



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, December 6, 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.) Contract between Lauren Moberg and Chisago County 2023 -2024 TAB 3
- 4.) Emergency Foster Care Contract with Samantha and Nathan Hansen TAB 4
- 5.) SHIP 222 Grant Agreement – Chisago County Wellness Committee TAB 5
- 6.) COVID-19 Vaccination Implementation Grant Agreement Amendment TAB 6

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 – Contract with Lauren Moberg 2023 -2024 TAB 3
- 4.) HHS Committee Recommendation – Emergency Foster Care Contract with Hansens TAB 4
- 5.) HHS Committee Recommendation – SHIP 222 Grant Agmt – County Wellness Committee TAB 5
- 6.) HHS Committee Recommendation – COVID-19 Vac. Implementation Grant Agmt Amend TAB 6
- 7.) Payment of County's Warrants and Miscellaneous Bills TAB 7
- 8.) Minutes from the November 15, 2023 Regular Meeting TAB 8
- 9.) Recognition of County Staff December Anniversaries TAB 9
- 10.) Advertising 2024 Citizen Committee Vacancies TAB 10
- 11.) Transfer Funds – Tax Forfeited Land Sales to Tax Forfeited Land Fund TAB 11

Truth in Taxation Hearing (7:00 p.m.)

- 12.) Consideration of Final 2024 Operating County Budget and Capital Improvement Plan TAB 12

Other County Business:

- 13.) Chisago County Mountain Bike Course ARPA – Pathfinder Trail Builders LLC TAB 13
- 14.) TriMin Auto Indexing and Auto-Transfer Applications TAB 14
- 15.) Appointment of County Commissioners to Chisago County Election Canvassing Board TAB 15

16.) Establishing Absentee Ballot Board	TAB 16
17.) Setting the Ditch Levies for 2024	TAB 17
18.) Reimbursement Agmt for Collections of Fluorescent and High Intensity Discharge Lamps	TAB 18
19.) 2024 Problem Materials and Curbside Hauler Recycling Agreements	TAB 19
20.) 2022 Emergency Management Performance Grant	TAB 20
21.) Radiological Emergency Preparedness Grant	TAB 21
22.) 2024 Federal Boating Safety Supplemental Equipment Grant	TAB 22
23.) 2023-2025 State of Minnesota Snowmobile Safety Grant	TAB 23
24.) 2023-2025 State of Minnesota Off-Highway Vehicle Safety Grant	TAB 24

Discussion Items:

- Administrator Updates
 - Correspondence
 - Commissioner Committee Reports
- CORR.

Adjourn Meeting of the Board of Commissioners





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: November 29, 2023

I. Department Updates/Highlights:

As we wrap up the year, things continue to be very busy across Health and Human Services. The unwinding process continues. Guidance from the state has remained steady for the last few weeks, so rules have been consistent, though our numbers continue to increase as we anticipated. Our current processing time on average is about three weeks, as comparison other counties of our size are currently reporting 4-6 weeks for processing individuals. Our December and January numbers are typically some of our largest, so we are expecting an increase in processing times coming up. This may require overtime; we still have funding available from the state allocation for unwinding, should overtime be necessary.

The State Task Force for Priority Admissions has just about wrapped up their scheduled meetings and are preparing their report for the Legislature. In preparation for that, the members of the Committee from Association of Minnesota Counties (AMC), Minnesota Association of County Social Service Administrators (MACSSA), Minnesota County Attorney's Association (MCAA), and the Minnesota Sheriffs' Association again worked together to provide one unified response with their ten best recommendations. (Attachment) To no one's surprise, the number one collective recommendation is for an increase in bed capacity across the state-operated system. Some of the other recommendations worth noting include providing immediate resources to jails to serve individuals, while larger systemic changes take place. This could include Minnesota requesting a federal waiver to allow individuals to maintain their Medicaid services for mental health treatment while in some institutions not currently allowed. Also recommended is the establishment of infrastructure building allocations available to counties to develop local solutions, supporting recommendations coming out of the Competency Restoration Task Force (another legislatively mandated task force established to review the competency restoration process for individuals deemed incompetent to be charged for crimes due to mental disability), and implementation of a new Rule 20 examiner certification program. We will be actively working on this issue during the upcoming legislative session.

Our new METS paperless solution is scheduled to go live Wednesday and Thursday, November 29th and 30th. During the go live event we will finalize the process and identify and fix any issues that arise. Once that is complete, we will conclude with full implementation around December 15th, 2023. Again, thanks to this Board for their support in starting this project and thanks to the staff in the Enterprise Services Department for their work and support throughout the process. We anticipate that this will significantly increase our efficiency in processing applications for individuals and families here in Chisago County.

We recently received our Child Support Performance report from the state. Our Child Support Unit has again done an outstanding job, receiving an overall rating of 107.19% in establishing paternity. This is compared to an overall regional rating of 99.57% and the state overall rating of 96.58%. A Minimum rating of 90% is required to meet state and federal guidelines. In the area of establishing an order of child support Chisago County received a rating of 95.09%, compared to the region at 89.54% and the state rating at 85.72%. A minimum rating of 80% is required in this area. Again, Chisago County is ranking within the top three counties in the state for our Child Support Unit.

We have seen an increase in our licensed home daycares this month. Our Licensor has licensed new homes in Wyoming, Harris, and Forest Lake. Additionally, one more is scheduled to be licensed in Taylors Falls and there are three new applications pending. This is great news and important for the residents of Chisago County.

Public Health welcomed their two new contracted community health workers this last month. They have begun their training and have been out meeting community partners and learning about Chisago County and the resources we have here. We are currently developing a referral process for them to begin working with community residents.

Public Health Leadership is preparing to start strategic planning in December, as well as overall evaluation of their ability to meet foundational and mandated work. Additional grant funding to support local capacity has been made available and we are anticipating additional grant funding to support Public Health Emergency Planning (PHEP). Additional funding was also authorized by the state legislature last year and we are anticipating receiving some of those grant dollars to continue the work of Public Health in other areas as well.

II. Financial Notes:

The Minnesota Court of Appeals recently issued a decision (Ecklund) that is adverse to DHS and our County estate recovery programs. It limits estate recovery on certain payments, and it requires Minnesota to violate federal Medicaid laws and guidance. At this time the Minnesota Department of Human Services is asking counties to “wait for further guidance from DHS” before processing any new recovery claims. We have consulted with our County Attorney’s Office and will be following their guidance as the state negotiates this decision.

III. Staffing Updates:

We have recently hired a Behavioral Health/LADC Social Worker in our Behavioral Health Team and a Financial Eligibility Worker in our Income Maintenance unit.

Additionally, our new Child Welfare Social Worker started with us on November 6th and our new Community Outreach Social Worker will start December 1st.

We are currently advertising for a Children's Services Case Manager and a Case Manager/Child Foster Care Licensur in our Children's Services unit, and a Case Manager in our Aging and Disabilities Division.

Review Requests for Board Action:



MACSSA
Minnesota Association of County
Social Service Administrators



To: Task Force on Priority Admissions Co-Chairs, Commissioner Jodi Harpstead and Attorney General Keith Ellison

From: Association of Minnesota Counties: Tarryl Clark, Stearns County Commissioner
Minnesota Association of County Social Service Administrators: Angela Youngerberg, Blue Earth County Human Services Director of Business Operations
Minnesota County Attorney's Association: Kevin Magnuson, Washington County Attorney
Minnesota Sheriffs' Association: Bryan Welk, Cass County Sheriff

Re: Response to Task Force on Priority Admissions to State-Operate Treatment Programs 10 Best Ideas Assignment

Date: October 23, 2023

Thank you for the opportunity to engage in the important work of envisioning an improved priority admissions system. The signatories below represent many of the statewide county government associations including the Association of Minnesota Counties, the Minnesota Association of County Social Service Administrators, the Minnesota County Attorney's Association, and the Minnesota Sheriff's Association. Our associations, continue to submit a unified response due to our shared perspectives on the challenges we face.

Collectively, we believe the guiding principle in this conversation is enabling access for individuals to the most appropriate treatment available for their health care needs by ensuring that solutions address all levels of needs and services, including assisting with challenges faced by hospitals, jails, state agencies, and local governments. As stated previously, expanding upon both capacity and cooperation is foundational to any comprehensive solution that safeguards the constitutional and humane treatment of some of our state's most vulnerable individuals.

Listed below are the top ideas we collectively believe are critically necessary to carry out the priorities identified above and take meaningful short- and long-term steps to improve the priority admission process. The collective priorities listed below are not listed in any particular order.

1. There is a clear need to increase bed capacity across the state-operated system. Boarding in emergency departments and jail facilities is becoming “normalized” and is unacceptable as we look to our guiding principles for this work. While access to psychiatric beds is needed across the entire system, the two areas of focus should be:
 - a. Increase the number of beds categorized as Community Behavioral Health Hospital beds. These beds are critical to provide services to mentally ill adults who are most often civilly committed and in rural Minnesota. Community hospitals in most rural areas of the state are not equipped, nor have the specialized resources to serve this population.
 - b. Increase the number of beds within the Forensic Mental Health Program. Individuals in this program have unique needs that are not served well in other areas of the mental health system. The security, monitoring, and length of treatment are factors that cannot be addressed through other hospitals. FMHP capacity has been overflowing and taking up critical resources within AMRTC. A substantial number of beds in FMHP are needed to accommodate new admissions (including initial evaluations), ongoing placements, and to address the short term needs of former FMHP patients who need to return to FMHP to receive hospital-level health care, as medically indicated. Efforts for expansion should be addressed in all three areas.
 - c. Establish a new level of service for residential beds that exists between hospitalization and long-term community placement for individuals that require an extended level of psychiatric treatment and have security or behavioral needs. A “secure IRTS” model has been explored, but the private provider community is not stepping into this space due to funding, liability, and clinical model concerns. The state should develop and provide a level of service in this space which provides secure, extended treatment and care for a length of time up to 6-12 months. Individuals having success in a setting like this will undoubtedly provide some confidence for private community providers to accept them into their homes for long term housing.
2. Resource jails to provide immediate resources to serve individuals while larger systemic changes are being made.
 - a. Provide resources to jails so they may be able to safely enforce Jarvis Orders for administration of neuroleptic medication. Most jails are not staffed with the level of nursing needed for the enforcement of a Jarvis Order, and most jails have such a small need for this that staffing in this way is not efficient or even realistic. When individuals are without their neuroleptic medications for any period, the likelihood of psychiatric decompensation is high, often resulting in the need for hospitalization. Options to be made available to jails include:
 - i. State funding should be offered to jails so they may contract with a medical provider to provide 24/7 access to services (nursing, etc.) to administer neuroleptic medications under a Jarvis Order.

- ii. State response teams should be developed using medical expertise to provide on-site response to jails that do not have medical resources to enforce Jarvis Orders. This option may be essential for remote, smaller, or jails with infrequent need or a lack of local medical resources.
 - b. While capacity is being built out at state facilities, a regional pilot project should be created to ensure that individuals in jail, awaiting placement in a state facility, can get the necessary treatment jails can reasonably provide. This pilot project would require funding to allow for additional capacity in select regional jails, the creation of a diagnostic team inclusive of medical and mental health professionals, and incentives for smaller counties to transport this population to a regional pilot project location. There should continue to be a reasonable time benchmark for placement.
3. Streamline and clarify the admissions and discharge processes within Direct Care and Treatment (DCT) to address concerns with the standards for various determinations.
- a. The admissions process must clearly articulate the standards for triaging and prioritization of individuals. Agreed upon benchmarks should be established to help guide prioritization determinations as well as guide discussions about where the system continues to fail to meet aspirations. Similarly, the discharge process must consist of understandable and definable criteria so that the process is more transparent and acceptable as evidence of appreciable stabilization. An approachable review process should be agreed upon to allow for reconsideration of reasonably disputed determinations.
 - b. Refresh the Central Pre-Admissions “Wait List” policies/procedure to be a more sophisticated process which allows patients awaiting hospital or bed placement to be not limited to one wait list, but to allow a triage and bed/facility placement process that is responsive to patient acuity. This should align with DHS’s desire to allow medical triage to influence patient placement. The caveat is that medical triage should not assume a person’s placement in another facility (such as a jail) is “safe” or receiving treatment that they are not. The success of this recommendation will be significantly dependent on an increase in DCT bed access, capacity, and availability.
 - c. Hospital systems must have a transparent process for Utilization Management and Review, which is a process that evaluates appropriateness and medical necessity of treatments and facilities provided to patients on a case-by-case basis according to CMS standards. In concurrent utilization management review models (similar to what DCT does), the patient’s progress, prognosis, treatment plan, and other data are reviewed to determine if the individual does or does not meet criteria to remain hospitalized. In many hospital systems, this is completed by a third party as a form of quality assurance. In the current DCT system, this is conducted by DCT employees, most often mental health professionals. It is recommended that the state consider contracting with a third-party to conduct utilization reviews and reassign the high-demand mental health professionals to

fill the numerous MHP vacancies in the DCT system. This recommendation achieves three goals: (1) reducing the possibility of a conflict of interest (the state determines when a person no longer meets criteria for hospitalization, triggering a financial responsibility in which the counties must pay the state for cost of care for any days remaining in the hospital), (2) achieving higher quality of care through assurance of the most effective treatment and better data, and (3) utilizing current state employees to fill vacancies due to workforce shortages.

4. Support key recommendations coming out of the Competency Restoration Task Force and resource the recommendations swiftly so that systemic relief may be felt. The Competency Restoration Task Force extensively reviewed the systems relating to individual caught up in both the mental health and criminal justice systems. The number of recommendations make outlining them in this document unrealistic, however, this task force should review those recommendations for areas of agreement and achievability. Such key recommendations should be supported and implemented.
5. The qualifications necessary to be a Rule 20 examiner must be examined and a robust certification program should be implemented to ensure timeliness of reports and quality of the exams and reports. There has been difficulty getting timely Rule 20 evaluations, resulting in delays in the process and in receiving necessary health care. Additionally, concerns about the quality of reports are increasing. Simply, the pool of qualified examiners is not large enough to address the need in the state and steps need to be taken to address current barriers.
 - a. Examiners should have to qualify through a robust certification process that ensures an examiner is qualified to give an expert opinion in the area. The process must be more than a review of applicable standards or review and should mirror certification programs in other jurisdictions. With a robust certification program, licensing requirements can be reconsidered. To increase the pool of trained examiners it is recommended that additional professional licensures be allowed to provide examinations with the expectation that they have received the required certification on the topic area.
 - b. Reimbursement rates for these examiners should be increased as many private examiners have opted to no longer provide the service due to the rate not being commensurate with the time to complete the examination and the associated liability that the examiner holds. Any reduction in private examiners will increase the responsibility of the state to provide examiners, who are already backlogged.
6. Establish infrastructure building allocations that are available to counties to develop innovative, local, and specific solutions for serving individuals being discharged from the Forensic Mental Health Program.
 - a. Utilizing the AMHI structure for these allocations, which should be voluntary for AMHIs or counties to opt-in or opt-out, would be a potential funding pathway. This could be funded by returning 100% of the county-share of Does Not Meet Criteria days that are currently

paid by counties to the state's general fund for days patients are in a state facility and do not meet medical criteria for hospitalization. This county cost is unique to Minnesota and was enacted to incentivize counties to expedite discharge of individuals from state facilities. With over ten years of data showing that the ability for an individual to be discharged from a state facility to the community is not fully within the control of the county (there are often many factors), this cost share should be stricken from law. Additionally, the funds contributed by the county should be returned to the county to develop community capacity. This would be one potential funding source for building infrastructure.

7. Adopt and offer models of care in all DCT facilities that embrace specialty care for co-occurring disorders. All too often patients require transfer from one DCT facility to another to address their co-occurring health care needs (including mental health, substance use disorder, and intellectual and developmental disability disorder). It is widely studied and documented that through providing integrated care a more complete recovery of co-occurring illnesses is possible. Technology may assist in providing specialized care in more remote facilities, or facilities experiencing workforce concerns. Relocating the services to the patient is more efficient and effective than moving the patient to the services.
8. Minnesota should expedite a Section 1115 Medicaid Demonstration Waiver application to allow incarcerated individuals to access to proper health care in jails and begin active consideration and evaluation of submitting a Section 1115 Medicaid Demonstration Waiver to update Medicaid's prohibition on paying for mental health treatment delivered in institutions for mental disease.
 - a. "The Social Security Act, Sec. 1905(a)(A) prohibits the use of federal funds and services, such as Children's Health Insurance Program (CHIP), Medicare and Medicaid, for medical care provided to 'inmates of a public institution.'" While this language was intended to prevent state governments from shifting the health care costs of convicted prison inmates to federal health and disability programs, it has an unintended impact on local jail detainees who are in a pre-trial status and have not been convicted of a crime." (*excerpt from Naco.org website*) Minnesota has not yet submitted a Section 1115 Medicaid Demonstration Waiver unlike many other states in the nation. The federal government has encouraged states to propose innovative Section 1115 waivers that will expand coverage, address whole-person care, work to reduce health disparities, and address topics of special interest to states. Many states have submitted waivers, and some have been approved, Minnesota should look broadly across the nation to learn from the states that have already submitted waivers. States such as California or Washington have received approval for their waivers which allow incarcerated individuals access to certain health care services up to 90 days prior to release from incarceration. Oregon has submitted a waiver which is currently pending approval, requesting adults and youth who are incarcerated and committed receive Medicaid benefits for the duration of their commitment.

- b. The same federal act prohibits Medicaid to pay for care in Institutions for Mental Disease (IMD), which are psychiatric hospitals or other residential treatment facilities that have more than 16 beds. This federal law prohibits paying for medically necessary psychiatric care based on the size of the facility, not the type of medical care that can be provided. In a time where workforce, access, and clinical expertise are all in short supply, we should be considering how we design systems to treat mental illness like any other health condition. It is recommended that Minnesota consider applying for a waiver from the federal government to allow for short-term stays in psychiatric hospitals regardless of size, so that we may expand access to psychiatric beds and leverage expanded models of medical care that are more efficient and responsive to today's workforce shortages and access needs. Currently, 18 other states have applied for a waiver from the IMD payment exclusion and have been approved or are pending approval.
- 9. Minnesota should continue to reform policies that promote the development of innovative housing models for individuals with mental illness and/or complex behavioral needs.
 - a. Funding and licensing models for housing and residential-based care can be highly complex. How Minnesota's Unitary Residence and Financial Responsibility Act ([Minn. Stat. §256G.01-.12](#)) is applied in each situation creates additional considerations that counties must make as development of such housing models or use of public funding are often influenced or decided by local governments. As housing policy blends with treatment and service policy, there are some models that are more likely than others to be accepted by local governments, due to the likelihood of high-service need individuals moving into certain counties and therefore the local government becoming financially responsible for many of their services and cares. In many instances, the use of "excluded time" language has mitigated many of the concerns in these scenarios. Further consideration of "excluded time" designations with services may give local governments confidence to consider expansion of housing and services for individuals with complex needs.
 - b. Minnesota has continued to make progress with the state's Olmstead Plan, which has resulted in improved quality of life for people with disabilities. However, a lack of community housing or placement options for individuals leaving state hospitals or facilities has been a reality that many are working to resolve. Many of these individuals also have disabilities to consider when looking at housing options. There are times when the goals of these two efforts appear to be at odds, or there is a lack of technical understanding as to how to navigate them successfully. For example, the concept of a mid-to-large scale housing development (apartments with leases) for adults with mental illness could be designed where it is financially feasible to incorporate specialized 24/7 staffing available to individual tenants clash with the state's Olmstead plan as it generally is not viewed as an integrated setting. DHS should enhance technical assistance and funding opportunities to developers and local governments about how to expand housing options that provide housing and

services that meet the clinical and behavioral needs of individuals with complex needs.

10. Increase training, technical assistance, and on-site supports to improve workforce abilities.

Working with individuals with complex needs requires specialized training and support, and all too often we rely on a workforce that is under-trained and under-paid. To broaden the ability for people exiting hospitals to live successfully in the community, more training and supports are needed for the workforce that cares for them. Themes are present among many individuals discharging from facilities like AMRTC or CBHH's, and the workforce could greatly benefit from more training, technical assistance and on-site supports from expert teams. The following categories were identified by a DCT/County workgroup as themes: trauma-informed care, legal/forensic services, emotional dysregulation, cultural-specific supports, traumatic/acquired brain injury, vocational services, and more.

- a. The state should expand their Community Supports Services/Synergy team. The expertise of this team is needed with many more individuals than its current capacity can manage. This team begins their work with individuals while hospitalized and assists with the transition to community-based placement by providing on-site support, technical assistance, and training to the support teams in the community to assure a successful transition.

Thank you for the opportunity to continue to share our collective input and vision for improving the priority admissions process to better serve those who find themselves in the priority admissions process and those who work to serve that population. The work of the Priority Admissions Task Force is of the utmost importance to us and our associations and members. We look forward to discussing the responses of the Task Force members and the opportunity to shape policy recommendations that advance these goals.

Signed:



Association of Minnesota Counties: Tarryl Clark, Stearns County Commissioner



Minnesota Association of County Social Service Administrators: Angela Youngerberg, Blue Earth County Human Services Director of Business Operations

A handwritten signature in black ink, appearing to read "K. Magnuson", with a long horizontal flourish extending to the right.

Minnesota County Attorney's Association: Kevin Magnuson, Washington County Attorney

A handwritten signature in black ink, appearing to read "Bryan Welk", with a horizontal flourish at the end.

