



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

REGULAR MEETING – Wednesday, April 17, 2024 County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

1.) County Engineer's Report TAB 1

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

2.) Letter of Support U.S. Highway 8 – Congressman Rep. Pete Stauber TAB 2
3.) County Surveyor Reappointment TAB 3
4.) 2024 Annual Pavement Markings Project TAB 4
5.) County State Aid Highway Funding Transfer TAB 5

Board of Commissioners' Business Meeting

Consent Agenda:

1.) R&B Committee Recommendation – County Engineer's Report TAB 1
2.) R&B Committee Recommendation – Letter of Support U.S. Highway 8 – Rep. Stauber TAB 2
3.) R&B Committee Recommendation – County Surveyor Reappointment TAB 3
4.) R&B Committee Recommendation – 2024 Annual Pavement Markings Project TAB 4
5.) R&B Committee Recommendation – County State Aid Highway Funding Transfer TAB 5
6.) Minutes from the April 3, 2024 – County Board of Commissioners Meeting TAB 6
7.) Payment of County's Warrants and Miscellaneous Bills TAB 7
8.) Application for Abatement (reduction) of Property Taxes TAB 8
9.) 2024 Tobacco License Renewals TAB 9
10.) 2024 Budget Adjustment – Park Acquisition Fund TAB 10
11.) 2024 Budget Adjustment – Wellness, Safety, and Ergonomics Funds TAB 11

Environmental Services/Zoning Report – Kurt Schneider, Director

12.) Director's Report TAB 12
13.) Christopher & Sarah Morrisette Preliminary Plat of Morrisette Woodlands TAB 13
14.) Chisago County Mountain Bike Course Final Pay – ARPA 0240 Fund Allocations TAB 14
15.) We Are Water MN – Chisago County Agreements for Indoor and Outdoor Exhibits TAB 15
16.) 2023 Water Resources Programs and Annual Reports Presentation TAB 16

Other Business of the County Board

17.) April 10th Budget and Finance Committee Report TAB 17
18.) 2024 State of Minnesota Boat and Water Safety Grant – CCSO TAB 18
19.) 2024 Federal Boating Safety Supplemental Patrol Grant – CCSO TAB 19
20.) SHIP 225 Grant Agreement – Chisago County Master Gardeners TAB 20
21.) SHIP 226 Grant Agreement – Chisago Lakes Middle School TAB 21
22.) Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract TAB 22
23.) Donations for Community Wellness and Resilience Workshop – Public Health TAB 23

Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. 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."

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

Close Session

Pursuant to Minnesota Statutes section 13D.05, Subd. 3 (c), the County Board of Commissioners will convene in closed session concerning the real properties of 02.00951.00; 02.00958.00; 02.00960.00; and 02.00936.00, to review confidential or protected appraisal data and to consider and develop purchasing strategies and purchase offers concerning such properties.

Following said closed session, the County Board of Commissioners will reconvene in open session to announce any action taken in closed session and to consider and act on matters noticed on the agenda for consideration or action in open session.

Adjourn Meeting of the Board of Commissioners



CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS
Mail: 313 North Main Street, Room 400
Center City, MN 55012-9863
Office: 31325 Oasis Road, Center City, MN 55012-9863
Phone (651) 213-8700
Fax (651) 213-8772

TAB 1

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmer
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: April 10, 2024
RE: Public Works Director's Report

CSAH 10 Project Update: Project construction has begun.

Reminder that we have scheduled an open house on April 24th from 4 pm to 6 pm at the Fish Lake Town Hall. We will be able to answer questions about this year's construction project and engage the public on the next phase preliminary layout to help us move the design forward.

CSAH 30 Project Update: We are expecting 60% plans from the consultant this week.

County Surveyor Reappointment

Paul's 4-year term is up in May and I am recommending that he is reappointed to his position as County Surveyor. Paul continues to be a great asset to not only county staff, but to the public and other surveyors who are looking for help.

Local Road Improvement Program

Grant awards for the Local Road Improvement Program (LRIP) were announced last week. There were only 29 projects awarded to counties from the program. Of those 29 projects, two of our project submittals were selected. We received \$500k for CSAH 26/TH 95 intersection realignment project and \$1M for the next phase of the CSAH 10 Reconstruction project. Both awards are for FY 2026.

2024 Pavement Markings Project

We have bid out our annual pavement markings project and I recommend award and approval.

TH 8 Project Update

Com. Dunne and I attended Council Meeting with City of Chisago City to update TH 8 project on March 26th.

I met with Mndot Leadership to update them on the project status and discuss project issues on April 9th.

On the environmental review front, the Mndot Office of Environmental Stewardship has submitted the Biological Assessment to the US Fish & Wildlife Service. USFWS will review the assessment and render their opinion and requirements for mitigation and counter measures for the Northern Long-eared Bat, Blandings Turtle and the Rusty Patch Bumblebee. Once have this, we will be able to complete the Environmental Assessment.

Chisago County Request for Board Action

Meeting Date: January 18, 2023	Item Number: 2
Title of Item for Consideration: Letter of Support U.S. Highway 8 – Congressman Rep. Pete Stauber	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: U.S. Highway 8, in Chisago County, is an important interregional corridor that serves a variety of transportation needs. It is vital to sustaining local commerce and energizing future economic growth and vitality. In recent years, Highway 8 has become increasingly strained due to high levels of daily commuters, large trucks hauling freight, and spikes in weekend recreational traffic. A proliferation of secondary roads and private driveways provide direct access to and from Highway 8 which contributes to safety and mobility issues. There have been several serious crashes including fatalities. The highway is known as "The Highway of Death." Chisago County plans to reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to accommodate existing traffic volumes of over 20,000 trips per day. It will also look to consolidate approximately 60 access points down to 8 and add a trail for bike/ped traffic. "Chisago County requests Community Project Funding for \$5,000,000 to help reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to improve safety and mobility and accommodate existing traffic volumes of over 20,000 trips per day." This vital improvement to Highway 8 is needed to address safety, congestion/mobility, access management, economic development and bike/ped deficiencies and has extensive community support. I fully support this investment and your championship of this Community Project Funding request will most importantly help prevent serious crashes within the corridor and save the lives of many more Minnesotans but additionally it will create jobs, improve commercial transit, and spur post pandemic economic recovery. Attachment(s): • 2024 Letter of Support to Congressman Rep. Pete Stauber • 2023 RAISE Grant Letter of Support	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support to Rep. Pete Stauber for US Highway 8. The following motion is suggested; <i>“Move to approve a letter of support to Rep. Pete Stauber for US Highway 8.”</i>	

Implications of Action: Approval will show the Chisago County Board of Commissioners support for the US Government to support the US Highway 8 project.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Chase Burnham
County Administrator

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April 17, 2024

The Honorable Pete Stauber
461 Cannon HOB
Washington, DC 20515

Dear Congressman Stauber,

U.S. Highway 8, in Chisago County, is an important interregional corridor that serves a variety of transportation needs. It is vital to sustaining local commerce and energizing future economic growth and vitality. In recent years, Highway 8 has become increasingly strained due to high levels of daily commuters, large trucks hauling freight, and spikes in weekend recreational traffic. A proliferation of secondary roads and private driveways provide direct access to and from Highway 8 which contributes to safety and mobility issues. There have been several serious crashes including fatalities. The highway is known as "The Highway of Death."

Chisago County plans to reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to accommodate existing traffic volumes of over 20,000 trips per day. It will also look to consolidate approximately 60 access points down to 8 and add a trail for bike/ped traffic.

"Chisago County requests Community Project Funding for \$5,000,000 to help reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to improve safety and mobility and accommodate existing traffic volumes of over 20,000 trips per day."

This vital improvement to Highway 8 is needed to address safety, congestion/mobility, access management, economic development and bike/ped deficiencies and has extensive community support. I fully support this investment and your championship of this Community Project Funding request will most importantly help prevent serious crashes within the corridor and save the lives of many more Minnesotans but additionally it will create jobs, improve commercial transit, and spur post pandemic economic recovery.

Sincerely,

Chair, Marlys Dunne
Chisago County Board of Commissioners



Chase Burnham
County Administrator

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January 18, 2023

The Honorable Pete Buttigieg
Secretary, US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Mr. Buttigieg,

We write to request your strong consideration of Chisago County's application for funding through the United States Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. If awarded, the funding would be used to complete the US Highway 8 Reconstruction Project. This critical project expands eight miles of US Highway 8 between Interstate 35 and Karmel Avenue in the cities of Wyoming, Chisago City, and Forest Lake, Minnesota.

The corridor is part of the National Highway System and is vital to the local and regional economy. It connects the region to the Twin Cities metropolitan area, Wisconsin and beyond. The project will enhance system performance, improve corridor safety for motorists and pedestrians, and support local/regional economic and community development.

RAISE Grant funds will address critical capacity, access and safety issues along the eight-mile segment of US Highway 8 that the Highway 8 Corridor Study identified. Currently, over 22,000 vehicles a day utilize the two-lane highway. This not only causes safety and congestion issues; it severely restricts economic development along the corridor. Additionally, the corridor lacks any sort of bicycle and pedestrian facilities. This project will construct approximately 6.5 miles of the Swedish Immigrant Regional Trail that will connect into the Hardwood Creek and Sunrise Prairie Regional Trails.

In addition to local vehicle traffic, the highway is used for a variety of economically significant activities. These include commercial freight, agricultural traffic, and commuter traffic to and from the Minneapolis-St. Paul metropolitan area. There is also significant traffic on weekends, and throughout the vacation season, as travelers move between Minneapolis-St. Paul and Northwest Wisconsin.

This project will greatly benefit the highway network and meet the priority objectives of the DOT's funding programs by emphasizing highway safety, local and regional economic competitiveness and vitality, and addressing rural challenges.

For the reasons above, I urge your full consideration of the Chisago County's application for the US Highway 8 Reconstruction Project. If you have any questions or need additional information, please contact Joe Triplett, Chisago County Public Works Director | County Engineer directly at 651-213-8708.

Sincerely,

Chair, Ben Montzka
Chisago County Board of Commissioners

Chisago County Request For Board Action

Meeting Date: April 17 th , 2024	Item Number: 3
Title of Item for Consideration: Reappointment of County Surveyor	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None	
Background: Paul Gibson's term of County Surveyor will expire on April 30th, 2024. As Paul has served the Department and the County exceedingly well in this position, I am requesting that the Board reappoint him to the position of County Surveyor. Attachment(s): Resolution for Reappointment	
Action Requested/Recommended: The County Board is respectfully requested to reappoint Paul Gibson as County Surveyor. The following motion is suggested: <i>“Move to reappoint Paul Gibson as County Surveyor at tonight's meeting.”</i>	
Implications of Action: Board approval at tonight's meeting will reappoint Paul Gibson to 4 year term as County Surveyor. Budget/Financial Implications: Included in budget 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 _____



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Dan Dahlberg

Commissioner _____ offered the following resolution and moved its adoption:

**RESOLUTION NO: 24/0417-XX
RESOLUTION NO. XXXXX
REAPPOINTING PAUL GIBSON
TO A FOUR YEAR TERM AS
CHISAGO COUNTY SURVEYOR**

WHEREAS, Minnesota Statute 389.011 provides for each County Board of the State of Minnesota to fill the office of County Surveyor Officer by appointment for a term of four years; and

WHEREAS, the appointment of the Chisago County Surveyor position will expire April 30, 2020; and

WHEREAS, Paul Gibson has performed the duties of County Surveyor and served the citizens of Chisago County; and

WHEREAS, staff recommends Paul Gibson for reappointment to the position of Chisago County Surveyor; and

WHEREAS, the land owners and developers in Chisago County will continue to be well served by the oversight of the reappointment of Paul Gibson;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby appoints Paul Gibson for a four year term, effective May 1, 2024.

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

**IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None**

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

Approved: April 17, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: April 17 th , 2024	Item Number: 4
Title of Item for Consideration: 2024 Annual Pavement Marking Project	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the annual pavement markings project. The County received 2 bids ranging from the low bid of \$ 280,367. 50 to the high bid of \$ 286,792.17. Sir Lines-A-Lot of Edina, MN, is the apparent low bidder. Engineer Estimate was \$296, 459.00. Attachment(s): Contract (<i>contract with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve 2024 Annual Pavement Marking Project to Sir Lines-A-Lot. The following motion is suggested: “Move to award and approve the 2024 Annual Pavement Marking Project to Sir Lines-A-Lot.”	
Implications of Action: Approval will allow the County to construct the project Budget/Financial Implications: Funding for project will come from 03-345-6508 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 the contract as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 5
Title of Item for Consideration: County State Aid Highway Funding Transfer	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter:	
Background: State Aid funding comes in two forms for construction: Municipal and Regular. Regular Construction funding can be spent on any County State Aid Highway (CSAH). Municipal Construction funding can only be spent on CSAH's within a municipal, or city, boundary. When the County doesn't have a project within a city limit to utilize those funds, the Board can request the transfer of those funds to the Regular account via resolution. This year, the County does not have a project within city limits and County Engineer Triplett is requesting the Board request the transfer of these funds to the Regular account so the County can use them on our CSAH 10 Reconstruction project. Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution transferring County State Aid Highway funds to the Regular account so the County can use them on our CSAH 10 Reconstruction project. The following motion is suggested: <i>“Move to approve the resolution transferring County State Aid Highway funds to the Regular account so the County can use them on our CSAH 10 Reconstruction project.”</i>	
Implications of Action: Will allow County to fully use State Aid funding 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 _____



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Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 24/0417-XX COUNTY STATE AID HIGHWAY FUNDING TRANSFER

WHEREAS, the County of Chisago has obtained the Commissioner's approval of the plans for the following County State-Aid Project:

Project # S.P. 013-612-012

AND, WHEREAS, said County is prepared to proceed with the construction of said project by providing county municipal funds to supplement the available funds in the County Regular Account, and

WHEREAS, repayment of the funds so advanced by the County is desired in accordance with the provisions of Minnesota Statutes 162.08, Subd. 7 and Minnesota Rules 8820.1500, Subp. 8.

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested to approve this basis for financing said construction project and to authorize repayments from subsequent accruals to said Account, in the amounts as herein indicated.

\$1,024,804.00 From 2024 Allotment

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None

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

Approved: April 17, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, April 03, 2024**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, April 03, 2024 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday April 3rd at 6:30 p.m. and all other Committees until April 5th via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from La Cabana Resort. J.E. Irausquin Blvd., Oranjestad, Aruba, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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

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

On motion by Dahlberg, seconded by Montzka, the board moved to open the Health and Human Services Committee of the Whole at 6:32 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **PRESENT:** Swenson.

Chair Dunne gave the gavel to Vice-Chair Dahlberg.

Health and Human Services Director Robert Benson provided the Director's Report and department updates. *No action was taken.*

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

On motion by Montzka, seconded by Greene, the board moved to close the HHS Committee Board of the Whole at 6:44 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **PRESENT:** Swenson

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Director's Report
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – Hazelden Scholarship LOA 2024-2025
- 4.) HHS Committee Recommendation – JPA for the Farmer's Market Nutrition Program
- 5.) HHS Committee Recommendation – Child Care Provider Appreciation Day

RESOLUTION NO: 24/0403-1

**PROCLAIMING CHILD CARE PROVIDER APPRECIATION DAY
IN CHISAGO COUNTY**

WHEREAS, quality early childhood services, such as childcare, represent a valuable investment in our children's future, as well as the future of our state; and

WHEREAS, each day numerous Chisago County children, families, and community members benefit from the dedication and quality care that is brought forth through the childcare profession by the 57 licensed family childcare providers of Chisago County; and

WHEREAS, the statewide lack of child care has created increased strain on child care providers and the families of Chisago County who depend on them; providers have continued to meet the needs of families while struggling to balance the needs of their family and the families they care for; and

WHEREAS, as these dedicated community members act out of compassion to instill positive values by good role modeling, where all families and children are met with understanding, acceptance, nurturing and guidance; and

WHEREAS, Child Care Providers frame a community by encouraging young minds and bodies to continue to grow and contribute to our community. This truly represents community participation; by virtue of devotion to fellow citizens, often with little recognition or remuneration for the vital work they do.

