. For additional information or if you have questions, please email Pamela McCauley at Pamela.McCauley@state.mn.us.

J. Budget

Click on the link below to review your service area's 2024 MFIP allocation and Federal Funding Sources:

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

In the budget table below, indicate the amount and percentage for each item listed for the budget line items for calendar years 2024-2025. Also note:

- Refer to the 2024-25 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- MFIP administration is capped at 7.5 percent unless the county is approved for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver.
- The percentage of Employment Services DWP budget should be significantly less than, the Employment Services MFIP budget.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- If "other" is used, briefly state or describe the line item. "Other" expenditures include any costs that are not related to administering MFIP, DWP or Emergency program services or atypical costs. All services must be an allowable service under the MFIP Consolidated Fund.
- Email Brandon Riley at brandon.riley@state.mn.us, if you need assistance or have questions with the budget section.

2024 Budget

Budgeted Amount	Percent	Line Items
39,448.00	10.72%	Employment Services (DWP)
156,661.00	42.57%	Employment Services (MFIP)
84,000.00	22.82%	Emergency Services/Crisis Fund
17,122.00	4.65%	Administration (cap at 7.5% or up to 15% with an approved administrative cap waiver)
55,739.00	15.14%	Income Maintenance Administration
0.00	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
0.00	0.00%	Under 200% Services
0.00	0.00%	Capital Expenditures
15,071.00	4.09%	Other: Participant Support Services
\$368,041.00	100.00 %	Total

2025 Budget

Budgeted Amount	Percent	Line Items
39,448.00	10.72%	Employment Services (DWP)
156,661.00	42.57%	Employment Services (MFIP)
84,000.00	22.82%	Emergency Services/Crisis Fund
17,122.00	4.65%	Administration (cap at 7.5% or up to 15% with an approved administrative cap waiver)
55,739.00	15.14%	Income Maintenance Administration
0.00	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
0.00	0.00%	Under 200% Services
0.00	0.00%	Capital Expenditures
15,071.00	4.09%	Other: Participant Support Services
\$368,041.00	100.00 %	Total

K. Certifications and Assurances

Public Input

*Prior to submission, did the County/Tribal Nation solicit public input for at least 30 days on the contents of the agreement?

☐ No ☒ Yes

Was public input received?

☒ No ☐ Yes

If received but not used, please explain.

K. Certifications and Assurances

Assurances

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

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

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

Federal funds. Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to County/Tribal Nation. In the event of such termination, County/Tribal Nation shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that County/Tribal Nation is a "contractor" and not a "subrecipient" pursuant to 2 C.F.R section 200.331.

Pass-through requirements. County/Tribal Nation acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, County/Tribal Nation may be subject to certain compliance obligations. County/Tribal Nation can view a table of these obligations in the Health and Human Services Grants Policy Statement,[1] Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and County/Tribal Nation agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[2]

1. County / Tribal Nation:

Chisago

(Must match the name associated with the Unique Entity Identifier.)
2. County / Tribal Nation Unique Entity Identifier (EUI):

13CHI705

Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match County/Tribal Nation name.
3. Federal Award Identification Number (FAIN): 2201MNTANF and 2301MNTANF
4. Federal Award Date: October 1, 2022 (projected) (The date of the award to the MN Dept. of Human Services.)
5. Period of Performance: January 1, 2024 – December 31, 2025
6. Budget period start and end date: January 1, 2024 – December 31, 2025
7. * Amount of federal funds:

A. Total Amount Awarded to DHS for this project: \$103,290,000 (projected)

B. Total Amount Awarded by DHS for this project to County/Tribal Nation named above: \$

368,041.00
8. Federal Award Project description: Temporary Assistance for Needy Families (TANF)
9. Name:

A. Federal Awarding Agency: Administration for Children and Families

B. MN Dept. of Human Services (DHS)

C. Contact information of DHS's awarding official: Jovon Perry, Jovon.perry@state.mn.us
10. * Assistance Listings Number & Name (formerly known as CFDA No.):

Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No.:

NUMBER:

93.558

NAME:

Temporary Assistance for Needy Families (TANF)

Total amount made available at time of disbursement: \$

368,041.00
11. * Is this federal award related to research and development?

☒ No ☐ Yes
12. Indirect Cost Rate for this federal award is: up to 15% (including if the de minimis rate is charged)

Service Agreement Certification

☒ Checking this box certifies that this 2024 - 2025 MFIP Biennial Service Agreement has been prepared as required and approved by the County/Tribal Nation board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the County/Tribal Nation board of commissioners or authorized designee, their mailing address and the name of the county.

*DATE OF CERTIFICATION

9/19/2023

*NAME (CHAIR OR DESIGNEE)

Robert Benson

*COUNTY/TRIBE

Chisago HHS

*MAILING ADDRESS

313 North Main Street

*CITY

Center City

*STATE

MN

*ZIP CODE

55012

If your county/tribal agency is unable to complete your BSA by October 15th, 2023, you will need to request an extension by emailing Jonathan.Hausman@state.mn.us. Please provide additional information about why you were not able to complete this form.

Save or Submit

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

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

Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 7		
Title of Item for Consideration: Request to Hire Community Health Worker Jasmine Vann			
Action Requested by: Robert Benson, Director		Department: Health & Human Services	
Previous Action on this Matter: None.			
Background: Chisago County Health and Human Services/ Public Health would like the approval of the board to hire a Community Health Worker (CHW). CHW's will help with the current crisis in mental health, and the barriers to healthcare access, CHW's address individual needs that are unmet by health team members and can provide emotional support to participants contributing to health and well-being. They often fill gaps in support left by the healthcare system and family support structures, providing consult on referral and resources. Attachement(s) • CHW Contract Vann, J. • Appendix A.			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the request to hire Jasmine Vann as a Community Health Worker. The suggested motion is as follows: “Move to approve the request to hire Jasmine Vann as a Community Health Worker.”			
Implications of Action: Board approval at tonight's meeting will increase Chisago County's ability to have the CHW work with clients and families and help connect them to the county and community resources. Budget/Financial Implications: 100% Grant Funded 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 _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
Jasmine Vann AND CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago by and through **Chisago County Health and Human Services**, 313 North Main, Center City, MN 55102 (hereinafter County), and **Jasmine Vann**, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically to perform the work of a Community Navigator/Community Health Worker (CHW) and to provide services to residents of Chisago County by connecting clients and families with resources and services; and,

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on **November 6, 2023**, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until **November 1, 2024** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **PARTIES DUTIES.**

- A. **CONTRACTOR DUTIES:** The contractor shall perform the duties as set forth in the Community Navigator/CHW Job Description which is attached as Attachment A, and incorporated as if set forth here in full.

III. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
1. Compensation of: **(Thirty Seven dollars and Fifty Cents) an hour [\$ (37.50)]**
 2. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed **(EIGHTY THOUSAND DOLLARS) [\$(80,000.00)]**.
 3. Compensation payable as follows:
 - a. Bi-Monthly reimbursement will be made payable the Friday after the County Board meetings after submitting a monthly invoice with total hours to the CHS Administrator.
 - b. Contractor will submit an invoice along with the bi-monthly reports to the CHS Administrator that includes hours worked on each strategy, evaluation, and communication.
 - c. Mileage reimbursements will be authorized at what the County rate is for the year, mileage reimbursement requests will need to be submitted to the CHS Administrator Monthly.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

Invoice presented to Chisago County no later than 30 days following fulfilling the duties and testimony related to the pending matter. Payment shall be made within 35 days of receipt of the invoice.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name:	Courtney Wehrenberg, Community Health Administrator
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5215
E-Mail:	Courtney.wehrenberg@Chisagocountymn.gov

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:	Jasmine Vann
Address:	On file at the County
Telephone:	On file at the County
E-Mail:	On file at the County
Fax:	On file at the County

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material breach or violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered up to and prior the termination.

C. **Termination for Insufficient Funding.** County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

B. Notice of Cancellation, termination, or material modification shall be provide by Certified U.S. Mail, facsimile or e-mail to the Authorized Representative.

VI. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

VII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate or timely enforcement action by one party shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

VIII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

IX. **INSURANCE.**

A. *General Liability Insurance.* Contractor is required to maintain insurance 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 Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits \$1,000,000 annual aggregate

B. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

C. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

D. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of \$1,000,000.00 on a Combined

Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.

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

X. **PUBLICITY**. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XI. **GOVERNMENT DATA PRACTICES ACT**. The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify the County. The County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS**.

A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, 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).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR 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 CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'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 CONTRACTOR 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.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago 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.
- XIV. **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.
- XV. **AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County, the County's Auditor and/or the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized to subcontract under this Contract by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VIII, Liability; X, Publicity; XI, Government Data Practices Act; XII, Ownership of Materials and Intellectual Property Rights; XIV, Jurisdiction and Venue; and XV, State Audits.

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

APPROVED:

1. CONTRACTOR: Jasmine Vann

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

Signed:
Title: Jasmine Vann
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Ben Montzka Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, HHS Director
Date:

Reviewed as to Form:

Signed:
Title: Chisago County Attorney
Date:

Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 8
Title of Item for Consideration: Opioid Settlement Council Name Change	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Board approval of the Chisago County Opioid Settlement Advisory Council Bylaws.	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. The name of the Council currently is “Chisago County Opioid Settlement Advisory Council, this action was approved by the board with the Bylaws for the Advisory Council, it is being asked that the name be changed to “Chisago County Opioid Action Council”.	
Attachment(s): Opioid Council Minutes	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the NAME change of CHISAGO COUNTY OPIOID SETTLEMENT ADVISORY COUNCIL to Chisago County Opioid Action Council. The suggested motion is as follows: <i>“Move to Approve the CHISAGO COUNTY OPIOID SETTLEMENT ADVISORY COUNCIL Name change to Chisago County Opioid Action Council.”</i>	
Implications of Action: Approval of the Name change will allow the council to better describe their mission as they see it. Budget/Financial Implications: There is no financial implication. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Meeting Minutes

Chisago County Opioid Settlement Advisory Council Meeting
October 19th 2023, 4:00-6:00pm.
Chisago County Sheriff's Office

Members Present	X	Abigail Halseth		Maggie Owen
		Brandon Thyen	X	Marlys Dunne
		Bryan Brown		Mary Keller
		Cassandra (Cassy) Cosgrove	X	Megan Hyde
	X	Coleman McDonough		Michele Hein
		Corinne (Cori) Sando	X	Nathan Baker-Trinity
		Dan Meyer	X	Patty Mattson
	X	Daniel McGonigle	X	Sarah Kerkes
	X	Doris Zacho		TenaMarie Meyer
		Erica Bjerketvedt		Vacant
	X	Kristi Hinsch		Vacant
	X	Lee Peterson		Vacant
		Vacant		
Public Health Chief Strategists Present	X	Madelyn Jensen	X	Mackenzie Halfen
		Courtney W		Robert Benson

Topic	Discussion	Follow-up
Call to order	5:03pm	
Approval of August Minutes	Sarah moved to approve the August Minutes. Doris seconded. Motion carried.	
Approval of October Agenda	Coleman moved to approve the September Agenda. Dan seconded. Motion carried.	
Administrative updates/reminders	Council suggestions for future meetings: - action items at end of meeting, utilize first half of meeting for discussion and vote on items in second half - discussed future meeting schedule (i.e. bimonthly meetings for longer timeframe); no changes will take place at this time - organizational representation vs individual	
Council Name Change	“Opioid Action Council” – Motion: Lee, 2 nd : Patty Motion carried.	