Minnesota Sheriffs' Association: Bryan Welk, Cass County Sheriff



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 6, 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
12/8/2023	\$ 85,192.57	12/6/2023	Commissioners Warrants
11/17/2023	\$170,409.38		Auditors Warrants
	\$255,601.95	Total	

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

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 3
Title of Item for Consideration: Contract between Lauren Moberg and Chisago County 2023 - 2024	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: Reflective Practice Supervision uses peers and experienced colleagues to help review nursing practices by reflecting on an individual staff actual experience in home visiting and the supervision of home visiting. The home visiting methodology is primary to the delivery of an accredited Maternal Child Health program, which is true of the Chisago County HHS Maternal Child Health program. Reflective Practice is a required component for entities holding a Healthy Families of America accreditation. Engaging in Reflective Practice is associated with improved quality of care, stimulating personal and professional growth and closing the gap between theory and practice. Attachment(s): Contract between Lauren Moberg and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Contract between Lauren Moberg and Chisago County. The suggested motion is as follows: <i>“Move to Approve the Contract between Lauren Moberg and Chisago County.”</i>	
Implications of Action: Utilizing Reflective Practice with our Public Health Maternal Child Health professionals, supervisors and clients will increase the effectiveness of the services provided to Chisago County residents. Budget/Financial Implications: The budget will be fulfilled by Grant Dollars. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
LAUREN MOBERG, 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 Lauren Moberg, 2805 W 60th ST, Minneapolis, MN 55410, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Reflective Practice Consultation to Public Health staff 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 October 1, 2023 and shall remain in effect until September 30, 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 the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**
- II. **CONTRACTORS DUTIES.**
 - A. Facilitate monthly Reflective Practice group for Chisago County Maternal Child Health (MCH) Team. Group sessions will last approximately one and a half (1½) hours each month.
 - B. Provide individual Reflective Supervision monthly to Public Health Supervisor and MCH Team Lead working with the Chisago County MCH Team. Each meeting will last forty-five (45) minutes.
 - C. Consultation for the above will occur at the Chisago County Health and Human Services office at 6133 402nd St., North Branch, MN 55056.
 - D. Provide individual consultation to staff and/or families via phone or in person with Public Health Supervisor approval prior to consultation.
- 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:
 - A. One hundred and Sixty dollars [\$160.00] per hour for preparation, meeting follow-up, individual and group consultation and training.
 - B. Forty dollars [\$40.00] per hour for travel time. Travel is calculated from Contractor's home or office location (whichever is shorter) to the work site and return.

- C. No mileage payment is included in this contract.
- D. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed SIX THOUSAND, FIVE HUNDRED DOLLARS [\$6,500.00] for the term of this contract.
- E. No shows and cancellations with less than 48 hours notice will be reimbursed by the County for the scheduled amount of time up to a maximum of two (2) hours. Cancellations due to severe weather and cancellations made with at least 48 hours notice will not be charged.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Final invoices should be sent by the 10th day of the last month of the contract/calendar year.

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.

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:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5217
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5685

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

Name:	Lauren Moberg
Address:	2805 W 60 th ST., Minneapolis, MN 55410
Telephone:	612-581-3379
E-Mail:	lmoberg@macmh.org

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 violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- 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.
- D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.
- VII. **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.
- VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance 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.
- IX. **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.

X. **INSURANCE.**

- A. *Workers' Compensation.* The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The

CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees 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 County's obligation or responsibility.

- B. *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.
- C. The County 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.
- D. 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.

XI. **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.

XII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. 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 County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. **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.

- XIV. **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.
- XV. **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.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **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 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.

XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

APPROVED:

1. CONTRACTOR: Lauren Moberg

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: Lauren Moberg
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, Health and Human Service Director
Date:

Reviewed as to Form:

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

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 4
Title of Item for Consideration: Emergency Foster Care Contract with Samantha and Nathan Hansen	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict. Attachment(s): - Contract between Chisago County and Samantha and Nathan Hansen - Emergency Foster care description, Attachment A	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the emergency shelter foster care contract with Samantha Hansen and Nathan Hansen for one year (January 1, 2024 through December 31, 2024). The suggested motion is as follows: <i>“Move to approve the contract between Chisago County and Samantha and Nathan Hansen”</i>	
Implications of Action: Board approval at tonight’s meeting will authorize the County to provide emergency shelter foster care for children in crisis. Budget/Financial Implications: The Financial implications are budgeted from levy dollars Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**CONTRACT BETWEEN
CHISAGO COUNTY AND Samantha Hansen and Nathan Hansen**

THIS AGREEMENT is made and entered into by and between the, County of Chisago, by and through Chisago County Health and Human Services, 313 North Main St., Center City, MN 55012 (hereinafter referred to as County) and Samantha and Nathan Hansen 30747 Regal AVE (hereinafter referred to as Provider).

WHEREAS, the Provider warrants that they are appropriately qualified and trained in emergency foster care services; and

WHEREAS, the County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to purchase the services of Provider to provide emergency foster care services as defined in Minnesota Statutes, Rules and County Policy; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the County, and the Provider agree as follows:

1.) **Term of Agreement**

The Provider agrees to furnish services to the benefit of the County commencing effective **January 1st through December 31st, 2024** as scheduled on a monthly rotation, irrespective of the date of signatures/execution below.

2.) **Services**

The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

The Provider will provide emergency foster care services in accordance with Attachment A titled "Emergency Foster Care Program Description."

3.) **Cost of the Agreement**

The provider will be paid twenty dollars (\$20.20) per day or partial day that the emergency foster care program services are provided. The provider will be paid an additional ten dollars (\$10.10) per day for county recognized holidays/ days the government center is closed as identified at <https://mn-chisagocounty.civicplus.com/733/Observed-Holidays>. When a child foster placement occurs, a daily payment will be determined and made in accordance with the child's age and needs in accordance with foster care policy.

4.) **Payment for Services**

The Provider shall submit invoices to the County for services rendered pursuant to this Contract, within 5 days following the end of the month in which services were rendered. The invoicing shall be submitted on Attachment B titled "Voucher / Invoice." Payment for services shall be made directly to the Provider within 45 days of submission of the said invoice.

5.) **Indemnification and Insurance**

The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

The Provider is a licensed foster care provider by Department of Human Services and has insurance coverage with the Minnesota Joint Underwriting Association.

6.) **Compliance with Laws/Standards**

The Provider shall maintain in good standing with the current foster care license and training necessary to provide the services contemplated and set forth herein.

The Provider shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the Provider is responsible.

7.) **Independent Contractor**

The Provider is an independent contractor and neither the position nor the work of the Provider shall cause the Provider to be construed as an employee in any way.

The Provider acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.

The Provider also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the Provider's sole obligation to comply with the applicable provision of all Federal and State laws.

After Hours Chisago County Social Worker
651 235-1355

County Contact
Joshua Huizar, Fiscal Operations Representative
651 213-5632

8.) **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the Provider is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the Provider may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2(a)(4) – (7).

9.) **Merger and Modification**

It is understood and agreed that the entire agreement between the parties is contained herein, except that any agreement between the Provider and the State/County to provide child foster care services shall continue and remain and that this Contract shall complement that agreement, if any. The written agreements all supersede all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

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

10.) **Default and Cancellation**

If the Provider fails to perform any of the provisions of the Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Provider’s default is excused, the County, through the County, may, upon written notice, immediately cancel this Contract in its entirety.

This Contract may be cancelled with or without cause by either party upon fifteen (15) days written notice.

11.) **Nondiscrimination**

During the performance of this Agreement, the Provider agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

Ben Montzka
Chair, County Board of Commissioners

Date: _____

Chase Burnham
County Administrator

Date: _____

Samantha Hansen
Provider

Date: _____

Nathan Hansen
Provider

Date: _____

Robert Benson, Director
Chisago County Health and Human Services

Date: _____

Reviewed as to Form:

Janet Reiter
Chisago County Attorney

Date: _____

Attachment A
Emergency Foster Care Program Description

The Agency Shall:

1. The Provider shall be able to access the assistance of on-call Agency staff after office hours, holidays and weekends.
2. The Agency will provide the Provider with the Information and Referral form about each child within 5 working days, the Out of Home Placement Plan within 30 days, and legal notification as required by rule.
3. The Agency will keep the Provider informed regarding the development of plans for the child in placement and will give the Provider notice when a child is going to be removed from their home. The length of this notice is determined case by case.
4. The location of the child's placement is provided to the child's family, unless unique circumstances exist in accordance with state law. This law precludes the release of such information or authorizes the withholding of such information. State law requires the parents have the right to information about the location of their child, unless the release of placement location would place the child's health or welfare in danger. The county agrees to discuss the release of said information with the provider prior to such action. However, the release or withholding of this information is entirely at the discretion of the County and the provider shall abide by the decision for the county.
5. Arrange visitation with the child's parents. The Foster Provider will be notified of the time, location, and frequency of visits.
6. Provide a cell phone, if requested.
7. Coordinate the on-call schedule.

The Foster Provider Shall:

1. Be available for emergency placement between 4:30 PM to 8 AM weekdays, 4:30 PM Friday to 8 AM Mondays, and Holidays, while on coverage. Providers shall be available by cell phone.
2. Commit to allowing a child placed in your home until the child can return home or is placed in another designated placement.
3. Agree to accept a placement unless in consultation with the Agency it was agreed to be a reasonable cause for declining a placement.
4. Work with the case manager to implement school plans and service plans. For short-term placements, transfer from other school districts will usually not be made. If requested, the provider will enroll the child in the local school, or make bus arrangements for an education program. Within reasonable limits, and in consultation with the licensing worker, the Provider will transport children to a school district out of the foster parents' local area.

5. Agree with the on-call schedule. The Provider will agree to a rotating coverage schedule. The schedule will be coordinated by the Chisago County Social Worker. The frequency and duration of on-call will depend on the number of homes providing Emergency Shelter Care. The schedule will be made with consideration of the needs of each Provider and the need of the County to have a home available.
6. Attend SIDS, Shaken Baby Syndrome and Child Restraint Safety Training if the provider has not completed these trainings in the previous 5 years. Also attend child CPR and First Aid training upon request of licensor.
7. Meet and maintain licensing requirements in cooperation with the agency.
8. Accept placements only from Chisago County personnel.
9. Foster children are not to share same bed unless approved by worker. Boys and girls are to sleep on separate rooms with monitoring devices if on the same level of the home. Infants/preschoolers are the exception to this.
10. Have necessary equipment for child available i.e. crib, playpen, car seat, diapers, lice shampoo and formula. Agency could possibly assist with additional equipment needed in an emergency placement of sibling groups.
11. Chisago County will provide cell phones for emergency foster families that do not have one available. Families will be responsible for replacement/repair of cell phone if lost and/or damaged.
12. Respond to cell phone within 15 minutes and be within 30 minutes arrival time from the home. Arrangements for placement will be made between worker and foster parent or approved substitute care provider.
13. Providers need to accept referrals when on call. If there is an unusual circumstance, issues will be discussed with placing worker and problem-solved as needed.
14. Providers will obligate themselves for a minimum of 2 months per contract year while scheduled for the on-call rotation. The provider's shift will commence at Midnight on the 1st of the calendar month and end at Midnight on the last day of the month. However, it is possible that a child will need to remain in the shelter home past the time the provider is actually on call.
15. Provider shall attend periodic meetings and required specialized training upon request.
16. For providers with a dual-license (foster care and child care), it will be necessary to have a written protection plan, explaining how they are able to provide adequate supervision for children in their child care setting and also care for emergency shelter care placements. This will need to be in written form and will be placed in the foster care file and childcare file.
17. When the scheduled provider has reached capacity, he/she will contact the CFC Licensing Social Worker. The CFC Licensing Social Worker will request an alternate provider to

assume responsibilities of the emergency foster care services and notify the after hours staff of this change.

If the scheduled provider reaches capacity, and the CFC Licensing Social Worker is not available (evenings and weekends); he/she will contact the After Hours staff to have the emergency shelter responsibilities reassigned to an alternate emergency foster care provider.

Payment:

1. The Provider will receive \$20.20 per day (\$30.30 per day on holidays and days that the government center is closed) to provide emergency shelter care. A day is defined as a 24 hour period commencing at Midnight. The provider will submit a Voucher/Invoice form to receive this payment. In the event that the scheduled provider is unable to accommodate emergency placements for any reason, alternate provider will be paid the shelter rate beginning the day he/she takes responsibility for the emergency foster care services.
2. When placement occurs, the provider will receive a daily payment amount for the first 30 days based on the Northstar Care for Children basic daily rate for the age of the child plus Level D for the supplemental difficulty of care daily rate. After 30 days, the child's social worker will complete a Minnesota Assessment of Parenting for Children and Youth (MAPCY) with the Provider's input and the rate will be adjusted according to the outcome of the assessment.

The daily payment per child includes costs incurred by the provider for food, entertainment, incidentals, normal wear and tear, customary transportation and hygiene products. If a child comes into emergency placement on a Friday night or during the weekend/Holiday and he/she does not have any clothing except what they are wearing, you are authorized to be reimbursed for clothing purchases for up to \$25 per child without getting prior authorization. All other clothing expenditures above \$25 need prior approval by the child's case manager if you desire reimbursement from the Agency. The child's parents are billed for all clothing expenses by the Agency.

The Provider will submit a monthly Voucher/Invoice form for each child in care by the 5th of the following month. The agency will make payment to providers within 45 days of receipt of the Voucher/Invoice.

Termination of Agreement:

This Agreement may be canceled at anytime by either party, with or without cause, upon 15 days written notice.

The Agency may immediately terminate the agreement if Chisago County Human Services determines that the provider has violated the terms or conditions of this agreement or has endangered or is likely to endanger the health, safety or welfare of any client. No payments shall be made for the period during which services are suspended, unless otherwise determined by the county.

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 5
Title of Item for Consideration: SHIP 222 Grant Agreement – Chisago County Wellness Committee	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP 222 Grant Agreement – Chisago County Wellness Committee	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP 222 grant agreement – Chisago County Wellness Committee. The following motion is suggested: “Move to approve the SHIP 222 Grant Agreement – Chisago County Wellness Committee.”	
Implications of Action: Approval of this Ship grant agreement will allow Chisago County Wellness Committee to create a space were lactating employees can go pump or they can go for their overall wellbeing. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,100.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and 313 N Main ST., Center City, MN 55012 ("Grantee").

Recitals

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

WHEREAS, The Chisago County Wellness Committee applied to County for a SHIP Grant in order to create a space and place to breastfeed in a friendly workplace, in order to create an area for pumping and well being many items will be needed, such as chairs, a refrigerator, drawers, storage areas, and many more items to encourage staff to use the wellness space for pumping and wellbeing ; and

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

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

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

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

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** December 7, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Karen Gates
Address: 313 N Main ST, Center City, MN 55012
Phone: 651-213-8868
Email: Karen.gates@chisagocountymn.gov

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

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

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

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

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

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

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

- 21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of \$1,000,000 protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.
- 21.2 Insurance coverage by the Grantee in amounts greater than the tort liability limits set for municipal corporations, pursuant to Minn. Stat. 466 shall not constitute a waiver of the liability cap(s) available to the County.

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

20.2. *Intellectual Property.*

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

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Karen Gates
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

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

Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 6
Title of Item for Consideration: COVID-19 Vaccination Implementation Grant Agreement Amendment	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: COVID-19 Vaccine grant agreement	
Background: The Department of Health and Human services, Centers for Disease Control and Prevention has allocated \$799,046.00 of funding to meet obligations that are intended to combat the Corona Virus Disease (COVID-19) Disaster. It is also intended for Immunization and Vaccines for Children of Chisago County.	
Attachment(s): Covid-19 Vaccination Implementation Grant Agreement Amendment Thru March 31, 2026	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the COVID-19 Vaccination Implementation Grant Agreement Amendment Thru March 31, 2026. The suggested motion is as follows: <i>“Move to approve the COVID-19 Vaccination Implementation Grant Agreement Amendment Thru March 31, 2026.”</i>	
Implications of Action: Acceptance of this Grant award will ensure that the funds and equipment are available to deliver the immunization and vaccines for children in Chisago County.	
Budget/Financial Implications: Federal 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 _____

Minnesota Department of Health Grant Project Amendment Cover Sheet

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

ATTACHMENT: Amendment

CONTACT FOR MDH: DeeAnn Finley, 651-201-4551, deeann.finley@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	Grant /Project Agreement Number: 191887	MDH Program Name: Community Health Division
Grantee SWIFT Vendor Number: 0000197284	Effective Date: 04/1/2021	Total State Grant Funds: \$0.00
SWIFT Vendor Location Code: 001	Expiration Date: 03/31/2026	Total Federal Grant Funds: \$799,046.00
		Total Grant Funds (all funds): \$799,046.00

Notice to Grantee about Federal Funds

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

Grantee Unique Entity Identifier (UEI) Name and Number	UEI Name: Chisago, County of UEI Number: GVHPL2BDV794
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is this award for Research and Development?	☐ Yes ☒ No
Project Description	COVID-19 response and vaccine implementation. Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) & Immunization and Vaccines for Children

Name of Federal Awarding Agency	Department of Health and Human Services, Centers for Disease Control and Prevention
Assistance Listing Name and Number (Formerly <i>Catalog of Federal Domestic Assistance</i> , "CFDA")	Assistance Listing Name: Immunization Cooperative Agreements Assistance Listing Number: 93.268
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NH23IP922628
Federal Award Date (Date MDH received federal grant)	01/15/2021
Amount of funding from this federal award MDH is issuing to Grantee:	\$306,267.00
Total Amount of Federal Award Received by MDH	\$50,958,885.00

Name of Federal Awarding Agency	Department of Health and Human Services, Centers for Disease Control and Prevention
Assistance Listing Name and Number (Formerly <i>Catalog of Federal Domestic Assistance</i> , "CFDA")	Assistance Listing Name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Assistance Listing Number: 93.323
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NU50CK000508
Federal Award Date (Date MDH received federal grant)	01/13/2021
Amount of funding from this federal award MDH is issuing to Grantee:	\$492,779.00
Total Amount of Federal Award Received by MDH	\$324,608,098.00

Minnesota Department of Health Community Health Board Grant Project Amendment

Grant Project Agreement Effective Date:	04/01/2021	Original Grant Project Agreement Amount:	\$418,227.00
Original Grant Project Agreement Expiration Date:	12/31/2021	Previous Amendment(s) Amount:	\$380,819.00
Current Grant Project Agreement Expiration Date:	12/31/2023	This Amendment Amount:	\$0.00
New Grant Project Agreement Expiration Date:	03/31/2026	New Grant Project Agreement Total:	\$799,046.00

This Grant Project Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “MDH”) and Chisago County Community Health Board, 313 N. Main St., Rm 239, Center City, MN 55012 (hereinafter “Grantee”).

Recitals

1. MDH has a grant project agreement with Grantee identified as 191887 (“Original Grant Project Agreement”) to implement COVID vaccine and response activities.
2. This grant agreement is being amended to extend the expiration date.
3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Amendment

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

REVISION 1. Clause 2 (2.2). “Term of Agreement” is amended as follows:

2.2 *Expiration date.* ~~December 31, 2023~~ March 31, 2026, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

REVISION 2. Clause 8.4. “Termination by Commissioner of Administration” is added as follows:

The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner’s sole discretion, further performance does not serve MDH’s purposes or is not in the best interests of the State of Minnesota.

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

[signatures on next page]

APPROVED:

1. State Encumbrance Verification

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

Signature: _____

SWIFT Contract & Initial PO: 191887/3-105153/REQ 10000

2. Grantee

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

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

3. Minnesota Department of Health

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

Signature:

(with delegated authority)

Title:

Date:

Distribution:

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



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 6, 2023**

TAB # 7

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 12/7/2023 \$939,934.54

ap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	782,265.17	General Revenue Fund	
	3	138,094.16	Road And Bridge Fund	
	12	1,593.50	Capital Equipment Fund	
	14	3,317.13	Solid Waste Fund	
	15	7,489.75	Park Aquisition & Improvement Fi	
	18	7,174.83	Lake Imprvmnt Distr Maint	
	All Funds	939,934.54	Total	Approved by, ...
				
				

TAB 8

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

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

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

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

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

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

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

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Out of State Travel Request – NACE Conference

3.) R&B Committee Recommendation – Local Support for Apps. For Funding from LRIP

**RESOLUTION NO: 23/1115-1
APPROVING LOCAL AGENCY SUPPORT FOR APPLICATIONS FOR FUNDING FROM LOCAL
ROAD IMPROVEMENT PROGRAM**

WHEREAS, The Local Road Improvement Program (LRIP) is established in Minnesota Statute 174.52; 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, Eligible projects would be anticipated for construction letting in years 2024 - 2026, and

WHEREAS, County applicants may request up to \$1,500,000 for each proposed LRIP project; and

WHEREAS, the Chisago County Board of Commissioners supports this program and its Public Works Director in pursuing and applying for funds from this program for the following projects:

2024 Construction:

- CSAH 16 Reconditioning (CSAH 12 to CR 71)

2025 Construction:

- CSAH 30 Reconstruction (CSAH 17 to TH 95)

2026 Construction:

- TH 8/CSAH 26 Intersection Improvements
- CSAH 10 Reconstruction (CSAH 8 to I-35)
- CSAH 19 Reconstruction (CSAH 34 to CSAH 14)

WHEREAS, the estimated project costs will exceed the amount of LRIP funding, County Funding will be used by the County to pay the additional cost.

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners does hereby support the application and pursuit of funds from the Local Road Improvement Program for construction of the above projects and will pay any additional amount by which the cost exceeds the amount of LRIP funding.

4.) R&B Committee Recommendation –Public Works Equipment Requests – 2024 CIP

5.) Minutes from the November 1, 2023, County Board Meeting

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

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

Bills to be Paid \$1,174,273.92

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
11/17/2023	\$ 30,281.35	11/15/2023	Commissioners Warrants
11/3/2023	\$129,688.37		Auditors Warrants
	\$159,969.72	Total	

Lake Area Bank; Derek Ankla; Sheriff; supplies; \$36.00
 Lake Area Bank; Karen Gates; Human Resources; registration; \$535.48
 Lake Area Bank; Jonathan Gray; Sheriff; registration; \$998.35
 Lake Area Bank; Mark Hendrickson; Probation; conference; \$414.29
 Lake Area Bank; Karen Long; Recorder; registration; \$109.92
 Lake Area Bank; Andrew Mahowald; Sheriff; conference; \$1,018.43
 Lake Area Bank; Daryl Moeller; Assessor; registration; \$335.01
 Lake Area Bank; Kyle Puelston; Sheriff; registration; \$804.34
 Lake Area Bank; Janet Reiter; County Attorney; registration, supplies; \$1,600.90
 Lake Area Bank; Kurt Schneider; Environmental Services; registration; \$945.00
 Lake Area Bank; Scott Sellman; Sheriff; registration, supplies; \$500.00
 Lake Area Bank; Barbara Shimmon; Public Works; supplies; \$199.98
 Lake Area Bank; Brandon Thyen; Sheriff; supplies; \$87.94
 Lake Area Bank; Joseph Triplett; Public Works; registration; \$1,212.00
 Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; \$103.66
 Lake Area Bank; Polly Zais; Sheriff; registration; \$176.00
 Lake Area Bank; Todd McMurray; HHS; registration; \$1,004.75
 Lake Area Bank; Tracy Krona; HHS; supplies; \$542.22
 7.) Application for Exempt Permit – Knights of Columbus #7750

RESOLUTION NO: 23/1115-2
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE
KNIGHTS OF COLUMBUS #7750

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle by the Knights of Columbus #7750, for an event at Wild Mountain Rec. Center located at 37200 Wild Mountain Rd., Amador, MN 55084.