NOW, THEREFORE BE IT RESOLVED that the Chisago County Board of Commissioners hereby offers it's heartfelt thanks to the Licensed Family Care Providers, and declares Friday, May 10, 2024, to be Child Care Provider Appreciation Day.

- 6.) Minutes from the March 20, 2024, Meeting
- 7.) Payment of County's Warrants and Miscellaneous Bills **Total:** \$366,732.74
Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a

total dollar amount and notes the number of claims included in the total.

- 8.) Recognition of County Staff April Anniversaries
- 9.) Application for Abatement (reduction) of Property Taxes

On motion by Greene, seconded by Montzka, the Board moved to accept the 2024 Chisago County Assessment Report. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **PRESENT:** Swenson.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve Multi-Agency Law Enforcement Joint Powers Agreement (JPA) for Minnesota Internet Crimes Against Children (ICAC) on behalf of the Chisago County Attorney's Office.

RESOLUTION NO: 24/0403-02

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF CHISAGO ON BEHALF OF ITS SHERIFF REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the County of Chisago on behalf of its County Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Chisago County, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Chisago on behalf of its County Attorney are hereby approved. Copies of the Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the County Attorney – Janet Reiter or her successor, is designated the Authorized Representative. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

3. That Marlys Dunne, the Chair of the County of Chisago, and Christina Vollrath, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

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

On motion by Montzka, seconded by Greene, the Board moved to approve the resolution to develop a grant program to help Chisago County update and maintain section corners and pursue a grant for this program.

RESOLUTION NO: 24/0403-3
GRANT PROGRAM FOR THE PERPETUATION OF THE PUBLIC LAND
SURVEY SYSTEM (PLSS) MONUMENTS

WHEREAS, In 2023, the Minnesota Legislature, through MN Statute 381.125, directed the Minnesota Geospatial Information Office (MnGeo) to develop a grant program for the perpetuation of the Public Land Survey System (PLSS) monuments; and

WHEREAS, Chisago County is responsible for maintaining the PLSS; and

WHEREAS, Chisago County has identified 237 section corners county-wide; and

WHEREAS, the total cost and request will be \$125,000.

THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners authorizes the appropriate county officials to submit a proposal to MnGeo for the Minnesota PLSS Monument Grant Program and, if awarded, authorize the appropriate county officials to accept the grant and enter into the necessary agreements beginning in February 2024 and running through March 31, 2026.

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

On motion by Greene, seconded by Dahlberg, the Board moved to award the 2024 Seal Coat Project Contract to Pearson Brothers of Hanover, Minnesota, and to authorize and to enter into the 2024 Seal Coat Project Contract with said contractor in an amount not to exceed \$797,471.38. The motion **carried** as follows: **IN FAVOR THEREOF**: Greene, Dunne, Montzka, Dahlberg **OPPOSED**: None. **PRESENT**: Swenson.

CITIZENS FORUM

TIME – 7:19 p.m.

END TIME – 7:19 p.m.

of SPEAKERS – 0

County Administrator Chase Burnham provided administrator updates and correspondence. *No action was taken.*

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

On motion by Montzka, seconded by Greene, the Board adjourned the meeting at 7:28 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None. **PRESENT:** Swenson.

Marlys Dunne, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
April 17, 2024
7**

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$701,551.33

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
4/19/2024	\$ 28,354.36	4/17/2024	Commissioners Warrants
4/5/2024	\$ 57,432.62		Auditor Warrants
4/9/2024	\$ 319.14		Auditor Warrants
	\$ 86,106.12	Total	

Lake Area Bank; Derek Ankland; Sheriff; registration, conference; \$1,027.02
Lake Area Bank; Matthew Beckman; Sheriff; registration, \$78.81
Lake Area Bank; Chase Burnham; Administration; supplies; \$300.00
Lake Area Bank; Jon Eckel; Enterprise Services; supplies; \$3,780.00
Lake Area Bank; Ryan Edmonds; Sheriff; supplies; \$75.00
Lake Area Bank; Karen Gates; Human Resources; supplies; \$612.00
Lake Area Bank; Jonathan Gray; Sheriff; supplies; \$892.92
Lake Area Bank; Mark Hendrickson; supplies; \$778.15
Lake Area Bank; Ronald Istvanovich; Sheriff; supplies; \$356.03
Lake Area Bank; Karen Long; Recorder; conference; \$265.42
Lake Area Bank; Andrew Mahowald; Sheriff; supplies, conference; \$602.30
Lake Area Bank; Mary Melby; HHS; supplies; \$379.81
Lake Area Bank; Daryl Moeller; Assessor; training; \$300.00
Lake Area Bank; Tony Nielsen; Public Works; supplies; \$50.00
Lake Area Bank; Joshua Olds; Sheriff; supplies, registration; \$620.16
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; \$3,949.31
Lake Area Bank; Janet Reiter; County Attorney; supplies; \$687.46
Lake Area Bank; Kurt Schneider; Environmental Services; registration, supplies; \$119.99
Lake Area Bank; Barbara Shimon; Public Works; registration; \$425.71
Lake Area Bank; Joseph Tart; Parks; supplies; \$472.32
Lake Area Bank; Joseph Triplett; Public Works; registration; \$1,495.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; \$22.00
Lake Area Bank; Polly Zais; Sheriff; supplies; \$340.00
Lake Area Bank; Todd McMurray; HHS; supplies; \$1,564.40
Lake Area Bank; Tracy Krona; HHS; supplies; \$1,238.01

- All invoices available with the Clerk of the Board

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 8
Title of Item for Consideration: Application for Abatement (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	Department: Auditor/Treasurer
Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.	
Background: The applications are for the abatement (reduction) of property tax for tax payable in 2024. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement; - Angel Permanoff – 04.000420.20 Attachment(s): - Applications for Abatement (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows: <i>“Move to approve the application of abatement of taxes for the following tax parcel; 04.000420.20.”</i>	
Implications of Action: By approving the application, the property owner will be paying the appropriate property tax in 2024. Budget/Financial Implications: Minimal impact on the County finances and budget. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
April 17, 2024**

9

***2024 Tobacco License Renewals
License Period – May 1, 2024 to April 30, 2025***

- Rush Point Store – Nessel Township
- Emily Jo's – Shafer Punch n' Munch LLC – Shafer, MN
- Rod's Country Corner – Amador Township
- DH Entertainment Inc. Flickabirds Resort – Nessel Township
- Olson's Properties LLC – Ole's Crossroads – Shafer, MN
- Full Moon Bar and Restaurant – Harris, MN

*******All Applications with the Clerk of the Board*******

Chisago County Request For Board Action

Meeting Date: April 17, 2023	Item Number: 10
Title of Item for Consideration: 2024 Budget Adjustment – Park Acquisition Fund	
Action Requested by: Kristin Waddell, Chief Deputy Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: Included in Board Approved 2024 Budget.	
Background: Payment made to Knife River for Segment G of the Sunrise Prairie Regional Trail Project. Parks Acquisition and Improvement fund has no expenditures budgeted for 2024, however the money will get reimbursed through the existing DNR-Legacy grant process. There is sufficient cash balance in the Parks Acq and Improvement Fund to cover this expenditure. No funds from the General Fund are being requested. Attachment(s): 2024 Budget Adjustment Form – Park Acquisition Fund	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the Budget Adjustment Request for Segment G of the Sunrise Prairie Regional Trail Project. The suggested motion to approve this action is as follows: <i>“Move to approve the 2024 Budget Adjustment for Segment G of the Sunrise Prairie Regional Trail Project.”</i>	
Implications of Action: If the budget adjustment is approved our financial reporting requirements will be adhered to. Budget/Financial Implications: This is no additional expenditure to the County. Legal/Policy Implications: The proposed activity is 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 _____

Chisago County Request For Board Action

Meeting Date: April 17, 2023	Item Number: 11
Title of Item for Consideration: 2024 Budget Adjustment – Wellness, Safety and Ergonomics	
Action Requested by: Kristin Waddell, Chief Deputy Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: Included in Board Approved 2024 Budget.	
Background: To transfer the Wellness, Safety and Ergonomics budgets from the General Government Department to the newly created Safety, Wellness and Ergonomics Department to help facilitate better transparency in expenditure tracking and reporting. Attachment(s): 2024 Budget Adjustment Form – Wellness, Safety, and Ergonomics	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the Budget Adjustment request for Wellness, Safety, and Ergonomics. The suggested motion to approve this action is as follows: “Move to approve the 2024 Budget Adjustment for Wellness, Safety, and Ergonomics.”	
Implications of Action: If the budget adjustment is approved our financial reporting requirements will be adhered to. Budget/Financial Implications: This is no additional expenditure to the County. Legal/Policy Implications: The proposed activity is 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 _____



Chisago County Department of Environmental Services and Zoning

313 No. Main St. #240
Center City, MN 55012
651-213-8374 ~ Kurt.Schneider@chisagocountymn.gov

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: April 11, 2024
Re: April 17th Directors Report

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your April 17, 2024, meeting.

Action Items:

1. Receive Directors Report
2. Morrisette Woodlands Preliminary Plat
3. Chisago County Mountain Bike Course Final Pay – ARPA 0240 Fund Allocations
4. We Are Water MN On-Site Host Agreement(s)
5. Water Resources Annual Report Presentation

Informational Item(s):

Board of Adjustment and Appeals:

The regularly scheduled Board of Adjustment meeting scheduled for Thursday, April 24, 2024, has been canceled. No new or old business Variance and Appeals applications have been filed for this meeting.

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, May 2nd at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for May 1st departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owners Garrett & Brianna Schueller are requesting approval of an Interim Use Permit allowing for an accessory structure without the presence of a principal use structure on a 10± acre property in the Agricultural (AG) District. The subject site is generally located 1/3 of a mile west of Brunswick Road / CR 63 on the north side of 440th Street in Fish Lake Township, S22, T36, R22 (PID 03.00299.00).

2. Property owner Kenneth Rice is requesting reapproval of the Preliminary Plat of Paradise Woods involving the creation of three lots from a 58.21-acre tract of land. The subject site is zoned Agricultural (AG) District and located immediately southwest of the intersection of Lofton Avenue / CSAH 34 and 320th Street in Chisago Lake Township, S30, T34, R20 (PID 02.00823.00).
3. Property owners Kyle Hay & Kelly Zaiser are requesting approval of an Interim Use Permit allowing for an accessory structure without the presence of a principal use structure on a 34± acre property in the Agricultural (AG) District. The subject site is generally located between Stark Road / CSAH 10 and Brunswick Road / CR 63 on Anchor Avenue in Fish Lake Township, S 21, T36, R22 (PID 03.00278.00).
4. Property owners Bridget Korman & Lorelei Walker are requesting approval of a Conditional Use Permit for Rural Retail Tourism in the Agricultural (AG) District. The proposed Rural Retail Tourism activity is a wedding / gathering venue. The 20± acre subject site is located at 15323 260th Street in Franconia Township, S25, T33, R20 (PID 04.00411.20).

General Department Informational Item(s):

Revenue associated with land use and construction permit activity thru March 31, 2024, is \$205,304 or 22% of projected 2024 revenue. The general permit activity tabulations report/table for March is attached for review.

Tyler Technologies Enterprise Permitting and Licensing online software development and implementation progress and work continues to dominate internal workload demands of the department. We anticipate late fall “go live” date with this new online paperless permitting and plans review process and are eager to introduce efficiencies in the move to the online intake and workflow of services. The development and integration process are demanding a strong 20% weekly workload for several key department staff as we also work hard to limit other project and task interruptions and delays.

Zoning ordinance staff/consultant review of final draft documents is in progress but has been delayed a few weeks due to unavoidable staffing interruptions and competing office priorities. We expect presentation of public engagement/hearing announcements soon and know that the Planning Commission is anxious to close out their work and recommendations on the long-awaited updates to the Zoning, Subdivision, and Shoreland Ordinances of the County. Without objection and/or by consensus of the County Board, staff would like to distribute complete draft copy of the subject ordinances and schedule Public Hearing(s) for the Planning Commission meeting of June 6, 2024.

In concert with Dept. efforts with online permitting, tremendous efforts to move permit and plan records into scanned/digital retention form continue to produce great behind the scenes victories. Office Manager Diane Sander has made great headway in collaboration with the much-appreciated assistance of DeAnna Lilienthal, Enterprise Services, in the areas of records retention and scanning. Most recently, cart loads of commercial/industrial sets of building and construction plans have been moved out of the office and are now being organized and made ready for digitization. All these efforts are making the office environment more inviting (less paper, clutter, and file cabinets) and are adding real efficiencies in our service to the public.

Permit activity YTD March 29, 2024

Building Summary: Year to Date (YTD)																
Location	New House		Additions/Alterations		Mechanical		Accessory		Commercial		Multi-Family		Septic Systems		Septic Certifications	
	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD	March	YTD
Amador	-	-	3	10	1	2	1	1	2	3	-	-	-	-	1	4
Chisago Lake	-	1	8	20	2	4	5	5	-	-	-	-	1	1	6	11
Fish Lake	-	1	5	10	1	6	2	3	1	1	-	-	-	1	2	4
Franconia	1	1	4	7	1	1	2	3	-	2	-	-	-	-	2	3
Nessel	1	1	7	11	2	4	1	2	-	1	-	-	-	-	2	4
Rushseba	-	-	-	-	-	-	1	1	-	-	-	-	-	1	-	-
Shafer	-	2	4	7	-	1	1	2	-	-	-	-	-	-	1	2
Sunrise	1	1	11	29	-	2	3	5	-	-	-	-	-	-	3	3
Center City	-	-	2	4	-	-	-	-	-	1	-	-	-	-	-	-
Chisago City	-	1	4	16	1	12	2	3	-	1	-	-	-	1	3	4
City of Harris	-	-	3	5	-	1	-	-	-	1	-	-	-	-	1	1
City of Lindstrom	1	2	7	20	7	12	-	1	1	4	-	-	-	-	-	-
Rush City	-	2	3	5	-	3	-	1	-	1	-	-	-	-	-	-
City of Shafer	-	-	1	3	1	1	-	-	1	1	-	-	-	-	-	-
City of Stacy	-	-	9	17	1	7	1	1	-	1	-	-	-	-	7	9
City of Taylors Falls	-	-	2	5	2	4	-	-	-	-	-	-	-	-	-	-
Totals:	4	12	73	169	19	60	19	28	5	17	-	-	1	4	28	45
*City of Stacy and Lent Township Merged: Listed as City of Stacy										Total Permits						149

**CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
April 4, 2024**

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, April 4, 2024, at the Chisago County Government Center.

Staff Present: Diane Sander, Office Manager.

Chair Wille called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Commission members was taken. Commission members present: Dave Whitney, Jim McCarthy, Eric Leivian, Chip Yeager, John Sutcliffe, Chris DuBose, and Jolene Wille. Absent: None. A quorum was established. Also present: Ex Officio County Commissioners Rick Greene and Dan Dahlberg.

Approval of Agenda – Motion by Chris DuBose to approve the agenda as presented; second by John Sutcliffe. The **motion passed** 7-0.

Approval of Minutes – Motion by Dave Whitney to approve the March 7, 2024 regular meeting minutes as presented; second by Jim McCarthy. The **motion passed** 6-0 (Leivian abstained).

Receive all Materials and Submittals into Record – Motion by John Sutcliffe to accept all materials and submittals into the record; second by Dave Whitney. The **motion passed** 7-0. Materials distributed to the Planning Commission in advance of the meeting for their review included the full meeting packet with staff report and amended attachments. Copies of all meeting materials were made available for the public.