Our Values

Team Work | Trust | Honesty | Respect | Integrity | Stewardship

Logo design contest	CC press has published information	send email about previous logo submission to Abby to touch base with student
Naloxone Access Points updates	Potential locations to look into: pharmacies, gas stations, fire departments, local churches, food shelves --- locations easily accessible to general public Some pushback from the libraries- some are located in areas with close proximity to parks where use and OD are common Thrifty White and NuCara have Narcan (naloxone) available through insurance --- can we fund free naloxone access? Motion to purchase 10 nasal Narcan kits for Wyoming, North Branch, Chisago Lakes area, and Rush City (40 total)- Motion: Sarah, 2nd: Dan Motion carried. Motion to purchase \$1000 of fentanyl test strips for general public at potential NAPS locations or other identified locations- Motion: Dan, 2nd: Doris Motion carried.	Follow up with CCSO to determine where the high needs areas are for Narcan (naloxone) and fentanyl test strips to be readily available to general public Draft letter to organizations for possible training opportunities for Narcan (naloxone) training; publish letter in newspapers?
Hiring information	Council would like to look into hiring a contracted position for council-related duties	Share Anoka Co position listing
Planning for Focus Groups	Church donating food to participants? Lee? Incentives- \$20 gas card (10 total) Motion to approve: Dan, 2nd: Sarah Motion carried. Open invite to focus group participants to speak at an upcoming council meeting as invited guests, council is interested in hearing directly from participants	
Funding prioritization survey	Utilize priority matrix to determine RFP process priority areas	
Event follow-up.	Possibly highlight other campaigns at future events • Good Samaritan Act --- “Don’t Run, Call 911” • Don’t Use Alone campaign	Language change to Narcan flyer – change naloxone to ‘Narcan (naloxone)’ --- Narcan more easily identifiable by name
Around the room	Possible impact statements at schools (classroom speakers, assembly speakers, etc.) --- feedback from council members- small groups are easier to manage and keep focused than large assemblies	

Our Values

Team Work | Trust | Honesty | Respect | Integrity | Stewardship

	Possibly look into funding a billboard along heavily traveled highways (Hwy 8, I35)	
Next meetings	- Next meeting, Thursday November 16th, 2023, from 4-6pm. - December 21st, 2023, from 4-6pm.	
Adjourn	Coleman moved to adjourn today's meeting. Marlys seconded. Motion carried.	

Our Values

Team Work | Trust | Honesty | Respect | Integrity | Stewardship



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 1, 2023**

TAB # 9

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 11/2/2023 \$736,319.21

Recap by Fund

<u>Fund</u>	<u>Amount</u>	<u>Name</u>
1	519,848.39	General Revenue Fund
3	108,591.40	Road And Bridge Fund
12	56,340.66	Capital Equipment Fund
14	35,219.01	Solid Waste Fund
15	16,319.75	Park Aquisition & Improvement Fi
All Funds	736,319.21	Total

Approved by,

.....
.....

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, October 18, 2023**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, October 18, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, and Clerk of the Board Christina Vollrath. Absent: Commissioner Jim Swenson.

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

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

The Board opened the Road and Bridge Committee of the Whole at 6:31 p.m.

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

On motion by Greene, seconded by Dahlberg, the Board moved items 1-5 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

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

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Engineering Design Services Contract

3.) R&B Committee Recommendation – City of Harris LRIP Grant Funding Application

**RESOLUTION NO: 23/1018-01
LOCAL ROAD IMPROVEMENT PROGRAM
SPONSORSHIP OF CITY OF HARRIS PROJECT**

WHEREAS, The Local Road Improvement Program (LRIP) is established in Minnesota Statute 174.52; and

WHEREAS, the legislature provided approximately \$102M for LRIP with a cap of \$1.5M for each project, and

WHEREAS, this funding is available for statewide solicitation to fund projects in the Routes of Regional Significance Account, the Rural Road Safety Account or the Trunk Highway Account, and

WHEREAS, Non-State Aid cities and townships must have a county sponsor, and

WHEREAS, the City of Harris has requested the county sponsorship by resolution 2023-25 for its Falcon Ave/ 450th St./Evergreen Ave/ 455th St. project, and

WHEREAS, the City and its Engineer shall prepare the grant agreement, develop and deliver State Aid plans for the project, advertise, bid and award the project, provide all construction services for the project and close out the project, and

WHEREAS, the City of Harris will ultimately be responsible for all costs not covered by such grant application, as well as other liabilities that may arise from such a project, and has agreed to maintain such improvements for the lifetime of the improvements, and

WHEREAS, the City of Harris does not intend to ask or require any participation, financial or otherwise from Chisago County other than the use of the County Engineer to act as the County's agent in dealing with matters related to the County acting as fiscal agent for this project and to assist, if needed, in the project close out, and

NOW, THEREFORE, BE IT RESOLVED: Chisago County will act as the sponsoring agency for the project for the City of Harris should an LRIP grant be awarded and acknowledges herewith that it is willing to be the project sponsor acting only as the fiscal agent on behalf of the City so the funds can be allocated to the contractor.

4.) R&B Committee Recommendation – Nessel Twp LRIP Program Grant Funding Application

**RESOLUTION NO: 23/1018-02
LOCAL ROAD IMPROVEMENT PROGRAM
SPONSORSHIP OF NESSEL TOWNSHIP PROJECT**

WHEREAS, The Local Road Improvement Program (LRIP) is established in Minnesota Statute 174.52; and

WHEREAS, the legislature provided \$102M for LRIP with a cap of \$1.5M for each project, and

WHEREAS, this funding is available for statewide solicitation to fund projects in the Routes of Regional Significance Account, the Rural Road Safety Account or the Trunk Highway Account, and

WHEREAS, Non-State Aid cities and townships must have a county sponsor, and

WHEREAS, Nessel Township has requested the county sponsorship by resolution 02-2023 for its Clover Trail project, and

WHEREAS, the Township and its Engineer shall prepare the grant agreement, develop and deliver State Aid plans for the project, advertise, bid and award the project, provide all construction services for the project and close out the project, and

WHEREAS, Nessel Township will ultimately be responsible for all costs not covered by such grant application, as well as other liabilities that may arise from such a project, and has agreed to maintain such improvements for the lifetime of the improvements, and

WHEREAS, Nessel Township does not intend to ask or require any participation, financial or otherwise from Chisago County other than the use of the County Engineer to act as the County's agent in dealing with matters related to the County acting as fiscal agent for this project, and

NOW, THEREFORE, BE IT RESOLVED: Chisago County will act as the sponsoring agency for the project for Chisago Lake Township should an LRIP grant be awarded and acknowledges herewith that it is willing to be the project sponsor acting only as the fiscal agent on behalf of the Township so the funds can be allocated to the contractor.

5.) R&B Committee Recommendation – FINAL Contract Payment for CSAH 26 Recon.

6.) Minutes from the October 4, 2023, County Board Meeting

7.) 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.

8.) Application for On-Sale Wine License with Strong Beer – Wild Mountain Snow Tubing

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/1018-03, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the William & Beverly Payne and applicant Keith Payne Interim Use Permit (IUP) to allow a Contracting Business Owned and Operated by Persons Residing at the Property on their 20+/- acre property at 38575 Kost Trail, Sunrise Township (PID #09.00225.10) as may be amended by the Board.

RESOLUTION NO. 23/1018-3
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT
ALLOWING A CONTRACTING BUSINESS OWNED AND OPERATED BY
PERSONS RESIDING AT THE PROPERTY ON PROPERTY LOCATED AT
38575 KOST TRAIL IN SUNRISE TOWNSHIP

WHEREAS, property owners William Payne & Beverly Payne and applicant Keith Payne submitted an application dated received August 24, 2023 and considered complete on September 6, 2023 for an Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 38575 Kost Trail in Sunrise Township; and

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

WHEREAS, the subject site is 20.00± acres in size and legally described as:

PID 09.00225.10

*The South Half of Southwest Quarter of Northeast Quarter of Section Twenty (20),
Township Thirty-five (35), Range Twenty (20), of Chisago County, Minnesota.*

WHEREAS, notice was provided and on October 5, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with conditions per Resolution No. PC2023-1001; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its October 18, 2023 meeting 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	<i>The Chisago County Comprehensive Plan identifies as a policy the allowance "for home occupations, rural retail tourism and limited rural businesses on homesteads in agricultural areas ..." (see page 9-9), and, generally speaking, offers broad support and encouragement for identified</i>

commercial activities within the Agricultural District so long as they comply with established performance standards. Therefore, the County finds that the proposed use is consistent with the goals and policies established by the Comprehensive Plan.

- 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 Contracting Business will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on Kost Trail; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities. Further, the Sunrise Town Board / Road Authority did not identify any concerns with the proposed use in relation to existing public facilities.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *The proposed use – including structures and parking areas used for business purposes – is reported by the applicants to be located no closer than approximately 210' from the closest property boundary and there is well-established vegetation by way of heavy forestation between the business activities and the north, south, and east property boundaries. Business activities are screened from the west property boundary by sloping elevations. Therefore, the County finds that distance, existing vegetation and continued maintenance of said vegetation, sloping elevations, and the implementation of specific conditions 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 Contracting Business will utilize existing structures for office, storage, and maintenance purposes as well as utilize land immediately adjacent to these structures for staff and equipment parking. After reviewing the application materials and the Planning Commission having conducted a site visit on October 4, 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 structures is consistent with the appearance of structures commonly found throughout the Agricultural 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 Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural 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 The stated purpose of the Zoning Ordinance is to provide for and protect the public health, safety, and general welfare through nine specific objectives. Through close evaluation of the request and the establishment of specific conditions of approval, the County finds that the proposed use is consistent with the purposes of the Zoning Ordinance and, more specifically, with the purposes of the Agricultural District.
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 Aside from a slight increase in traffic related to employees arriving for work at the beginning of their shift and departing from work at the end of their shift, there will be no added traffic to and from the site. There will be no retail or customer drop-in components associated with this proposed business. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion. Further, the Sunrise Town Board / Road Authority has not identified traffic hazards or congestion as a concern.
- 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, there may be concerns related to general unsightliness if equipment and materials are not screened and noise from arrival / departure of employees and running equipment. The County finds that unsightliness and noise can be mitigated with distance, existing vegetation and continued maintenance of said vegetation, sloping elevations, and the implementation of conditions which address these mitigation efforts. 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 Board of Commissioners of Chisago County, Minnesota hereby approves the request for Interim Use Permit, subject to the following conditions:

1. This Interim Use Permit grants approval for the operation of a lawn care and landscaping Contracting Business Owned and Operated by Persons Residing at the

Property, as specifically described in the application materials dated received August 24, 2023 and kept on file with the Department of Environmental Services, except as specifically conditioned herein. No commercial or retail activity, apart from the activities described in the application materials shall be permitted as part of this approval.