8.) Accept Donation – Chisago County Sheriff Drone Program

RESOLUTION NO: 23/1115-3
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

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

- Chisago County Sheriff's Office - \$500.00 Drone Program

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. 23/1115-4 a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Autumn Woods Cottages located at the NW corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive (PID 06.00235.20) in Nessel Township.

RESOLUTION NO. 23/1115-4
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF AUTUMN WOODS COTTAGES

WHEREAS, property owner Carol Hauglie submitted an application dated received September 27, 2023 and considered complete on October 3, 2023 for the Preliminary Plat of Autumn Woods Cottages; and

WHEREAS, the property owner desires to create six buildable parcels from the 28.20± acre subject site; and

WHEREAS, the subject site is generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Sunrise Township and is zoned Rural Residential II (RRII) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.20

That part of the Southwest Quarter of the Northeast Quarter, Section 11, Township 37, Range 22, Chisago County, Minnesota lying West of the centerline of Chisago County Road No. 1 as laid out and traveled August 14, 2003.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. PC2023-1102; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Autumn Woods Cottages and the Planning Commission's recommendation at its November 15, 2023 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Autumn Woods Cottages, subject to the following conditions:

1. The Preliminary Plat of Autumn Woods Cottages is approved per plat drawing dated signed September 27, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. One access shall be granted from Rush Lake Trail / CSAH 1, requiring that proposed Lots 5 and 6, Block 1 utilize a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/1115-5, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Sunrise Townships Conditional Use Permit to allow Local Government and Administration Buildings – a new town hall facility and maintenance building at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township (PID #09.00041.20).

RESOLUTION NO. 23/1115-5
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT
ALLOWING LOCAL
GOVERNMENT AND ADMINISTRATION BUILDINGS ON PROPERTY
LOCATED AT
1xxxx SUNRISE ROAD / CSAH 9 IN SUNRISE TOWNSHIP

WHEREAS, property owner Sunrise Township submitted an application dated received September 22, 2023 and considered complete on October 3, 2023 for a Conditional Use Permit allowing Local Government and Administration Buildings (new town hall facility and maintenance building) on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township; and

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

WHEREAS, the subject site is 10.50± acres in size and legally described as:

PID 09.00041.20

That part of the South Half of the Northeast Quarter (S½ of NE¼) of Section Five (5), Township thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying northeasterly of the center line of County State Aid Highway No. 9 (also known as Sunrise Road) and northerly of the following described line:

Commencing at the east quarter corner of said Section 5; thence North 0 degrees 01 minutes 47 seconds East, assumed bearing along the east line of said Section 5; a distance of 1073.43 feet to the point of beginning of a line to be described; thence South 88 degrees 24 minutes 49 seconds West, a distance of 271.55 feet; thence South 70 degrees 33 minutes 34 seconds West, a distance of 690 feet, more or less, to the centerline of said County State Aid Highway No. 9 and there terminating.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and the applicants and/or 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. PC2023-1101; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 15, 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 While the Chisago County Comprehensive Plan does not include goals and policies specifically related to the proposed use of Local Government and Administration Buildings, the County finds that the proposed use does not conflict with the Comprehensive Plan. And, being that the Chisago County Zoning Ordinance specifically identifies Local Government and Administration Buildings as an allowable Conditional Use within the Agricultural (AG) District, the County further finds that the proposed use is consistent with the development policies of the County.*
- 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 a private well and septic system, will provide off-street parking for visitors, and will have direct access to well-established and well-maintained roadways, including Sunrise Road / CSAH 9 and Ferry Road (a township road). Further, the proposed use will not require use of or have impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed use will not create any 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 The subject site is located in a fairly sparsely developed portion of Sunrise Township. Therefore, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to such concerns as hours of operation for private events, amplified music and vegetative screening, these potential impacts can be minimized or eliminated so as not to cause undue negative impacts to existing development 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 While the County has not been provided with renderings of the proposed development, there is no evidence to suggest that the proposed town hall or maintenance building will have an appearance which would cause adverse effects upon adjacent properties. However, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to screening, any potential adverse effects related to appearance can be minimized or eliminated.*

- 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 County finds that the Chisago County Zoning Ordinance identifies Local Government and Administration Buildings as an allowable Conditional Use in the AG District, without any established performance standards, and is, therefore, related 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 shown to have two access points / driveways, an existing driveway from Ferry Road and a field entrance from Sunrise Road / CSAH 9 which will be upgraded and improved in order to be used as the main driveway for public use. The County recognizes that there will be periods of increased traffic – specifically during elections and special events – however, the County further recognizes that these noted events will occur infrequently. Further, the County Engineer, as Road Authority for Sunrise Road / CSAH 9, and Sunrise Township, as Road Authority for Ferry Road, have considered the request and have not identified any concerns related to traffic hazard or congestion.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 Being that the general area surrounding the subject site is fairly sparsely developed and the greatest potential impact is likely to be made on the property immediately south, which is the site of the closest existing dwelling, the County finds that the establishment of conditions related to such concerns as hours of operation for private events, amplified music, and vegetative screening will minimize or eliminate any potential adverse impacts related to noise, glare and general unsightliness.*

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:

1. This Conditional Use Permit for Local Government and Administration Buildings allows for a town hall facility and maintenance building per the application materials dated received September 22, 2023 and kept on file with the Department of Environmental Services and in accordance with the conditions contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.

2. There shall be no established hours of operation for government related activities; however, private events shall adhere to the following hours of operation:
Monday through Thursday – 8:00 am to 9:00 pm
Friday and Saturday – 8:00 am to 10:00 pm
Sunday – 8:00 am to 9:00 pm
3. The maximum number of private events (i.e., facility rental by the general public for non-government activities) shall be two (2) per calendar month.
4. 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.
5. There shall be no outdoor amplified music at any time. Further, if there are events featuring indoor amplified music, all exterior doors shall remain closed so as to minimize the impact to surrounding properties.
6. The permit holder shall install vegetative screening adjacent to the southerly property boundary beginning 150' from the easterly edge of Sunrise Road / CSAH 9 and extending easterly a distance of 280' from the point of beginning. The screening shall be located no closer than 15' from the property boundary and shall consist of two (2) staggered rows 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.
7. The permit holder shall accommodate all parking on-site and no parking shall be allowed on Sunrise Road / CSAH 9 or Ferry Road.
8. The Sunrise Road / CSAH 9 access shall be upgraded and improved to a minimum width of 25'. The permit holder shall be responsible for obtaining any necessary permit(s) from the Chisago County Highway Department related to this access.
9. Any exterior lighting shall be designed as LED downcast lighting so as to limit light visible from adjacent roadways and adjacent properties.
10. All refuse containers shall be fully screened or enclosed.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
13. 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, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Dahlberg, seconded by Swenson, the Board moved to authorize Chisago County staff to proceed with the use of County Recorders Dedicated Technology Fund Balance in support of the execution of the Tyler Enterprise Services Permitting and Licensing Software Development Turn Key Approach Quote of \$74,000 and Additional E-Reviewers External Reviewers Quote of \$5,517 as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Swenson, seconded by Dahlberg, the Board moved to authorize Chisago County staff to execute the We Are Water MN Exhibit Host Agreement and accept the \$10,000 Grant award as presented at tonight's meeting and subject to review and approval of the County Attorney's Office as to form. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Dahlberg, seconded by Swenson, the Board moved to accept the November 8th Budget and Finance Report, approve the rate established by Department of Revenue for the delinquent tax rate, approve the proposed 2024 budget and levy, and approve the proposed 2024 CIP and ARPA requests. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Swenson, the Board moved to approve the ARPA Broadband grant application request from Amador Township for \$200,000. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

CITIZENS FORUM

TIME – 7:05 p.m. END TIME – 7:07 p.m.

of SPEAKERS – 1

On motion by Greene, seconded by Swenson, the Board moved to approve the TriMin – Landshark Credit Card Management Credit Card Integration Statement of Work agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

Removed from agenda:

~~On motion by _____, seconded by _____, the Board moved to approve the 2024-2025 County MFIP Biennial Service Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.~~

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the Central Minnesota Mental Health Center detoxification services contract 2024. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the PH-Doc Board Ratification and PH-Doc Executed Contract. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the Purchase of Service Agreement between Resource and Training Solutions and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Swenson, the Board moved to approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Dahlberg, the Board moved to approve 2024 Agreements to Provide Law Enforcement Services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris, and Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the Amendment to Agreement to Provide Law Enforcement Services for the City of Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the Lease Agreement between the City of Rush City and Chisago County for the space at 325 South Eliot Ave. in Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the East Central Drug and Violent Offender Task Force Joint Powers Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the agreements between Chisago County and Lexipol, LLC. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the creation of an ARPA grant for the Chisago County Historical Society for \$28,000 so the Historical Society can replace its HVAC system using ARPA Admin funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the tobacco license application for Ole's Crossroads in Shafer. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Swenson, the Board moved to sponsor Chisago Lake Township LRIP Grant application at tonight's meeting.

RESOLUTION NO: 23/1115-6
LOCAL ROAD IMPROVEMENT PROGRAM
SPONSORSHIP OF CHISAGO LAKE 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, Chisago Lake Township has requested the county sponsorship by resolution for its 250th Street 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, Chisago Lake 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, Chisago Lake 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.

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

On motion by Greene, seconded by Swenson, the Board moved to sponsor Center City LRIP Grant application at tonight's meeting.

RESOLUTION NO: 23/1115-7
LOCAL ROAD IMPROVEMENT PROGRAM
SPONSORSHIP OF CITY OF CENTER CITY 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 Center City has requested the county sponsorship for its Grand Avenue Reconstruction 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 Center City 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 Center City 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 Center City 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.

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

On motion by Dahlberg, seconded by Swenson, the Board moved to sponsor Fish Lake Township LRIP Grant application at tonight's meeting.

RESOLUTION NO: 23/1115-8
LOCAL ROAD IMPROVEMENT PROGRAM
SPONSORSHIP OF FISH LAKE 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, Fish Lake Township has requested the county sponsorship by resolution 2023-12 for its 430th Street Improvement 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, Fish Lake 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, Fish Lake 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 Fish 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.

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

Chair Montzka gave the gavel to Commissioner Greene for the ARPA Broadband Grant application for Midcontinent Communication agenda item.

On motion by Montzka, seconded by Swenson, the Board moved to approve the ARPA Broadband Grant application for Midcontinent Communication at the amount requested, \$149,000. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the purchase of a standby generator for \$27,081.29 using ARPA Admin funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

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 Greene, seconded by Dahlberg, the Board moved to adjourn the meeting at 7:47 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Swenson, Montzka, Dahlberg. **OPPOSED:** None. **ABSENT:** Dunne.

Ben Montzka, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 6, 2023**

TAB # 9

Recognition of Years with the County

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Lori O.	Admin Asst/Civil Process	12/08/1993
Michelle H.	Child Support Officer	12/05/1994
Brenda C	Case Aide HHS	12/18/2000
Kenneth R.	Equipment Operator Hwy	12/08/2003
Michelle B.	Case Aide HHS	12/26/2006
Jeffry W.	Fleet Main Tech Hwy	12/17/2009
Carla W.	Asst Maintenance Supervis	12/05/2011
Nicole K.	Legal Assistant I	12/10/2012
Jessica H.	Corrections Agent Sr	12/30/2013
Heidi N.	Senior Social Worker	12/18/2014
Michelle S.	Soc. Worker Team Lead ADU	12/22/2014
Robert B.	HHS Director	12/07/2015
Jennifer K.	Eligibility Worker	12/07/2015
David C.	Asst. Co Attorney II	12/05/2018
Sheriann L.	Sr. Deputy Assessor	12/16/2019
Rusten J. G.	Equipment Operator Hwy	12/13/2021
Jessica D.	Senior Social Worker	12/05/2022
William L.	Veteran Driver	12/12/2022
Allison E.	Deputy Sheriff	12/19/2022

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 10
Title of Item for Consideration: Advertising 2024 Citizen Committee Vacancies	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The Board of Commissioners establishes committee assignments every year after posting the position on the County website and in the official County newspaper. <u>Board of Adjustment and Appeal</u> District 3 – 1/5/2024 – 1/5/2027 District 5 – 1/5/2024 – 1/5/2027 <u>Extension Committee</u> District 1 – 1/5/2024 – 1/5/2027 District 3 – 1/5/2024 – 1/5/2027 At-Large – 1/5/2024 – 1/5/2027 <u>HRA-EDA</u> District 1 – 1/1/2024 – 12/31/2028 <u>Library Board</u> At Large – 1/5/2024 – 1/5/2027 <u>Park Board</u> District 3 – 1/5/2024 – 1/5/2027 District 4 – 1/5/2024 – 1/5/2027 <u>Planning Commission</u> District 2 – 1/5/2024 – 1/5/2027 District 5 – 1/5/2024 – 1/5/2027 <u>Water Plan Policy Team</u> At-Large – 1/5/2024 – 1/5/2027 Attachment(s): • Advertisements	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve advertising for the Board of Adjustment and Appeal, Extension Committee, HRA-EDA, Library Board, Park Board, Planning Commission and Water Plan Policy Team. The following motion is suggested; <i>“Move to approve advertising for vacancies on the Board of Adjustment and Appeal,</i>	

<i>Extension Committee, HRA-EDA, Library Board, Park Board, Planning Commission, and Water Plan Policy Team.”</i>			
<i>Implications of Action:</i> If the motion is made, the County Board will approve advertising for the vacancies on the 2024 Citizen Committee Vacancies. <i>Budget/Financial Implications:</i> None. <i>Legal/Policy Implications:</i> The proposed activities are in conformity with applicable state statutes and County authority and policies.			
<i>Administrator’s Recommendation</i>			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Board of Adjustment and Appeal Seeks Applicants

The Chisago County Board of Commissioners seeks two (2) applicants for appointment to the vacancy on the Chisago County Board of Adjustment. The positions are district specific appointments. The Board of Adjustment needs applicants from Districts 3 and 5. The Board of Adjustment has the following powers with respect to the Chisago County Zoning Ordinance; to hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of the Zoning Ordinance, and hear requests for variances from the literal provisions of this Ordinance in instances where their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration.

Board members are appointed for a three year term. The appointments expire at the end of 2026. The meetings are held on the 4th Thursday of every month in Room 131 of the Chisago County Government Center at 7 pm. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

The Board requests that Applications for Appointment be received as soon as possible. Applications for Appointment may also be faxed to 651/213-8876.

Chisago County Park Board Seeks Applicants

The Chisago County Board of Commissioners seeks two (2) applicants for appointment to the vacancies on the Chisago County Park Board. The positions are district specific appointments. The Park Board needs applicants from Districts 3 and 4. The purpose of the Park Board is to coordinate the County Parks Program relative to federal, state, county, and local planning efforts in order to produce the highest level of facilities and improve communications to minimize duplication of efforts.

Board members are appointed for a three year term. The meetings are held on the 2nd Thursday of every month at 3:30 p.m. at the Parks Office in North Branch. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

The Board requests that Applications for Appointment be received by January 2, 2024 by the end of the business day. However, the Board reserves the right to extend the application deadline. Applications for Appointment may also be faxed to 651/213-8876.

East Central Regional Library Committee Seeks Applicants

The Chisago County Board of Commissioners seeks one (1) applicant for the appointment to the vacancy on the East Central Regional Library Committee. The position is an at-large appointment. The purpose of the Committee is to establish, strengthen and improve public library services by maintaining a regional public library system to be known as East Central Regional Library and by combining its operations with such existing public libraries in the said counties as may wish to join.

Board members are appointed for a three year term. The meetings are held on the 2nd Monday of every month at 10:00 a.m. at 244 Birch St S, Cambridge, MN 55008. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to www.co.chisago.mn.us. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, www.co.chisago.mn.us.

The Board requests that Applications for Appointment be received by January 2, 2024. However, the Board reserves the right to extend the application deadline. Applications for Appointment may also be faxed to 651/213-8876.

Chisago County Extension Committee Seeks Applicants

The Chisago County Board of Commissioners seeks three (3) applicants for appointment to vacancies on the Chisago County Extension Committee. The positions are district specific appointments. The Extension Committee needs applicants from Districts 1, 3, and an At-Large appointment. The Extension Committee has three major areas of responsibility, as defined by the state statute:

1. **Program development and evaluation.** The committee develops an annual program of work in cooperation with the U of MN Extension Service. Assist in identifying county needs and matching or empowering county or regional staff in meeting those needs through education programming.
2. **Personnel.** The committee members often service on the search and interview committees to recommend suitable, qualified persons for Extension educator positions to the Extension dean and director of Extension. By state statute, Extension educators are U of MN employees. The committee also provides yearly input to the Extension Director or supervisor regarding Extension educator performance in development and delivery of the identified programs.
3. **Budget development.** The committee, working with Extension, prepares an annual budget of funds needed for the maintenance, support, and expenses of the county's Extension work and submits it to the County Board for approval.

Appointments are for a three-year term. The meetings are held on the 4th Tuesday every other month 7:00 p.m. at the Extension Office in North Branch located at: 38814 3rd Avenue, North Branch, MN 55056. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

Chisago County Housing and Redevelopment Authority – Economic Development Authority Seeks Applicants

The Chisago County Board of Commissioners seeks an applicant for appointment to a recent vacancy on the Chisago County Housing and Redevelopment Authority – Economic Development Authority. The position is a district specific appointment. The HRA-EDA needs an applicant from District #1. The purpose of the Housing and Redevelopment Authority – Economic Development Authority is to improve the commercial and industrial tax base within the county with an emphasis on assisting our existing businesses, and marketing the County for new business development opportunities and to promote and maintain a high quality of life in Chisago County by encouraging affordable housing development and private investment through a collaborative effort with local units of government and other interested organizations in Chisago County.

The District 1 appointment ends 12/31/2028. The meetings are held on the last Tuesday of every month, at 12 p.m. at the Housing and Redevelopment Authority-Economic Development Authority (HRA-EDA) Office in North Branch. Special meetings are also called if the need arises.

Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to www.chisagocounty.us. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, www.chisagocounty.us.

Chisago County Planning Commission Seeks Applicants

The Chisago County Board of Commissioners seeks two (2) applicants for appointments to soon to be vacant appointments on the Chisago County Planning Commission. The Planning Commission needs a District 2 appointment and 5 appointment. The Planning Commission's purpose is to promote the proper planning and development of Chisago County. The Planning Commission is established pursuant to Minnesota State Statute 394 and has the following duties and responsibilities:

This Board shall have the following powers with respect to the Chisago County Zoning and Subdivision Ordinance:

1. To adopt rules for the transaction of its business and shall keep public record of its transactions, findings, and recommendation.
2. To cooperate with the Zoning Administrator and other employees of the County in preparing and recommending to the Board for adoption, comprehensive plans and recommendations for plan execution in the form of official controls and other measures, and amendments thereto.
3. To provide assistance to the County Board and Zoning Administrator in the administration of the zoning and subdivision ordinances and shall review, hold public hearings and make recommendation to the County Board.
4. Such other duties as the County Board may request or prescribe.

Appoints are for three-year terms. The meetings are held on the 1st Thursday of every month at 7:00 p.m. in Room 131 of the Chisago County Government Center. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

The Board requests that Applications for Appointment be received by January 2, 2024 by the end of the business day. However, the Board reserves the right to extend the application deadline. Applications for Appointment may also be faxed to 651/213-8876.

Chisago County Water Plan Policy Team Seeks Applicant

The Chisago County Board of Commissioners seeks one (1) applicant for appointment to recent vacancy on the Chisago County Water Plan Policy Team. The positions are at-large appointments, which will end 1/4/2027. The purpose of the Chisago County Water Plan Policy Team is to advise the County's Local Water Resource Manager on implementation of the goals, objectives and action items contained in the County Water Plan. They oversee funding decisions to accomplish projects that protect the water quality of the county. They also actively participate in projects undertaken through the Water Plan, such as the 5 year update, well water testing events and the Chisago County Children's Water Festival.

Members are appointed to 3 year terms by the County Board of Commissioners. The meetings are held 3:30 p.m. at the Household Hazardous Waste Facility in North Branch the 2nd Tuesday in the following months; January, March, May, July, September, and November. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>. The Board requests that Applications for Appointment be received by January 4, 2022 by the end of the business day. However, the Board reserves the right to extend the application deadline. Applications for Appointment may also be faxed to 651/213-8876.