Public Hearings – New Applications

Christopher & Sarah Morrisette – Manager Sander provided background on the request for approval of the Preliminary Plat of Morrisette Woodlands involving the creation of two lots from a 16.4± acre tract of land. Lot 1 was proposed at 6.11± acres and Lot 2 was proposed at 8.00± acres. The subject site was located at 45828 Brunswick Road in Fish Lake Township, S17, T36, R22 (PID 03.00212.00).

Sander reviewed details of the subject site and surrounding area, explaining that the subject site was located in the Agricultural (AG) District as were all surrounding properties. Sander noted that the subject site was developed with a dwelling and detached accessory structure, which were shown to be situated on proposed Lot 2, and they all currently met and would continue to meet all required structural setbacks. Sander stated the Preliminary Plat drawing and soils report did not provide information for an alternate septic site for the already developed proposed Lot 2. Typically, even if one proposed lot was already developed, plat drawings and soils reports would typically provide information for an alternate septic site to ensure that the proposed subdivision was not eliminating the only possible location. Sander commented that both proposed lots complied with the County's dimensional requirements for the AG District.

The Technical / Plat Review Committee met on March 13, 2024, and no concerns were identified. The Fish Lake Town Board reviewed the proposed Preliminary Plat on March 11, 2024, and recommended approval with no conditions. The ordinance prescribed 120-day review period was scheduled to expire on June 21, 2024.

Sander concluded by offering a recommendation of approval with conditions and reviewed options available to the Planning Commission.

Chair Wille invited the applicants and property owners to address the Commission, but none were present. The Commission had no questions for the property owner or applicants.

Chair Wille opened the public hearing and sought comment. With no members of the audience wishing to speak, ***motion*** by Dave Whitney to close the public hearing; second by Jim McCarthy. The **motion passed** 7-0.

Motion by Jim McCarthy to adopt Resolution No. PC2024-0401, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Morrisette Woodlands, with conditions as presented; second by Dave Whitney. The **motion passed** 7-0.

Conditions:

1. The Preliminary Plat of Morrisette Woodlands is approved per plat drawing dated signed April 2, 2024. 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. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. The wetland delineation submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.
4. The soils report for proposed Lot 2, Block 1, Morrisette Woodlands submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.
5. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

Public Hearings – Continued Hearings – None

Old Business – None

New Business – None

Miscellaneous – *Motion* by Chris DuBose to either reschedule or cancel the Thursday, April 18, 2024, special work session; second by Dave Whitney. The **motion passed** 7-0.

Communications and Reports

County Board Liaison Report / Update – County Commissioner Greene reported that the County Board approved an ordinance governing the use of cannabis and cannabis derived products in public places, commenting that it followed State tobacco laws. Greene also shared that cities and counties were pushing back in regard to the high density housing in residential areas issue which was briefly discussed at the Commission's March 2024 meeting and the County Board approved a letter on the matter to be sent to State legislators. County Commissioner Dahlberg reported that the County Assessor had completed the spring report and encouraged Commission members to review it. Dahlberg also reported that bids for upcoming road projects came in under budget.

Adjourn Meeting – *Motion* by John Sutcliffe to adjourn the meeting; second by Chip Yeager. The **motion passed** 7-0. The meeting was adjourned at 7:22 p.m.

Jolene Wille
Chair

ATTEST:

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: April 17, 2024	Item Number: 13
Title of Item for Consideration: Christopher & Sarah Morrisette Preliminary Plat of Morrisette Woodlands	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Christopher & Sarah Morrisette are requesting Preliminary Plat approval of Morrisette Woodlands. The subject 16.4 acre property is proposed to be divided into two lots. The property is generally located at 45828 Brunswick Road in Fish Lake Township, parcel ID 03.00212.00 At their meeting of April 4, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (7-0) of the preliminary plat, per Resolution No. PC2024/0401. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Pursuant to Minnesota Statute, the 120-day agency action deadline is, June 21, 2024. Among the options for the County Board at tonight's meeting are the following: • Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff; • Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval); • The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-day period. Attachments: • Draft Resolution of Approval • Planning Commission Presentation • Planning Commission Staff Report & Hearing Packet • Planning Commission Minutes (draft) Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Morrisette Woodlands Preliminary Plat. The recommended motion is as follows: <i>“Move to Approve Resolution No. 24/0417-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Morrisette Woodlands at 45828 Brunswick Road (PID 03.00212.00) in Fish Lake Township”</i> Implications of Action – Recommended Board action grants approval of the Morrisette Woodlands Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the	

Board.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0417-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE PRELIMINARY PLAT OF MORRISSETTE WOODLANDS

WHEREAS, property owners Christopher Morrisette & Sarah Morrisette submitted an application dated received February 12, 2024 and considered complete on February 22, 2024 for the Preliminary Plat of Morrisette Woodlands; and

WHEREAS, the property owners wish to create two lots from the 16.40± acre subject site; and

WHEREAS, the subject site is located at 45828 Brunswick Road in Fish Lake Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 03.00212.00

That part of the West Half of the Northwest Quarter (W ½ of NW 1/4) of Section Seventeen (17), Township Thirty-six (36), Range Twenty-two (22), described as follows: Beginning at the Northwest corner of said Northwest Quarter (NW 1/4); thence South on the section line 91 rods 11 ½ feet; thence East and parallel with the South line of the NW 1/4 to the centerline of the so-called Brunswick road (now known as Chisago County Highway No. 4); thence Northwesterly along the centerline of said Brunswick road (County State Aid Highway No. 4) to a point 9 ½ rods East of the NW 1/4 of said Section 17; thence West along the North line of said Section 17 a distance of 5 ½ rods to the point of beginning and there to terminate.

WHEREAS, notice was provided and on April 4, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Department of Environmental Services and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Morrisette Woodlands with conditions per Resolution No. PC2024-0401; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Morrisette Woodlands and the Planning Commission's recommendation at its April 17, 2024 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 Morrisette Woodlands, subject to the following conditions:

1. The Preliminary Plat of Morrisette Woodlands is approved per plat drawing dated signed April 2, 2024. 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. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

3. The wetland delineation submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.
4. The soils report for proposed Lot 2, Block 1, Morrisette Woodlands submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.
5. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: April 17, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Preliminary Plat of Morrisette Woodlands

Christopher & Sarah Morrisette

45828 Brunswick Road

Fish Lake Township

PID 03.00212.00

SITE ANALYSIS

- Subject site is 16.40± acres in size.
- Generally located approximately one-quarter mile northwesterly of the intersection of Acacia Trail / CSAH 4 and Brunswick Road on the west side of Brunswick Road.
- Topography of the subject site includes elevations ranging from 1,016' to 1,032' with areas of heavy forestation and two small wetland areas.
- Subject site is currently developed with a dwelling and detached accessory structure. Both existing structures are shown to be situated on proposed Lot 2 and, despite what's shown on the Preliminary Plat drawing, they currently meet / will meet all required structural setbacks.
- Subject site and all surrounding properties are located in the Agricultural (AG) District.
- Surrounding properties range in size from 5 acres to 40 acres, with most surrounding properties being used for residential purposes.

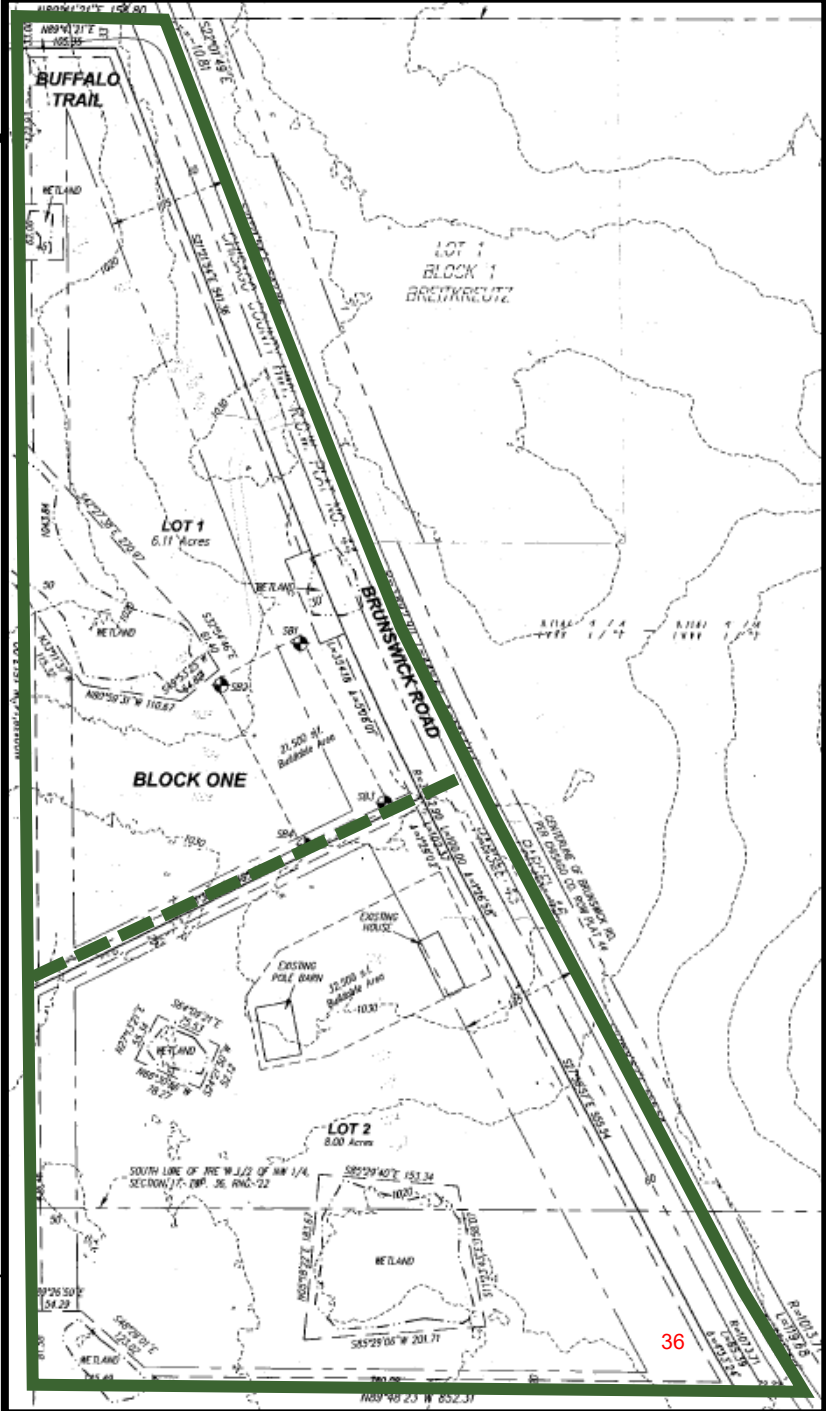


PROPOSAL ANALYSIS

The property owners and applicants wish to create two lots from the 16.40± acre tract of land. As proposed, both lots comply with the County’s dimensional requirements for the AG District.

Upon initial review of the Preliminary Plat, staff was concerned that much of the 21,500 sf Home Site Area for proposed Lot 1 was shown within the 135’ structural setback from Brunswick Road. However, staff later learned that this segment of the road was turned over to Fish Lake Township and is no longer a County Road. With this road reclassification, the structural setback is reduced from 135’ (as shown on the Preliminary Plat drawing) to 40’ from Right-of-Way / 73’ from centerline, and staff is now satisfied that the entire Home Site Areas for proposed Lots 1 and 2 are situated outside of the required structural setback area.

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1	6.11± acres	930'±	350'±	21,500 sf
Lot 2	8.00± acres	725'±	690'±	32,500 sf



REVIEW PROCESS



Technical Review Committee March 13, 2024

- Due to winter weather conditions, the wetland delineation has not yet have been verified. This will need to be completed prior to submission of request for Final Plat.
- Staff notes that the Preliminary Plat drawing and soils report do not provide information for an alternate septic site for the already developed proposed Lot 2. Typically, even if one proposed lot is already developed, plat drawings and soils reports will provide information for an alternate septic site to ensure that the proposed subdivision is not eliminating the only possible location for an alternate septic site.
- Staff also notes that the Preliminary Plat drawing should be corrected to show accurate roadway setbacks, as discussed in the Site & Proposal Analysis section of the staff report, and an accurate legal description for the subject site / parent parcel. The “Property Description” included on the Preliminary Plat drawing has been reviewed by the County Surveyor and found to be slightly inaccurate.



Fish Lake Town Board March 11, 2024

Recommended approval
with no conditions



Review Period

The ordinance prescribed
120-day review period
expires on June 21, 2024

UPDATED INFORMATION

Following the completion of the staff report, the property owners provided a soils report dated March 29, 2024 identifying an alternate septic site on proposed Lot 2 and surveyor Kyle Roddy provided a revised Preliminary Plat drawing stamp dated April 4, 2024.

The soils report was scheduled to be verified by County staff today (April 4th).

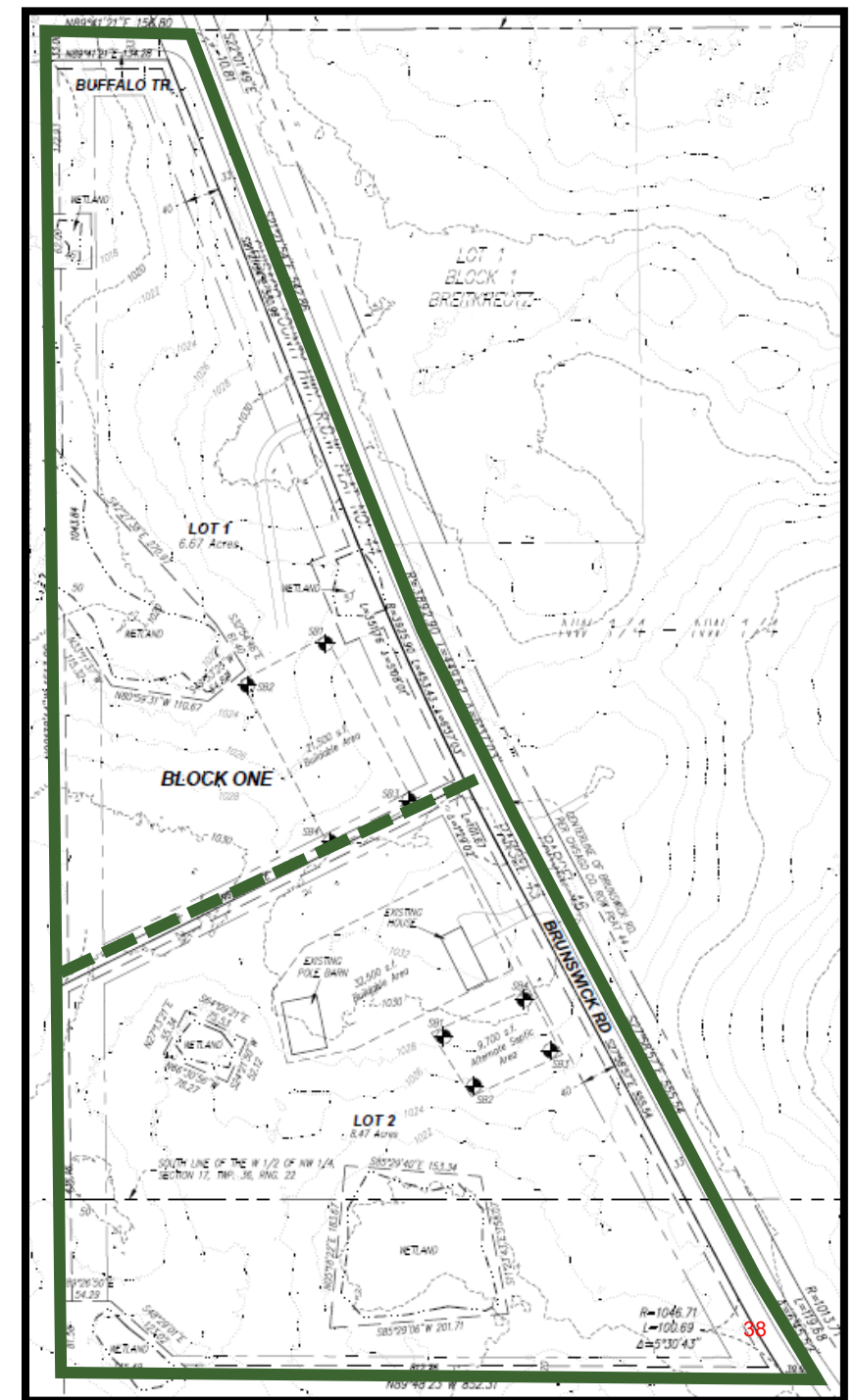
The revised Preliminary Plat drawing was reviewed by staff and found to be satisfactory. The revised drawing shows:

- locations of soil borings for the alternate septic site on proposed Lot 2;
- accurate structural setbacks from Brunswick Road; and
- accurate legal description based on the recorded deed.