2. The Contracting Business shall be allowed to operate Monday through Saturday (no Sundays) year-round with hours of operation being 7:00 am to 9:00 pm during spring, summer, and fall. Equipment may begin warming up on site no earlier than 7:00 am and shall not run on site later than 9:00 pm. Winter hours will vary depending on weather conditions, which means that the business may operate 24 hours a day, seven (7) days a week and equipment may run on site as needed when snow and ice conditions exist.
3. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
4. To mitigate potential adverse impacts related to noise, the permit holder shall maintain existing vegetation (large stands of trees) – and replace dying, dead, or downed vegetation – located between the area of business operations and the surrounding property boundaries.
5. The permit holder shall install screening for the equipment storage area. The screening shall be located on the west side of the equipment storage area extending from the driveway to the salt shed. Allowable screening options include a privacy fence and/or one (1) row of six foot (6') tall coniferous trees planted no greater than sixteen feet (16') on center which meet or exceed 75% opacity within three (3) years of the approval date.
6. In addition to the business owners, the permit holder may employ up to ten (10) full-time equivalent (FTE) employees.
7. Except for the outdoor parking of equipment (i.e., trucks, trailers, and heavy machinery), there shall be no outdoor storage of lawn care and/or landscaping goods or materials used in conjunction with the approved Contracting Business.
8. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
9. No hazardous waste shall be generated or stored on the subject site.
10. Any fuel storage at the subject site shall be in accordance with MPCA regulations.
11. All insecticides and fertilizers and similar materials used for business purposes shall be stored indoors in accordance with accepted practices and State guidelines.
12. Wood debris shall be disposed of off-site within fifteen (15) days.
13. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by either William Payne or Keith Payne.
14. Any expansion of the use – including, but not limited to, the construction of new

structures used for the Contracting Business, the expansion of the number of employees / hours of operation, or other expansion as determined by the Department of Environmental Services – 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.

15. 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.

The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve Resolution No. 23/1018-04, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicants Mackenzie Johnston & Megan Johnston requested Conditional Use Permit (CUP) for a Major Home Occupation to operate and expand their business known as East Central Sports at 4840 Rush Lake Road / CSAH 1 in Nessel Township (PID #06.00058.00).

RESOLUTION NO. 23/1018-4
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT
ALLOWING A MAJOR HOME OCCUPATION ON PROPERTY LOCATED AT
4840 RUSH LAKE ROAD / CSAH 1 IN NESSEL TOWNSHIP

WHEREAS, property owners Mackenzie Johnston & Megan Johnston submitted an application dated received August 31, 2023 and considered complete on September 6, 2023 for a Conditional Use Permit allowing a Major Home Occupation on property located at 4840 Rush Lake Road / CSAH 1 in Nessel Township; and

WHEREAS, the subject site is located in both the Rural Residential I (RRI) District and Agricultural (AG) District; and

WHEREAS, the subject site is 23.50± acres in size and legally described as:

PID 06.00058.00

The W1/2 of the NE1/4 of Section 19, Township 37, Range 21, subject to a 66-foot roadway easement along the most northerly part thereof for ingress and egress from the adjacent County Road, EXCEPT the following described parcels in Chisago County, Minnesota:

A) That part the W1/2 of the NE1/4 of Section 19, Township 37, Range 21 lying South of the Rush City-Braham Road (County State Aid No. 1).

B) The East 933 feet of that part of the W1/2 of the NE1/4 of Section 19, Township 37, Range 21, lying South of the North 700 feet thereof.

WHEREAS, notice was provided and on October 5, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owners, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit with conditions per Resolution No. PC2023-1002; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its October 18, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04, C.:

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

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

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

Finding #2 The proposed use will utilize self-contained sanitary facilities, private utilities, and off-street parking for customers, employees and deliveries, and access to the subject site will be gained from the well-established and well-maintained Rush Lake Road / CSAH 1. Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Major Home Occupation will not create an excessive demand on existing parks, schools or utilities which serve the subject site.

- 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 *While the subject site is partially located within a residentially developed area, the subject site is 23.50± acres in size and the proposed use is largely screened from adjacent properties by existing natural vegetation (trees) and distance. Therefore, the County finds that the proposed use is sufficiently separated by natural vegetative screening and distance from adjacent properties so as to not cause undue negative impact or 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 Major Home Occupation will be conducted within an existing 60' x 120' structure and a proposed 60' x 80' structure. Based on the Planning Commission's October 4, 2023 site visit, the County finds that the existing structure is well-maintained with an aesthetically pleasing appearance. Therefore, the County has no evidence to suggest that either the existing structure or the proposed structure will have an appearance which would cause adverse effects upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The Chisago County Zoning Ordinance identifies Major Home Occupations as an allowable Conditional Use in the Rural Residential I (RRI) and Agricultural (AG) zoning districts (districts in which the subject site is located). Further, as described in Finding #1, the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. Therefore, the County finds that the proposed use directly relates to the land use goals of the County.*
- 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 *The subject site is located immediately adjacent to a well-established and well-maintained County State Aid Highway road system (Rush Lake Road / CSAH 1 and Evergreen Avenue (CSAH 9) and in close proximity to Interstate 35. As proposed, the Major Home Occupation will primarily serve as a warehousing facility and will not generate a significant or*

noticeable amount of customer or delivery traffic (applicants verbally stated 2-3 customers per day and 1-2 deliveries per week). Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.

- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed Major Home Occupation is primarily a warehousing facility with business activity taking place within structures, with business-related traffic and parking likely being the most noticeable impact to nearby properties. Based on detail provided in the application materials, existing natural vegetation, and distance, the County finds no evidence to suggest that the Major Home Occupation will cause any noise, glare or general unsightliness which would impact nearby properties.*

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

16. This Conditional Use Permit grants approval for a Major Home Occupation involving the use of detached accessory structures, as specifically described in the application materials dated received August 31, 2023 and kept on file with the Department of Environmental Services, except as specifically conditioned herein.
17. Hours of operation shall be limited to Monday through Friday, 9:00 am to 6:00 pm.
18. The maximum number of employees – in addition to the permit holder – on-site at any given time is five (5). This condition is not intended to prohibit the permit holder from having more than five (5) employees but, rather, to limit the number of employees on-site.
19. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
20. To mitigate potential adverse impacts related to noise, the permit holder shall maintain existing vegetation (large stands of trees) – and replace dying, dead, or downed vegetation – located between the area of business operations and the surrounding property boundaries.
21. The permit holder shall accommodate all customer, employee and delivery parking on-site. No such parking shall be allowed on Rush Lake Road / CSAH 1.
22. The permit holder shall ensure adequate year-round access and parking for emergency vehicles on-site, including space to maneuver/turn vehicles.
23. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
24. No hazardous waste shall be generated or stored on the subject site.

25. Any fuel storage at the subject site shall be in accordance with MPCA regulations.
26. There shall be no exterior track on site for customer testing or use of ATVs, snowmobiles, or other types of power equipment.
27. Any expansion of the use – including, but not limited to, the construction of new structures used for the business activity (aside from the one proposed structure included in this request), the expansion of the number of employees / hours of operation, or other expansion as determined by the Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of a Conditional Use Permit Amendment.
28. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional 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 Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/1018-05 a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Zackary Meadows located South of Rush Point Drive / CSAH 7 and East of Anchor Avenue in Nessel Township, (PID #06.00702.10).

RESOLUTION NO. 23/1018-5
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF ZACKARY
MEADOWS

WHEREAS, property owner Sunrise Homes, Inc. submitted a request for the Final Plat of Zackary Meadows on October 6, 2023; and

WHEREAS, the property owner desires to create three buildable parcels from the 33.91± acre subject site; and

WHEREAS, the subject site is generally located south of Rush Point Drive / CSAH 7 and east of Anchor Avenue in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00702.10

The Northwest Quarter of the Northwest Quarter of Section 34, Township 37, Range 22, Chisago County Minnesota EXCEPTING THEREFROM the following described parcel.

Beginning at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 01 degrees 58 minutes 14 seconds West, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 444.79 feet; thence east and parallel to the north line of said Northwest Quarter of the Northwest Quarter, a distance of 573.72 feet; thence North 02 degrees 00 minutes 02 seconds East, a distance of 444.79 feet, more or less, to the north line of said Northwest Quarter of the Northwest Quarter; thence North 88 degrees 30 minutes 43 seconds West, along said north line, a distance of 573.95 feet to said point of beginning and there terminating.

AND ALSO EXCEPTING THEREFROM Parcel 60 of Chisago County Highway Right of Way Plat No. 40.

Subject to easements, restrictions, or reservations of record, if any.

WHEREAS, the Preliminary Plat of Zackary Meadows was recommended for approval by the Planning Commission on April 6, 2023 and approved by the Board of Commissioners on April 19, 2023; and

WHEREAS, the Final Plat submitted on October 6, 2023, generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the County has received title evidence in the form of a current and in force title policy and the County Attorney has provided an opinion that the title evidence is satisfactory.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Zackary Meadows, subject to the following conditions:

1. The Final Plat of Zackary Meadows is approved as submitted on October 6, 2023. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Rush Point Drive / CSAH 7.
3. The property owner shall cause the preparation of a survey or otherwise accurately identify the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement boundaries and properly mark, with SWCD approved signage, all corners and at least one sign between corners of the easement. The signs shall be installed at a height of no less than six (6') feet above ground level.
4. The property owner shall coordinate with Chisago SWCD to transfer the existing State of Minnesota Reinvest in Minnesota perpetual conservation easement to Sunrise Homes, Inc. and, if and when Sunrise Homes, Inc. sells the lot which includes the easement, Sunrise Homes, Inc. shall again coordinate with Chisago SWCD to transfer the easement to the new landowner(s).

5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Dahlberg, the Board moved to authorize acceptance of the prospective 2024 Noxious Weed and Invasive Plant Grant award and enter into a \$6,200 service agreement with Wild Rivers Conservancy for Invasive Phragmites and Purple Loosestrife Right-of-way Survey Work in Fish Lake and Nessel Townships and in the Chisago Lakes Lake Improvement District if Chisago County receives the grant as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Greene, the Board moved to accept the 2022 County Audit. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Commissioner Dunne, the Board moved to approve funding the County Concrete Repair project with County Fund Balance. The motion **failed** due to a lack of second.