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 11
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Transfer Funds – Tax Forfeited Land Sales to Tax Forfeited Land Fund	
Action Requested by: Bridgitte Konrad	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: All proceeds and costs from the tax forfeited land sales are collected into the Tax Forfeited Land Fund. The portion of the proceeds which are remitted to the local units of government and State fees are distributed from the Tax and Penalty Fund along with all other tax collections. Consequently, these funds need to be moved from the Tax Forfeited Land Fund to the Tax and Penalty Fund. Attachment(s): Transfer Request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize transfer of funds from that tax forfeit land fund to the tax and penalty fund for settlement of the sale. The following motion is suggested: <i>“move to authorize the transfer of funds from that tax forfeit land fund to the tax and penalty fund for settlement of the sale.”</i>	
Implications of Action: If the transfer is approved the Tax Forfeited Land Fund and the Tax and Penalty Fund will have the appropriate balances. Budget/Financial Implications: None. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Request for Permanent Transfer of Funds

FUND FROM	FUND TO	REASON	AMOUNT
Tax Forefeit Land (Fund 72)	Tax and Penalty (Fund 71)	Transfer of Tax Forfeited Land Sale Proceeds for Distribution	\$462,826.72

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 12
Title of Item for Consideration: Conduct Truth-in-Taxation (TNT) Hearing and Consider Approval of <i>Final</i> 2024 Levy & Annual Budget	
Action Requested by: Minnesota State Statute/ County Administrator	Department: County Administration
Previous Action on this Matter: • 2024 Budget Preparation Discussions • 2024 Budget & Finance Subcommittee Meetings • September 20, 2023 Adoption of <i>Preliminary</i> 2023 Levy & Annual Budget	
Background: Board action is respectfully requested to hold the required Truth-in-Taxation (TNT) Public Hearing and approve, if ready, the <i>Final</i> 2024 Levy & Annual Budget. It is recommended that the County Board: 1) Open the Public Hearing at 7:00 PM to first hear the staff prepared Truth-in-Taxation Presentation by County Auditor-Treasurer Konrad and County Administrator Burnham and then receive public comment; 2) If so desired, offer for citizens and property owners to meet with County Assessor and/or Auditor-Treasurer staff following the TNT Hearing (either in the cafeteria or upstairs at the service windows) to further look into specific tax/assessment situations and questions; 3) Close the Public Meeting and, if ready, discuss and take action on the proposed 2024 Levy and Budget as part of tonight's formal Agenda. Board convening of a TNT Hearing is required under Minnesota Statute 275.065, as is action to approve a <i>Final</i> 2024 Levy & Annual Budget by December 28th, 2023. Attached for Board consideration is the summary of the draft <i>Final</i> 2024 Levy & Annual Budget, with a copy of the detailed draft <i>Final</i> 2024 Levy & Annual Budget to be handed out at tonight's meeting. This draft <i>Final</i> 2024 Levy & Annual Budget reflects the formal <i>Preliminary</i> 2024 Levy & Annual Budget adopted by the Board at its September 20th, 2023 Meeting and subsequent adjustments incorporated into the draft by the County Auditor and Administrator. Of note: • Adjustments made are reflected in the Contingency Fund and mirror the <i>Preliminary</i> Budget's <u>3.3%</u> levy increase required to balance the budget, as per Board direction. The <i>Final</i> 2024 Levy and Annual Budget reflects the work over the past seven months of the County Board, the County Auditor - Treasurer, Administrator, Department Directors, and staff; and follows the direction of the Budget & Finance Committee and prior Board review/action. Of note: • Changes in 2024 employee compensation and benefits. • Additionally, the County has proposed budgeting for cost increases in non-personnel	

categories; reflecting increases in fuel, supplies and other consumables.

- Proposed 2024 Debt Service expenditure reflect current obligations from past County debt issuances and the proposed 2024 Capital budget (CIP/CPA) reflects little change from 2020.

The *Preliminary* 2024 Levy and Annual Budget does include minor adjustments to various line items undertaken at the direction of the Board and/or the Budget & Finance Committee, including requests for additional funding for select outside organizations/supporting governments, including:

- Adjusting the *Preliminary* 2024 Levy and Annual Budget to reflect the JPA formula-based increase in levy support for the East Central Regional Library, to reflect the contract-based amount for Medical Examiner (ME), and the estimated amount for ME transports.
- Adjusting the *Preliminary* 2024 budgeted support for the Chisago County Soil and Water conservation District (SWCD), U of MN Extension, and Agricultural and Historical Societies to reflect programmatic and inflationary increases.

Attachment(s):

- *Draft Final* 2024 Levy & Annual Budget Summary
- *Draft* Resolution Adopting the 2024 Levy and Annual Budget
- TNT Presentation (to be distributed separately)

Action Requested/Recommended: It is respectfully recommended that the County Board convene the required Truth-in-Taxation (TNT) Hearing at 7:00 PM on Wednesday, December 6, 2023 and ask County staff to facilitate a short presentation prior to public comment.

Following conclusion of the staff presentation and public comment received via the TNT Hearing, Board review the draft *Final* 2024 Levy & Annual Budget (summary) is recommended, with approval of such at the Board's discretion, as presented or modified at tonight's Meeting, by acting upon the proposed Resolution below:

“Move to Approve by Board Resolution the Chisago County 2024 Final Levy & Annual Budget, as presented [or “as modified”] at tonight’s meeting; to include:”

- ☐ *A 2024 County Levy of \$*
- ☐ *A 2024 County Expenditure of \$*

Implications of Action: Affirmative Board action following the December 6th TNT Public Hearing would allow the County to approve and implement its 2024 Levy & Annual Budget.

Budget/Financial Implications: Based upon the direction of the County Board, the draft *Final* 2024 Levy & Annual Budget implements the *Preliminary* 2024 Levy & Annual Budget, as adopted by the Board on September 20th, 2023. This includes the following key points:

- A significantly increased benefits package for County employees;
- Continued investment in infrastructure and capital improvement projects, especially in the areas of Public Safety, Management Information Systems and core Government Center facility systems; and

Should the County Board wish to consider further reducing the *Final* 2024 Levy & Annual Budget beyond that approved in September, the following areas are identified for potential consideration:

- County Partners – The *Preliminary* 2024 Levy & Annual Budget includes discretionary funding, which could be lowered at the Board’s direction, for the following key Partners:
 - Historical Society (\$40,000)
 - Ag Society (\$16,000, same as 2022 and 2023)
 - U of MN Extension (\$141,200)
 - 7Soil and Water Conservation District (\$200,000)
 - East Central Regional Library (\$778,495)
- Specific Targeted Reductions – The County Board may elect to further reduce specific funding for departments, programs, project, activities or expenditures, subject to any identified legal or contractual obligations, mandates and/or restrictions.
- Other – The County Board may also elect to delay action at tonight’s meeting and schedule this item for the County Board’s December 20th, 2023 meeting to allow for further discussion and/or preparation of information and material for Board consideration regarding adoption of the *Final* 2024 Levy & Annual Budget.

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

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

2024 Chisago County Truth in Taxation Hearing

December 6, 2023 at 7:00 p.m.



Truth and Taxation Hearing

MN Statute 275.065, subdivision 3 (c), states that cities with a population over 500, counties, school districts, the Metropolitan Council, the Metropolitan Airports Commission, and the Metropolitan Mosquito Control District must hold a meeting to allow for public input prior to the final budget and levy determination. The public meeting must be held after November 24, and must not be held before 6:00 p.m.

“Truth in Taxation” is a process which the legislature enacted in 1988 to enhance public participation in Minnesota’s property tax system.

The main purposes are:

- 1) to enhance public participation in Minnesota’s property tax system,**
- 2) to educate the public on how property taxes are determined,**
- 3) to encourage the public to understand the local government’s budget process,**
- 4) to encourage the public to become involved in helping local officials set spending priorities.**



Actions Required

Discuss budget and proposed property tax levy for 2024

The proposed property tax levy for the taxes payable in the year 2023 and the proposed budget for the taxes payable in the year 2023 must be discussed

Public comment

The public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and offer suggestions.

**Questions related to your property taxes are to be directed to the Auditor-Treasurer.
Questions related to your Valuation Statement are to be directed to the County Assessor.**



What affects my property tax bill?

Local government spending and non-tax revenue affect it most:

- Your property taxes may go up if local governments raise spending or receive less non-tax revenues
- Your property taxes may go down if local governments reduce spending or receive more non-tax revenue

Every year, the County determines how much property tax revenue is needed to cover their spending

=

LEVY



The County Board cannot change your property's valuation tonight.

The County Assessor and Staff are here to discuss your individual taxable market value if you have questions.

How does my property value affect my taxes?

The County Assessor determines the **estimated market value (EMV)** and classification of property on January 2nd of each year

The EMV does NOT directly affect your property tax bill, instead **taxable market value** is used to calculate how much of the levy you will pay.

The County Board of Appeal and Equalization meets during the last 10 days in June every year (MN Stat. 274.14).

This is an opportunity for everyone to challenge or question the valuation of their property by the County Assessor.



Chisago County's Residential Value Change

for comparison purposes

Chisago County Median Residential Improved Value by Jurisdiction

Jurisdiction	2021 Assessment	2022 Assessment	2023 Assessment	21 to 22	22 to 23
Amador	\$ 313,900	\$ 389,200	\$ 423,500	24%	9%
Chisago Lake	\$ 346,400	\$ 425,600	\$ 461,600	23%	8%
Fish Lake	\$ 291,600	\$ 356,600	\$ 388,300	22%	9%
Franconia	\$ 371,200	\$ 453,400	\$ 500,200	22%	10%
Lent	\$ 309,900	\$ 387,800	\$ 406,300	25%	5%
Nessel	\$ 291,400	\$ 382,100	\$ 422,300	31%	11%
Rushseba	\$ 260,900	\$ 335,600	\$ 369,400	29%	10%
Shafer Twp	\$ 301,200	\$ 379,000	\$ 417,200	26%	10%
Sunrise	\$ 314,000	\$ 383,000	\$ 442,400	22%	16%
Center City	\$ 270,100	\$ 337,800	\$ 360,800	25%	7%
Chisago City	\$ 299,800	\$ 377,000	\$ 404,600	26%	7%
Harris	\$ 242,900	\$ 307,400	\$ 323,300	27%	5%
Lindstrom	\$ 255,100	\$ 317,100	\$ 337,300	24%	6%
North Branch	\$ 239,600	\$ 293,100	\$ 316,400	22%	8%
Rush City	\$ 172,700	\$ 208,700	\$ 225,800	21%	8%
Shafer City	\$ 211,300	\$ 258,200	\$ 277,400	22%	7%
Stacy	\$ 220,500	\$ 278,200	\$ 300,200	26%	8%
Taylors Falls	\$ 200,500	\$ 245,700	\$ 277,100	23%	13%
Wyoming	\$ 280,700	\$ 349,000	\$ 375,700	24%	8%
County Median	\$ 272,600	\$ 338,100	\$ 364,600	24%	8%



Chisago County Government Funds

	Income Taxes	Sales Taxes ¹	Property Taxes	Wheelage Tax
Federal Gov't	\$			
State Gov't ¹	\$	\$	\$	
Chisago County Gov't		<i>Local Option – Road Projects ²</i>	\$	<i>Local Option – Roads & Transit ³</i>
School District			\$	
City/Township		<i>If authorized by Charter/Legislature ⁴</i>	\$	Local Option ⁵

1. The State Legislature may authorize local sales tax (with or without direct approval of citizens)
2. County Local Option Sales Tax of up to ½ of 1% for Road Construction Project(s) (M.S. 297A.993) – 2016 in Chisago County
3. County Wheelage Tax Option of up to \$20 per qualified vehicle for Roads & Transit; up to \$20 per vehicle in 2018 (M.S. 163.051) – approved \$10 per vehicle in 2014 in Chisago County
4. Typically, specific or special legislation, if/as requested by local governmental unit
5. Existing City Wheelage Tax option (MSS § 426.05)



County Government Budgeting

Where does the County get its Money?

Property Taxes

State Aids & Earnings

Grants (Federal, State, other agencies/orgs)

Charges for Services

Wheelage Tax

Local Option Sales Tax

Who Determines Budget Priorities?

Federal Mandates

State Laws/Mandates

Agreements or Specific Program Reqs.

County Board

Designated Agents



2024 Budget Process

April – July ➡ August ➡ September ➡ October - November ➡ December

Departments
Prepare and
Finalize DRAFT
2024 Budget
Proposals

Departments
Present DRAFT
Budgets to Budget
and Finance
Committee

Board of
Commissioners set
2024 Preliminary
Levy and Budget

Must be adopted by end of
September (MN Stat. 275.065)

Board of Commissioners
prepare CIP and finalize
2024 Levy and Budget

Board of Commissioners
approve the
2024 Levy and Budget

Must be adopted by December
27, 2023 (MN Stat. 275.07)



Proposed 2024 Chisago County Budget and Levy

2024 Budget

\$87,356,166

2024 Levy

\$47,250,638

2023 Increase = \$1,509,778

3.3% increase from 2023

Budget Addresses County Mandates:

1) Public Safety

2) Public Works

3) Health and Human Services

4) General Government



Comparing Chisago County's 2024 Levy

County Ranking

Chisago	3.3%	12
Anoka	14.0%	84
Washington	3.9%	19
Pine	4.0%	28
Isanti	0.0%	1
Mille Lacs	9.0%	72
Kanabec	4.6%	33
Hennepin	6.5%	54
Ramsey	6.8%	58

STATEWIDE 6.0%



Comparing Chisago County's 2024 Levy

Taxing Authority	2023 Actual	2024 Proposed	Percent Change
Chisago County	45,740,860	47,250,638	3.30%
Center City	341,860	355,500	3.99%
Chisago City	3,506,703	3,751,982	6.99%
Harris	670,483	729,168	8.75%
Lindstrom	3,047,006	3,344,495	9.76%
North Branch	5,378,324	6,380,881	18.64%
Rush City	821,077	890,136	8.41%
Shafer	527,666	561,435	6.40%
Stacy	367,862	403,264	9.62%
Taylors Falls	692,635	887,056	28.07%
Wyoming	5,133,772	5,602,798	9.14%
ISD 138 - North Branch	10,051,362	10,144,705	0.93%
ISD 139 - Rush City	3,627,629	3,900,119	7.51%
ISD 314 - Braham	2,284,396	2,447,806	7.15%
CSD 323 - Franconia	79,249	73,064	-7.80%
ISD 831 - Forest Lake Area	31,441,392	34,362,204	9.29%
ISD 911 - Cambridge-Isanti	15,122,284	17,075,573	12.92%
ISD 2144 - Chisago Lakes Area	11,118,918	11,353,474	2.11%

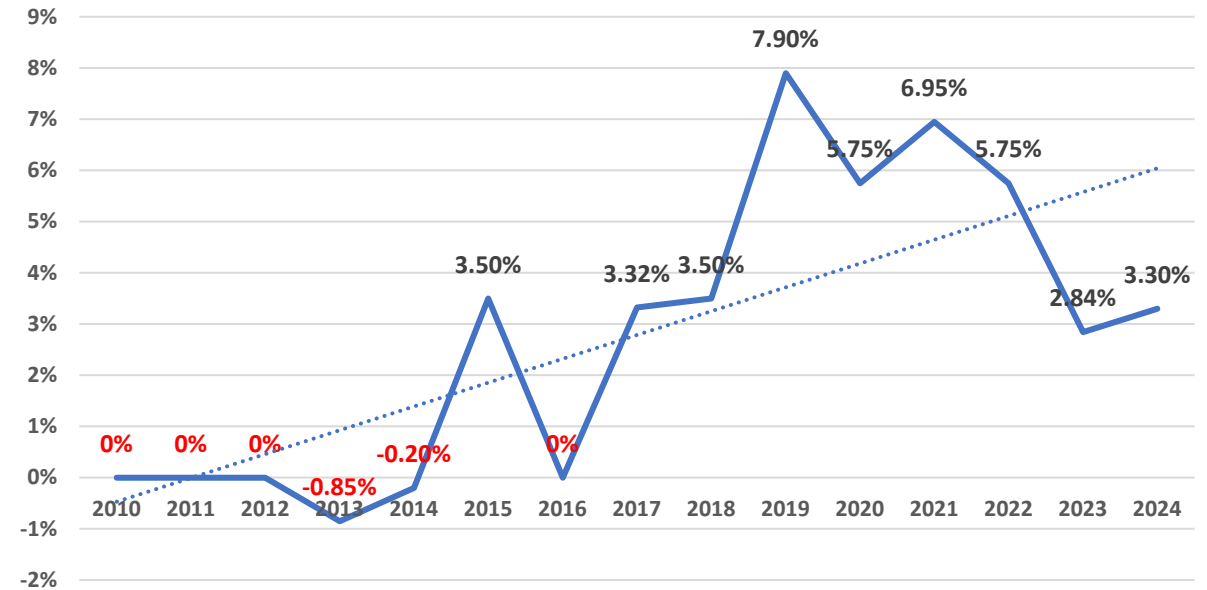
Taxing Authority	2023 Actual	2024 Proposed	Percent Change
Amador Twp	407,000	410,000	0.74%
Chisago Lake Twp	1,289,000	1,689,000	31.03%
Fish Lake	1,022,000	1,083,500	6.02%
Franconia	870,000	870,000	0.00%
Lent	1,215,000	1,340,000	10.29%
Nessel	727,380	846,292	16.35%
Rushsheba	177,500	192,500	8.45%
Shafer Twp	270,973	325,168	20.00%
Sunrise Twp	631,376	657,945	4.21%
Chisago County HRA/EDA	470,000	700,000	48.94%
Comfort/FL Watershed	393,518	413,177	5.00%
ECRDC	127,893	130,732	2.22%
LID	327,520	365,330	11.54%
North Branch EDA	388,126	574,653	48.06%



Chisago County Budget and Levy Recent History

YEAR	Budgeted Expenditure	Non-Levy Revenue	Property Tax Levy	Levy %
2010	\$53,031,979	\$21,364,312	\$31,667,667	0%
2011	\$50,767,693	\$19,100,026	\$31,667,667	0%
2012	\$51,541,827	\$19,788,485	\$31,667,667	0%
2013	\$51,662,419	\$20,137,520	\$31,397,021	-0.85%
2014	\$59,769,586	\$26,497,029	\$31,347,021	-0.20%
2015	\$54,630,113	\$22,307,325	\$32,450,000	3.50%
2016	\$63,997,035	\$30,487,790	\$32,450,000	0%
2017	\$63,479,967	\$29,630,811	\$33,528,602	3.32%
2018	\$68,234,839	\$33,369,769	\$34,702,103	3.50%
2019	\$68,990,233	\$31,401,943	\$37,443,549	7.90%
2020	\$73,623,499	\$33,894,633	\$39,596,533	5.75%
2021	\$72,735,610	\$30,385,949	\$42,349,661	6.95%
2022	\$78,420,261	\$33,944,183	\$44,476,078	5.75%
2023	\$80,604,063	\$34,863,203	\$45,740,860	2.84%
2024	\$87,356,166	\$40,105,528	\$47,250,638	3.30%

Chisago County Levy %



In 2024, the County is using \$600,000 of Fund Balance



2024 Chisago County Budget Factors

Reasons for Increased COSTS

Like everyone, the County suffers from inflation and rising costs (e.g., fuel, supplies, etc.)

The County bears the cost of underfunded/nonfunded federal and state mandated services.

There remains a continued increase in service demand and the number of clients/citizens and expectations (e.g., Sheriff's Office, Health and Human Services).

As a service organization, Chisago County's wages and benefits make up approximately 47.4% of its expenditure budget.

In 2023 Chisago County increased the wage scale and adjusted accordingly. Cost of living increases are a 2% increase for 2024.



2024 Chisago County Budget Factors

COST RELIEVERS

The American Rescue Plan Act (ARPA) revenue is being used for capital expenditures in Chisago County and reduces the need for additional levy dollars to cover these costs.

Increase in the amount of state county program aid (CPA), which is used on one-time purchases/capital only to reduce the need for levy dollars.

Continuing to review staffing requests on an ongoing basis and looking at opportunities for efficiencies.

Focusing on long-term cost-savings opportunities when possible (e.g., Chisago Transportation Improvement Plan and use of ARPA funds).

LOST and Wheelage revenue is budgeted at \$4,300,000 for 2024, which covers construction and maintenance costs of County Highways in addition to building the Road and Bridge Fund Balance.



County Financial Management Report Card

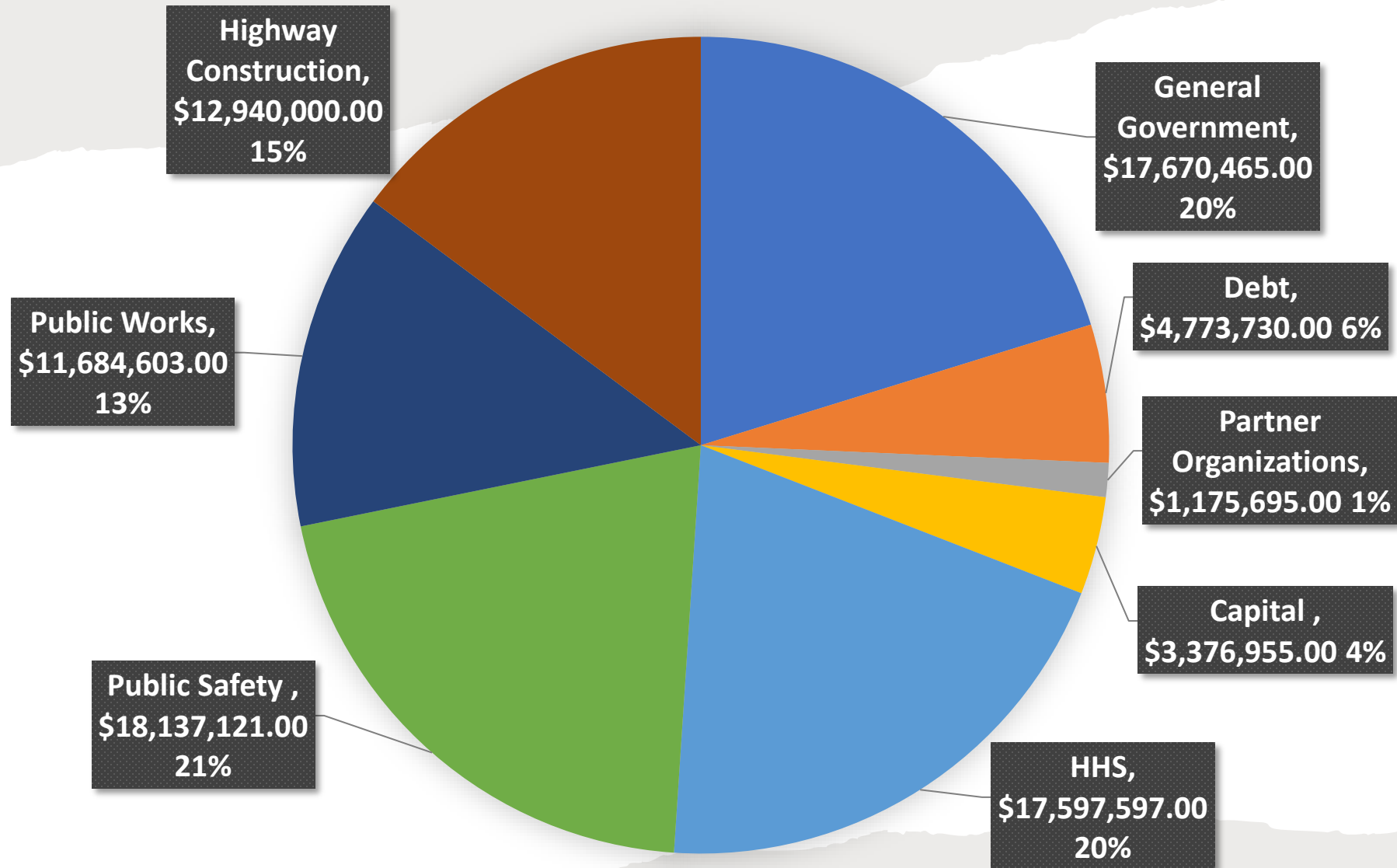
- 1. Strong County Bond Rating (AA+/AA – Standard & Poors Global Rating)**
- 2. Unmodified Opinion by State Auditor's Office, affirms County's accuracy**
- 3. Strong Financial Policies and Robust Fund Balances**



Who Uses Your Local Property Tax Dollar?