The revised Preliminary Plat drawing also shows slightly increased lot areas based on a revised Right-of-Way dedication (CSAH vs. Township Road).

Based on the revised drawing, staff has prepared an amended recommendation and resolution for the Planning Commission's consideration.

April 17th 2024
Chisago County Board of Commissioners



STAFF RECOMMENDATION

AMENDED RECOMMENDATION: Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, **staff recommends approval** of the Preliminary Plat of Morrisette Woodlands with conditions.

AMENDED RECOMMENDED CONDITIONS:

1. The Preliminary Plat of Morrisette Woodlands is approved per plat drawing dated signed April 2, 2024. 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. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. The wetland delineation submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.
4. The soils report for proposed Lot 2, Block 1, Morrisette Woodlands submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.
5. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS & ACTION REQUESTED

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Morrisette Woodlands with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Morrisette Woodlands based on factors deemed appropriate.
(Note: The Commission will need to include specific factor(s) for denial in its motion.)
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The ordinance prescribed 120-day review period expires on June 21, 2024.

Action Requested

Motion to adopt Resolution No. PC2024-0401, a resolution recommending approval of the Preliminary Plat of Morrisette Woodlands, with conditions as presented or amended.



Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Morrisette Woodlands
45828 Brunswick Road, Fish Lake Township
DATE: April 4, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Morrisette Woodlands, involving the creation of two lots from a 16.40± acre tract of land.

SITE & APPLICATION INFORMATION

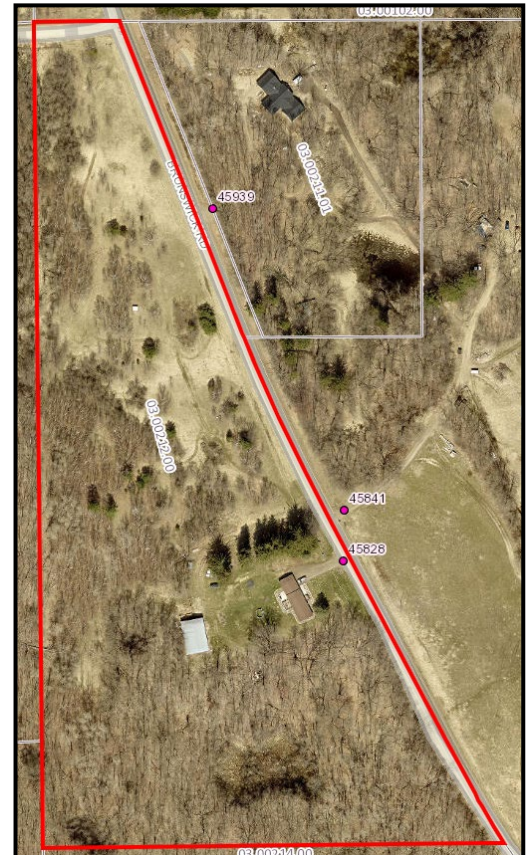
Property Owner(s): Christopher & Sarah Morrisette
Applicant(s): Christopher & Sarah Morrisette
General Location: 45828 Brunswick Road
Fish Lake Township
Section 17, Township 36, Range 22
PIDs: 03.00212.00
Property Area: 16.40± Acres
Current Zoning: Agricultural (AG) District
Adjacent Zoning:
North: Agricultural (AG) District
South: Agricultural (AG) District
East: Agricultural (AG) District
West: Agricultural (AG) District
Date Application Received: February 12, 2024
Date Application Complete: February 22, 2024
120-Day Review Period: June 21, 2024

BACKGROUND

Property owners Christopher & Sarah Morrisette are seeking approval of the Preliminary Plat of Morrisette Woodlands. The property owners wish to create two lots from the 16.40± acre tract of land.

SITE & PROPOSAL ANALYSIS

The subject site is generally located approximately one-quarter mile northwesterly of the intersection of Acacia Trail / CSAH 4 and Brunswick Road on the west side of Brunswick Road. The subject site and all surrounding properties are located in the Agricultural (AG) District.



Topography of the subject site includes elevations ranging from 1,016' to 1,032' with areas of heavy forestation and two small wetland areas. The site is currently developed with a dwelling and detached accessory structure. Both existing structures are shown to be situated on proposed Lot 2 and, despite what's shown on the attached Preliminary Plat drawing, they currently meet / will meet all required structural setbacks.

Upon initial review of the Preliminary Plat drawing, staff was concerned that much of the 21,500 sf Home Site Area for proposed Lot 1 was shown within the 135' structural setback from Brunswick Road. However, staff later learned from the County Engineer that this segment of Brunswick Road was turned over to Fish Lake Township and is no longer a County Road (previously CR 63). With this road reclassification, the structural setback is reduced from 135' (as shown on the Preliminary Plat drawing) to 40' from Right-of-Way / 73' from centerline, and staff is now satisfied that the entire Home Site Areas for proposed Lots 1 and 2 are situated outside of the required structural setback area. Additionally, with the road reclassification, the existing dwelling, which was previously considered non-conforming due to encroachment on the 135' County Road setback, is now conforming.

Surrounding properties range in size from five acres to 40 acres, with most surrounding properties being used for residential purposes. There are some properties in the general area which are used for agricultural purposes; however, much of the area appears to be heavily forested.

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed lots. As proposed, both lots comply with the County's minimum dimensional requirements.

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1	6.11± acres	930'±	350'±	21,500 sf
Lot 2	8.00± acres	725'±	690'±	32,500 sf

* Lot width, by definition, is measured at the building setback line. Subdivision Ordinance Section 4.03 Lot Requirements states that "Each lot shall front upon a public street for the minimum lot width required, except as otherwise provided in this Ordinance."

** Lot depth, by definition, is the average distance measured from the front lot line to the rear lot line. Subdivision Ordinance Section 4.03 Lot Requirements states that "the depth of a lot shall not be greater than five times the width."

REVIEW PROCESS

The Technical / Plat Review Committee met on March 13, 2024.

- The soils report has been verified by County staff and found to be accurate; however, due to winter weather conditions, the wetland delineation has not yet have been verified. This will need to be completed prior to submission of request for Final Plat.
- Staff notes that the Preliminary Plat drawing and soils report do not provide information for an alternate septic site for the already developed proposed Lot 2. Typically, even if one proposed lot is already developed, plat drawings and soils reports will typically provide information for an alternate septic site to ensure that the proposed subdivision is not eliminating the only possible location for an alternate septic site.

- Staff also notes that the Preliminary Plat drawing should be corrected to show accurate roadway setbacks, as discussed in the Site & Proposal Analysis section above, and an accurate legal description for the subject site / parent parcel. The “Property Description” included on the Preliminary Plat drawing has been reviewed by the County Surveyor and found to be slightly inaccurate.

The Fish Lake Town Board reviewed the proposed Preliminary Plat at its March 11, 2024 meeting and recommended approval. The signed township form had not been submitted to the County as of the completion of this report, but the Town Clerk confirmed via email on March 26, 2024 that the Town Board had recommended approval. The signed form will be added to the planning case file once received.

Preliminary Plats, per the Chisago County Subdivision Ordinance, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on June 21, 2024.

WRITTEN TESTIMONY

No written testimony was submitted to the County as of the completion of this report.

STAFF RECOMMENDATION

Staff generally believes that the proposed subdivision complies with and is consistent with the intent of the County’s Zoning and Subdivision Ordinances but would feel more comfortable if there were soil borings / a soils report showing that an alternate septic site exists on proposed Lot 2. These borings should also be shown on the Preliminary Plat drawing. Additionally, the drawing should be corrected to show the accurate structural setback of 40’ from Right-of-Way / 73’ from centerline rather than a setback of 135’ and a corrected legal description for the subject site / parent parcel. Staff doesn’t believe that these items should necessarily delay the Planning Commission’s recommendation, but they should be addressed prior to the request being presented to the County Board for a final determination.

Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the Preliminary Plat of Morrisette Woodlands with conditions and has prepared a resolution for the Commission’s consideration.

Recommended Condition(s):

1. The Preliminary Plat of Morrisette Woodlands is approved per plat drawing dated signed February 8, 2024. Any significant deviation from the approved plat drawing, except as noted herein (see condition no. 2 below) and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Prior to the request for Preliminary Plat being presented to the Chisago County Board of Commissioners, the applicant shall provide the following items to the Department of Environmental Services:
 - a. A soils report indicating that an alternate septic site exists on proposed Lot 2, Morrisette Woodlands.
 - b. A corrected Preliminary Plat drawing showing:

- i. locations of soil borings for an alternate septic site on proposed Lot 2, Morrisette Woodlands;
- ii. accurate structural setback from Brunswick Road; and
- iii. accurate legal description for the subject site.

Only after the Department has verified the soils report and Preliminary Plat drawing corrections will the request for Preliminary Plat be presented to the Board of Commissioners for consideration.

- 3. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
- 4. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.
- 5. The wetland delineation submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.

OPTIONS

- 1. Recommend that the County Board **approve** the Preliminary Plat of Morrisette Woodlands with conditions presented or amended.
- 2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Morrisette Woodlands based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
- 3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The ordinance prescribed 120-day review period expires on June 21, 2024.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0401, a resolution recommending approval of the Preliminary Plat of Morrisette Woodlands, with conditions as presented or amended.

ATTACHMENTS

- 1. Application materials
 - a. Application
 - b. Preliminary Plat drawing
- 2. Aerial location map (1) – subject site
- 3. Aerial location map (2) – vicinity map
- 4. Draft Resolution No. PC2024-0401



Chisago County Department of Environmental Services Planning & Zoning Application

Permit # 2024-0154

Township Fish Lake S/T/R 17/36/22 PID# 03.00212.00

Project Address 45828 Brunswick Road Stanchfield MN 55080

Property Owner(s) Christopher and Sarah Morrisette

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Applicant(s) Christopher and Sarah Morrisette

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

- ☐ Variance
☐ Administrative Appeal

Planning Commission

- ☐ Conditional Use Permit (CUP)
☐ Interim Use Permit (IUP)
☐ Amendment to CUP or IUP

- ☒ Preliminary Plat
☐ Rezoning
☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Creating two lots from a
16 acre tract.

Required Attachments (Additional Attachments May Be Required Based On The Specific Request)

- ☐ Full Legal Description ☐ Detailed Site Plan ☐ Detailed Written Narrative ☒ Plat Drawings

Sarah Morrisette
Applicant Signature

02-12-2024
Date of Application

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

Fees		Dates	
Base Fee	\$ <u>500</u>	Application Received	<u>2-12-24</u>
Recording Fee	\$ <u>46</u>	Application Complete	<u>2-22-24</u>
Plat Fee – No Road(s) / With Road(s)	\$ <u>150</u>	60 / 120 Day Review Period	<u>6-21-24</u>
Septic Compliance Fee	\$ _____	Extended Review Period	_____
Wetland Fee	\$ <u>500</u>		
TOTAL FEE	\$ <u>1,196</u>		



Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Fish Lake S/T/R 17/36/22 PID# 03.00212.00

Project Address 45928 Brunswick Road

Property Owner(s) Christopher + Sarah Morrisette

Mailing Address (If Different from Project Address) _____

Phone# [REDACTED] Email [REDACTED]

Applicant(s) Christopher + Sarah Morrisette

Mailing Address (If Different from Project Address) _____

Phone# [REDACTED] Email [REDACTED]

Type of Request (Check All That Apply)

Board of Adjustment & Appeals

- ☐ Variance
☐ Administrative Appeal

Planning Commission

- ☐ Conditional Use Permit (CUP)
☐ Interim Use Permit (IUP)
☐ Amendment to CUP or IUP

☒ Preliminary Plat

☐ Rezoning

☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Creating two lots from a 16 acre tract.

Sarah Morrisette Chair

Applicant Signature

02-12-2024

Date of Application

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

Date of County Public Hearing APRIL 4, 2024 Date of Township Presentation MARCH 11, 2024

Township Action Taken (Township Use Only)

- ☐ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

Signatures of Township Officials or Authorized Personnel

Preliminary Plat of:
MORRISETTE WOODLANDS

PROPERTY OWNER

CHRIS MORRISETTE
45828 BRUNSWICK ROAD
STANCHFIELD, MN 55080
PID 03.00212.00

LOT AREAS

Lot 1 - 6.11 Acres
Lot 2 - 8.00 Acres

FLOOD ZONE

THIS SITE IS INCLUDED ON FLOOD INSURANCE RATE
MAP-COMMUNITY PANEL NUMBER 27025C0150D. THE
SUBJECT PROPERTY IS WITHIN FLOOD ZONE 'X'.

NOTE REGARDING WETLANDS

The Wetlands shown hereon were delineated by Ken Meek
of Earth Science Associates.

LEGEND

♦ DENOTES EXISTING SOIL BORING (SHOWN PER MAP
PROVIDED BY BOETTCHER EXCAVATING & SEPTIC, LLC)

ZONING

AGRICULTURAL ZONING DISTRICT

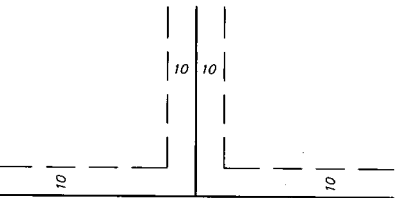
40' Front Setback From Township Road Right of Way

20' Side Setback (Dwelling & Attached Garage)

50' Rear Setback

135' from Centerline of County Roads

DRAINAGE AND UTILITY EASEMENTS ARE
SHOWN THUS:



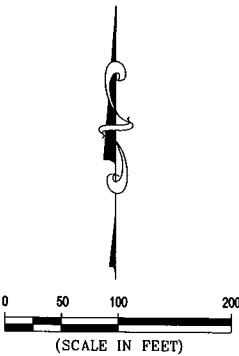
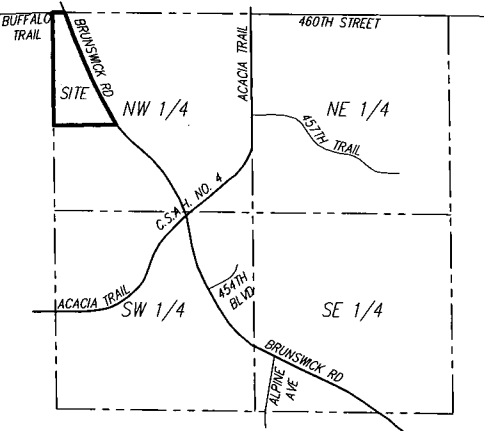
BEING 10 FEET IN WIDTH, AND ADJOINING ALL LOT
LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

PROPERTY DESCRIPTION

That part of the West Half of the Southwest Quarter of Section 17, Township 36, Range 22, Chisago County, Minnesota, described as follows:
Beginning at the northwest corner of said Northwest Quarter; thence South on the section line 91 rods 11 1/2 feet; thence east and parallel
with the south line of said Northwest Quarter to the centerline of Brunswick Road; thence northwesterly along said centerline to the north
line of said Northwest Quarter; thence west and along said north line to said point of beginning and there terminating.