On motion by Greene, seconded by Dahlberg, the Board moved to approve funding the County Concrete Repair project with ARPA Broadband allocation. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Montzka, Dahlberg. **OPPOSED:** Dunne. **ABSENT:** Swenson.

On motion by Greene, seconded by Dahlberg, the Board moved to fund the \$17,852 'change order' for the Old Jail Demolition Project from the current Old Jail Demolition ARPA allocation. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dalberg, seconded by Greene, the Board moved to approve the purchase of 2 new squad cars with law enforcement contract revenue. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the proposed a \$40,000 'school safety program' to supply each school building in Chisago County (10) and the Chisago County Government Center with 'breach bags' and 'stop the bleed' kits from the ARPA Admin allocations. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Greene, the Board moved to approve adding an additional \$145,000 from the County's Public Safety Fund allocation for a total of \$200,000 to the County Sheriff's Recruiting and Retention program. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the 2024 Capital Improvement Plan. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Greene, the Board moved to accept the October 11, 2023, Budget and Finance Report. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

CITIZENS FORUM

TIME – 6:59 p.m. **END TIME** – 7:05 p.m.

of SPEAKERS – 1

On motion by Greene, seconded by Dahlberg, the Board moved to approve the Minnesota Office of Traffic Safety 2024 Towards Zero Deaths Enforcement Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Greene, the Board moved to approve the request to hire Alison Gau as a Community Health Worker. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve the Opioid Expense for County Staff time during Quarter 3 of 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

On motion by Greene, seconded by Dunne, the Board moved to approve the out of state travel request for Enterprise Services Emergency Communications Systems Manager, Mike Parker, and Communications Engineer Mike Erding to attend the require Aviat factory training and system acceptance. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

The Board discussed funding to replace the furnaces in the Chisago County 'Heartland Express' Building. No quotes provided by tonight's meeting.

On motion by Dunne, seconded by Dahlberg, the Board moved to accept the Initiative Foundation grant award of \$10,000 for the Chisago County Cohesion Initiative. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

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

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

On motion by Dunne, seconded by Greene, the Board moved to adjourn the meeting at 7:21 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Swenson.

Ben Montzka, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 1, 2023**

TAB # 11

Recognition of Years with the County

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Lynn L.	Case Aide HHS	33
Michelle C.	Child Support Supervisor	29
Alicia S.	Dir Emergency Communication	28
Cynthia W.	Social Worker - MSW	24
Ronald I.	Deputy Sheriff	23
Jenny S.	CTC Coordinator	20
Mary W.	Social Worker - MSW	18
Jodi B.	Health Prepared Coord	17
Teresa B.	Deputy Sheriff	12
Jennifer K.	Senior Social Worker	11
Richard K.	Sr. Deputy Assessor	10
Brett S.	Career Corrections Agent	7
Jacob L.	Infrastructure Engineer	7
Joshua M.	Equipment Operator Hwy	7
Tad S.	Infrastructure Engineer	7
Jocelyn H.	Social Worker	5
Rianna K.	Senior Social Worker	5
Jonathon B.	Deputy Sheriff	4
Jennifer K.	Telecommunicator	4
Alexis G.	Deputy Sheriff	4
Stacy V.	Case Aide HHS	4
Chelsea P.	Eligibility Worker	3
Michael C	Equipment Operator Hwy	2
Carlie W.	Eligibility Worker	2
GloriaN.	Support Enforce Aide II	2
Leah B.	Eligibility Worker	2

Todd L.	Custodian	2
Mark H.	Probation Director	2
Daryl M.	County Assessor	2
Frances S.	Case Aide HHS	1
Ann R.	Eligibility Worker	1
Tristan O.	Deputy Sheriff	1
Jillian S.	Asst County Attorney I	1
Megan S.	Materials Exh Coor	1

Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 12
Title of Item for Consideration: Furnace Replacement – ‘Heartland Transit’ Building in North Branch	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: Item was previously presented at the October 18 th , 2023 Board meeting. At the time the County did NOT have quotes yet.	
Background: The County currently receives a monthly lease payment of <u>\$5,493.87</u> (a total of <u>\$65,926.43</u>) from Arrowhead Transit for use of the facility to provide Chisago County with transit services. MAINTENANCE AND REPAIR. The Landlord shall maintain the foundations, exterior walls and roof of the Premises in good repair, ordinary wear and tear excepted, unless the need for any such repair or replacement is directly or indirectly attributable to or results from activity being conducted within the Premises, or is necessary to accommodate Tenant's operations, or becomes necessary by reason of the negligence of the Tenant, its agents, employees, or anyone else for whose acts the Tenant is responsible. The costs of routine maintenance and repair of the Premises shall be paid directly by the Landlord. a. Landlord's Maintenance Obligations. The Landlord, at its own expense, shall maintain the Premises at all times in as good condition and repair of equal quality with the original work and condition, ordinary wear and tear excepted, and in a clean, sanitary, and safe condition in accordance with all applicable laws, ordinances, and regulations; including, without limitation, major plumbing, sewage, ventilating, and electrical systems serving the Premises, doors, windows, floors and floor coverings, interior walls and interior painting, and major facilities, fixtures, and appurtenances. The County received two (2) quotes to replace the furnace, air conditioner, and water heater for the facility. Quotes were received from Air Serv and Aero Tek. Aerotek = \$26,012 Air Serv = approx. \$36,000 Attachment(s): • 2023 Commercial Lease • Quotes Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve spending \$26,012 to replace the furnaces in the Chisago County ‘Heartland Express’ Building. The suggested motion is as follows: <i>“Move to approve spending \$26,012 to replace the furnaces, air conditioner, and water heater in the Chisago County ‘Heartland Express’ Building.”</i>	

Implications of Action: Replacing the Furnace(s) is required to be in compliant with the current lease agreement with Arrowhead Transit.

Budget/Financial Implications: \$26,012, the County Board will need to choose the appropriate funding source.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

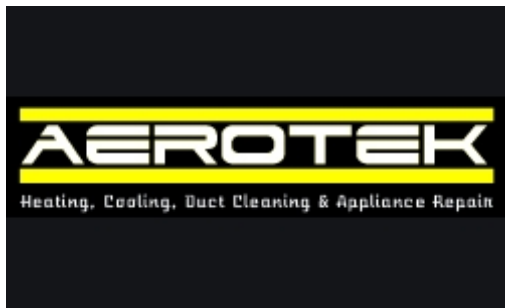
To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



13245 Andrews Avenue
Lindstrom, Minnesota 55045
(651) 257-1753
aerotek@aerotekhvac.com

Estimate

ESTIMATE#	1029139135
DATE	10/12/2023
PO#	

CUSTOMER
Chisago County *Heartland Express Ward Brown 39840 Grand Avenue North Branch , MN 55056 (651) 346-8817

SERVICE LOCATION
Chisago County *Heartland Express Ward Brown Heartland Express 39840 Grand Avenue North Branch, MN 55056 (651) 346-8817

DESCRIPTION	Option 1 is a full HVAC replacement of all equipment. Main reason of full replacement is standard equipment is vented out the metal roof. With this option we will be able to vent out the same penetration updating to high efficiency through the same holes. This is a cleaner long term picture of what should happen to this property. option 2 is the replacement of the unit on the LEFT of the par minimal standard of what needs to be done now. This option will require a new roof penetration. Both options come with a filter upgrade, tstats, disposal of old equipment and electrical. Aerotek will retrieve any and all rebates for the county.
-------------	---

Unit 1

Description	Qty	Rate	Total
Ruud 96% 85K Btu 2 gas stage, variable speed ECM blower furnace Ruud 96% 85K Btu 2 gas stage, variable speed ECM blower furnace Ruud residential installs carry a 10 year parts and 5 year labor warranty. After 6 months have passed since the installation, an emergency fee may apply for after hours service. Annual maintenance is required to keep warranty in good standing and extend the life of the equipment. Ruud commercial installs carry a 1 year parts and 1 year labor warranty. Annual maintenance is suggested to extend the life of this equipment.	1.00	5,931.00	5,931.00
Chisago County Tax		7.375%	0.00
Contractor Discount		5.00%	-296.55

CUSTOMER MESSAGE

****Due to pricing increases beyond our control, estimates are good for 7 days. After 7 days, estimates will need pricing review prior to scheduling.

****If estimate is accepted and equipment is ordered for installation, you may be subject to a re-stocking fee if job is cancelled.

Aerotek offers financing! Go to <https://www.mysynchrony.com/mmc/M9203484200> to apply today!

Estimate Total:**\$5,634.45****Full HVAC Replacement**

Description	Qty	Rate	Total
Ruud 96% 85K Btu 2 gas stage, variable speed ECM blower furnace UNIT 1 Ruud 96% 85K Btu 2 gas stage, variable speed ECM blower furnace Ruud residential installs carry a 10 year parts and 5 year labor warranty. After 6 months have passed since the installation, an emergency fee may apply for after hours service. Annual maintenance is required to keep warranty in good standing and extend the life of the equipment. Ruud commercial installs carry a 1 year parts and 1 year labor warranty. Annual maintenance is suggested to extend the life of this equipment.	1.00	5,931.00	5,931.00
Ruud 14 SEER 4 T Air Conditioner - RA14AZ48AJ1NA UNIT 1 Ruud 14 SEER 4 T Air Conditioner - RA14AZ48AJ1NA Ruud residential installs carry a 10 year parts and 5 year labor warranty. Annual maintenance is required to keep warranty in good standing and extend the life of the equipment. Ruud commercial installs carry a 1 year parts and 1 year labor warranty. Annual maintenance is suggested to extend the life of this equipment.	1.00	6,280.94	6,280.94
Ruud 96% 85K Btu 2 gas stage, variable speed ECM blower furnace UNIT 2 Ruud 96% 85K Btu 2 gas stage, variable speed ECM blower furnace Ruud residential installs carry a 10 year parts and 5 year labor warranty. After 6 months have passed since the installation, an emergency fee may apply for after hours service. Annual maintenance is required to keep warranty in good standing and extend the life of the equipment. Ruud commercial installs carry a 1 year parts and 1 year labor warranty. Annual maintenance is suggested to extend the life of this equipment.	1.00	5,931.00	5,931.00
Ruud 14 SEER 4 T Air Conditioner - RA14AZ48AJ1NA UNIT 2 Ruud 14 SEER 4 T Air Conditioner - RA14AZ48AJ1NA Ruud residential installs carry a 10 year parts and 5 year labor warranty. Annual maintenance is required to keep warranty in good standing and extend the life of the equipment. Ruud commercial installs carry a 1 year parts and 1 year labor warranty. Annual maintenance is suggested to extend the life of this equipment.	1.00	6,280.94	6,280.94
Electronic Zone System with EWC Controls 2 zones Aerotek will install an electric zone system for zoning control of heating/cooling in home. EWC Controls and dampers carry a 5 year parts warranty and a 2 year labor warranty.	1.00	950.00	950.00
AO Smith Powervent 40 gallon Water Heater - Natural Gas AO Smith Promax Power Vent Water Heater AO Smith water heaters carry a 6 year parts warranty and a 2 year labor warranty. Annual maintenance is required to keep warranty in good standing.	1.00	2,850.00	2,850.00
Contractor Discount		5.00%	-1,411.19
\$400 Equipment Combination Discount		400.00	-400.00

Description	Qty	Rate	Total
\$400 Equipment Combination Discount		400.00	-400.00

CUSTOMER MESSAGE

****Due to pricing increases beyond our control, estimates are good for 7 days. After 7 days, estimates will need pricing review prior to scheduling.