Total Proposed Expenditures = \$87,356,166

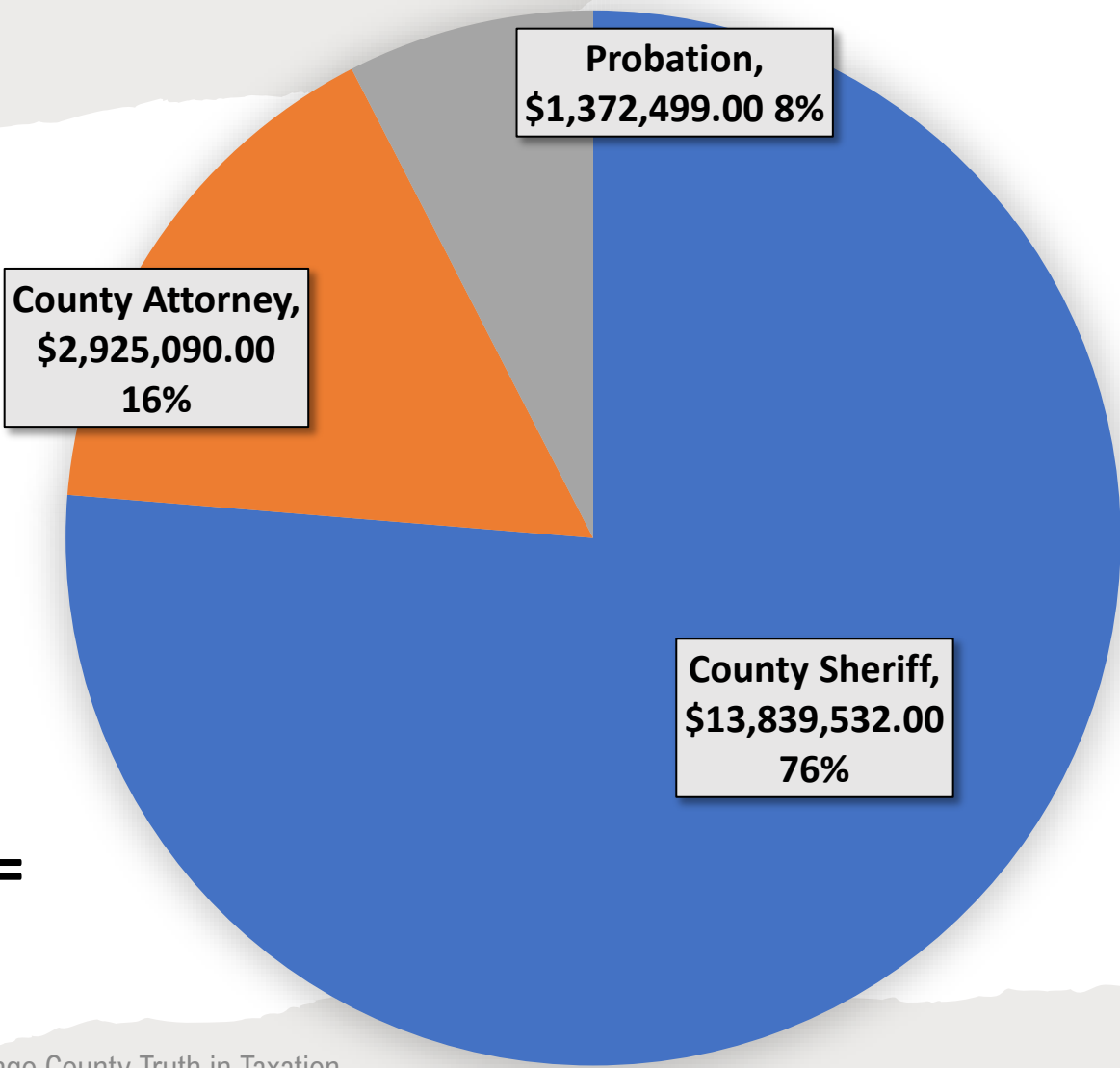


Chisago County Public Safety

Public Safety:

- Sheriff's Office
 - Patrol
 - Jail
 - Dispatch
 - Emergency Management
- County Attorney
- Probation

Public Safety Total =
\$18,137,121.00



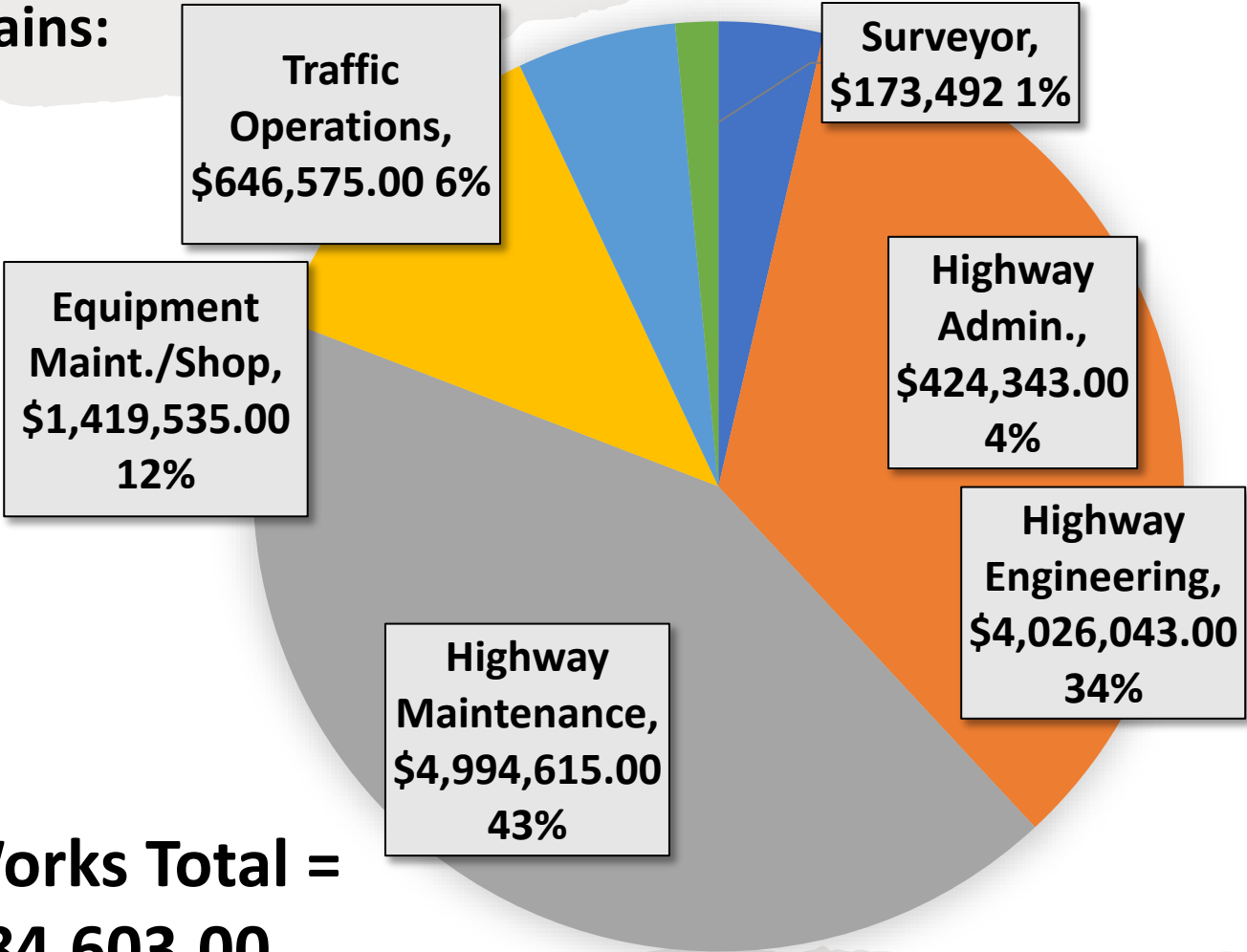
Chisago County Public Works

Chisago County Public Works maintains:

- 328.1 miles
- 13.0 County gravel miles
- 40 bridges maintained
- 10 traffic control signals
- Approximately 9,000 traffic signs

Chisago County Public Works:

- Surveyor
- Highway Administration
- Highway Engineering
- Highway Maintenance
- Equipment Maintenance/Shop
- Traffic Operations



**Public Works Total =
\$11,684,603.00**

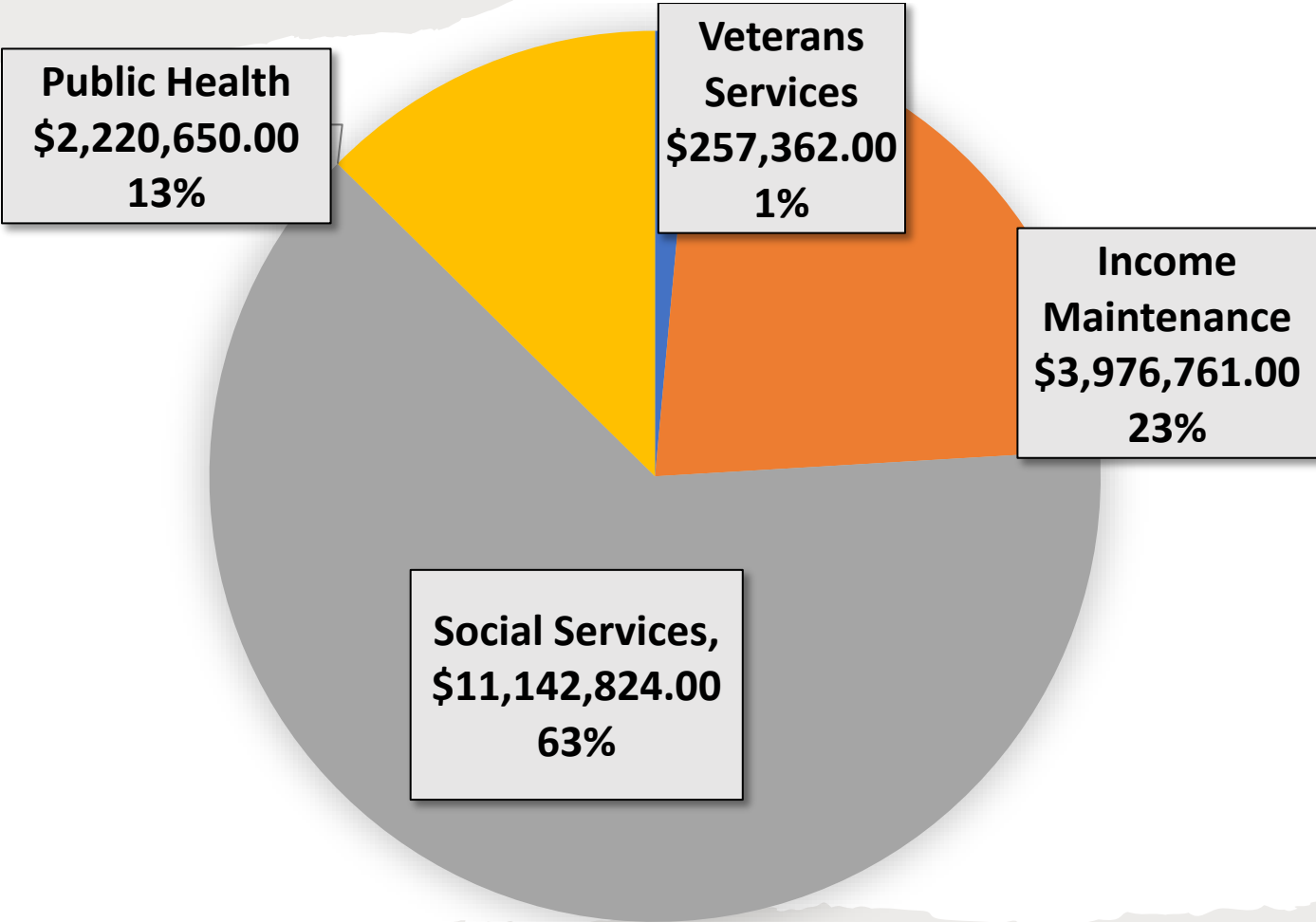


Chisago County Health and Human Services

Health and Human Services:

- Social Services
- Income Maintenance
- Public Health
- Veterans Services

**Total HHS Costs =
\$17,597,597**



Other Chisago County 2024 Expenditures

Other County Mandates

Assessor
Auditor-Treasurer
Audit
Elections
Other Gen. Government
E-911
Economic Development
Board of Commissioners
Law Library
County Admin
Central Services
Contingency
Data Processing (IT)
Building Maintenance
District Court
Environmental Services
Recorder

Debt Service

Debt-Road
Debt HHS Building
Debt Library
Debt Jail
Debt Business Park
Debt 800 Mghz

Lake Improvement District LID

2023 Expenditures
\$327,520

* No New Debt in 2024

2024 Expenditures
\$365,330

11.54% Levy Increase

Partner Organizations

Historical Society
Library
Agricultural Society
County Extension
Soil and Water



Public Comment



What Can I Do About My Tax Bill?

- **Get the Correct Information (*staff available tonight*)**
 - **Verify accuracy of your taxing information**
 - **Understand the multiple variables at play**
- **Contact each Taxing Jurisdiction regarding its respective decisions and impacts on your taxes**
- **Help Petition the State to seek Relief for Unfunded Mandates:**
 - ***Child Protection, Mental Health Services, Courts & Probation***
- **Consider Applying for Property Tax Relief**
- **Please see ‘Why Property Taxes Vary from Year to Year’ Handout**



Board Motion

“move to approve by Board Resolution the Chisago County 2024 Final Levy and Annual Budget, as presented tonight [or as modified]:

2024 County Levy of \$47,250,638

an increase of 3.3% from 2023

2024 County Budget of \$87,356,166

2024 LID Levy of \$365,330 and LID Budget of \$365,330

an increase of 11.54% from 2023





Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/1206-XX ADOPTING THE CHISAGO COUNTY BUDGET AND LEVY FOR 2024

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Truth in Taxation Public Hearing has been held at the Chisago County Government Center on December 6th, 2023 at 7:00 p.m. and closed at 7:00 p.m.; and

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Chisago County Board of Commissioners must certify to the County Auditor the proposed tax levy for taxes; and

WHEREAS, pursuant to Minn. Stat. Sec. 275.07, the Chisago County Board of Commissioners must certify its levy on or before five working days after December 20th in each year; and;

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended Gross Levy for 2024 of \$47,250,638 a 3.3% increase over the 2023 levy, with overall 2024 expenditures of \$87,356,166, a LID Levy of \$365,330, with overall 2024 expenditures of \$365,330;

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended 2024 Capital Improvement Plan of \$3,309,298;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby adopts its 2024 Annual Budget.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None

Approved: December 6, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
Clerk of the Board

2024 FINAL SUMMARY BUDGET & LEVY CALCULATION

By Department

	2023	2024		2023	2024	
	Expenditures	Expenditures	Inc/Dec	Revenues	Revenues	Inc/Dec
Assessor	929,415	1,066,078	136,663	-	-	-
Auditor-Treasurer	783,476	851,278	67,802	49,200	49,200	-
Audit	100,000	110,000	10,000	-	-	-
Elections	131,400	153,886	22,486	10,000	23,000	13,000
Other Gen Govt	1,978,330	1,287,695	(690,635)	1,788,190	2,145,010	356,820
Non-Co Income/Expense	4,700	-	(4,700)	-	-	-
E911	137,000	162,000	25,000	137,000	162,000	25,000
Self Insurance	300,000	-	(300,000)	300,000	-	(300,000)
Economic Development	70,000	47,000	(23,000)	-	-	-
Debt - Road	2,009,910	2,108,019	98,109	-	-	-
Debt HHS Building	261,765	260,781	(984)	-	-	-
Debt Library	469,088	474,075	4,987	-	-	-
Debt Jail	1,048,465	1,057,731	9,266	628,925	628,925	-
Debt Business Park	241,815	244,440	2,625	200,000	200,000	-
Debt 800 Mghz (Armer)	667,199	628,684	(38,515)	-	-	-
Property Tax - All Funds	-	-	-	410,000	410,000	-
AUDITOR-TREASURER TOTAL	8,203,148	7,385,589	(817,559)	3,523,315	3,618,135	94,820
Board of Commissioners	386,152	438,132	51,980	-	-	-
Law Library	40,514	40,514	-	40,000	50,000	10,000
County Administrator	782,611	1,111,389	328,778	7,500	7,500	-
Central Services	111,250	110,750	(500)	3,100	3,100	-
Contingency	109,747	100,000	(9,747)	-	12,500	12,500
Historical Society	35,210	40,000	4,790	-	-	-
Library	748,331	778,495	30,164	-	-	-
Agricultural Society	16,000	16,000	-	-	-	-
County Extension	138,700	141,200	2,500	-	-	-
Soil & Water	804,000	200,000	(604,000)	654,000	-	(654,000)
Building Fund - Gen Gov	-	83,602	83,602	-	83,602	83,602
Capital Equipment	2,444,232	3,293,353	849,121	2,444,232	3,293,353	849,121
COUNTY ADMINISTRATION TOTAL	5,616,747	6,353,435	736,688	3,148,832	3,450,055	301,223
County Attorney	2,218,657	2,925,090	706,433	133,800	122,300	(11,500)
County Attorney Forfeiture	-	-	-	-	-	-
COUNTY ATTORNEY TOTAL	2,218,657	2,925,090	706,433	133,800	122,300	(11,500)
Data Processing	5,831,955	6,336,409	504,454	348,873	320,947	(27,926)
Maintenance	1,615,004	1,669,531	54,527	-	-	-
ENTERPRISE SERVICES TOTAL	7,446,959	8,005,940	558,981	348,873	320,947	(27,926)
District Court	212,500	212,500	-	76,000	76,000	-
Planning & Zoning	1,191,968	1,409,145	217,177	935,043	987,643	52,600
Parks	510,994	602,220	91,226	30,000	30,000	-
Water Quality	182,601	199,193	16,592	32,743	32,743	-
Wetland Grant	110,443	118,352	7,909	27,700	27,700	-
Watercraft Inspection	295,901	315,323	19,422	172,000	172,000	-
Score Grant	318,295	332,967	14,672	291,000	428,341	137,341
Household Hazardous Waste Operations	880,254	630,176	(250,078)	489,000	297,300	(191,700)
Park Acquisition & Improvement	1,396,802	-	(1,396,802)	1,187,282	-	(1,187,282)
ENVIRONMENTAL SVC TOTAL	4,887,258	3,607,376	(1,279,882)	3,164,768	1,975,727	(1,189,041)
Veterans Services	287,101	257,362	(29,739)	15,500	15,500	-
Income Maintenance	3,739,411	3,976,761	237,350	2,227,200	2,266,961	39,761
Social Services	10,563,059	11,142,824	579,765	4,678,297	4,772,734	94,437
Collaboratives	-	-	-	-	-	-
Public Health	2,110,348	2,220,650	110,302	1,294,513	1,267,744	(26,769)
HEALTH & HUMAN SERVICES TOTAL	16,699,919	17,597,597	897,678	8,215,510	8,322,939	107,429
Probation	1,080,997	1,354,499	273,502	359,000	956,530	597,530
Electronic Monitoring	22,000	18,000	(4,000)	22,000	18,000	(4,000)
Caseload Reduction Grant	84,892	-	(84,892)	64,797	-	(64,797)
PROBATION TOTAL	1,187,889	1,372,499	184,610	445,797	974,530	528,733
Recorder	411,475	364,427	(47,048)	285,000	250,000	(35,000)
Recorder Tech/Compliance	1,500	1,500	-	315,000	210,000	(105,000)
RECORDER TOTAL	412,975	365,927	(47,048)	600,000	460,000	(140,000)
Surveyor	164,762	173,492	8,730	15,000	10,500	(4,500)
Highway Administration	399,216	424,343	25,127	20,000	15,000	(5,000)
Highway Engineering	3,643,830	4,026,043	382,213	2,000,000	2,250,000	250,000
Highway Construction	9,500,000	12,940,000	3,440,000	7,085,000	11,440,000	4,355,000
Highway Maintenance	4,418,332	4,994,615	576,283	3,502,000	3,492,000	(10,000)
Equipment Maintenance/Shop	1,384,365	1,419,535	35,170	230,000	230,000	-
Traffic Operations	604,130	646,575	42,445	-	-	-
ROAD & BRIDGE TOTAL	20,114,635	24,624,603	4,509,968	12,852,000	17,437,500	4,585,500