VICINITY MAP

Section 17, T.36, R.22, Chisago County
"No Scale"



NOTE REGARDING HIGH WATER ELEVATION

A review of the topography of the area surrounding this plat boundary
reveals an overflow elevation across Buffalo Trail of approximately 1013.5
as shown hereon. Based on this elevation the highest anticipated water
elevation on the subject property is assumed to be 1013.5.

I hereby certify that this plan, specification, or report was prepared by me or under my
direct supervision and that I am a duly Licensed Land Surveyor under the laws of the
State of Minnesota.

Print Name: Kyle J. Roddy

License # 42627

Signature:

Date: 2/8/2024



324 Garfield St. South | Cambridge, MN 55008
763.219.1235 | LHBcorp.com

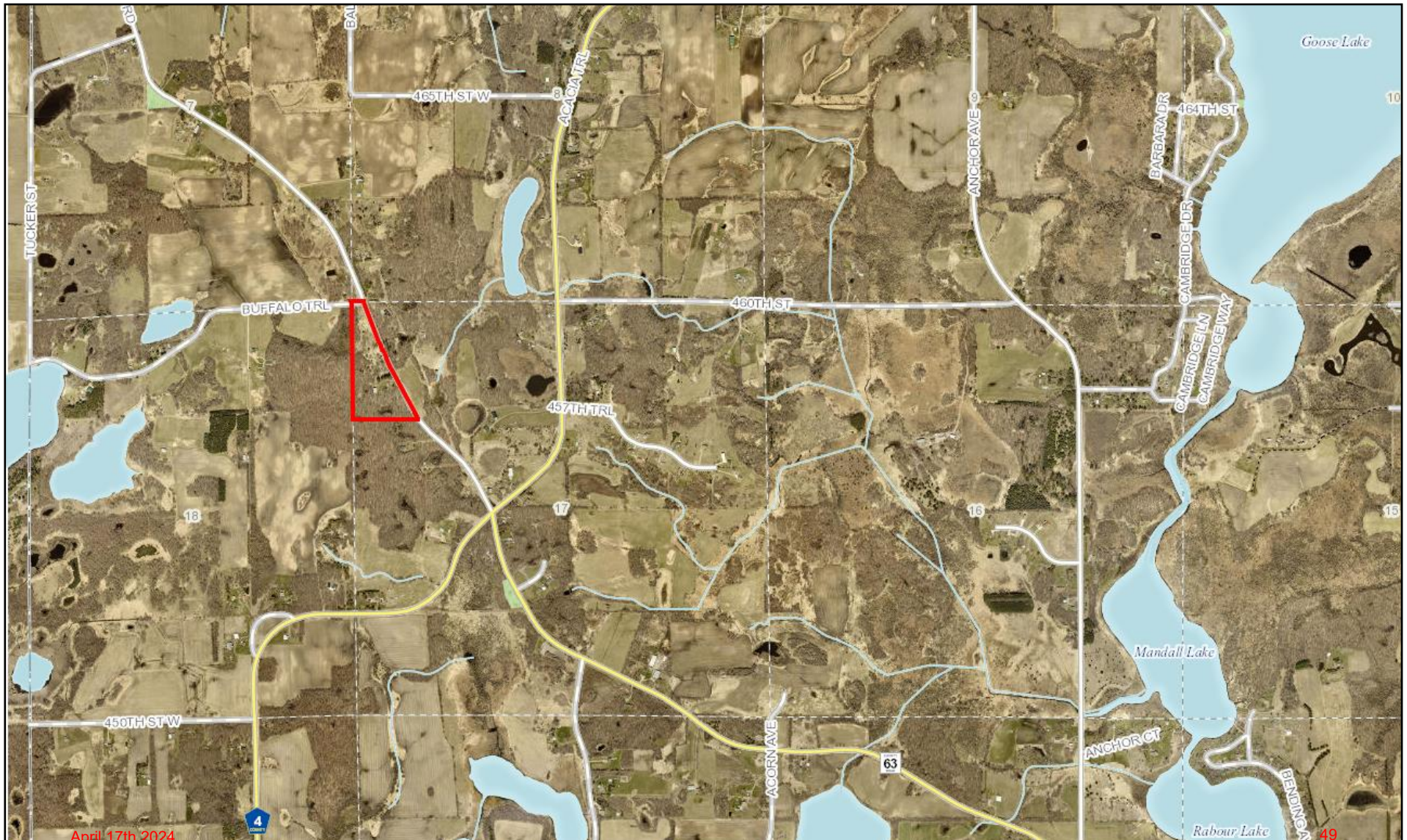
Christopher & Sarah Morrisette – Property owners Christopher & Sarah Morrisette are requesting approval of a Preliminary Plat involving the creation of two lots from a 16.4± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 45828 Brunswick Road in Fish Lake Township, S17, T36, R22 (PID 03.00212.00).

Morrisette Property - 



Christopher & Sarah Morrisette – Property owners Christopher & Sarah Morrisette are requesting approval of a Preliminary Plat involving the creation of two lots from a 16.4± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 45828 Brunswick Road in Fish Lake Township, S17, T36, R22 (PID 03.00212.00).

Morrisette Property - 



RESOLUTION NO. PC2024-0401

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF MORRISSETTE WOODLANDS**

WHEREAS, property owners Christopher Morrisette & Sarah Morrisette submitted an application dated received February 12, 2024 and considered complete on February 22, 2024 for the Preliminary Plat of Morrisette Woodlands; and

WHEREAS, the property owners wish to create two lots from the 16.40± acre subject site; and

WHEREAS, the subject site is located at 45828 Brunswick Road in Fish Lake Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 03.00212.00

That part of the West Half of the Northwest Quarter (W ½ of NW 1/4) of Section Seventeen (17), Township Thirty-six (36), Range Twenty-two (22), described as follows: Beginning at the Northwest corner of said Northwest Quarter (NW 1/4); thence South on the section line 91 rods 11 ½ feet; thence East and parallel with the South line of the NW 1/4 to the centerline of the so-called Brunswick road (now known as Chisago County Highway No. 4); thence Northwesterly along the centerline of said Brunswick road (County State Aid Highway No. 4) to a point 9 ½ rods East of the NW 1/4 of said Section 17; thence West along the North line of said Section 17 a distance of 5 ½ rods to the point of beginning and there to terminate.

WHEREAS, notice was provided and on April 4, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Morrisette Woodlands was generally consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Morrisette Woodlands is approved per plat drawing dated signed February 8, 2024. Any significant deviation from the approved plat drawing, except as noted herein (see condition no. 2 below) and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. Prior to the request for Preliminary Plat being presented to the Chisago County Board of Commissioners, the applicant shall provide the following items to the Department of Environmental Services:
 - a. A soils report indicating that an alternate septic site exists on proposed Lot 2, Morrisette Woodlands.

b. A corrected Preliminary Plat drawing showing:

- i. locations of soil borings for an alternate septic site on proposed Lot 2, Morrisette Woodlands;
- ii. accurate structural setback from Brunswick Road; and
- iii. accurate legal description for the subject site.

Only after the Department has verified the soils report and Preliminary Plat drawing corrections will the request for Preliminary Plat be presented to the Board of Commissioners for consideration.

- 3. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
- 4. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.
- 5. The wetland delineation submitted in conjunction with this request for Preliminary Plat must be verified by County staff prior to submission of request for Final Plat.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 4th day of March, 2024.

Chris DuBose _____
Eric Leivian _____
Jim McCarthy _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Jolene Wille
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: April 17, 2024	Item Number: 14
Title of Item for Consideration: Chisago County Singletrack Mountain Bike Course –Final Payment to Pathfinder Trail Building LLC & ARPA Funding Re-allocation Request	
Action Requested by: Kurt Schneider, Director Environmental Services	Department: Environmental Services/Parks
Previous Action on this Matter: On April 19, 2023, Pathfinder Trail Building LLC was awarded a competitively quoted Singletrack Mountain Bike Course project of up to \$184,500 in Ki-Chi-Saka Park. Staff was to direct planning and completion of the project with ARPA-0240 ENVS allocated funding.	
Background: Construction of ARPA-0240 ENVS Chisago County Singletrack Mountain Bike Course at Ki-Chi Saga Park began on November 13, 2023. The project benefited with favorable weather conditions concluding 2023 work on December 28th and commencing operations again in March 2024. Pathfinder construction elements of the project are now complete as of April 5, 2024. Total project costs include the previously paid Invoice #1 of \$91,611.33 and the now presented Invoice #2 of \$71,743.33 with a combined Pathfinder Trail Building LLC project total of \$163,354.66. Staff requests authorization to process and pay contractor invoice #00033-Invoice #2 as attached. Staff also request that the remaining budgeted balance of \$21,145.33 in ARPA-0240 ENVS Chisago County Singletrack Mountain Bike Course funds be allocated/reallocated within Ki-Chi-Saga Park ARPA projects as follows: 1. \$4,000 to retain with ARPA-0240 ENVS to direct towards a trail equipment shed and general trail equipment (<i>hand tools, trail maintenance equipment, wheel barrels, kiosk materials, signs, bike repair station, bike rack, backpack blowers</i>) 2. \$17,145.33 towards ARPA-0304 ENVS Ki Chi Saga Concession building for additional tile flooring, concession appliances, electric/utility connections, irrigation, additional concrete and finish site work/hydroseeding. Attachments: • Pathfinder Invoice #00033-4/7/2024	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Pathfinder Trail Building invoice #00033 and authorize the reallocation of unspent ARPA-0240 ENVS funds. The following motion is suggested: <i>“Move to approve ARPA-0240 ENVS payment for Chisago County Mountain Bike Construction Services Invoice #00033-4/7/2024 from Pathfinder Trail Building LLC. and to allocate \$17,145.33 in unspent ARPA-0240 ENVS Funds to ARPA-304 ENVS Ki Chi Saga Concession Building improvements and the remaining \$4,000 in ARPA-0240 ENVS Funds towards Mountain Bike Trail Equipment”</i>	
Implications of Action: Final project construction payment will be issued and the general equipment and improvements outlined in the requested re-allocation of unspent funds will be	

initiated. Staff will also be completing final project signage and kiosk installations and coordinating with stakeholders to schedule a grand opening/ribbon cutting in mid-May.

Budget/Financial Implications: The project construction costs are funded thru ARPA-0240-ENVS funds that are dedicated to this project. Full utilization of the remaining unspent funds will be expedited in accordance with ARPA expenditure requirements.

Legal/Policy Implications: This final payment for construction services is in accordance with the established development contract.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

INVOICE

Pathfinder Trail Building LLC

Lead, Never Follow

219 Indian Trail S
Afton MN 55001
507-226-3799
buck@pathfindertrailbuilding.com

INVOICE # 00033
DATE: 04/7/2023

TO Joseph Tart

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Adam Buck	Ki Chi Saga Park Project	On Receipt	On Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
` 151.50	Crew Rate - to completion	\$353.62 per hr	\$53,573.43
1 week	Skid Steer	\$1,500.00	\$1,500.00
1	Stone	Lump Sum	\$12,033.90
60	Tamarack	\$30.00 per board	\$1,800.00
1	Lumber and Hardware	Lump Sum	\$1,586.00
5	Culvert	250.00 per	\$1,250.00

SUBTOTAL

SALES TAX

TOTAL

\$71,743.33

THANK YOU FOR YOUR BUSINESS!

Chisago County Request For Board Action

Meeting Date: April 17, 2024	Item Number: 15
Title of Item for Consideration: We Are Water MN – Chisago County Agreements for Indoor and Outdoor Exhibits	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On November 15, 2023, the Chisago County Board of Commissioners approved the We Are Water MN Exhibit Host Agreement and accepted the \$10,000 grant award to implement events and activities for Chisago County residents that are designed to build relationships with and responsibilities to water. Chisago County will host the travelling exhibit from June 20 – August 12, 2024.	
Background: August 17, 2023, the Minnesota Humanities Center selected Chisago County to host the We Are Water MN exhibit from June 20 – August 12, 2024! Since the fall of 2022, Water Resources Staff and over ten collaborative partners worked together to submit a competitive application and participate in a semi-finalist in-person interview process to host the “We Are Water MN” traveling exhibit throughout Chisago County. It is an exciting opportunity for the county to expand our educational messaging, work with new partners, share stories, and find what we all have in common with water. Chisago County will host the travelling exhibit from June 20 – August 12, 2024. The indoor exhibits will be located at the North Branch Area Library and Chisago County Historical Society in Lindstrom. The outdoor exhibit will be located in the Lindström Memorial Park. Chisago County will host many events and activities for the We Are Water MN exhibit and up to date information on these programs will be posted on the county website located at: https://www.chisagocountymn.gov/1349/We-Are-Water-MN-Exhibit---June-20-to-Aug The next step is for the County to execute agreements between Chisago County and East Central Regional Library (North Branch Area Library), the Chisago County Historical Society, and the City of Lindström to host the indoor or outdoor We Are Water MN exhibits at those locations from June 20 – August 12, 2024. The following credit line is also required to accompany all exhibit advertisements, printed and visual materials: <i>We are Water MN is led by the Minnesota Humanities Center in partnership with the Minnesota Pollution Control Agency; the Minnesota Historical Society; the Board of Water and Soil Resources; the Minnesota Departments of Agriculture, Health, and Natural Resources; and University of Minnesota Extension.</i> <i>We are Water MN is funded in part with money from the Clean Water, Land, & Legacy Fund that was created with the vote of the people of Minnesota on November 4, 2008 and by the National Endowment for the Humanities.</i>	
Actions Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider authorizing execution and signature of the agreements between East Central	

Regional Library (North Branch Area Library), the Chisago County Historical Society, and the City of Lindström to host the indoor or outdoor We Are Water MN exhibits from June 20 to August 12, 2024. The suggested motion to approve this action is as follows:

“Move to Authorize the Environmental Services Director to negotiate, execute and administer on behalf of Chisago County individual agreements with East Central Regional Library (North Branch Area Library), the Chisago County Historical Society, and the City of Lindström to host the indoor or outdoor We Are Water MN exhibits from June 20 to August 12, 2024, as presented at tonight’s meeting:”

Implications of Action: Recommended Board action would authorize Chisago County to host the indoor or outdoor We Are Water MN exhibits from June 20 to August 12, 2024, at the North Branch Area Library, the Chisago County Historical Society, and Lindström Memorial Park.