****If estimate is accepted and equipment is ordered for installation, you may be subject to a re-stocking fee if job is cancelled.

Aerotek offers financing! Go to <https://www.mysynchrony.com/mmc/M9203484200> to apply today!

PRE-WORK SIGNATURE

Signed By:

Estimate Total: \$26,012.69

Billing Address

Chisago County Government Center
313 North Main Street
Center City, MN 55012 USA

Job Address

Arrowhead Transit
39840 Grand Avenue
North Branch, MN 55056 USA

Task #	Description	Quantity	Standard Price	Your Price	Total
GDN-GF-240 (1)	furnace includes advantages such as: 80% AFUE - Stainless-Steel dual-diameter tubular heat exchanger - Single stage heating with Multi-Speed ECM motor - Durable hot surface mini-igniter - Electronic control board.	1.00	\$4,142.50	\$4,142.50	\$4,142.50
DWK-110 (1)	20X25X4 or 25X25X4 boot, New Supply or Return Plenum Air Ducting Box : A Supply or Return Plenum is the metal box that attaches to the outlet or inlet side of a furnace or air handler. In many cases the existing plenum cannot be adapted and a new plenum must be provided.	1.00	\$866.93	\$866.93	\$866.93
DWK-100	Adaptation of Air Ducting to Existing Only : - ADAPTATION of Air Ducting to EXISTING Only. This is for installations that do not require a lot of changes to the existing duct system to connect the new unit. This must be verified by a representative that can provide you with a free estimate.	1.00	\$355.61	\$355.61	\$355.61
GAS-100 (1)	Reconnect Existing Gas Supply Line. This reconnection of the piping is for natural gas or propane furnaces. The piping to the furnace should include an easily accessible safety shutoff valve for use in servicing the unit and in case of emergency.	1.00	\$246.66	\$246.66	\$246.66
VNT-110 (1)	Reconnect existing exhaust. The furnace flue pipe allows the exhaust from the combustion gases to pass safely to the outside.	1.00	\$358.40	\$358.40	\$358.40
PER-100	Permits and Inspections for a single heating/cooling component. PERMITS issued by the jurisdiction in authority and an INSPECTION will be performed to ensure compliance with local codes.	1.00	\$105.00	\$105.00	\$105.00
SAS-100	With our ONE YEAR SYSTEM ASSURANCE Guarantee, read the fine print on agreements from other companies and you'll see there is no comparison to ours. Our Full Coverage Guarantee covers EVERY component of the installation, not just the equipment.	1.00	\$0.00	\$0.00	\$0.00
NOL-110	With our FIVE YEAR NO LEMON Guarantee, if the unexpected happens, and your unit has a compressor failure in the Guarantee period, we will replace the entire condensing unit. If the heat exchanger fails in the guarantee period, we will replace the entire furnace. This removes your risk and gives	1.00	\$0.00	\$0.00	\$0.00

you peace of mind on your decision. See agreement for length of plan.

NOQ-100	With our NO QUIBBLE Guarantee, when we tell you everything necessary for the correct installation of your system is included, we mean it. AND if we forget a necessary component, we include it at our expense. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00	\$0.00
PRG-100	With our PERFORMANCE Guarantee, we guarantee your system will heat and cool your home to our design temperatures, or we correct it at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00	\$0.00
MISC-100	We will not leave any old equipment, cardboard boxes, extra materials used on the job behind.	1.00	\$0.00	\$0.00	\$0.00
MFW-100	This unit also includes a labor warranty - ask your representative for more details. Any and all warranties are void unless an active Advantage plan membership is maintained.	1.00	\$0.00	\$0.00	\$0.00
ELC-105	Reconnect the existing line voltage electrical supply to the unit, with any needed upgrades to meet code requirements	1.00	\$482.36	\$482.36	\$482.36
ADV-500-02	The Aire Serv® Advantage Plan Like changing the oil in your automobile, it is important to maintain the investment in your heating and cooling system through routine maintenance and tune-ups. Benefits of routine maintenance can include: • Ensuring the safety and comfort of your family • Avoiding costly and untimely repairs • Lowering your utility usage • Maintaining your manufacturer's warranty And, as an Advantage Plan member you receive: • Priority pricing, when you need it most • Scheduled maintenance & performance tune-up • Preferred customer status & priority service/scheduling Other Benefits Include: • Validate equipment warranties when necessary • Reduce equipment breakdown by detecting minor issues before they become major problems • Discounts with other Neighborly® participating locations	1.00	\$0.00	\$0.00	\$0.00
SAG-100	With our SATISFACTION Guarantee, if you are not completely satisfied with your new system anytime during the first 12 months, we will make any changes necessary or REPLACE it with a system of equal value, at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00	\$0.00
TST-165	Current thermostat will be reused	1.00	\$0.00	\$0.00	\$0.00
MFW-120	This unit also includes a manufacturer's backed warranty - ask	1.00	\$0.00	\$0.00	\$0.00

your representative for more details. Most people look at the length of the full coverage System Assurance Plan as a guideline for FULL coverage any and all warranties are void unless an active Advantage plan membership is maintained.
5 years

Sub-Total	\$6,557.46
Tax	\$0.00
Total Due	<u>\$6,557.46</u>
Deposit/Downpayment	\$0.00

THANK YOU AGAIN FOR CHOOSING AIRE SERV!
THERE WILL BE A \$25 CHARGE FOR ALL RETURN CHECKS
THERE WILL BE A SERVICE CHARGE OF 1.5% ASSESSED TO ALL BALANCES AFTER 30 DAYS

IMPORTANT NOTICE: You and your service professional are responsible for meeting the Terms and Conditions of this contract. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Aire Serv Heating and Air Conditioning® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Aire Serv Heating and Air Conditioning® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: {You are opting in to receive SMS texting messaging offers and alerts from Aire Serv



Aire Serv of East Central MN
6194 Main St. Suite #3
North Branch, MN 55056
651-674-4782 763-689-8530

Estimate 132459529
Estimate Date 10/19/2023

Billing Address

Chisago County Government Center
313 North Main Street
Center City, MN 55012 USA

Job Address

Arrowhead Transit
39840 Grand Avenue
North Branch, MN 55056 USA

Task #	Description	Quantity	Standard Price	Your Price	Total
GDN-GF-230 (1)	The furnace includes advantages such as: • 80% AFUE • Stainless-Steel dual-diameter tubular heat exchanger • Single stage heating with Multi-Speed ECM motor • Durable hot surface mini-igniter • Electronic control board.	1.00	\$3,981.00	\$3,981.00	\$3,981.00
DWK-110 (1)	20X25X4 or 25X25X4 boot, New Supply or Return Plenum Air Ducting Box : A Supply or Return Plenum is the metal box that attaches to the outlet or inlet side of a furnace or air handler. In many cases the existing plenum cannot be adapted and a new plenum must be provided.	1.00	\$866.93	\$866.93	\$866.93
DWK-100	Adaptation of Air Ducting to Existing Only : - ADAPTATION of Air Ducting to EXISTING Only. This is for installations that do not require a lot of changes to the existing duct system to connect the new unit. This must be verified by a representative that can provide you with a free estimate.	1.00	\$355.61	\$355.61	\$355.61
GAS-100 (1)	Reconnect Existing Gas Supply Line. This reconnection of the piping is for natural gas or propane furnaces. The piping to the furnace should include an easily accessible safety shutoff valve for use in servicing the unit and in case of emergency.	1.00	\$246.66	\$246.66	\$246.66
VNT-110 (1)	Reconnect existing exhaust. The furnace flue pipe allows the exhaust from the combustion gases to pass safely to the outside.	1.00	\$358.40	\$358.40	\$358.40
PER-100	Permits and Inspections for a single heating/cooling component. PERMITS issued by the jurisdiction in authority and an INSPECTION will be performed to ensure compliance with local codes.	1.00	\$105.00	\$105.00	\$105.00
SAS-100	With our ONE YEAR SYSTEM ASSURANCE Guarantee, read the fine print on agreements from other companies and you'll see there is no comparison to ours. Our Full Coverage Guarantee covers EVERY component of the installation, not just the equipment.	1.00	\$0.00	\$0.00	\$0.00
NOL-110	With our FIVE YEAR NO LEMON Guarantee, if the unexpected happens, and your unit has a compressor failure in the Guarantee period, we will replace the entire condensing unit. If the heat exchanger fails in the guarantee period, we will replace the entire furnace. This removes your risk and gives	1.00	\$0.00	\$0.00	\$0.00

you peace of mind on your decision. See agreement for length of plan.

NOQ-100	With our NO QUIBBLE Guarantee, when we tell you everything necessary for the correct installation of your system is included, we mean it. AND if we forget a necessary component, we include it at our expense. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00	\$0.00
PRG-100	With our PERFORMANCE Guarantee, we guarantee your system will heat and cool your home to our design temperatures, or we correct it at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00	\$0.00
MISC-100	We will not leave any old equipment, cardboard boxes, extra materials used on the job behind.	1.00	\$0.00	\$0.00	\$0.00
MFW-100	This unit also includes a labor warranty - ask your representative for more details. Any and all warranties are void unless an active Advantage plan membership is maintained.	1.00	\$0.00	\$0.00	\$0.00
ELC-105	Reconnect the existing line voltage electrical supply to the unit, with any needed upgrades to meet code requirements	1.00	\$482.36	\$482.36	\$482.36
ADV-500-02	The Aire Serv® Advantage Plan Like changing the oil in your automobile, it is important to maintain the investment in your heating and cooling system through routine maintenance and tune-ups. Benefits of routine maintenance can include: • Ensuring the safety and comfort of your family • Avoiding costly and untimely repairs • Lowering your utility usage • Maintaining your manufacturer's warranty And, as an Advantage Plan member you receive: • Priority pricing, when you need it most • Scheduled maintenance & performance tune-up • Preferred customer status & priority service/scheduling Other Benefits Include: • Validate equipment warranties when necessary • Reduce equipment breakdown by detecting minor issues before they become major problems • Discounts with other Neighborly® participating locations	1.00	\$0.00	\$0.00	\$0.00
SAG-100	With our SATISFACTION Guarantee, if you are not completely satisfied with your new system anytime during the first 12 months, we will make any changes necessary or REPLACE it with a system of equal value, at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00	\$0.00
TST-165	Current thermostat will be reused	1.00	\$0.00	\$0.00	\$0.00
MFW-120	This unit also includes a manufacturer's backed warranty - ask	1.00	\$0.00	\$0.00	\$0.00

your representative for more details. Most people look at the length of the full coverage System Assurance Plan as a guideline for FULL coverage any and all warranties are void unless an active Advantage plan membership is maintained.
5 years