Use \$10K ARPA

Use CIP

Use \$14K ARPA For Code Review

Use \$281K ARPA for Cold Storage

	2023	2024		2023	2024	
	Expenditures	Expenditures	Inc/Dec	Revenues	Revenues	Inc/Dec
Sheriff	7,760,318	8,227,777	467,459	1,968,250	2,130,895	162,645
Sheriff Forfeitures	-	-	-	-	-	-
Sheriff's Reserve	-	-	-	-	-	-
Gun Permits	-	-	-	-	-	-
PS Grants TZD	71,700	95,500	23,800	95,458	95,500	42
PS Grants Boat & Water	25,000	52,000	27,000	25,000	52,000	27,000
PS Grants Snowmobile	6,900	7,000	100	6,900	7,000	100
PS Grants ATV	7,100	7,000	(100)	7,100	7,000	(100)
PS Grants Miscellaneous	-	-	-	-	-	-
Coroner	153,159	153,159	-	-	-	-
County Jail	4,426,210	5,066,683	640,473	111,000	92,000	(19,000)
Jail Canteen	-	-	-	-	-	-
Sentence to Serve	78,986	78,986	-	-	-	-
Emergency Management	144,588	151,427	6,839	53,000	58,000	5,000
TOTAL SHERIFF	12,673,961	13,839,532	1,165,571	2,266,708	2,442,395	175,687
TOTAL	\$ 80,604,063	\$ 87,356,166	\$ 6,752,103	\$ 34,775,603	\$ 39,200,528	\$ 4,424,925

LEVY CALCULATION	2023 Levy	2024 Levy		
			600,000	Fund Balance
				ARPA (Audit \$10K, Code Review
				\$14K & HHW Cold Storage Bldg
			305,000	\$281K)
Use of fund balance & Other Funds	\$ 87,600	\$ 905,000		
Levy	\$ 45,740,860	\$ 47,250,638	\$ 1,509,778	3.30%

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LAKE IMPROVEMENT DISTRICT (LID) LEVY

	2023	2024		2023	2024	
	Expenditures	Expenditures	Inc/Dec	Revenues	Revenues	Inc/Dec
Lake Improvement District	327,520	365,330	37,810	-	-	-
TOTAL	\$ 327,520	\$ 365,330	\$ 37,810	\$ -	\$ -	\$ -

LEVY CALCULATION - LID	2023 Levy	2024 Levy		
Use of fund balance & Other Funds	\$ -	\$ -		
Levy	\$ 327,520	\$ 365,330	\$ 37,810	11.54%

Chisago County Capital Improvement Program

Department Summary

Funding Source	2024	2025	2026	2027	Total
Administration	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
Auditor-Treasurer	\$ 65,500	\$ 63,500	\$ 63,500	\$ -	\$ 192,500
CCSO	\$ 548,617	\$ 445,770	\$ 479,203	\$ 515,143	\$ 1,988,733
Emergency Management	\$ 9,295	\$ -	\$ -	\$ -	\$ 9,295
Enterprise Services	\$ 587,800	\$ -	\$ -	\$ -	\$ 587,800
Environmental Services	\$ 361,500	\$ -	\$ -	\$ -	\$ 361,500
Facilities & Maintenance	\$ 806,086	\$ 307,000	\$ -	\$ 5,100	\$ 1,118,186
Public Works	\$ 905,500	\$ 330,000	\$ 360,000	\$ 750,000	\$ 2,345,500
Total	\$ 3,309,298	\$ 1,146,270	\$ 902,703	\$ 1,270,243	\$ 6,628,514



Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2024	2025	2026	2027	Total
Administration						
ADM-0419	Community Engagement	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
Administration Total		\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
Auditor-Treasurer						
AUD-0137	Election Equipment Replacement Fund	\$ 59,000	\$ 59,000	\$ 59,000	\$ -	\$ 177,000
AUD-0139	Election Results - Storage Media	\$ 4,500	\$ 4,500	\$ 4,500	\$ -	\$ 13,500
AUD-0418	Safe	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
Auditor-Treasurer Total		\$ 65,500	\$ 63,500	\$ 63,500	\$ -	\$ 192,500
CCSO						
CCSO-0141	Sheriff's Office Patrol Vehicle Replacements	\$ 414,670	\$ 445,770	\$ 479,203	\$ 515,143	\$ 1,854,786
CCSO-0367	NOPTIC NV3 Night Vision	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000
CCSO-0368	Drone	\$ 20,075	\$ -	\$ -	\$ -	\$ 20,075
CCSO-0369	Patrol Suppressors	\$ 12,750	\$ -	\$ -	\$ -	\$ 12,750
CCSO-0374	Less Lethal - Pepperball	\$ 5,172	\$ -	\$ -	\$ -	\$ 5,172
CCSO-0379	SWAT Helmets	\$ 8,250	\$ -	\$ -	\$ -	\$ 8,250
CCSO-0416	Ballistic Bunker Replacement(s)	\$ 72,000	\$ -	\$ -	\$ -	\$ 72,000
CCSO-0417	SWAT rifle plate replacement	\$ 7,700	\$ -	\$ -	\$ -	\$ 7,700
CCSO Total		\$ 548,617	\$ 445,770	\$ 479,203	\$ 515,143	\$ 1,988,733
Emergency Management						
EMGT-0386	EOC Replacement Chairs	\$ 9,295	\$ -	\$ -	\$ -	\$ 9,295
Emergency Management Total		\$ 9,295	\$ -	\$ -	\$ -	\$ 9,295
Enterprise Services						
ENTS-0371	Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailability of replacement parts	\$ 100,800	\$ -	\$ -	\$ -	\$ 100,800
ENTS-0372	Replace primary UPS units #1 and #2 in North Branch Data Center due to age and unavailability of replacement parts	\$ 48,200	\$ -	\$ -	\$ -	\$ 48,200
ENTS-0385	2024 Small Equipment Replacement	\$ 255,200	\$ -	\$ -	\$ -	\$ 255,200
ENTS-0390	Cyber Security - Policies	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
ENTS-0391	2024 Small Equipment New Requests	\$ 36,900	\$ -	\$ -	\$ -	\$ 36,900
ENTS-0395	Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room due to age and unavailability of replacement parts	\$ 48,200	\$ -	\$ -	\$ -	\$ 48,200
ENTS-0397	Seim Tool - help us detect, prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
ENTS-0415	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	\$ 18,500	\$ -	\$ -	\$ -	\$ 18,500
Enterprise Services Total		\$ 587,800	\$ -	\$ -	\$ -	\$ 587,800
Environmental Services						
ENVS-0121	Sunrise Prairie Regional Trail Crack Fill & Fog Seal	\$ 175,000	\$ -	\$ -	\$ -	\$ 175,000
ENVS-0123	3/4 Ton Truck Replacement	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000
ENVS-0129	Swedish Immigrant Regional Trail Land Acquisition to Center City	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
ENVS-0376	Checkerboard Park Swing Set Replacement	\$ 16,000	\$ -	\$ -	\$ -	\$ 16,000
ENVS-0381	Sunrise Prairie Regional Trail Benches	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
ENVS-0382	Milleratic 252, Wire Feed Welder	\$ 5,500	\$ -	\$ -	\$ -	\$ 5,500
ENVS-0383	Ki Chi Saga Shelter Picnic Tables	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
ENVS-0384	Combination Trash and Recycling Containers for Parks Shelters	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Environmental Services Total		\$ 361,500	\$ -	\$ -	\$ -	\$ 361,500
Facilities & Maintenance						
MNT-0053	Harris highway lot: mill and overlay	\$ -	\$ 90,000	\$ -	\$ -	\$ 90,000
MNT-0054	PCS (public safety center): crackfill, sealcoat, re stripe of parking lots and access driveways	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
MNT-0057	Center City Public Works lots Mill and Overlay	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
MNT-0060	Sheriff's District Office- Harris, take down existing gates, install sliding gates in impound lot, one manual one electric.	\$ -	\$ 17,000	\$ -	\$ -	\$ 17,000
MNT-0063	Replace carpet in the main public hallways of the 1989 Courthouse.	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000
MNT-0071	Man lift for use at PSC	\$ 18,000	\$ -	\$ -	\$ -	\$ 18,000
MNT-0072	Replace furnace at Almelund PW building.	\$ -	\$ -	\$ -	\$ 5,100	\$ 5,100
MNT-0076	Replace exterior doors at North Branch HHS	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
MNT-0186	Repair / replace retaining wall around large parking lot at the Courthouse	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
MNT-0187	Replace Leibert HVAC system in Courthouse data center, this was funded, however funds were used for the 1973 Courthouse remodel.	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
MNT-0191	Replace old alarm system in the 89 side of the Courthouse & DES	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000
MNT-0193	Replace analog cameras in Courthouse for courthouse security	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
MNT-0222	Changes to 3rd floor •Victim Witness waiting area that would allow for victim-witness confidentiality and comfort while awaiting testimony	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
MNT-0393	Office Security changes for County Administration	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
MNT-0396	Window blinds for 3rd floor at Courthouse	\$ 3,086	\$ -	\$ -	\$ -	\$ 3,086
MNT-0414	Add fencing and Electronic Gate to Harris DO	\$ 65,000	\$ -	\$ -	\$ -	\$ 65,000
Facilities & Maintenance Total		\$ 806,086	\$ 307,000	\$ -	\$ 5,100	\$ 1,118,186

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2024	2025	2026	2027	Total
Public Works						
PWKS-0167	1-ton Work Truck	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
PWKS-0174	Tandem Snow Plow Truck	\$ -	\$ -	\$ -	\$ 375,000	\$ 375,000
PWKS-0175	Tandem Snow Plow Truck	\$ -	\$ -	\$ 360,000	\$ -	\$ 360,000
PWKS-0176	Tandem Snow Plow Truck	\$ -	\$ -	\$ -	\$ 375,000	\$ 375,000
PWKS-0226	Tandem Snow Plow	\$ -	\$ 330,000	\$ -	\$ -	\$ 330,000
PWKS-0400	Traffic Counters	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
PWKS-0401	Thermoplastic Heater	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
PWKS-0402	938M Wheel Loader	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000
PWKS-0403	Snowblower for Loader	\$ 65,000	\$ -	\$ -	\$ -	\$ 65,000
PWKS-0404	Vehicle Lift	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
PWKS-0405	272D Skid Steer	\$ 85,000	\$ -	\$ -	\$ -	\$ 85,000
PWKS-0406	299D Skid Steer	\$ 111,000	\$ -	\$ -	\$ -	\$ 111,000
PWKS-0407	Chainsaws	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000
PWKS-0408	Weedwhips	\$ 6,500	\$ -	\$ -	\$ -	\$ 6,500
PWKS-0409	1-ton Tipper Truck	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
PWKS-0410	Crash Attenuator Trailers	\$ 65,000	\$ -	\$ -	\$ -	\$ 65,000
PWKS-0411	Additional CIP funding for Approved Equipment	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
Public Works Total		\$ 905,500	\$ 330,000	\$ 360,000	\$ 750,000	\$ 2,345,500
Total		\$ 3,309,298	\$ 1,146,270	\$ 902,703	\$ 1,270,243	\$ 6,628,514

Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 13
Title of Item for Consideration: Chisago County Mountain Bike Course ARPA – Pathfinders Trail Builders LLC	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - Parks Division
Previous Action on this Matter: The previously approved ARPA-0240 ENVIS trail construction plan budgeted \$75,000 towards the construction of a 2 ½ to 3-mile Mountain Bike Course at the Ki Chi Saga County Park. At the April 19th, 2023, Board of Commissioners Meeting, the Board awarded the contracts to Pathfinder Trail Building LLC to not exceed \$175,000 and authorize staff to acquire all the required permits.	
Background: Staff solicited competitive quotes for the construction of the ARPA-0240 Chisago County Mountain Bike Course at Ki Chi Saga County Park. Despite our best efforts, quotes received demonstrated initial budget projections for a 2 ½ to 3-mile course to be clearly underestimated. To continue with a viable mountain bike trail course, staff recommends ARPA-0240 budget enhancement and construction of a minimum 2 ½ mile trail installation with varied “B-line” features. Pathfinder Trail Building submitted the attached competitive and acceptable lowest building quote and trail layout options. 1. \$112,638.25 (<i>Singletrack Main Trail construction</i>) 2. \$56,626.60 (<i>B-Line optional estimated trail labor cost</i>) 3. \$15,000 (<i>B-Line estimated construction material</i>) Total projected project cost range from Pathfinder Trail Building is <u>\$184,264.85</u>. The next lowest construction package was obtained from Rock Solid Trail Construction at a combined cost of \$264,746. Attachments: • Construction Agreement with Pathfinder Trail Building, LLC.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve construction of a Chisago County Mountain Bike Course. The suggested motion to approve is: <i>“Move to authorize execution of contracts and approve and award to Pathfinder Trail Building, LLC construction of a Chisago County Mountain Bike Course package not to exceed \$184,264.85.”</i>	
Implications of Action: Approval will allow staff to formalize construction contract agreement with Pathfinder Trail Buildings, LLC. for construction in 2023/24. Budget/Financial Implications: The previously approved APRA-0240 plan budgeted a NOT to exceed of \$175,000 towards this project. Total project cost is proposed to be financed with the redirection of additional previously unallocated ARPA funds or Broadband allocated ARPA funds.	

Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies. The County Attorney's office has approved contracts as to form.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Project Contract for Chisago County, Ki Chi Saga Park Singletrack Mountain Bike Course Construction

This Project Contract is entered into this _____ day of November 2023,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Environmental Services Department, 313 North Main Street, Suite 240, Center City, Minnesota, 55012

and the Contractor:

Pathfinder Trail Building LLC
3516 Lexington Ave. S., Apt.2
Eagan, MN 55123

The Project: Construction of Singletrack Mountain Bike Course at Ki Chi Saga Park, Lindstrom, Minnesota.

Department: Chisago County Environmental Services Department-Parks Division
c/o: Joseph Tart, Parks Director
313 N Main St., STE 240
Center City, MN 55012

Construction Project Manager: Pathfinder Trail Building
3516 Lexington Ave. S., Apt.2, Eagan, MN 55123
Adam Buck, buck@pathfindertrailbuilding.com, 507-226-3799

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The General Conditions of the Contract;
 - (C) Drawings, Schemes and Designs and Specifications;
 - (D) All Addendums, Amendments, or Modifications of this Contract or Contract Documents
 - (E) Bonds and Insurance;
 - (F) The Contractor's January 30, 2023 proposal as approved April 19, 2023.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Contractor" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the Chisago County Singletrack Mountain Bike Course, all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approval progress schedule. Construction operations shall be substantially complete by June 1st, 2024, and fully complete by July 1st, 2024.

ARTICLE IV – CONTRACT SUM

4.1 The County shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, a contract sum not to exceed: **One Hundred Seventy-five Thousand Dollars and Zero Cents (\$175,000.00).**

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its

surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the county or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County's consent will be contingent upon the assignee, the County and the Contractor entering into an assignment which binds the assignee to all terms and condition of this Project Contract

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joseph Tart, Parks Director
313 N Main St., STE 240
Center City, MN 55012
(651)213-8961 (office)
(651)243-8385 (fax)
Joseph.Tart@chisagocountymn.gov

The Contractor:
Adam Buck, Owner
Pathfinder Trail Building
3516 Lexington Ave. S., At. 2
Eagan, MN 55123
(507)226-3799
buck@pathfindertrailbuilding.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2. The Contractor agrees that it shall retain any and all data and records concerning this Project Contract and the performance of this Project Contract for six (6) years after termination of this Project Contract. This provision shall survive termination of the contract, notwithstanding any term to the contrary.

12.3. The Contractor agrees to report all necessary project employment and local impact report to SLFRF (State and Local Fiscal Recovery Funds) Compliance and Reporting Guidance.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies,

sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

ARTICLE XV – MISCELLANEOUS PROVISIONS

15.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

15.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

15.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

15.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the

remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

15.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Ki Chi Saga Park

A Pathfinder Proposal



PATHFINDER

TRAIL BUILDING



The Brief:

- Chisago County Parks invited Pathfinder Trails out for a site walk of Ki Chi Saga Park
- County Parks are interested in approx. 3.5 miles of trail in the park. Also asking for an estimation of pump track potential and alternate skills lines along the trail.
- Pathfinder Trails owner Adam Buck attended the site visit with Joseph Tart, Chisago County Parks Director.



The Goal:

- Chisago County Parks recognize the growing popularity of single track mountain bike trails, and the fact they offer no off road single track in their current park network.
- Pathfinder Trails looked at the space and sees an opportunity for 3 to 3.5 miles of single track trail. Given the topography a beginner level trail makes the most sense or some low level Intermediate trail.
- Pathfinder also sees the opportunity to create one big skill trail or bike playground. This is done by taking advantage of the open space to create challenging ride lines off the main line of travel. These alternate lines can be of varying difficulty and help keep the trail interesting for riders.

•

The What: Trail Playground

- I see the opportunity to build this out as a 3 - 3.5 mile main trail with alternate lines and b lines along the entire corridor of the trail. These alternate lines would be created using dirt, rock, and wood.
- I see this as a way to increase the excitement of the trail and allow riders to progress their skills in a fun integrated way. These could be added as budget allows, or in a phase 2. This has the added benefit of increasing the linear footage of trail within the confines of the park.

The How: Construction Process

- Construction Process
 - Pathfinder Trails would flag a trail on site, and capture a gps track.
 - We'd review flag line with Chisago County Parks for final approval.
 - We'd start with one 4 - person crew, who we'd break out into 2 crews to start tackling 2 segments at a time.
 - The building would happen in the intended flow of the trail, which will be determined at time of flagging.
 - Construction would continue to completion. Approximately 45 days.

The What: B Lines and Flow Features

- Length: 100' to 1,000', these should be built to fit.
- B-lines and Features:
 - Flow
 - Balance
 - Technical

The What: Flow Features

- Flow:
 - Sinuous line of rollers, berms, and jumps that use a riders momentum and energy to create opportunity for speed, air time, and fun. These features also help keep a riders energy pointed down trail and into the next intended trail feature.
 - 2-3 b-lines per loop, the key to these is providing options!
 - Create zones that help break down individual features to teach skills like pumping, jumping, and cornering.



The What: Balance Features.

- Balance
 - Creating 2-3 lines in each loop of the trail network to teach the finer skills of balance, braking, and slow turning, and navigating tighter features. Accomplished through man made wooden ladders. Can also incorporate large boulders into these for some added spice!



The What: Technical Features.

- Technical
 - Technical: Creating 2-3 lines in the trail network that are structured around technical trail. In the Midwest we have a lot of man made technical trail and that style has a very specific feel, this provides us that opportunity to create this and teach riders what they'll experience at other riding areas in the Midwest, Where sometimes the only difficulty for a rider to overcome is being on a different riding surface!



The How: B Lines Construction Process

- Establish a baseline difficulty for sizes of features with Joesph and how they fit in to Novice - Expert ratings.
- Identify locations for features based on trail speeds in and out of areas, access, and material needs.
- Bring crews in to do construction, depending on type of feature this will be a 4 person crew or 2 person crew.
- Begin construction. Typically 2-3 days per feature area or `Approximately 20 days to complete 9 - 12 feature lines.
- Flow check, adjust if needed!
- Open!

Construction Estimate

- **Cost Estimate:**
 - **Singletrack Trails:**
\$112,638.25
 - **B-line:**
 - **\$56,626.60 (labor Costs)**
 - **Feature costs**
\$15,000.00 (for wood/rock import)



Contact info:

Adam Buck, Owner

Ph: 507-226-3799

E-mail: Buck@pathfindertrailbuilding.com



PATHFINDER

— TRAIL BUILDING —

Chisago County Request For Board Action

Meeting Date: April 19, 2023	Item Number: 14
Title of Item for Consideration: Chisago County Mountain Bike Course ARPA-0240 ENVS Project Approval	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - Parks Division
Previous Action on this Matter: The previously approved ARPA-0240 ENVS trail construction plan budgeted \$75,000 towards the construction of a 2 ½ to 3-mile Mountain Bike Course at the Ki Chi Saga County Park.	
Background: Staff solicited competitive quotes for the construction of the ARPA-0240 Chisago County Mountain Bike Course at Ki Chi Saga County Park. Despite our best efforts, quotes received demonstrated initial budget projections for a 2 ½ to 3-mile course to be clearly underestimated. To continue with a viable mountain bike trail course, staff recommends ARPA-0240 budget enhancement and construction of a minimum 2 ½ mile trail installation with varied “B-line” features. Pathfinder Trail Building submitted the attached competitive and acceptable lowest building quote and trail layout options. 1. \$112,638.25 (<i>Singletrack Main Trail construction</i>) 2. \$56,626.60 (<i>B-Line optional estimated trail labor cost</i>) 3. \$15,000 (<i>B-Line estimated construction material</i>) Total projected project cost range from Pathfinder Trail Building is from \$169,264.85 to \$184,264.85. The next lowest construction package was obtained from Rock Solid Trail Construction at a combined cost of \$264,746. Pursuant to County Purchasing Policy County Board approval is required in the direct negotiation or sealed competitive quote purchases between \$25,000 - \$175,000. In accordance with said policy staff recommends proceeding with an adjusted ARPA-0240 ENVS funding allocation and proceeding with Pathfinder Trail Building, LLC at a cost not to exceed \$175,000. Attachments: • Pathfinder Trail Building, LLC. (<i>Quote Proposal</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve construction of a Chisago County Mountain Bike Course. The suggested motion to approve is: <i>“Move to authorize execution of contracts and approve and award to Pathfinder Trail Building, LLC construction of a Chisago County Mountain Bike Course package not to exceed \$175,000 and authorize staff to acquire the necessary permits and direct completion of the ARPA-0240 ENVS Project completion with construction contracts drafted and approved as to form by the County Attorney’s Office.”</i>	
Implications of Action: Approval will allow staff to formalize construction contract agreement with Pathfinder Trail Buildings, LLC. for construction in 2023/24.	

Budget/Financial Implications: The previously approved APRA-0240 plan budgeted \$75,000 towards this project. Total project cost is proposed to be financed with the redirection of additional previously committed ARPA funds of up to \$100,000 for a total ARPA funded project cost not to exceed \$175,000. ARPA funding adjustments are proposed under separate action and recommendation of the Budget and Finance Committee.