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

Legal/Policy Implications: The County Board has the legal discretion to adopt the motion as presented. Adoption of the motion presented authorizes the Environmental Services Director to, on behalf of the County to enter into and bind the County to agreements with the East Central Regional Library (North Branch Area Library), the Chisago County Historical Society, and the City of Lindström

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: April 17, 2024	Item Number: 16
Title of Item for Consideration: 2023 Water Resources Programs and Annual Reports Presentation	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: Each year, Chisago County Water Resources staff compile information and data collected to develop annual reports for the county's water resources programs. These programs include Lake Water Quality Monitoring, Aquatic Invasive Species Prevention, and Chisago County Water Resources. Each spring, Water Resources staff provide a presentation to the County Board on the annual reports and water resources projects and programs. County water resources staff collaborate with many partners to achieve the water quality goals of Chisago County. These partners include area citizens, Chisago County, Chisago Lakes Lake Improvement District, Chisago Soil and Water Conservation District (LID), Comfort Lake-Forest Lake Watershed District, Lower St. Croix Comprehensive Watershed Management Plan Partners, Wild Rivers Conservancy, Minnesota Department of Natural Resources (DNR), National Park Service, Area Lake Associations (Center Lakes, Chisago-Lindstrom, Comfort Lakes, Green Lake, Goose Lake Landowners, Pioneer Lake and Rush Lake Improvement) and others.	
Background: Highlights from the 2023 programs are as follows: <u>Water Quality Monitoring</u> County and LID staff monitor 22 sites and volunteers monitor 9 sites in lakes located throughout Chisago County. County staff added South Chain Lake, as part of the northern lakes volunteer water quality monitoring program, to list of lakes monitored. Staff and volunteers monitor for chlorophyll, nitrogen, and phosphorus levels, along with color, invasive plants, physical condition, recreational suitability, temperature, and transparency. Trends show that water quality of most of the lakes are improving each year. <u>Aquatic Invasive Species (AIS) Prevention</u> The Chisago County AIS Program consists of watercraft inspections, enforcement, education and outreach, regional coordination, early detection, and rapid response. In 2023, 13 seasonal Watercraft Inspectors inspected 15,639 watercraft and completed 13 decontaminations of watercraft. Staff provided the AIS display and information at 24 community festivals and events educating 1,949 residents and children. County staff submitted 24 AIS social media posts. 70 volunteers participated in Zebra Mussel Watch and placed monitoring plates at their docks. Staff started a new Fall Dock and Lift Zebra Mussel Check program for lakeshore owners to search their docks and lifts at the end of the boating season and report to county staff any positive findings. The county surveyed 21 lakes and rivers for AIS and found zero new infestations for zebra mussels or spiny waterfleas in 2023! <u>Chisago County Water Resources</u> In 2023, the Chisago County Water Plan Policy Team developed a new Policies and Procedures document as part of the visioning process to restructure the Policy Team framework and future role	

of the Team. The Chisago County Children’s Water Festival celebrated their 21st anniversary. Jack Doepke with Chisago Lakes TV created a tribute video found at https://youtu.be/sSw7LH0Lw_M The MN Humanities Center also selected Chisago County to host the We Are Water MN travelling Exhibit this June 20 to August 12, 2024.

The county partnered with Wild Rivers Conservancy to identify and map roadside populations of invasive phragmites in Shafer, Stacy, and Taylors Falls and Amador, Shafer, Sunrise North, and South Townships and found no new populations of the invasive species. This completed the effort to map roadside populations of invasive phragmites in all cities and townships in the county. Resurvey work will begin in 2024.

Water Resources staff completed the following additional activities in 2023, including:

- Working with the County Sheriff’s Office to develop a Buoy and Sign Placement policy for the countywide Slow-No-Wake ordinance,
- Working with partners to develop a Shoreland Checklist for Lake Stewardship,
- Working with the county Sanitarian to apply and receive funding for the Replacing Failing Septic Systems to protect Groundwater grant,
- Implementing American Rescue Act Funded AIS Treatment and Education grants for lake associations, and
- Completing 62 total social media posts in 2023 page for residents to learn more about water quality projects, activities, and programs. (24 for AIS and 38 for Water Resources). Like us at Chisago County Water Resources!

Attachment(s):

- 2023 Water Resources Annual Reports Presentation

Action Requested/Recommended: The County Board is respectfully requested to accept the 2023 Water Resources Programs and Annual Reports Presentation. The following motion/s is suggested:

“Move to Accept the 2023 Water Resources Programs and Annual Reports Presentation.”

Implications of Action: None at this time.

Budget/Financial Implications: None at this time.

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

Administrator’s Recommendation

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

2023 Chisago County
Water Resources
Annual Reports

Lake Water Quality Monitoring
Aquatic Invasive Species Prevention
Chisago County Water Resources

1

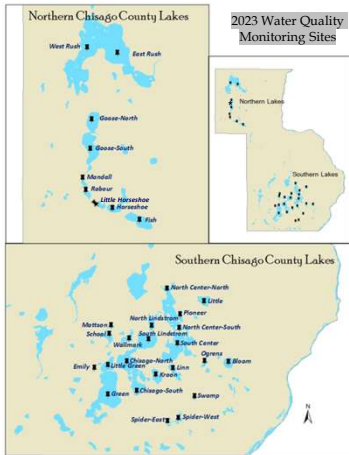


Chisago County Water Quality Monitoring Lakes

2

Water Quality Monitoring

- 22 Staff sites
- 8 Volunteers at 8 LID sites
 - Greg Anklan, Steven Bratrud, David Gerty, Eric Hughes, Scott Mower, Peter Storlie, Scott Thelen, and Bob Walkowaik
- 1 Volunteer at 1 Northern Lakes site (South Chain Lake)
 - Larry Benjamin
- Once per month
 - May – September
- Chlorophyll, Color, Invasive Plants, Nitrogen, Phosphorus, Physical Condition, Recreational Suitability, Temperature & Transparency



The maps illustrate the distribution of water quality monitoring sites in Chisago County, Minnesota. The top-left map, titled 'Northern Chisago County Lakes', shows sites in West Rush, East Rush, Mason-North, Mason-South, Mendall, Redeur, Little Housheer, Housheer, and Fish. The top-right map, titled '2023 Water Quality Monitoring Sites', shows the locations of Northern Lakes and Southern Lakes sites across the state of Minnesota. The bottom map, titled 'Southern Chisago County Lakes', shows sites in North Center-North, Little, Pioneer, McKinnon, North Center-South, North Center, South Center, O'Brien, Bloom, Chicago-North, Chicago-South, Green, Ocean, Chicago-East, Spiller-East, Spiller-West, and Spiller-South.

- 3



4

AIS Prevention, Early Detection, Rapid Response

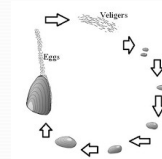
- Inspection and prevention most important
- Water Monitoring Video for Chisago Lakes Chain of Lakes Watershed
- <https://www.youtube.com/watch?v=oAyrGsPx3GA>



5

Zebra Mussel Veliger & Spiny Water Flea Monitoring

- Zebra Mussels
 - Microscopic, free-living larvae
 - Form shells
- Spiny Waterfleas
 - Eat native fish food
 - Form clumps on fishing line
- Lakes & rivers monitored
 - Comfort, Fish, Horseshoe, Kroon, Little, Little Green, North Center, North Goose, Rush, South Lindstrom, Spider, Sunrise River at Kost Dam, St. Croix Interstate Park



6

Zebra Mussel Watch Program

- 70 volunteers installed monitoring plates on their docks
- Lakes monitored:
 - Chisago, Fish, Green, Horseshoe, Kroon, Little, Little Green, Little Horseshoe, Mandall, North & South Center, North & South Goose, North & South Lindstrom, Rabour, Spider, and East & West Rush Lakes.
- Volunteers observed **NO** zebra mussels



7

Fall Zebra Mussel Check

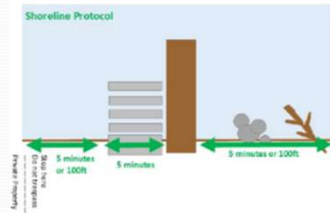
- Fall Dock and Lift Zebra Mussel
 - Staff developed a new program for lakeshore owners to check their docks and lifts
 - No reports of zebra mussels
- Public Access Dock Check
 - Accesses monitored: Chisago/South Lindstrom, Comfort, East/West Rush, Fish, Goose, Green, Horseshoe, Kroon, Little, Little Green, North/South Center
 - No new zebra mussel sightings in Chisago County (Comfort Lake infested 2017)



8

Water Access Monitoring Program

- Monitored for new AIS infestations at public water accesses
- AIS Specialist and Watercraft Inspectors
- Followed shoreline protocol
- Monitored **16** lakes:
 - Chisago/North & South Lindstrom, Comfort, Fish, Goose, Green, Horseshoe, Kroon, Little, Little Green, Little Horseshoe, North & South Center, Rabour, Spider, East & West Rush Lakes
- **NO** new observations of AIS



9

Communication and Education

- AIS Outreach:
 - 24 AIS events
 - 1,950 residents reached
 - 550 children educated
- Handouts at boat launches, community festivals and 6 bait shops
- Display at 14 festivals
- Information at 3 parades
- Presentation to 4 community groups
- Aquatic Plant Scientist and Boat Invaders sessions at Children's Water Festival and Isanti Conservation Day



10

Boater Appreciation Day

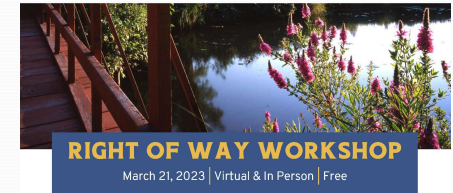
- June 17-18th, 2023
- Educate boaters on the current AIS laws and how to prevent the spread of invasive species
- As a thank you, educational materials and handouts were given to boaters



11

AQUATIC INVASIVE SPECIES PREVENTION WORKSHOP

- March 21st, 2023:
 - Wild Rivers Conservancy, with partners in MN & WI
- 25 participants learned about purple loosestrife, wild parsnip, invasive phragmites, spotted knapweed, and roundleaf bittersweet
- Best management practices
- Permits required
- Treatments options to reduce infestations



12

Starry Trek

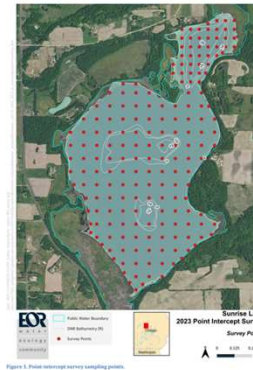
- August 19, 2023:
 - Wild Rivers Conservancy, Minnesota Aquatic Invasive Species Research Center, U of M Extension
 - Invasive algae found in MN in 2015
 - 11 volunteers searched 12 lakes for starry stonewort and other invasive species
 - Volunteers did not find starry stonewort



13

Aquatic Plant Point-Intercept Surveys

- Lakes Surveyed in 2023:
 - Sunrise

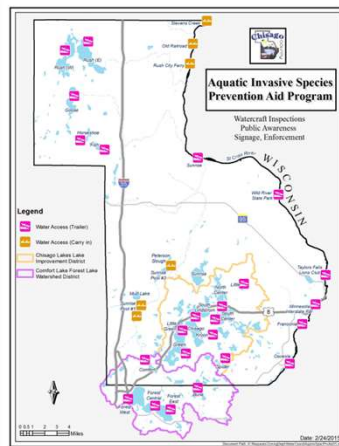
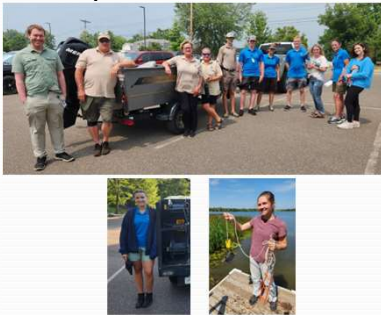


- Methodology
 - Frequency of occurrence
 - Track trends over time
 - Compare areas within lakes
- Floristic Quality Index

14

Aquatic Invasive Species Prevention

- Watercraft Inspections
 - Chisago & Northern Washington Counties
 - 24 Accesses



15

Aquatic Invasive Species Prevention

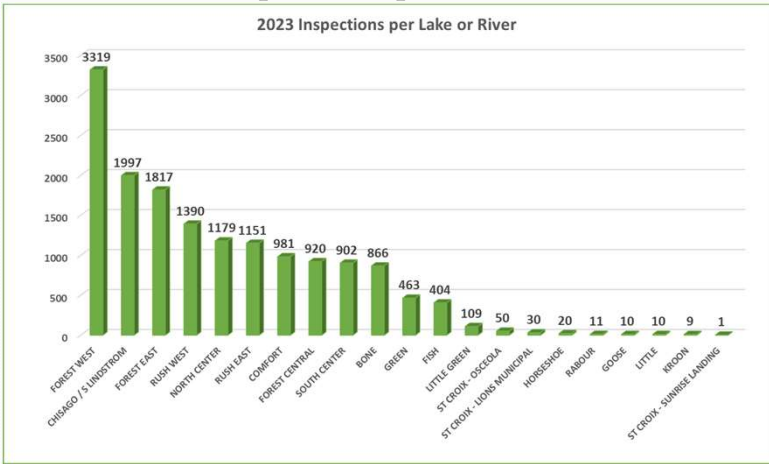
- 15,639 Watercraft Inspections



16

Aquatic Invasive Species Prevention

• Watercraft Inspections per Lake or River

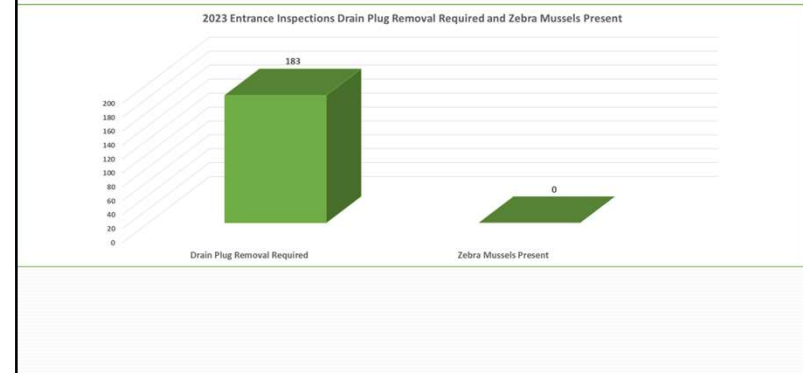


17

Aquatic Invasive Species Prevention

• Entrance Inspections

• Zebra Mussels and Drain Plug Removal



18

Aquatic Invasive Species Prevention

• Exit Inspections

• Zebra Mussels Present



19

Decontamination Blitz

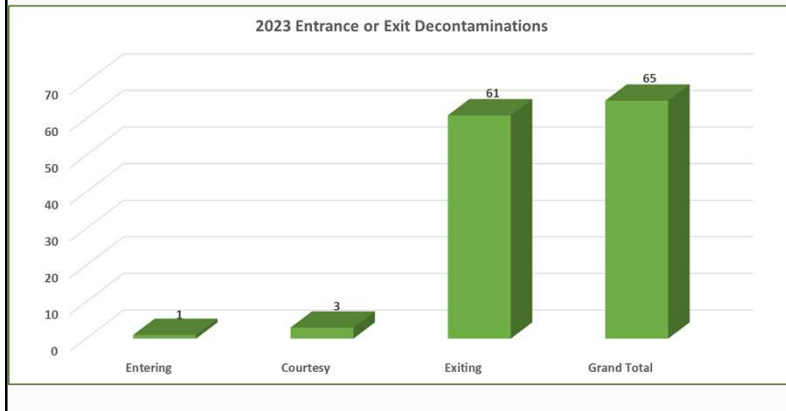
- August 18–20th, 2023
- Partners
 - Chisago County
 - Wild Rivers Conservancy
 - Minnesota Department of Natural Resources
- Stationed at public water accesses along the St. Croix River



20

Aquatic Invasive Species Prevention

- 65 Total Watercraft Decontaminations
 - 52 Exiting Decontaminations completed by DNR Watercraft Inspectors



21

Aquatic Invasive Species Prevention

- Enforcement Inspections



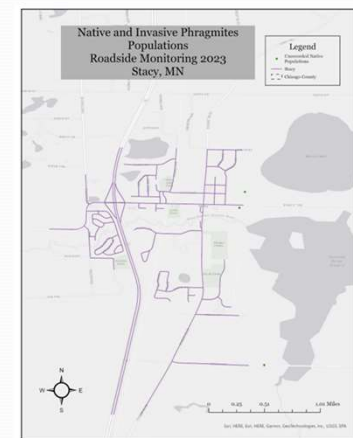
22

Chisago County Water Resources

23

Invasive Phragmites Planning and Surveys

- Planning Team:
 - Starting in February 2022
 - Meets monthly to identify, map and implement treatment strategies
- Surveys:
 - Partnership with Wild Rivers Conservancy
 - Roadside populations identified & mapped
 - Shafer, Stacy, Taylors Falls
 - Amador, Shafer, Sunrise North and South Townships
 - Zero new invasive populations