Sub-Total	\$6,395.96
Tax	\$0.00
Total Due	<u>\$6,395.96</u>
Deposit/Downpayment	\$0.00

THANK YOU AGAIN FOR CHOOSING AIRE SERV!
THERE WILL BE A \$25 CHARGE FOR ALL RETURN CHECKS
THERE WILL BE A SERVICE CHARGE OF 1.5% ASSESSED TO ALL BALANCES AFTER 30 DAYS

IMPORTANT NOTICE: You and your service professional are responsible for meeting the Terms and Conditions of this contract. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Aire Serv Heating and Air Conditioning® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Aire Serv Heating and Air Conditioning® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: {You are opting in to receive SMS texting messaging offers and alerts from Aire Serv

Billing Address

Chisago County Government Center
313 North Main Street
Center City, MN 55012 USA

Job Address

Arrowhead Transit
39840 Grand Avenue
North Branch, MN 55056 USA

Task #	Description	Quantity	Your Price	Total
DAI-COI-560	The cased coil includes features such as: Rifled aluminum tubing and corrugated aluminum fin coil All-aluminum evaporator coil Galvanized leather grain-embossed finish Rust-resistant and high-temperature thermoplastic drain pans feature a low water-retention design Upflow/downflow configuration 21 depth for easier attic access Foil-faced insulation covers the internal casing to reduce cabinet condensation Split-seam front for easy access DecaBDE-free UV-resistant drain pan UV-resistant drain pan AHRI certified and ETL listed	1.00	\$1,966.80	\$1,966.80
GDN-CON-160 (1)	The condenser includes product features such as: • Energy-efficient compressors • Single-speed condenser fan motor • Efficient cooling capacity • Heavy-gauge, galvanized steel enclosure cabinet • Factory-installed in-line filter drier	1.00	\$4,967.50	\$4,967.50
PAD-100	Install Corrosion Resistant Condenser Pad : - If the pad the outdoor condenser sits on is cracked or uneven, the condenser may operate unevenly or without properly circulating lubricant or refrigerant, damaging the unit. Replacing the condenser pad when installing a new outdoor unit helps keep your condenser unit operating as it was designed.	1.00	\$329.53	\$329.53
LNS-140	Refrigerant Lineset Flush : - An ozone-safe solvent engineered specifically for flushing refrigeration and air conditioning systems and is strong enough to rinse away particulate, sludge, carbon residues, acids, oils, and water. It enhances system service and avoids the need for time-consuming repeat visits. A lineset flush should become an Integral part of standard procedures for any major system repair, oil change-out or retrofit.	1.00	\$438.70	\$438.70
DRN-120	Standard Condensate Drain Piping Via Gravity to Drain - 10 Foot : - Using Standard condensate drain piping, a PVC pipe is used to run from the unit to the most convenient drain available. The indoor coil on an air conditioner and high-efficiency gas furnaces produce water as a part of their operation that must be routed to a drain.	1.00	\$253.31	\$253.31
PER-100	Permits and Inspections for a single heating/cooling component. PERMITS issued by the jurisdiction in authority and an INSPECTION will be performed to ensure compliance with local codes.	1.00	\$105.00	\$105.00
SAS-100	With our ONE YEAR SYSTEM ASSURANCE Guarantee, read the fine print on agreements from other companies and you'll see there is no comparison to ours. Our Full Coverage Guarantee covers EVERY component of the installation, not just the equipment.	1.00	\$0.00	\$0.00

NOL-110	With our FIVE YEAR NO LEMON Guarantee, if the unexpected happens, and your unit has a compressor failure in the Guarantee period, we will replace the entire condensing unit. If the heat exchanger fails in the guarantee period, we will replace the entire furnace. This removes your risk and gives you peace of mind on your decision. See agreement for length of plan.	1.00	\$0.00	\$0.00
NOQ-100	With our NO QUIBBLE Guarantee, when we tell you everything necessary for the correct installation of your system is included, we mean it. AND if we forget a necessary component, we include it at our expense. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00
PRG-100	With our PERFORMANCE Guarantee, we guarantee your system will heat and cool your home to our design temperatures, or we correct it at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00
MISC-100	We will not leave any old equipment, cardboard boxes, extra materials used on the job behind.	1.00	\$0.00	\$0.00
MFW-100	This unit also includes a labor warranty - ask your representative for more details. Any and all warranties are void unless an active Advantage plan membership is maintained.	1.00	\$0.00	\$0.00
ADV-600-02	The Aire Serv® Advantage Plan **Conditions Apply Like changing the oil in your automobile, it is important to maintain the investment in your heating and cooling system through routine maintenance and tune-ups. Benefits of routine maintenance can include: • Ensuring the safety and comfort of your family • Avoiding costly and untimely repairs • Lowering your utility usage • Maintaining your manufacturer's warranty And, as an Advantage Plan member you receive: • Priority pricing, when you need it most • Scheduled maintenance & performance tune-up • Preferred customer status & priority service/scheduling Other Benefits Include: • Validate equipment warranties when necessary • Reduce equipment breakdown by detecting minor issues before they become major problems • Discounts with other Neighborly® participating locations	1.00	\$0.00	\$0.00
SAG-100	With our SATISFACTION Guarantee, if you are not completely satisfied with your new system anytime during the first 12 months, we will make any changes necessary or REPLACE it with a system of equal value, at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00
TST-165	Current thermostat will be reused	1.00	\$0.00	\$0.00
ELC-130	New weatherproof conduit and wiring from the service disconnect box to the unit	1.00	\$422.28	\$422.28
MFW-120	This unit also includes a manufacturer's backed warranty - ask your representative for more details. Most people look at the length of the full coverage System Assurance Plan as a guideline for FULL coverage any and all warranties are void unless an active Advantage plan membership is	1.00	\$0.00	\$0.00

maintained.
5 years

Sub-Total	\$8,483.12
Tax	\$0.00
Total Due	<u>\$8,483.12</u>
Deposit/Downpayment	\$0.00

THANK YOU AGAIN FOR CHOOSING AIRE SERV!
THERE WILL BE A \$25 CHARGE FOR ALL RETURN CHECKS
THERE WILL BE A SERVICE CHARGE OF 1.5% ASSESSED TO ALL BALANCES AFTER 30 DAYS

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Billing Address

Chisago County Government Center
313 North Main Street
Center City, MN 55012 USA

Job Address

Arrowhead Transit
39840 Grand Avenue
North Branch, MN 55056 USA

Task #	Description	Quantity	Your Price	Total
GDN-COI-350	The cased evaporator coil advantages include: - Aluminum tube and aluminum fin coil construction - Grooved aluminum tubing - Every unit is helium pressure-tested during construction - Every all-aluminum coil is pressure-tested and vacuum tested	1.00	\$1,581.50	\$1,581.50
GDN-CON-150 (1)	The condenser includes product features such as: - Energy-efficient compressors - Single-speed condenser fan motor - Efficient cooling capacity - Heavy-gauge, galvanized steel enclosure cabinet - Factory-installed in-line filter drier	1.00	\$4,647.50	\$4,647.50
PAD-100	Install Corrosion Resistant Condenser Pad : - If the pad the outdoor condenser sits on is cracked or uneven, the condenser may operate unevenly or without properly circulating lubricant or refrigerant, damaging the unit. Replacing the condenser pad when installing a new outdoor unit helps keep your condenser unit operating as it was designed.	1.00	\$329.53	\$329.53
LNS-140	Refrigerant Lineset Flush : - An ozone-safe solvent engineered specifically for flushing refrigeration and air conditioning systems and is strong enough to rinse away particulate, sludge, carbon residues, acids, oils, and water. It enhances system service and avoids the need for time-consuming repeat visits. A lineset flush should become an Integral part of standard procedures for any major system repair, oil change-out or retrofit.	1.00	\$438.70	\$438.70
DRN-120	Standard Condensate Drain Piping Via Gravity to Drain - 10 Foot : - Using Standard condensate drain piping, a PVC pipe is used to run from the unit to the most convenient drain available. The indoor coil on an air conditioner and high-efficiency gas furnaces produce water as a part of their operation that must be routed to a drain.	1.00	\$253.31	\$253.31
PER-100	Permits and Inspections for a single heating/cooling component. PERMITS issued by the jurisdiction in authority and an INSPECTION will be performed to ensure compliance with local codes.	1.00	\$105.00	\$105.00
SAS-100	With our ONE YEAR SYSTEM ASSURANCE Guarantee, read the fine print on agreements from other companies and you'll see there is no comparison to ours. Our Full Coverage Guarantee covers EVERY component of the installation, not just the equipment.	1.00	\$0.00	\$0.00
NOL-110	With our FIVE YEAR NO LEMON Guarantee, if the unexpected happens, and	1.00	\$0.00	\$0.00

your unit has a compressor failure in the Guarantee period, we will replace the entire condensing unit. If the heat exchanger fails in the guarantee period, we will replace the entire furnace. This removes your risk and gives you peace of mind on your decision. See agreement for length of plan.

NOQ-100	With our NO QUIBBLE Guarantee, when we tell you everything necessary for the correct installation of your system is included, we mean it. AND if we forget a necessary component, we include it at our expense. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00
PRG-100	With our PERFORMANCE Guarantee, we guarantee your system will heat and cool your home to our design temperatures, or we correct it at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00
MISC-100	We will not leave any old equipment, cardboard boxes, extra materials used on the job behind.	1.00	\$0.00	\$0.00
MFW-100	This unit also includes a labor warranty - ask your representative for more details. Any and all warranties are void unless an active Advantage plan membership is maintained.	1.00	\$0.00	\$0.00
ADV-600-02	The Aire Serv® Advantage Plan **Conditions Apply Like changing the oil in your automobile, it is important to maintain the investment in your heating and cooling system through routine maintenance and tune-ups. Benefits of routine maintenance can include: • Ensuring the safety and comfort of your family • Avoiding costly and untimely repairs • Lowering your utility usage • Maintaining your manufacturer's warranty And, as an Advantage Plan member you receive: • Priority pricing, when you need it most • Scheduled maintenance & performance tune-up • Preferred customer status & priority service/scheduling Other Benefits Include: • Validate equipment warranties when necessary • Reduce equipment breakdown by detecting minor issues before they become major problems • Discounts with other Neighborly® participating locations	1.00	\$0.00	\$0.00
SAG-100	With our SATISFACTION Guarantee, if you are not completely satisfied with your new system anytime during the first 12 months, we will make any changes necessary or REPLACE it with a system of equal value, at no cost to you. (Ask our customer service representative for more details).	1.00	\$0.00	\$0.00
TST-165	Current thermostat will be reused	1.00	\$0.00	\$0.00
ELC-130	New weatherproof conduit and wiring from the service disconnect box to the unit	1.00	\$422.28	\$422.28
MFW-120	This unit also includes a manufacturer's backed warranty - ask your representative for more details. Most people look at the length of the full coverage System Assurance Plan as a guideline for FULL coverage any and all warranties are void unless an active Advantage plan membership is maintained. 5 years	1.00	\$0.00	\$0.00