Legal/Policy Implications: Quotes were solicited and will be retained in accordance with the Chisago County Purchasing Policy Number 2020-1, Section 9, Subsection 3 and ARPA (SLFRF Compliance and Reporting Guidance). The County Attorney's office will review and approve pending Construction Contract 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: December 6, 2023	Item Number: 14
Title of Item for Consideration: County Recorder Digital Strategy – add LandScan to LandLink (Land Records Management System)	
Action Requested by: Karen Long, County Recorder	Department: County Recorder
Previous Action on this Matter: None.	
Background: The Recorder’s Office currently uses services provided by TriMin to manage land records for Chisago County. TriMin offers additional services to increase efficiency in recording, indexing, and verifying documents to make them available for public viewing. Karen Long, Chisago County Recorder, would like to add these additional services, utilizing monies from the Technology Fund. The Chisago County Recorder’s intent is to develop and execute a digital strategy to fulfill its mission to “protect, preserve and record documents.” In addition, creating efficiencies for county staff to record and prepare all documents deemed public information furthers the office’s efforts to serve the public in a “prompt, courteous, and effective manner.” • Currently all documents are filed either electronically or via paper • After recording documents, county staff indexes the document so that it can be searched via LandShark (public) or LandLink (internal staff). • Another staff verifies the indexing of the first staff in an effort to present the most accurate information. • TriMin offers their customers the ability to use Optical Character Recognition (OCR) technology to scan the documents prior to staff indexing, which allows offices to “skip” keying the information in one of the steps. • In addition to the OCR technology, the software purchase would allow the County the capability to sell images in bulk if that is a service it would like to offer. Attachment(s): • TriMin Chisago County Lakes Promotion • Schedule A • Schedule B • Schedule C	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the purchase of the software needed as well as the agreements for service and maintenance. “Move to approve the purchase and additional maintenance from TriMin to complete the Chisago County Recorder Digital Strategy and authorize the expenditure of the Recorder Technology Fund to pay.”	
Implications of Action: By approving the invoice, the County will preserve, protect, and record	

documents.

Budget/Financial Implications: The project will be paid from the Compliance Fund. \$75,390.50.

Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and 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 _____



CHISAGO COUNTY LAKES PROMOTION

May 13, 2023

Inclusions:

- Auto Indexing using OCR technology (LandScan Application)
 - County specific OCR rules writing for auto indexing
- Ability to auto-transfer images in bulk (Image Mover Application)

	Promotional Pricing	Standard Pricing	Savings with Promo
Software	\$18,281	\$39,000	\$20,719
Services	\$10,000	\$24,400	\$14,400
Support	\$1,828	\$7,800	\$5,972
Total	\$30,109	\$71,200	\$41,091
5 year savings			\$64,979

Confidentiality Statement: This proposal includes pricing and confidential corporate information that may not be duplicated, used, or disclosed—in whole or in part—for any purpose other than evaluating this proposal.



CHISAGO COUNTY LAKES PROMOTION

May 13, 2023

Pricing Options:

Option #1*	Software	Services	Support**	Total Cost
2024	\$ 18,281	\$ 10,000	\$ 26,099	\$ 54,380
2025			\$ 27,404	\$ 27,404
2026			\$ 28,774	\$ 28,774
2027			\$ 30,213	\$ 30,213
2028			\$ 31,723	\$ 31,723
Total Cost				\$172,494
Option #2	(cost spread over 5 years)			Total Cost
2024				\$ 34,499
2025				\$ 34,499
2026				\$ 34,499
2027				\$ 34,499
2028				\$ 34,499
Total Cost				\$172,494

* For Option #1, services are due within one year of signed agreement

**Support includes 2024 Gold annual cost of \$24,271 (8/20/2024 – 8/19/2025) plus new cost of \$1,828

.....Pricing good through 12/27/2024.....

Confidentiality Statement: This proposal includes pricing and confidential corporate information that may not be duplicated, used, or disclosed—in whole or in part—for any purpose other than evaluating this proposal.



Schedule A – Licensed Software Order Form

Licensors	Customer
TriMin Systems, Inc. 2277 Hwy 36 West Suite 250 Roseville, MN 55113 Contact: Christine Billins Senior Account Executive	Chisago County Recorder 313 N Main St Room 277 Center City, MN 55012 Contact: Karen Long County Recorder

Order Form Number	DATE		
001	10/18/2023		

Licensed Software:

- LandScan
- Image Mover

License Fee/Shipping/Taxes:

Total Software:		\$18,281.00
Shipping:		\$0.00
Sales Tax:		\$0.00
Total Software:		\$18,281.00



Schedule A – Licensed Software Order Form

Payment Terms: Payment due upon signing. Customer shall pay all amounts identified under “License Fee/Shipping/Taxes.” All payments to TriMin shall be made in United States dollars to TriMin’s address specified above. Customer shall also pay any tax (and any related interest and penalties) imposed as a result of the existence or operation of this Agreement, including any tax which Customer is required to withhold or deduct from payments to TriMin, except any such tax constituting an income tax imposed upon TriMin by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia).

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date written.

Dated: _____

TriMin Systems, Inc

By _____
Christine Billins, Senior Account Executive

Dated: _____

Chisago County

By _____
Karen Long, County Recorder

Schedule B – Services Schedule Agreement

Licensors	Customer
TriMin Systems, Inc. 2277 Hwy 36 West Suite 250 Roseville, MN 55113 Contact: Christine Billins Senior Account Executive	Chisago County Recorder 313 N Main St Room 277 Center City, MN 55012 Contact: Karen Long County Recorder

Agreement Number	DATE		
001	10/18/2023		

Services:

- LandScan
- Image Mover

Service Fees:

Software Installation and Training:	\$10,000.00
Sales Tax:	\$0.00
Total Installation & Training:	\$10,000.00



Schedule B – Services Schedule Agreement

Payment Terms: Payment in full is due upon completion of Services. This Services Schedule Agreement will terminate the earlier of the date Services are completed or 1 year from the Effective Date of this Services Schedule Agreement.

Other Terms: TriMin will perform Services remotely unless Customer requests that Services be performed at Customer's principal place of business. No additional expenses are expected for the performance of Services remotely. For all Services performed at Customer's principal place of business, no additional fees will be charged for these services. Except for Payment Terms and these Other Terms, this Services Schedule Agreement is governed by the Master Computer Software License Agreement between the parties.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date written.

Dated: _____

TriMin Systems, Inc

By _____
Christine Billins, Senior Account Executive

Dated: _____

Chisago County

By _____
Karen Long, County Recorder



Schedule C – Software Maintenance Agreement

Licensor	Customer
TriMin Systems, Inc. 2277 Hwy 36 West Suite 250 Roseville, MN 55113 Contact: Christine Billins Senior Account Executive	Chisago County Recorder 313 N Main St Room 277 Center City, MN 55012 Contact: Karen Long County Recorder

Agreement Number	DATE		
SMA10182023-01	10/18/2023		

Software Maintenance Plan Additions:

- LandScan
- Image Mover

Software Maintenance Fees:

2024 Support for new products purchased	\$1,828.00
Sales Tax @ 0%	\$0.00
Total 2024 Software Annual Maintenance Fees for new products purchased:	\$1,828.00



Schedule C – Software Maintenance Agreement

Term: This Software Maintenance Agreement shall commence on the Start Date of January 20, 2024, and continue thereafter for an Initial Term through August 19, 2024 (the “**Initial Term**”). Thereafter, this Software License Agreement shall continue for successive one (1) year terms (the “**Renewal Terms**”) unless Customer provides TriMin with written notice of its intention to terminate at least sixty (60) days prior to the end of the first Renewal Term or thereafter, as applicable. Notwithstanding the foregoing, either party may terminate this Software Maintenance Agreement on sixty (60) days written notice to other party who is in breach or default under the contract, and Customer shall be entitled to a pro rata return of the annual fee.

Payment Terms: \$1,066.00 due 1/20/2024. Except for the Term and Payment Terms, this Software Maintenance Agreement is governed by the Master Computer Software License Agreement between the parties.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date written.

Dated: _____

TriMin Systems, Inc

By _____
Christine Billins, Senior Account Executive

Dated: _____

Chisago County

By _____

Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 15
Title of Item for Consideration: Appointment of County Commissioners to Chisago County Election Canvassing Board	
Action Requested by: Bridgitte Konrad, County Auditor – Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Pursuant to M.S. 204C.31 two members of the County Board need to be appointed to serve on the County Canvassing Board for the March 5, 2024 Presidential Nominating Primary, August 13, 2023 Primary Election and the November 5, 2024 General Election. The County Canvassing Board will canvas federal, state, judicial and county offices. State law now establishes that the county canvassing board must meet on the following dates: • Presidential Nominating Primary – March 7 or 8, 2024 • State Primary – August 15 or 16, 2024 • General Election – November 8 through 15, 2024 It is recommend that the Canvassing Board meet March 5 at 10 a.m. for the Presidential Nominating Primary, August 13 at 10 a.m. for the State Primary and November 14 at 10 a.m. for the General Election. The Canvassing Board consists of two County Commissioners who will not be on the ballot in 2024, the Court Administrator, the County Auditor-Treasurer and the mayor of the largest municipality. The Board will need to select two members to serve on the Canvassing Board. Commissioners Montzka and Dahlberg would not be eligible to serve in 2024. Attachment(s): • Minnesota Statutes 204C.31	
Action Requested/Recommended: It is respectfully requested that the County Board appoint two Commissioners to the Chisago County Canvassing Board and set the Canvassing Board schedule. The suggested motion is as follows: <i>“Move to appoint Commissioners _____ and _____ to the Chisago County Canvassing Board for the 2024 Presidential Nominating Primary, State Primary and General Elections pursuant to M.S. 204C.31, and to set March 5, 2024, August 13, 2024 and November 14, 2024 each at 10 a.m. as the County Canvassing Board Meetings for the 2024 Elections.”</i>	
Implications of Action: By appointing two commissioners the County would be compliant with MN Stat. 204C.31 Budget/Financial Implications: The request will have minimal impact on the county budget if any. Legal/Policy Implications: The statutory requirement of M.S. 204C.31 will be met.	

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

204C.31 CANVASSING BOARDS; MEMBERSHIP.

Subdivision 1. **County canvassing board.** The county canvassing board shall consist of the county auditor, the court administrator of the district court, the mayor or chair of the town board of the county's most populous municipality, and two members of the county board selected by the board from its members who are not candidates at the election. Any member of the canvassing board may appoint a designee to appear at the meeting of the board, except that no designee may be a candidate for public office. If one of these individuals fails to appear at the meeting of the canvassing board and in the absence of any selection by the county board from among its own members, the county auditor shall appoint an eligible voter of the county who is not a public official or a candidate for public office to fill the vacancy. Three members constitute a quorum.

Subd. 2. **State Canvassing Board.** The State Canvassing Board shall consist of the secretary of state, two judges of the supreme court, and two judges of the district court selected by the secretary of state. None of the judges shall be a candidate at the election. If a judge fails to appear at the meeting of the canvassing board, the secretary of state shall fill the vacancy in membership by selecting another judge who is not a candidate at the election. Not more than two judges of the supreme court shall serve on the canvassing board at one time.

Subd. 3. **Duties of canvassing boards.** The returns from every election held in this state must be reported to a legally constituted canvassing board. The duties of each canvassing board are limited to those duties specified in sections 204C.32 to 204C.39.

History: 1981 c 29 art 5 s 31; 1986 c 444; 1Sp1986 c 3 art 1 s 82; 1987 c 175 s 10; 1989 c 291 art 1 s 13; 1993 c 223 s 13; 1997 c 147 s 39

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 16
Title of Item for Consideration: Establishing Absentee Ballot Board	
Action Requested by: Bridgitte Konrad, County Auditor – Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None	
Background: Minnesota Statutes 203B.121, Subd. 1 require the County establish, by resolution or ordinance, an absentee ballot board to process absentee ballots. The ballot board will process ballots during the absentee voting period which begins 46 days prior to Election Day. Attachment(s): Draft Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve the attached resolution establishing the Absentee Ballot Board for the 2024 election cycle. The following motion is suggested: <i>“Move to adopt the resolution establishing the Absentee Ballot Board for 2024.”</i>	
Implications of Action: If the Absentee Ballot Board is not established, we will not be able to process absentee ballots as they are received and, if necessary because the ballot is rejected, have ample time to provide the voter with a replacement ballot. Budget/Financial Implications: Pay for the election judges has been budgeted in the 2024 budget. 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 _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 23/1206-X ESTABLISHING AN ABSENTEE BALLOT BOARD

WHEREAS, Chisago County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective January 19, 2024; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Chisago County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Chisago County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None

Approved: December 6, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
Clerk of the Board

Chisago County Request For Board Action

Meeting Date: December 6, 2023		Item Number: 17	
Title of Item for Consideration: Setting the Ditch Levies for 2024			
Action Requested by: Bridgitte Konrad		Department: Auditor-Treasurer	
Previous Action on this Matter: The Ditch Levies were set in 2023 with an increase from 2022.			
Background: In order to issue tax statements for 2024 in a timely manner, the County Auditor-Treasurer requests that the 2024 ditch levies be set at this time. For 2024, the County Auditor-Treasurer has included 10% maintenance levy increase. With the County becoming more proactive in dealing with ditch matters, the amount of money needed for expenses incurred on the ditches is going to increase and these costs can only be paid by those properties benefitting from the ditch system. Therefore, additional funds will be needed in the near future.			
Attachment(s): County Auditor-Treasurer Memo – Recommended Ditch Levy Amounts			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board establish the ditch levy amounts at an increase the levy amounts by 10% at this time, in order to be able to issue tax statements on time for 2024. The following motion is suggested: “Move to set the 2024 Ditch Levies at a 10% increase over 2023 as shown in the December 6, 2023 County Auditor-Treasurer Memo.”			
Implications of Action: If the motion is made, the County Board will have established the ditch levy amounts for the year.			
Budget/Financial Implications: None.			
Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

12.6.2023

Memo

To
Chisago County
Board

Comments:

From
Bridgitte Konrad
Auditor-Treasurer

In order to issue tax statements for 2024 in a timely manner I am requesting the 2024 ditch levies be set at this time. The balances below do not reflect any costs incurred by the Highway Department (if any) and are subject to change.

Re
County Ditch Levies
for 2024

The balances are as of November 29, 2023. My recommendations for levies for 2024 are as follows:

<i>Ditch #</i>	<i>Current Balance</i>	<i>2023 Levy</i>	<i>Recommended Levy for 2024 (10% Increase)</i>
Unallocated	2,534.56		
1	6,257.02	520.00	572.00
2	5,799.63	1,301.00	1,431.00
3	6,913.81	2,602.00	2,862.00
4	7,027.92	1,301.00	1,431.00
5	2,000.00	None	None
6	9,080.84	1,301.00	1,431.00
7	32,186.58	5,203.00	5,723.00
8	4,597.50	1,301.00	1,431.00
9	19,263.91	5,203.00	5,723.00
10	25,258.51	2,602.00	2,862.00
11	712.00	None	None
12	-	None	None
14	7,961.98	2,602.00	2,862.00
Jud. #1	-	None	Abandoned
Jud. #2	-	None	None
<i>Total</i>	<i>\$129,594.26</i>	<i>\$23,936.00</i>	<i>\$26,328.00</i>

Chisago County Auditor-Treasurer's Office

Tel 651-213-8509
Fax 651-213-8510

313 North Main Street, Rm 271
Center City, MN 55012

www.chisagocountymn.gov
bridgitte.konrad@chisagocountymn.gov



Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 18
Title of Item for Consideration: Renewing the Xcel Energy /Slipstream Group, Inc. Reimbursement Agreement for Collections of Fluorescent and High Intensity Discharge Lamps	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – Solid Waste/HHW
Previous Action on this Matter: The Xcel Energy/Slipstream Group, Inc. Agreement contract is a renewal of a current contract.	
Background: The contract with Xcel Energy//Slipstream Group, Inc. for 2024-2026 will allow the Household Hazardous Waste Facility to continue to be reimbursed for the cost of recycling fluorescent bulbs, for Xcel Energy customers in the County. Attachment(s): Agreement for Collections of Lamps with Xcel Energy	
Action Requested / Recommended: It is respectfully requested that the Chisago County Board affirmatively consider renewing the Agreement with Xcel Energy/Slipstream Group, Inc. for the collection of fluorescent bulbs. The suggested motion to approve this action is as follows: <i>“Move to approve the Xcel Energy/Slipstream Group, Inc. 2024 Agreement for the Collections of Fluorescent and High Intensity Discharge Lamps, between Slipstream Group, Inc. and Chisago County subject to review as to form by the County Attorney.”</i>	
Implications of Action: This agreement will reimburse the Household Hazardous Waste Facility for a large portion of the costs for recycling fluorescent bulbs for County residents and minimal generator businesses that are in the Xcel Energy jurisdiction. Budget/Financial Implications: This agreement will reimburse Chisago County for 94% of the costs of recycling fluorescent bulbs from Xcel customers. So far in 2023 this has amounted to a reimbursement of \$4389.23, and last year in 2022 the reimbursement was \$3441.05. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The agreement requires basic review as to form by the County Attorney prior to execution.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Agreement for Collections of Lamps

Issued To

Chisago County

Lamp Recycling

Effective as of January 1, 2024

**AGREEMENT FOR COLLECTIONS
OF FLUORESCENT AND HIGH INTENSITY DISCHARGE LAMPS
BETWEEN
SLIPSTREAM GROUP, INC.
AND CHISAGO COUNTY**

THIS AGREEMENT (“Agreement”) is between Slipstream Group, Inc. (“Slipstream”) and Chisago County (the “Recycler”), a COUNTY of the State of Minnesota.

WHEREAS, Slipstream has contracted with Xcel Energy Services Inc. (“Xcel Energy”) to administer a lamp recycling program; and

WHEREAS, the Minnesota Legislature has enacted Minn. Stat. § 115A.932, which prohibits the disposal of fluorescent and high intensity discharge (HID) lamps in solid waste, and Minn. Stat. § 216B.241, subd. 5(b), requires Xcel Energy, as a public utility that provides electric service to 200,000 or more customers, to establish, either directly or by contracting with another, a system to collect and recycle lamps from its residential customers and its small business customers that generate an average of fewer than ten spent lamps per year; and

WHEREAS, the Recycler has established and currently operates a program for the collection and management of household hazardous waste (HHW program), including the collection of fluorescent and HID lamps from Xcel Energy’s residential household customers located in the Recycler’s area; and

WHEREAS, Recycler’s area consists of Chisago County; and

WHEREAS, Slipstream and the Recycler desire to enter into an Agreement whereby Slipstream will pay costs incurred by the Recycler for the collection and recycling of fluorescent and HID lamps (lamps) from Xcel Energy’s residential customers as part of Xcel Energy’s system to meet its statutory obligations.

NOW, THEREFORE, in consideration of the terms and conditions stated in the Agreement, Slipstream and the Recycler agree as follows:

1. Lamp collection and recycling. On behalf of Slipstream and Xcel Energy and as part of the Recycler’s HHW program, the Recycler shall collect and recycle lamps in the Recycler’s area. Collection and recycling services will be provided at no cost to Xcel Energy residential customers generating an average of fewer than ten spent lamps per year. The Recycler shall offer lamp collection services to such Xcel Energy customers at Recycler’s household hazardous waste collection site(s), and may arrange with local units of government to provide additional sites for collecting lamps. The Recycler shall be responsible for:

- a. Providing to Slipstream on a monthly basis throughout the program year a description and schedule of lamp collection events in the Recycler’s area for the program year and updated schedule information throughout the year;
- b. Operating and maintaining HHW collection sites;
- c. Arranging collection, storage, transportation, and recycling of lamps; and

- d. Completion and prompt submittal to Slipstream on at least a quarterly basis of a CFL Recycling Report, an example of which is attached hereto as Exhibit A.

2. Reimbursement Request for Lamp Collection Activities. At the same time that the Recycler submits its CFL Recycling Report, the Recycler shall also provide on at least a quarterly basis and in a form acceptable to Slipstream (Exhibit B – Lamp Recycling Reporting Invoice) the following documentation regarding the Recycler's lamp collection and recycling activities:

- a. A description of the number and types of lamps collected;
- b. Costs of administration, labor, supplies, storage, transportation, and recycling of lamps from residential households;
- c. Proof that collected lamps were recycled;
- d. The percentage of the Recycler's lamp collection and reimbursement costs that Slipstream will pay is 94%.
- e. The total amount to be reimbursed to the Recycler.

This documentation shall be provided to the Slipstream designated representative on at least a quarterly basis, or as available.

Slipstream shall pay to the Recycler the costs incurred by the Recycler for the collection and recycling of lamps from residents at the percentage defined in 2d.

Slipstream shall pay to the Recycler the costs incurred by the Recycler for the collecting and recycling of the following type of lamps: fluorescent tubes, circular, u-bend, compact fluorescents and high intensity discharge. Ballasts that are not attached to the bulb will not be reimbursed.

- f. The Recycler shall be responsible for its own expenses, including but not limited to operation and maintenance of collection site(s), and promotional expenses above and beyond Slipstream's planned and coordinated promotions.
- g. This Agreement is expressly contingent upon Minnesota Department of Commerce's (DOC) approval of Xcel Energy's request to implement the Program in Xcel Energy's Minnesota service area as a Conservation Improvement Program (CIP). If such approval is not given initially, or is subsequently withdrawn, or recovery of program costs through electrical rates is disallowed by the Minnesota Public Utilities Commission (MPUC), this Agreement shall be null and void upon notification to the Recycler. Slipstream shall make no further payments to the Recycler, except that Slipstream shall make such payments for which services have been rendered through the date of the notification.

Prior year invoices shall be submitted on or before April 1, following each year of this Agreement. Invoices received after this date will not be eligible for reimbursement.