24

Slow-No-Wake Ordinance

- Approved in 2015
- Temporarily restricts boat speeds within 300 feet of shore during high water for lakes that exceed OHW
- Permanently restricts boat speeds in many channels
- Fish, Goose, Horseshoe, Little, Rush, School, Wallmark under restrictions in 2023
- Restrictions are posted on the Chisago County website at www.chisagocountymn.gov/347/Lake-Levels
- New Buoy and Sign Placement policy

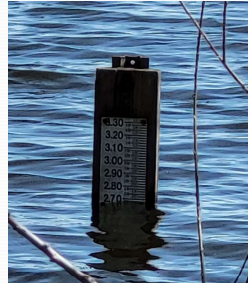
Slow-No-Wake Ordinance Restrictions (temporarily restricts boat speeds within 300 feet of shore during high water conditions)

Slow-No-Wake Restrictions

Slow-No-Wake Ordinance Restrictions (temporarily restricts boat speeds within 300 feet of shore during high water conditions)

LAKE	NOTES
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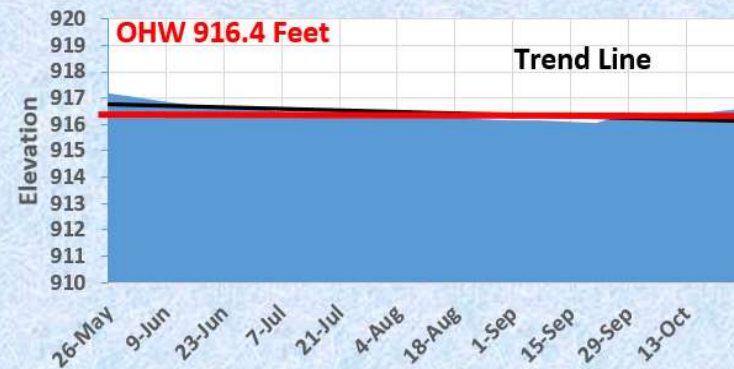
School	January 2nd	Slow-No-Wake restrictions in effect.
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25

Lake Level Monitoring

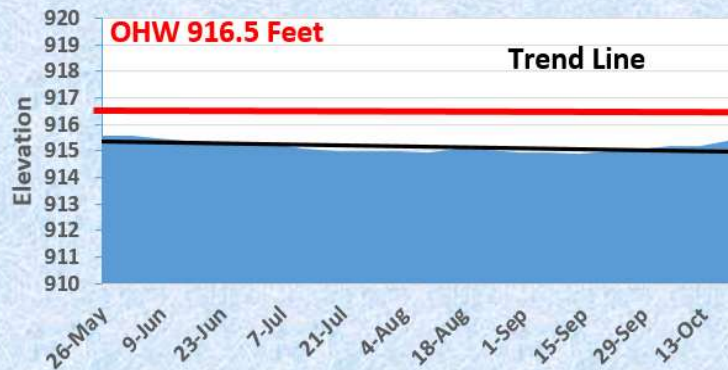
2023 Fish Lake Levels



26

Lake Level Monitoring

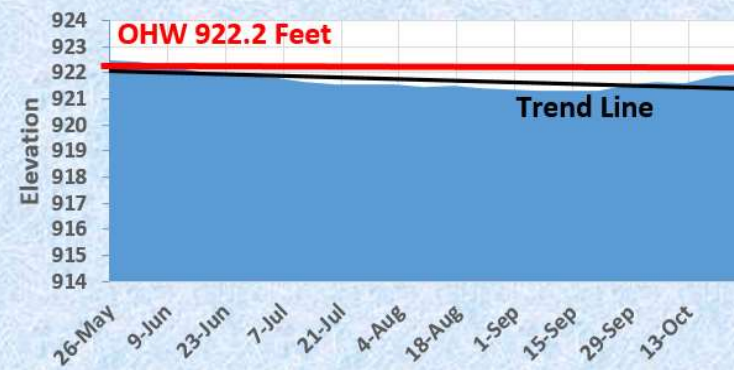
2023 Goose Lake Levels



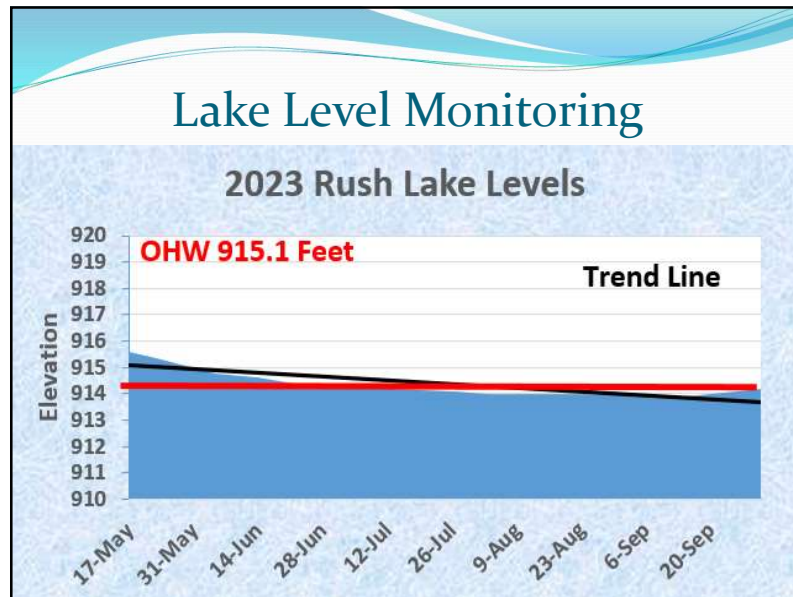
27

Lake Level Monitoring

2023 Horseshoe Lake Levels



28



29

21st Annual Children's Water Festival

21 Years Strong ~ Thank You for Your Efforts.

- View the 21st Annual video produced by Jack Doepeke with Chisago Lakes TV
https://youtu.be/sSw7LH0Lw_M

30

Education and Partnerships

- Developed Shoreland Checklist for Lake Stewardship
- Presentations to community groups, including:
 - Workshop on the Water
 - Local Governments Forum
- Worked with SWEEP (St. Croix Watershed Environmental Education Partnership)
 - Inclusive, Accessible Outdoors event

Chisago County Shoreland Checklist for Lake Stewardship

The Chisago County Environmental Services Office administers the zoning ordinance, solid waste ordinances, shoreland ordinance, septic ordinance, the Wetland Conservation Act, and the Prohibited Animals Ordinance.

The department also enforces Minnesota state building codes, coordinates recycling, household hazardous waste, and water resources programs, and provides education and information for all of the above.

Shoreland Zoning and Permits	1
Septic Systems	2
What Can I Do on My Shoreland Property?	2
What Permits Are Required?	2
Important Water Protection Resources	4
Chisago County Frequent Contact Information	6

Erosion may be accelerated by activities such as boat wakes or high waves during storms. Each year erosion causes the loss of valuable shoreline property. Control the vessel shoreline lacking vegetation (erosion of plants) with the well-vegetated, wooded shoreline in the distance.

This guide can also be found online at www.chisagocountymn.gov/382/Shoreland

Production Credits:
Revised Content: Bana Waters and Chisago County Environmental Services
Design: Anna Jones, Evergreen Graphic Design and Barbara Hocking

31

We Are Water MN Exhibit

- Chisago County selected to host We Are Water MN travelling Exhibit
 - June 20 – August 12, 2024!
- Indoor exhibit locations:
 - North Branch Area Library
 - Chisago County History Center
- Outdoor location – TBD
- Stay tuned for special events!
- <https://www.chisagocountymn.gov/1349/We-Are-Water-MN-Exhibit>

The traveling exhibit and We Are Water MN program is administered through the Minnesota Humanities Center.
<https://www.mnhum.org/program/we-are-water-mn/>

32

Grant Awards and Activities

- Replacing Failing Septic Systems to Protect Groundwater Grant
 - County received MPCA grant to fix or upgrade septic systems. Promotion in 2024
- Water Resources received ARPA funding for projects, including:
 - Implement Northern Lakes Volunteer Water Quality Monitoring
 - Provide AIS Treatment and Education grants for lake associations



33

Chisago County Water Plan Policy Team

- Since 1998 has set county watershed priorities
- Nine members
 - Five Citizen At-Large
 - Policy and Technical Team
- Since 2017, provided recommendations to County Board for new Comprehensive Watershed Management Plan and County Appendix
- New Team Policies & Procedures in 2023 and County Board resolution

CHISAGO COUNTY
APPENDIX TO THE
LOWER ST. CROIX
RIVER
COMPREHENSIVE
WATERSHED
MANAGEMENT
PLAN

July 17, 2020



34

One Watershed One Plan (iWiP)

- January 18, 2017 County Board resolution
- Local Government Units develop a new watershed-based management plan
- Basin-wide priorities and goals
- November 18, 2020 County Board approved 10-year Comprehensive Watershed Management Plan & County Appendix
- Lower St. Croix Partners received over \$1 million for projects in 2023 and 2024
- Lower St. Croix Partnership held two workshops for community leaders and provided education in 2023
- Partnership 2023 Education Video
 - <https://youtu.be/uoQnnueiG64>



35

Chisago County Water Resources Facebook Page

- @ChisagoCountyWaterResources
- Upcoming water related activities, recent projects and programs in the Chisago County
- How to protect water quality in Chisago County
- 62 Total Posts:
 - 24 AIS
 - 38 Water Resources



36



Thank you

Copies of the report are
available at:

<https://www.chisagocountymn.gov/364/Water-Resources-Annual-Reports>

We look forward to
working with you
in 2024!

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 17
Title of Item for Consideration: Report and Recommendations from the April 10, 2024, Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	Department: County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its committees or individual members.	
Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its April 10th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations: <u>Current Year-to-Date Financial Update:</u> The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. <i>The Committee recommended accepting the reports.</i> <u>2025 Budget 'Kick-Off' and Schedule:</u> County Administrator Burnham presented to the Committee the 'County Values' Budgeting guidelines and the proposed 2025 Budgeting schedule. The Committee recommended approval. <u>ARPA – Broadband Grant Request – Midco:</u> County Administrator Burnham presented the recently received ARPA Broadband Grant from Midco. The Committee recommended <u>to fund the request using \$200,000 of ARPA Revenue Replacement Funds.</u> <u>ICS – Capital Building Planning Professional Services Contract:</u> County Administrator Burnham and Kristin Duerr from ICS presented the Capital Building Planning Profession Services Contract with ICS. The Committee recommended funding request. <u>Sheriff Office Discussion:</u> Sheriff Thyen and Chief Deputy Wood discussed the following with the Committee; • Office of Traffic Safety TZD Deputy Position • Public Safety Funds Expenditure – SIGMA Tactical Wellness • CCSO Snowmobile The Committee recommended funding the position using the grant funds from the state of MN, the SIGMA Tactical Wellness program using Chisago County Public Safety Funds, and the purchase of a new snowmobile using restricted Sheriff funds.	

Construction Program Funding:

County Engineer Triplett presented the Committee with the 2025 Public Works construction program and the recommended funding options. *No action taken at the time.*

Baker Tilly Engagement Letter:

County Administrator Burnham and County Auditor-Treasurer Konrad discussed the changes in the Baker Tilly Engagement letter with the Committee. The Committee recommended approval of the engagement letter.

SWCD Termination of Building Lease:

County Administrator Burnham and SWCD District Administrator Mell discussed the recent termination of the SWCD Building lease and potential County building space for SWCD, UMN Extension and USDA NRCS. *This was just for information at the time.*

SWCD Rain Gardens at Chisago County Government Center:

County Administrator Burnham discussed the offer from CC SWCD to rehab and overhaul the Center City Government Center Rain Gardens and a new 10-year contract. The Committee recommended approval of the proposed work and new contract.

Attachment:

- April 10th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the April 10th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

“Move to accept the April 10th Budget and Finance Report.”

And

“Move to approve the proposed 2025 Budgeting schedule.”

And

“Move to approve the ARPA Broadband request from Midco using \$200,000 ARPA Revenue Replacement funds.”

And

“Move to approve the proposed contract with ICS and to fund the contract from ARPA Revenue Replacement funds.”

And

“Move to approve using the grant funds from the state of MN, the SIGMA Tactical Wellness program using Chisago County Public Safety Funds, and the purchase of a new snowmobile using restricted Sheriff funds.”

And

“Move to approve the engagement letter with Baker Tilly.”

And

“Move to approve the overhaul and rehab of the Chisago County Government Center Rain Gardens with SWCD.”

Implications of Action: County Board consideration and approval at tonight’s meeting will allow the County to continue with its various financial planning and budgeting activities.

Budget/Financial Implications: Tonight’s recommended actions may approve certain specific expenditures. Tonight’s actions may also have implications for future county budgets.

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

Administrator’s Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA



Wednesday, April 10, 2024

3:00 PM • Boardroom

Chisago County Government Center, 313 N. Main St., Center City, MN 55012

PROPOSED AGENDA

- I. Current Year-to-Date Financial Update
 - a. Operating Budget Activity (P&L)
 - b. Cash Flow Considerations (CF)
 - c. Monthly-to-Annual Payroll Assessment
 - d. Local Option Sales Tax and Wheelage Tax Update
 - e. ARPA Budget to Actual Report
 - f. Investment Graphs
 - g. Larkin Hoffman Budget Adjustment Request
- II. Monthly Current County Staffing Update
- III. 2025 Budget 'Kick-Off' and Schedule
 - a. 'County Values' Budgeting
- IV. ARPA – Broadband Grant Request – Midco
- V. ICS – Capital Building Planning Professional Services Contract
- VI. Sheriff Office Discussion (PLACEHOLDER)
 - a. Office of Traffic Safety TZD Deputy Position
 - b. Public Safety Funds Expenditure – SIGMA Tactical Wellness
 - c. CCSO Snowmobile
- VII. Construction Program Funding – Public Works (PLACEHOLDER)
- VIII. Baker Tilly Engagement Letter
- IX. SWCD Termination of Building Lease
- X. SWCD Rain Gardens at Chisago County Government Center
- XI. Other B/F Items

FUTURE ITEMS THAT NEED ATTENTION

- 2025 County Levy, Budget, and Capital Improvement Program
- County Vehicle Leases

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 03/31/2024
25% OF YEAR COMPLETE