Sub-Total	\$7,777.82
Tax	\$0.00
Total Due	<u>\$7,777.82</u>
Deposit/Downpayment	\$0.00

THANK YOU AGAIN FOR CHOOSING AIRE SERV!
THERE WILL BE A \$25 CHARGE FOR ALL RETURN CHECKS
THERE WILL BE A SERVICE CHARGE OF 1.5% ASSESSED TO ALL BALANCES AFTER 30 DAYS

IMPORTANT NOTICE: You and your service professional are responsible for meeting the Terms and Conditions of this contract. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Aire Serv Heating and Air Conditioning® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Aire Serv Heating and Air Conditioning® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: {You are opting in to receive SMS texting messaging offers and alerts from Aire Serv



Aire Serv of East Central MN
6194 Main St. Suite #3
North Branch, MN 55056
651-674-4782 763-689-8530

Estimate 132459088
Estimate Date 10/19/2023

Billing Address

Chisago County Government Center
313 North Main Street
Center City, MN 55012 USA

Job Address

Arrowhead Transit
39840 Grand Avenue
North Branch, MN 55056 USA

Task #	Description	Quantity	Your Price	Total
WHNG-130 (1)	Install a 50 gallon tall natural gas or propane, natural draft water heater. AO Smith	1.00	\$3,859.00	\$3,859.00
GAS-100	Reconnect Existing Gas Supply Line With New Safety Shutoff : This reconnection of the piping is for natural gas or propane furnaces. The piping to the furnace should include an easily accessible safety shutoff valve for use in servicing the unit and in case of emergency.	1.00	\$246.66	\$246.66
VNT-110 (1)	Reconnect existing exhaust. The furnace flue pipe allows the exhaust from the combustion gases to pass safely to the outside.	1.00	\$358.40	\$358.40

Sub-Total	\$4,464.06
Tax	\$0.00
Total Due	\$4,464.06
Deposit/Downpayment	\$0.00

THANK YOU AGAIN FOR CHOOSING AIRE SERV!
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Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 13
Title of Item for Consideration: Old Jail Demotion Project Change Orders	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: At the October 18 th , 2023 Board meeting, the Board approved a Change Order for the Old Jail Demolition Project of \$17,852.	
Background: This is the LAST Change Order from Rachel Contracting for the Old Jail and White House Demolition. The item of debris removal and import of clean fill was discussed and approved at the board Oct 18th Meeting in the value of \$17,852. Rachel Contracting had some additional unforeseen asbestos that was attached to foundation walls below grade. Total change order for the project is \$20,479. Attachment(s): Change Order Request from Rachel Contracting	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve spending an additional \$2,952.00 for the removal of asbestos waterproofing uncovered in the foundations of the Old Jail and White House. The suggested motion is as follows: <i>“Move to approve spending an additional \$2,952.00 for the removal of asbestos waterproofing uncovered in the foundations of the Old Jail and White House.”</i>	
Implications of Action: By approving the change order, Rachel Contracting will have completed the Old Jail and White House Demolition project.	
Budget/Financial Implications: \$2,952.00, from the current Old Jail Demolition ARPA allocation.	
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 _____

CHANGE ORDER REQUEST

Change Order Request #: 2
Date: October 23, 2023
Rachel Project #: 23064

TO: County of Chisago
313 North Main Street, Rm 400
Center City, MN

PROJECT: Chisago County Jail Demo
109 & 111 N. Main Street
Center City, MN

ITEM	DESCRIPTION	ADD/(DEDUCT)	AMOUNT
1	Triple E found an additional water service on site. The additional cost is : \$4,795.63 Mark up 10% \$479.56 Sub Total: \$5,275.19	ADD	\$ 5,275.00
2	Removal of asbestos waterproofing uncovered on the foundations 3 loads @ \$984.00 per load = \$2,952.00	ADD	\$ 2,952.00
3	Remove buried concrete & bituminous.	ADD	\$ 17,852.00
4	Deduct work associated with relocation of sign	DEDUCT	\$ (5,600.00)
<u>Notes:</u>			

TOTAL CHANGE ORDER \$ 20,479.00

CONTRACT SUMMARY

The Original Contract Sum was :	\$ 329,300.00
Net Change by previously authorized Change Orders :	\$ -
The Contract Sum prior to this Change Order :	\$ 329,300.00
The Contract Sum will be increased by this Change Order :	\$ 20,479.00
The New Contract Sum. Including this Change Order, will be :	\$ 349,779.00

IN WITNESS WHEREOF the parties have executed this Contract Revision by proper officers of duly authorized agents.

Owner: County of Chisago	Company: Rachel Contracting, LLC
By _____	By _____
Its _____	Its _____
Date _____	Date _____

Change Order Request #**Date:****Project Name:****Project Number:****Customer:**

1
9/18/2023
Chisago County Jail Demo
EEE 4355/ Rachel 23064
Rachel Contracting



5232 Hanson Crt N
 Crystal, MN 55429
 Office 763-207-8068
 Fax 763-273-8766
 natalie@eee-ws.com

Description of Change:

Additional water line to disconnect found upon arriving onsite. Due to location of service line, it will have to be disconnect after the building comes down. An additional mob is required.

Labor	Regular	Overtime	Winter	Total
Position	Hours	Rate	Hours	Rate
Foreman	8	\$115.00		\$143.75
Operator	8	\$105.00		\$131.25
Pipe Layer		\$103.00		\$128.75
Laborer	8	\$99.00		\$123.75
Laborer		\$99.00		\$123.75
Laborer		\$99.00		\$123.75
Total Labor				\$2,552.00

Material	Cost
Description	
	\$135.00
Total Material	\$135.00

Equipment	Regular	Winter	Total
Description	Hours	Rate	Hours
PC88	8	\$65.00	\$55.00
PC138		\$75.00	\$75.00
PC238		\$90.00	\$90.00
PC360		\$105.00	\$115.00
Skid		\$32.00	\$45.00
Dozer		\$38.00	\$50.00
Roller		\$35.00	\$48.00
Loader		\$65.00	\$80.00
Compactor		\$25.00	\$40.00
Tool Truck	8	\$65.00	\$40.00
Total Equipment			\$1,040.00

Misc.	Cost
Description	
Rental	
Per diem	
Hotel	
Mobilization	\$800.00
Other:	
Line Tracer	\$150.00
Total Misc	\$950.00

Triple E Representative:

Natalie Belich

Approval Signature by Customer:

Total Labor	\$2,552.00
Total Equipment	\$1,040.00
Total Material	\$135.00
Total Misc.	\$950.00
Subtotal	\$4,677.00
Sales Tax	\$10.13
Overhead	\$108.50
CO TOTAL	\$4,795.63

Once signed by both parties, this form is used as a binding contract accepting the updated price of work to be done due to changes not anticipated and non avoidable by Triple E Water and Sewer.



SKB Rosemount Industrial Waste Facility

42283

ASBESTOS Shipping Manifest

1. Generator's US EPA ID No. (if any)

2. Page 1 of 1 page(s)

3. Generator's Name and Facility Address

Mailing Address

Chicago County

108 North Main St, Center City, MN 55012

4. Generator's Phone

651-213-8201

Fax

5. Transporter 1 Company Name

JESI Trucking

Phone:

612 498 6710

6. Transporter 2 Company Name

Phone:

7. Designated Facility Name and Site Address

SKB Rosemount Industrial Waste Facility

13425 Courthouse Blvd.

Rosemount, MN 55068

651-438-1500

8A. Abatement/Generator Contractor

Address

8B. Responsible Agency MPCA

Address 520 LAFAYETTE ROAD NORTH

City, State, Zip

City, State, Zip ST. PAUL, MN 55155

Operator's Phone No.

651-296-7997

8C. U.S. DOT Description (including Proper Shipping Name)

9. Containers

No. Type

10. Total Quantity

11. Unit Wt/Vol

12. Waste Profile Sheet #

a.

NA 2212, ASBESTOS, 9, PGIII

Asbestos Containing C&D Mix

b.

13. Additional Descriptions for Materials Listed Above (Indicate waste stream Approval # below)

a. MI

23-0171

Asbestos Containing C&D Mix

b. MI

14. Special Handling Procedures for Wastes Listed Above

15. Special Handling Instructions and Additional Information

EMERGENCY CONTACT:

RICK BARTENIO

SKB Use Only

Load #

Scale Wt.

Tons/Yds.

16. GENERATOR/ABATEMENT CONTRACTOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.

Printed/Typed Name

Signature

Month Day Year

17. Transporter 1 Acknowledged of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this Manifest except as noted in Item 19.

Printed/Typed Name

Signature

Month Day Year

White - Return to Generator

Pink - Transporter

Canary - Facility Copy

Goldenrod - Generator Copy



SKB Rosemount Industrial Waste Facility

42285

ASBESTOS Shipping Manifest		1. Generator's US EPA ID No. (if any)		2. Page 1 of page(s)	
3. Generator's Name and Facility Address		Mailing Address			
109 North Main St. Denton City, MN 55012					
4. Generator's Phone		Fax			
5. Transporter 1 Company Name		Phone:			
JES Trucking		651-438-0755			
6. Transporter 2 Company Name		Phone:			
7. Designated Facility Name and Site Address		SKB Rosemount Industrial Waste Facility 13425 Courthouse Blvd. Rosemount, MN 55068 651-438-1500			
8A. Abatement/Generator Contractor		8B. Responsible Agency MPCA			
Address		Address 520 LAFAYETTE ROAD NORTH			
City, State, Zip		City, State, Zip ST. PAUL, MN 55155			
Operator's Phone No.		651-296-7997			
8C. U.S. DOT Description (including Proper Shipping Name)		9. Containers		10. Total Quantity	
		No. Type		11. Unit Wt/Vol	
a. NA 2212, ASBESTOS, 9, PGIII					
b. ASBESTOS CONTAINING CEMENT MIX					
13. Additional Descriptions for Materials Listed Above (Indicate waste stream Approval # below)		14. Special Handling Procedures for Wastes Listed Above			
a. MI					
b. MI					
15. Special Handling Instructions and Additional Information		SKB Use Only			
EMERGENCY CONTACT: JACK BARTHOLOMEW		Load #			
		Scale Wt.			
		Tons/Yds.			
16. GENERATOR/ABATEMENT CONTRACTOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.					
Printed/Typed Name		Signature		Month Day Year	
John Eckel		[Signature]		7/1/01	
17. Transporter 1 Acknowledged of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year	
Chris [Signature]		[Signature]		7/1/01	
18. Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year	
19. Discrepancy Indication Space					
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this Manifest except as noted in Item 19.					
Printed/Typed Name		Signature		Month Day Year	
		[Signature]		7/1/01	