3. Reimbursement Payments by Slipstream. Slipstream shall reimburse the Recycler for costs associated with the collection and recycling of lamps as follows:

- a. Within thirty (30) days following receipt of complete, timely and accurate documentation listed in Section 2 of this Agreement, Slipstream shall reimburse the Recycler the percentage of the costs incurred by the Recycler for the collection and recycling of lamps as calculated by Section 2 of this Agreement. For lamps from residential customers, this shall include reimbursement for costs including administration, labor, supplies, storage, transportation, and recycling of lamps and costs associated with the Recycler coordination with local units of government for establishment of additional lamp collection events in the Recycler's area.
- b. Slipstream shall not reimburse the Recycler for promotional expense above and beyond Slipstream's planned and coordinated promotions.
- c. To be considered for reimbursement, all prior year invoices must be submitted on or before April 1, following each year of this Agreement. Invoices received after this date will not be eligible for reimbursement.

4. Auditing. Within sixty (60) days of receipt of documentation listed in Section 2, Slipstream shall have the right to audit said documentation and request additional information. Further, the Recycler shall maintain adequate supporting records for verification of actual costs paid by the Recycler. The records shall be in a form that is consistent with generally accepted accounting principles, consistently applied. During the term of this Agreement and six (6) years following final payment hereunder, the Recycler shall preserve such records and allow access to them, by Slipstream auditors, during normal business hours. The Slipstream and Xcel Energy records and documents that are relevant to this Agreement or transaction shall be subject to examination by Slipstream, the legislative auditor or the State auditor, during the term of this Agreement and for a period of at least six years following termination or cancellation of this Agreement, pursuant to the requirements of Minn. Stat. Section 16C.05 Subd. 5, as it may be amended.

5. Reserved.

6. Recycler's Obligation Defined by Agreement. Slipstream and the Recycler acknowledge and agree that the Recycler's obligations to collect and recycle lamps are solely defined by this Agreement and any applicable law.

Recycler will conduct all lamp collection activities under the Agreement in an economically, socially and environmentally responsible manner. Recycler further agrees to ensure that its employees, agents and representatives perform the lamp collection activities in accordance with Xcel Energy's Code of Conduct, as in effect from time-to-time, which is available upon request.

7. Term. The term of this Agreement is from January 1, 2024, until December 31, 2026, regardless of the date of signatures. At the option of Slipstream and the Recycler, this Agreement may be renewed on an annual or biannual basis concurrent with Xcel Energy's statutory obligation to establish a system to collect and recycle lamps from residential and small business customers or otherwise. This three-year Scope of Work and Agreement is subject to change or withdrawal dependent on updates to program filings/guidelines and legislation. Slipstream will give Chisago County 30-days notice if changes are to be made.

8. Termination. Notwithstanding the terms of this Agreement, Slipstream may, at its option, terminate the Agreement in whole or in part at any time by written notice thereof to Recycler, whether or not Recycler is in default. Recycler may terminate this Agreement, in whole or in part, upon sixty (60) days prior notification to Slipstream.

9. Notice. All information shall be sent by United States mail, postage prepaid, to the following representatives of Slipstream and Recycler, or may be submitted by email:

To Slipstream

Becky Jones
Slipstream
431 Catalyst Way
Madison, WI 53719

To the Recycler:

Paul Dennison
Chisago County
39649 Grand Ave
North Branch, MN 55056

10. Indemnification. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of the Recycler shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

11. Compliance with Laws. The parties agree to abide by all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect of hereafter adopted pertaining to this Agreement or the facilities, programs and staff for which each party is responsible. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in courts located within the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ACCEPTED:

RECYCLER

Chisago County

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED:

Slipstream

By _____

Name: Sandra Henry

Title: COO

Date: _____

Exhibit “A”

2024 Xcel Energy Minnesota County CFL Recycling Report

Date of submitted report:

County Name:

% of total reimbursed by Xcel Energy:0%(insert % approved to be paid by Xcel Energy per 2015 contract)

County Name:

County Address:

County Contact:

Time Period	Invoice #	under 4ft	over 4ft	CFLS	Circular	U - bent/tube	HID	Other	Broken (lbs)	Total Bulbs	Admin	Labor	Storage/Transportation	Supplies	Disposal	Business Bulb Costs	Total Costs	Xcel Energy Reimbursement Total
										-	\$-	\$-	\$-		\$-	\$-	\$-	\$-
										-							\$-	\$-
										-							\$-	\$-
										-							\$-	\$-
Totals		-	-	-	-	-	-	-	-	-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-

Disposal Company :

Description of recycling offering(s):

Please ensure that all receipts, invoices and certificates of recycling are attached to this report along with an actual INVOICE from your county

Any questions please contact Becky Jones at Slipstream
608-729-6815
beckyj@slipstreaminc.org

Exhibit "B"

**Chisago County Lamp Recycling
Invoice**

Invoice date:

Invoice #:

Recycle Time Date/Period:

To: Slipstream
Attn: Becky Jones
431 Catalyst Way
Madison WI 53719

DISPOSAL COSTS:	Quantity	Price each	Total Cost
4 ft or less Fluorescent Lamps			\$
Over 4 ft Fluorescent Lamps			
CFLs			
Circular			
U-Bent Fluorescent Lamps			
HID			
Other			
Broken			
Total Disposal Costs			\$
OTHER COSTS:			
Administration			
Labor			
Storage			
Supplies			
Total Expenses			\$
Amount due (%)			\$

Remit Payment to: Chisago County
Attn: Paul Dennison
39649 Grand Ave
North Branch, MN 55056

Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 19
Title of Item for Consideration: 2024 Problem Materials and Curbside Hauler Recycling Agreements	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – Solid Waste
Previous Action on this Matter: Chisago County carries out an annual solid waste hauling and recycling contract agreement process in partial fulfillment of State mandated recycling efforts. All except one of the Chisago County Hauler and Recycler Agreement's in 2024 are renewals of past contracts.	
Background: The annual solid waste contract process involves multiple individual agreements for Haulers and Recyclers as follows. Both agreements again include a one-time incentive payment, added to encourage increased recycling if haulers raise their year-to-year recycling rate, as calculated after final numbers are submitted in January.	
Hauler Recycling Agreements: Contract renewals support Hauler curbside recycling and are financed through the use of the Governors Select Committee On Recycling and the Environment (SCORE) funds. The agreements outline County payment of \$100/ton for plastic bottles, \$20.00/ton for cardboard (the 1st 20 tons only), and \$40/ton for newspapers, steel cans, cloth, glass bottles, and office paper. The County has the State mandated responsibility to provide recycling programs and to achieve a recycling rate of 35%. Hauler contracts help assure that recycling programs are readily available throughout the county and are only available to haulers that bring their municipal solid waste to the ECSWC in Mora. Renewals are presented for the following haulers: Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling.	
Recycler Agreements: Agreement renewals assist in reducing the cost of problem material recycling; formalize the collection and proper recycling of major appliances, waste tires, and electronics; and ensure that recycling programs are available to residents throughout the county. The program is financed through State SCORE funds. The reduced costs for recycling by County residents is directly supported by a per item subsidy payment to Recycling Contractors who in turn provide reduced rates and recycling opportunities to Chisago County residents. The universal exhibit to each of the agreements outlines the recommended per item subsidy rates, as determined through annual review of the program. Contractors are chosen through a request for proposal process and based on their pricing and locations. The County paid subsidy prices include two changes from last year's pricing: Automotive and Truck Tires subsidy prices were raised by \$1 and now total \$5 per item, in anticipation of tougher recycling markets and that fact that truck and SUV tires are getting bigger; while Mattress subsidies were raised \$3 and now total \$15 per item, because of the dropping of market prices for the recycled foam. Recycling markets for electronics and appliances/metal remain relatively decent. Continued support of recycling through this subsidy program is recommended at this time to help keep recycling prices and options reasonable and available for county residents. Contract's renewals are presented for AAA; Evergreen Recycling; Recycling For Wildlife; and The Steel Chick Recycling. SRC is resuming participation in the program, and Recyy is a new vendor located in North Branch.	
Attachment(s): • Hauler and Recycler Recycling Contracts (<i>available with the Clerk of the Board</i>)	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider renewing the various Hauler and Recycling Agreements with the following companies: Chisago Lakes Sanitation, Croix Valley Pick-Up, Pete's Rubbish Hauling LLC; AAA Recycling, Evergreen Recycling LLC, Recycling For Wildlife, Recyy Recycling LLC, SRC Inc., and The Steel Chick LLC

There are two (2) suggested motions to approve this action are as follows:

1. ***“Move to approve the 2024 Hauler Recycling Contract Renewals as presented with the following companies: Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling upon review as to form by the County Attorney.”***

AND

2. ***“Move to approve the 2024 Recycler Contracts as presented with the following companies: AAA Recycling; Evergreen Recycling; Recycling For Wildlife; Recyy Recycling, SRC Inc., and The Steel Chick Recycling upon review as to form by the County Attorney.”***

Implications of Action: The Hauler Recycling Agreements will help support curbside recycling for county residents and businesses. The Recycler Agreements will help lower the cost for recycling problematic items such as electronics, appliances, tires and mattresses for County residents and provide a variety of recycling outlets.

Budget/Financial Implications: The Hauler and Recycler Contract funds come from State SCORE funding which must be spent on recycling functions at the local level. Chisago County SCORE funding received in 2023 was \$167,259.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. All agreements require basic review as to form by the Chisago County Attorney prior to final execution.

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: December 6, 2023	Item Number: 20
Title of Item for Consideration: 2022 Emergency Management Performance Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: This grant allows Emergency Management Director Sellman to submit for reimbursement for approximately half of his yearly wage. This is a yearly grant that has been approved numerous times in the past. Attachment(s): Copy of the Grant with Signature Page	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2022 Emergency Management Performance Grant. The suggested motion is as follows: <i>“Move to approve 2022 Emergency Management Performance Grant.”</i>	
Implications of Action: Accepting the grant will give Chisago County up to \$35,976.00 to be used to assist in wages for Director Sellman. Budget/Financial Implications: This grant will provide Chisago County \$35,976.00 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 _____



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2022 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2022-CHISAGCO-014
Grantee: Chisago County 313 North Main Street Center City, MN 55012-7700	Grant Contract Agreement Term: Effective Date: 01/01/2022 Expiration Date: 12/31/2023
Grantee’s Authorized Representative: Chisago County Emergency Management ATTN: Scott Sellman – Emergency Management Director 15230 Per Road Center City, MN 55012-7726 Phone: 651-213-6313 E-mail: scott.sellman@chisagocountymn.gov	Grant Contract Agreement Amount: Original Agreement \$ 35,976.00 Matching Requirement \$ 35,976.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2022-EP-00007 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. §16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2022 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2022 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2022-CHISAGCO-014 / P.O. No. 3000084181

Project No.: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2022 (EMPG) Emergency Management Performance Grant

Budget Summary (Report)

Organization:
Chisago County

EXHIBIT A
A-EMPG-2022-CHISAGCO-014

Budget		
Budget Category	Award	Match
Planning		
EM Dept operating expenses	\$4,690.00	\$4,690.00
Total	\$4,690.00	\$4,690.00
Organization		
EM Dept salary and fringe benefits	\$31,286.00	\$31,286.00
Total	\$31,286.00	\$31,286.00
Total	\$35,976.00	\$35,976.00
Allocation	\$35,976.00	\$35,976.00
Balance	\$0.00	\$0.00

Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 21
Title of Item for Consideration: Radiological Emergency Preparedness Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: Homeland Security and Emergency Management has awarded Chisago County with a grant for Radiological Emergency Preparedness. This grant will allow Emergency Management Director Sellman to attend and hold trainings and exercises. Attachment(s): MN Dept of Public Safety Grant Agreement and Budget Summary	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Radiological Emergency Preparedness Grant. The following motion is recommended: <i>“Move to approve the 2024-2025 Radiological Emergency Preparedness Grant.”</i>	
Implications of Action: Approval will allow Emergency Management Director Sellman to attend and hold trainings. Budget/Financial Implications: This grant is a two-year grant providing Chisago County \$3,000 for 2024 and \$3,000 for 2025. 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 _____



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, MN 55101-2190	Grant Program: 2024-2025 (REP) Radiological Emergency Preparedness Grant Contract Agreement No.: A-REP-2024/25-CHISAGCO-005
Grantee: Chisago County 313 North Main Street Center City, MN 55012-9663	Grant Contract Agreement Term: Effective Date: 7/1/2023 Expiration Date: 6/30/2025
Grantee’s Authorized Representative: Scott Sellman Chisago County 15230 Per Road Center City, MN 55012-0271 651-213-6313 scott.sellman@chisagocountymn.gov	Grant Contract Agreement Amount: Original Agreement \$6,000.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Patrick McLaughlin Homeland Security & Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, MN 55101-2190 Phone: 651-201-7434 E-Mail: Patrick.McLaughlin@state.mn.us	Federal Funding: n/a FAIN: n/a State Funding: Minnesota Statutes Chapter 12 Sections 12.13, 12.14 and 12.22, Subd.2 Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024-2025 Radiological Emergency Preparedness Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223, St Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in 2024-2025 Radiological Emergency Preparedness Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No: A-REP-2024/25-CHISAGCO-005 / 3000092040

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Chisago County

A-REP-2024/25-CHISAGCO-005

Budget Summary (Report)

FY24: REP				
Budget Category	Awarded			
Planning/Training/Drills/Exercise				
24 Ingestion	\$3,000.00			
Total	\$3,000.00			
Total	\$3,000.00			
FY25: REP				
Budget Category	Awarded			
Planning/Training/Drills/Exercise				
25 Ingestion	\$3,000.00			
Total	\$3,000.00			
Total	\$3,000.00			
Total	\$6,000.00			
Allocation	\$6,000.00			
Balance	\$0.00			

Chisago County Request for Board Action

Meeting Date: December 6, 2023	Item Number: 22
Title of Item for Consideration: 2024 Federal Boating Safety Supplemental Equipment Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The Sheriff's Office applied for and received the 2024 Federal Boating Safety Supplemental Equipment Grant to purchase a new gps/graph for the Sheriff's Office Jet Boat. The Grant is to purchase a new Humminbird Helix 12 gps/graph and get reimbursed up to \$2,700.00 Attachment(s): 2024 Federal Equipment Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2024 Federal Boating Safety Equipment Grant and the purchase of the new Humminbird unit. The following motion is suggested: <i>“Move to Approve the Acceptance of the 2024 Federal Boating Safety Supplemental Equipment Grant and purchase of the New Humminbird Helix 12.”</i>	
Implications of Action: Accepting this Grant will allow for the purchase of a New GPS/Graph to be mounted in the new Sheriff's Office Jet Boat which currently is not equipped with this type of electronics. Budget/Financial Implications: Funding will provide for up to \$2,700.00 in reimbursement. 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 _____



2024 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT
ENCUMBRANCE WORKSHEET

Contract #: 238917

PO #: 3-242870

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type REIMB	Vendor Number 0000197284-001
Total Amount \$2,700.00	Project ID R29G70CBLA22	Billing Location R297000221	UEI GVHPL2BDV794	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$2,700.00	Activity A7CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$0.00	Activity A7CG004

Grant Begin Date October 25, 2023	Grant End Date August 1, 2024
--------------------------------------	----------------------------------

Grantee Name and Address:

Chisago County Sheriff's Office
313 N. Main St. #100
Center City, MN 55012

Payment Address:
(where DNR sends the check)

Chisago Co. Treasurer
313 N. Main St. #274
Center City, MN 55012

2024 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012 (DUNS GVVHPL2BDV794) ("Grantee"). The payment address for this grant agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State received a federal award of \$2,700.00 on October 25, 2023 for the Federal Boating Safety Supplemental Equipment Grant. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2024, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** August 1, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). Grantee will be reimbursed, as specified in Exhibit A which is attached and incorporated into this grant contract agreement, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A which is attached and incorporated into this grant contract agreement. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit A which is attached and incorporated into this grant contract agreement. See Exhibit A which is attached and incorporated into this grant contract agreement for life jacket wear policy requirement and allowable expenditures specific to this grant. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Two thousand seven hundred.
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Two thousand seven hundred.
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Brandon Thyen, Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **Audits (State and Single)**

Under Minn. Stat. §16B.98, Subd. 8 and 2 CFR 200.337, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 **Government Data Practices**

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers Compensation

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

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

(a) Funding for grant from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

- 17 Data Disclosure**
Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- 18 Invasive Species Prevention**
The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.
- If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.
- 19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**
19.1 The prospective lower tier participant certifies, by submission of this agreement, 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.
19.2 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 agreement.
- 20 Whistleblower Protection Rights**
41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
- 21 Indirect Cost Rate**
The federal indirect cost rate for the State's federal award is _____. The Grantee's indirect cost rate is _____% for this sub-award agreement.
- 22 Subcontractors, Contracting, and Bidding Requirements**
(a) The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) and [200.322](#) (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
(b) Per [Minnesota Statute 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement.
(c) The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)

Attachments:

- _____ A. Federal Grant Agreement
_____ B. Exhibit A
_____ C. Exhibit B
_____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: _____

Date: 11/03/2023

SWIFT Contract # 238917

Purchase Order # 3-242870

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

**2024 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the grant contract agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - + Hummingbird Helix 12

** means trade-in or cost share by county*
*** means 25% county dive equipment cost share requirement*
2. The program shall begin on October 25, 2023 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by August 1, 2024. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after August 1, 2024, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier October 25, 2023 or date grant is fully executed and not later than August 1, 2024, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent to: kelly.affeldt@state.mn.us
4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.
5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.
6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or

trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.

9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

**2024 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2024 MN DNR FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT

Legal Citation: Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 23
Title of Item for Consideration: 2023-2025 State of Minnesota Snowmobile Safety Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: This agreement is a 2-year State of Minnesota Snowmobile Safety grant. The term of the grant is from July 2023 through June 2025. The grant provides for up to \$7,049.00 in reimbursements per fiscal year for a total of \$14,098.00 over the 2-year term. The grant is to cover wages, education, and equipment related to snowmobile enforcement. Attachment(s): 2023-2025 State of Minnesota Snowmobile Safety Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2023-2025 State of Minnesota Snowmobile Safety Grant. The suggested motion is as follows: <i>“Move to approve the 2023-2025 State of Minnesota Snowmobile Safety Grant.”</i>	
Implications of Action: Approving this grant will provide additional funding for up to \$7,049.00 per year to be used for wages, equipment, and education. Budget/Financial Implications: The grant provides for up to \$7,049.00 per year for a total of \$14,098.00 to be paid back to the County for approved expenditures. 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 _____

STATE OF MINNESOTA

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Chisago County Sheriff's Office, 15230 Per Road, Center City, MN 55012 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803 and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile rules and regulations, as well as holding staff training in the same, and providing local youth training classes in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 *Expiration date:*

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through

Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible

Snowmobile Safety Enforcement Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY**.
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.
- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to **\$ 7,049.00** in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and **\$ 7,049.00** in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 14,098.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted **before June 30, 2025**. Invoices for state fiscal year 2025 must be submitted before **June 30, 2026**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 7,049.00 prior to July 1, 2024.**

Eligible reimbursement costs may not exceed **\$ 7,049.00 prior to July 1, 2025.**

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Deputy Ron Istvanovich, 15230 Per Road, Center City, MN 55012, 651.213.6348, Ronald.istvanovich@chisagocountymn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

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

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.4 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b)** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c)** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities
- (e) Any other applicable non-discrimination law(s).

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05

Signed: **Pamela D. Brisson**
Date: 11/20/2023

Digitally signed by
Pamela D. Brisson
Date: 2023.11.20
14:26:48 -06'00'

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 239564 / 3-243707

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Chisago County Request For Board Action

Meeting Date: December 6, 2023	Item Number: 24
Title of Item for Consideration: 2023-2025 State of Minnesota Off-Highway Vehicle Safety Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: This agreement is a 2-year State of Minnesota Off-Highway Vehicle Safety grant. The term of the grant is from July 2023 through June 2025. The grant provides for up to \$6,569.00 in reimbursements per fiscal year for a total of \$13,138.00 over the 2-year term. The grant is to cover wages, education, and equipment related to OHV and ATV enforcement. Attachment(s): 2023-2025 State of Minnesota Off-Highway Vehicle Safety Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the State of Minnesota OHV Grant. The suggested motion is as follows: <i>“Move to approve the 2023-2025 State of Minnesota Off-Highway Vehicle Safety Grant.”</i>	
Implications of Action: Approving this grant will provide additional funding for up to \$6,569.00 per year to be used for wages, equipment, and education.	
Budget/Financial Implications: The grant provides for up to \$6,569.00 per year for a total of \$13,138.00 to be paid back to the County for approved expenditures.	
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 _____

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Chisago County Sheriff's Office, 15230 Per Road, Center City MN 55012 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 Expiration date:

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is MANDATORY.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Off Highway Vehicle Enforcement work
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for

maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to \$ 6,569.00 in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and \$ 6,569.00 in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 13,138.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted before June 30, 2025.

Invoices for state fiscal year 2025 must be submitted before June 30, 2026.

Only submit ONE invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 6,569.00** prior to July 1, 2024.

Eligible reimbursement costs may not exceed **\$ 6,569.00** prior to July 1, 2025.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Deputy Ron Istvanovich, 15230 Per Road, Center City MN 55012, 651.213.6348, ronald.istvanovich@chisagocountymn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

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

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant

contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.4 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities
- (e) Any other applicable non-discrimination law(s).

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers **may be used in the enforcement** of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05

Pamela D. Digitally signed by
Pamela D. Brisson
Date: 2023.11.13
08:37:41 -06'00'

Signed: **Brisson**

Date: 11/13/2023

SWIFT Contract/PO No(s). 238571 / 3-242504

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

By: _____

Title: _____

Date: _____

CORRESPONDENCE



You're Invited!

ANNUAL LEGISLATIVE FORUM AND DINNER

<i>Thursday February 1 2024</i>	Riverport Conference and Event Center 900 Bruski Drive, Winona, MN 55987	Registration \$75 Please Register by January 15
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AGENDA

Mental Health Policy Presentations ♦ 2:00 – 3:30 p.m.
Elections Discussion with Secretary of State Steve Simon ♦ 3:30 – 4:30 p.m.
Legislative Forum ♦ 4:30 – 5:30 p.m.
Social Hour ♦ 5:30 – 6:30 p.m.
Dinner and Guest Speaker Blois Olson ♦ 6:30 – 8:00 p.m.

 **HOSTED BY WINONA COUNTY** 