White - Return to Generator

Pink - Transporter

Canary - Facility Copy

Goldenrod - Generator Copy



SKB Rosemount Industrial Waste Facility

42284

ASBESTOS Shipping Manifest		1. Generator's US EPA ID No. (if any)		2. Page 1 of 1 page(s)	
3. Generator's Name and Facility Address Chicago County 109 North Main St, Center City, Min 55012		Mailing Address			
4. Generator's Phone 551-213-8701		Fax			
5. Transporter 1 Company Name T J Paulson		Phone: 763-607-1699			
6. Transporter 2 Company Name		Phone:			
7. Designated Facility Name and Site Address SKB Rosemount Industrial Waste Facility 13425 Courthouse Blvd. Rosemount, MN 55068		651-438-1500			
8A. Abatement/Generator Contractor Address City, State, Zip Operator's Phone No.		8B. Responsible Agency MPCA Address 520 LAFAYETTE ROAD NORTH City, State, Zip ST. PAUL, MN 55155 651-296-7997			
8C. U.S. DOT Description (including Proper Shipping Name) 1112020		9. Containers No. Type		10. Total Quantity	
a. NA 2212, ASBESTOS, 9, PGIII Asbestos Containing C&D Mix				11. Unit Wt/Vol	
b.				12. Waste Profile Sheet #	
13. Additional Descriptions for Materials Listed Above (indicate waste stream Approval # below) a. MI 23-0171 Asbestos Containing C&D Mix b. MI		14. Special Handling Procedures for Wastes Listed Above			
15. Special Handling Instructions and Additional Information EMERGENCY CONTACT: NICK BASTELLO		SKB Use Only Load # Scale Wt. Tons/Yds.			
16. GENERATOR/ABATEMENT CONTRACTOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.					
Printed/Typed Name John Eckel		Signature [Signature]		Month Day Year 11 10 11	
17. Transporter 1 Acknowledged of Receipt of Materials Printed/Typed Name Terry Paulson		Signature [Signature]		Month Day Year 10 03 11	
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature		Month Day Year	
19. Discrepancy Indication Space					
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this Manifest except as noted in Item 19.					
Printed/Typed Name		Signature		Month Day Year	

White - Return to Generator

Pink - Transporter

Canary - Facility Copy

Goldenrod - Generator Copy

Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 14
Title of Item for Consideration: Renewal of Commercial Lease Agreement with Arrowhead Transit (AEOA)	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: The history of the ‘Heartland Express Building’ in North Branch; - On February 4th, 2015, the Chisago County Board of Commissioners authorized an offer to purchase the previous Lakes EMS building and property located at 39840 Grand Ave., North Branch, MN 55056 for a purchase price of \$340,000 (in closed session); - On February 19th, 2015, the Heartland Transit Joint Powers Board approved the relocation of Chisago County Heartland Transit buses and drivers, and potentially other Heartland operations, to 39840 Grand Ave., North Branch, and agreed, in concept to a lease of such facility from Chisago County, to be added to the Heartland Transit Budget and apportioned accordingly among Chisago County and Isanti County interests. - Beginning January 1st, 2017, the County leased the Building to Isanti County for the continued operation of Heartland Express. - On August 19th, 2020, the Chisago County Board of Commissioners (following Isanti County’s direction) dissolved Heartland Express as the rural transit provider for Chisago County. - On January 5th, 2021, Chisago County all of Heartland Express’ assets to Arrowhead Transit (AEOA) including the current lease with Isanti County for the Heartland Express North Branch facility. - Chisago County and Arrowhead Transit entered into a Commercial Lease Agreement on December 7th, 2022.	
Background: Due to the dissolution of Heartland Express, Chisago (and Isanti) with the direction and administration of MnDot, a new rural public transit system was sought and bid for. After the bidding process, MnDot selected Arrowhead Transit (AEOA) to provide the service to Chisago County. Base Rent: \$65,926.43 April 2023 CPI: 297.265 <u>April 2022 CPI: 284.046</u> CPI Change: 13.219 Percentage Change: 4.654% Increase in Base Rent: \$3,068.10	

2024 Annual Base Rent: \$68,994.53 (or \$5,749.54 monthly)

Arrowhead Transit currently uses the North Branch facility for providing transit services to Chisago County. The County will receive a total of **\$68,994.53** or a monthly lease payment of **\$5,749.54** (or \$255.67 more per month in 2024, from Arrowhead Transit.

Attachment(s):

- Commercial Lease Agreement

Action Requested /Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the renewed Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility beginning January 1st, 2024. The following motion is suggested:

“Move to approve the Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility (beginning January 1st, 2024).”

Implications of Action: By approving the lease agreement, Chisago County will maintain compliance with MnDOT for rural transit services.

Budget/Financial Implications: The County will receive a monthly lease payment of **\$5,749.54** from Arrowhead Transit for use of the facility to provide Chisago County with transit services.

Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies. The County Attorney has approved the agreement as to form.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request For Board Action

Meeting Date: November 1, 2023	Item Number: 15
Title of Item for Consideration: Household Hazardous Waste Facility / Minnesota Pollution Control Agency – Greater Minnesota Waste Reduction, Reuse, Recycling and Composting Grant Application Authorization: State Fiscal Year 2024	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Solid Waste Division
Previous Action on this Matter: • December 20, 2017, County Board authorized Environmental Services Dept. to seek an architectural design service to create a site build out plan for the Household Hazardous Waste (HHW) Facility Expansion • August 1, 2018, County Board approves contract with TKDA to create a site and building remodel plan for the HHW Facility • June 19, 2019, County Board updated on the HHW Facility's – Capital Assistance Program grant application to the MPCA, Governor and State Legislature. Project vetted by MPCA and included in the Governor's Budget 2020/21 and again in 2022/23, although funding was not awarded. • April 23, 2021, MPCA awards HHW Facility a Greater MN Recycling and Compost Grant to build the Recycle Yard phase of the project, Board signs contract on June 25, 2021, and the Yard successfully opens June 26, 2023.	
Background: As noted above, the County Board has been supportive of efforts over the years to address improvements at the 20-plus year-old HHW Facility in North Branch. In 2017 the Board authorized completing a Pre-Design Report with TKDA to analyze needed improvements at the HHW Facility. Subsequent efforts to secure a 50% matching Capital Assistance Grant from the Legislature in support of these improvements has so far been unsuccessful, even though the project has been vetted by the MPCA and in the Governor's budget for two biennia. Considering this, the Department was encouraged to seek a MPCA Grant, and was awarded a Greater Minnesota Recycling and Composting Grant in 2021 to build one of the four phases of the Pre-Design analysis. The Recycle Yard was built to the rear of the HHW facility in North Branch and opened in June of 2023. The ES Department is again asking for the Boards approval to apply for the same grant, this time for the all and/or portions of the other three phases of the project which entail upgrading mechanicals and safety in the HHW warehouse, enclosing the open south end of the building, and adding a cold storage unit to the rear of the HHW Facility with a covered access to the current building, and upgrading the HHW office and reuse areas. The main goal of this MPCA Environmental Assistance Grant program is to reduce waste, reuse items, and improve recycling in in outstate counties; eligibility is up to \$250,000 in funding with a minimum local match of 25%. It is not a typical HHW facility grant option and our eligibility may be questioned but we believe we can tailor the application to try to fit the Environmental Assistance	

Grant criteria.

In the 2024 budget, the Department allocated \$281,000 (the same amount as the previous unsuccessful CAP match) to go-it-alone on Facility improvements. We would like to use this budgeted dollar amount as the grant match if awarded, which would effectively double our money.

Therefore staff is requesting approval to proceed with a maximum funding grant, requesting the full \$250,00 with a grant match with up to the budgeted amount of \$281,000. The Department is currently drafting the application and finalizing the budget. The due date for the application is November 15, 2023. As part of the grant application, the MPCA requires the attached resolution to be passed in advance by the Board, which agrees to commit to the project, enter into an contract, and supply the match funds.

If the grant application is successful and improvements are incorporated into the ongoing general HHW/Solid Waste/Recycling operations, the project would further our recycle efforts to reach the State mandated 35% goal, while also focusing on the new reuse component of the grant, which will both allow the Facility to continue to provide the services county residents have come to expect and depend on.

Attachment(s):

- Authorizing Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize Staff to Proceed with an Application to the Minnesota Pollution Control Agency for an Environmental Assistance: Greater Minnesota Waste Reduction, Reuse, Recycling and Composting Grant, State Fiscal Year of 2024. The Authorizing Resolution is attached and the suggested motion to approve and proceed with this action is as follows:

“Move to approve the Minnesota Pollution Control Agency’s Fiscal Year 2024 Environmental Assistance Grant Program Authorization Resolution, and Direct Staff to Finalize the Draft Application and Apply to the Environmental Assistance Greater Minnesota Recycling and Composting Grant Program for a Grant Award Not To Exceed \$250,000 with up to \$281,000 in Local Match funding, or as amended at tonight’s meeting.”

Implications of Action: The recommended Board action will authorize staff to proceed in finalizing and submitting the draft grant application. If successful, this grant will allow for improvements at the HHW Facility site that will help the County to meet State mandated recycling goals, while working to maintain the recycling services residents have grown to expect.

Budget/Financial Implications: According to the original Pre-Design report, the cost of the remaining three phases of the project is \$562,420.50 not including plan development and bidding. This amount includes contingencies that would most likely cover cost increases since the plan was created. There will be additional costs to create bid plans and administer the bidding and management of the project. Not all the components of the plan will be implemented, in order to remain at or below the ultimate budget of a \$250,000 grant with up to a \$281,000 County match. The County match will come out of the #14-390 SCORE budget, based on the Waste Management Fund (not levy dollars). To afford some flexibility in finalizing the grant request project costs, staff is recommending authorization to proceed, if needed, with a full \$250,000 grant request and \$281,000 County match.

Legal/Policy Implications: The grant will help the County meet State Mandates. If successful, the County will be required to enter into a grant agreement with the MPCA that will identify further general terms and conditions of the funding award.

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

Chisago County Resolution No. _____

Minnesota Pollution Control Agency
Fiscal Year 2024 Grant Program
Authorization Resolution

WHEREAS, Chisago County (name of your organization) has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FY2024 Greater MN Waste Reduction, Reuse, Recycling and Composting Grant Program; and

WHEREAS, if MPCA funding is received, Chisago County (name of your organization) is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that Chisago County (name of your organization) enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

BE IT RESOLVED THAT the Chisago County Board of Commissioners (name of governing body) hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs Commissioner Ben Montzka (name of a position) to sign the grant agreement on its behalf.

Commissioner Ben Montzka
(Print name of signing officer)

Chair of Chisago County Board of Commissioners
(Title)

(Signature of an officer with your governing body)

(Date your governing body agreed to this resolution)