TAB I

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
GENERAL FUND					
Board of Commissioners	\$ 208,024	\$ 208,024	\$ 99,562	48%	2024 AMC & MICA Dues
District Court	212,500	212,500	45,495	21%	
Law Library	30,000	162,368	7,662	5%	Restricted
County Administrator	83,200	83,200	32,394	39%	HUB Q1 Fee, 2024 AMC Dues
Auditor-Treasurer	28,065	28,065	2,476	9%	
Audit	110,000	110,000	8,156	7%	
Assessor	79,850	79,850	9,231	12%	
Enterprise Services	4,182,484	4,182,484	959,477	23%	
Central Services	110,750	110,750	16,736	15%	
Elections	116,500	277,904	58,334	21%	
				42%	Contract Employee - offset in Salaries & Benefits
County Attorney	92,550	92,550	38,870		
County Attorney Forfeiture	-	34,998	-	0%	Restricted
Recorder	17,950	17,950	6,940	39%	1st Half Title Examiner Fee
Recorder Compliance/Technology	1,500	2,207,802	64,405	3%	Restricted
Maintenance	1,008,089	1,008,089	169,234	17%	
Planning & Zoning	291,500	291,500	50,320	17%	
General Government	1,287,695	1,403,150	983,264	70%	2024 General Liability Insurance
					Retiree Payouts: \$102k Actual vs. \$274k Budget
Contingency	100,000	225,630	-	0%	
Sheriff	930,521	930,521	171,926	18%	
Sheriff Forfeitures	-	29,484	17,764	60%	Restricted
Boat & Water	-	-	-	0%	Restricted
Sheriff's Reserve	-	9,824	3,430	35%	Restricted
Snowmobile Safety	-	-	-	0%	Restricted
Sheriff's Contingency	-	6,253	-	0%	Restricted
Gun Permits	-	137,549	2,770	2%	Restricted
Project Lifesaver	-	5,986	-	0%	Restricted
Public Safety Grants	161,500	1,256,181	19,261	2%	Restricted
Coroner	153,159	153,159	38,267	25%	
County Jail	742,650	742,650	125,358	17%	
Jail Canteen	-	181,516	35,456	20%	Restricted
Probation & Parole	131,006	131,006	15,563	12%	
Emergency Management	33,374	33,374	31,488	94%	2024 CODERED
E-911	162,000	630,248	-	0%	Restricted
Controlled Substances - Share of Fines	-	298	-	0%	Restricted
Historical Society	40,000	40,000	20,000	50%	1st Half Allocation
Regional Library	778,495	778,495	389,247	50%	1st Half Allocation
Parks	137,000	137,000	12,041	9%	
County Agricultural Society	16,000	16,000	8,000	50%	1st Half Allocation
County Extension Services	141,200	141,200	9,624	7%	
Soil & Water	200,000	200,000	100,000	50%	1st Half Allocation
Water Quality Grant	80,900	361,139	2,214	1%	Restricted
Sewer Grants	-	45,494	17,690	39%	Restricted
Wetland Grant	5,000	5,000	5,672	113%	Restricted - has offsetting revenue
Watercraft Inspection	86,100	211,661	730	0%	Restricted
Economic Development	47,000	47,000	-	0%	
TOTAL GENERAL FUND	\$ 11,806,562	\$ 16,967,852	\$ 3,579,057	21%	
ROAD AND BRIDGE FUND					
Surveyor	\$ 5,050	\$ 5,050	\$ 7,634	151%	Annual Reg Fee
Highway Administration	33,600	33,600	7,364	22%	Annual Dues
Highway Engineering	2,956,450	2,956,450	436,638	15%	
Highway Construction	12,940,000	14,240,000	1,413,881	10%	
Highway Maintenance	3,033,550	3,033,550	298,185	10%	
Equipment Maintenance/Shop	932,200	932,200	209,951	23%	
Traffic Operations	437,500	437,500	12,626	3%	
TOTAL ROAD AND BRIDGE FUND	\$ 20,338,350	\$ 21,638,350	\$ 2,386,279	11%	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 03/31/2024
25% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
HEALTH AND HUMAN SERVICES					
Veterans Service	\$ 37,150	\$ 37,150	\$ 8,256	22%	
Income Maintenance	792,045	1,070,889	233,545	22%	
Social Services	3,794,095	4,032,942	852,946	21%	
Public Health Nursing	332,030	332,030	83,266	25%	
<i>Opioid Settlement</i>	-	618,129	-	0%	<i>Restricted</i>
TOTAL HEALTH AND HUMAN SERVICES	\$ 4,955,320	\$ 6,091,140	\$ 1,178,013	19%	
BUILDING FUND					
General Government	\$ 83,602	\$ 153,671	\$ 83,602	54%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	
TOTAL BUILDING FUND	\$ 83,602	\$ 170,671	\$ 83,602	49%	
CAPITAL EQUIPMENT FUND					
Administration	\$ 9,055	\$ 36,567	\$ 25,317	69%	
Armer Radio - Replacement Fund	-	328,580	-	0%	
Auditor-Treasurer & Elections	65,500	160,911	-	0%	
Enterprise Servcies	587,800	974,791	188,574	19%	
HHS	-	80,000	-	0%	
Facilities/Maintenance	806,086	891,019	78,654	9%	
Other General Government (<i>Unallocated</i>)	-	56,901	-	0%	
Sheriff	548,617	771,391	465,064	60%	
Emergency Management	9,295	9,295	-	0%	
Highway	905,500	1,583,756	406,225	26%	
Environmental Services/Parks	361,500	361,500	-	0%	
TOTAL CAPITAL EQUIPMENT FUND	\$ 3,293,353	\$ 5,254,711	\$ 1,163,834	22%	
SOLID WASTE FUND					
Score Grant Fund	\$ 271,900	\$ 271,900	\$ 21,688	8%	
HHW Operations	443,430	907,467	54,911	12%	
TOTAL SOLID WASTE FUND	\$ 715,330	\$ 1,179,367	\$ 76,599	6%	
PARK ACQUISITION & IMPROVEMENT FUND					
Park Acquisition & Improvement Fund	\$ -	\$ -	\$ 337,456	0%	
PARK ACQ & IMPROVEMENT FUND	\$ -	\$ -	\$ 337,456	0%	
LAKE IMPROVEMENT DISTRICT MAINTENANCE					
Lake Improvement District Maintenance	\$ 196,000	\$ 196,000	\$ 23,478	12%	
TOTAL LAKE IMPV DISTRICT MAINT	\$ 196,000	\$ 196,000	\$ 23,478	12%	
DEBT SERVICE FUND					
Road Debt	\$ 2,108,019	\$ 2,108,019	\$ 1,775,605	84%	Principal + Interest
HHS Debt	260,781	260,781	231,575	89%	Principal + Interest
Library Debt	474,075	474,075	425,945	90%	Principal + Interest
Jail Debt	1,057,731	1,057,731	796,299	75%	Principal + Interest
Business Park Bonds	244,440	244,440	190,240	78%	Principal + Interest
Capital Projects	628,684	628,684	526,219	84%	Principal + Interest
TOTAL DEBT SERVICE FUND	\$ 4,773,730	\$ 4,773,730	\$ 3,945,883	83%	
TOTAL ALL FUNDS	\$ 46,162,247	\$ 56,271,821	\$ 12,774,201	23%	

SALARIES AND WAGES

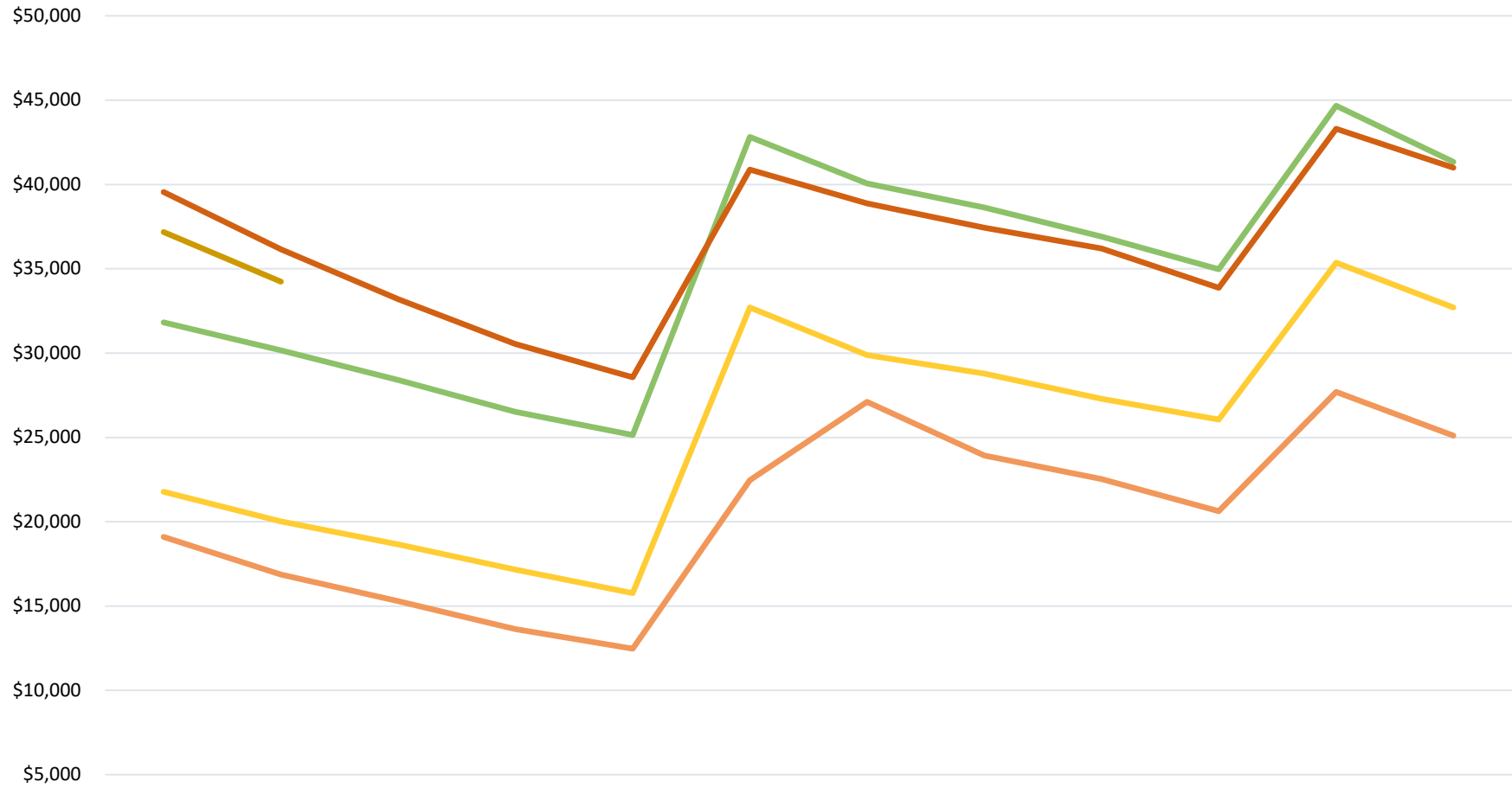
BUDGET VS ACTUAL

AS OF 03/31/2024

25% OF YEAR COMPLETE

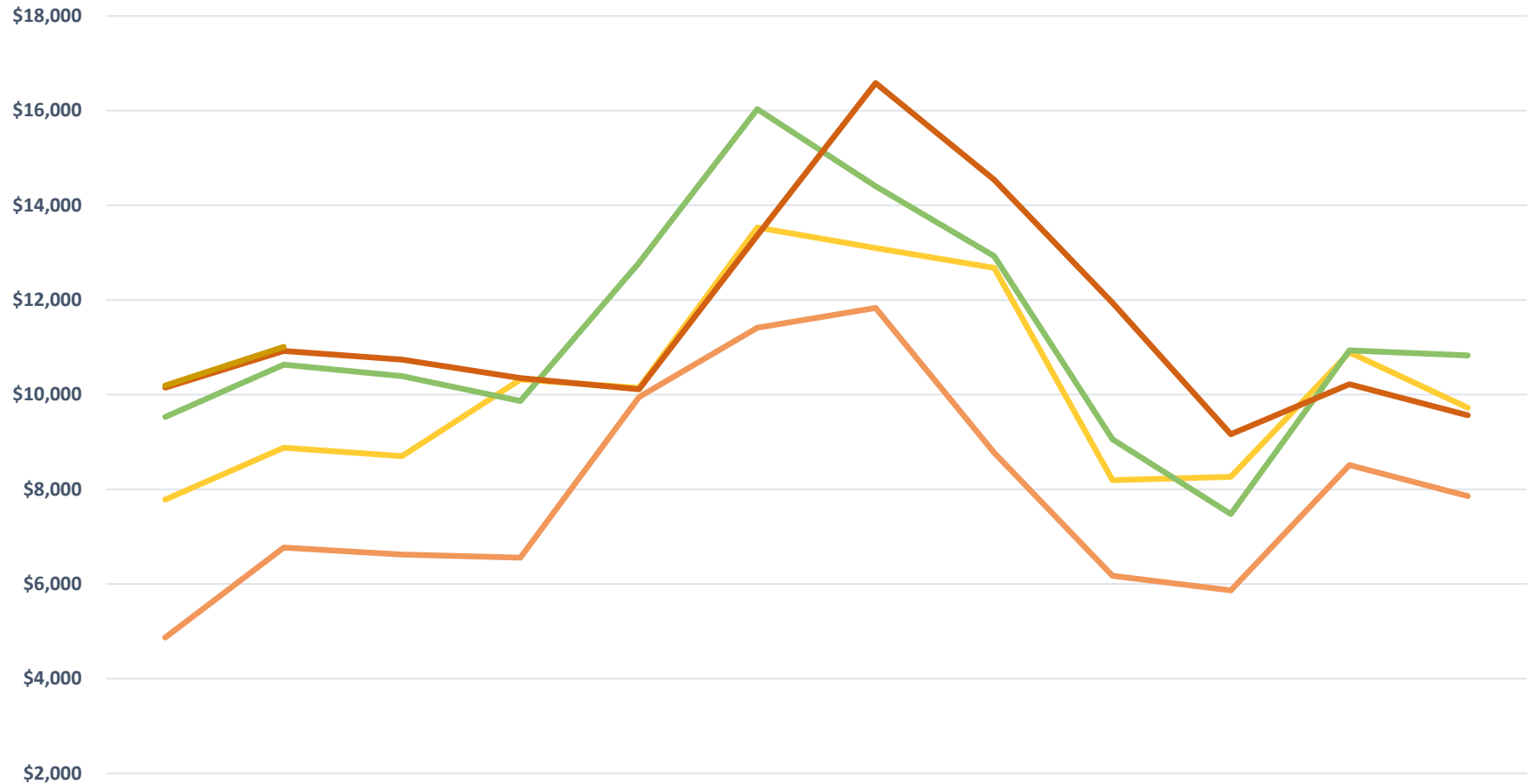
	Adopted Budget	Actual	% of Budget
GENERAL FUND			
Board of Commissioners	\$ 230,108	\$ 65,352	28%
Law Library	10,514	1,725	16%
County Administrator	1,028,189	231,783	23%
Auditor-Treasurer	823,213	199,119	24%
Assessor	986,228	245,271	25%
Enterprise Services	2,153,925	509,025	24%
Elections	37,386	2,537	7%
County Attorney	2,832,540	611,864	22%
Recorder	346,477	67,011	19%
Maintenance	661,442	144,977	22%
Planning & Zoning	1,117,645	272,227	24%
Sheriff	7,297,256	1,761,613	24%
County Jail	4,324,033	1,090,931	25%
Probation & Parole	1,320,479	301,857	23%
Emergency Management	118,053	31,141	26%
Parks	465,220	76,929	17%
Water Quality Grant	118,293	33,138	28%
Wetland Grant	113,352	27,888	25%
Watercraft Inspection	229,223	21,683	9%
TOTAL GENERAL FUND	\$ 24,213,576	\$ 5,696,071	24%
ROAD AND BRIDGE FUND			
Surveyor	\$ 168,442	\$ 40,727	24%
Highway Administration	390,743	101,733	26%
Highway Engineering	1,069,593	259,997	24%
Highway Maintenance	1,961,065	468,912	24%
Equipment Maintenance/Shop	487,335	157,841	32%
Traffic Operations	209,075	55,805	27%
TOTAL ROAD AND BRIDGE FUND	\$ 4,286,253	\$ 1,085,015	25%
HEALTH AND HUMAN SERVICES			
Veterans Service	\$ 220,212	\$ 52,362	24%
Income Maintenance	3,110,312	771,650	25%
Social Services	7,423,133	1,779,825	24%
Public Health Nursing	1,888,620	433,321	23%
TOTAL HEALTH AND HUMAN SERVICES	\$ 12,642,277	\$ 3,037,158	24%
SOLID WASTE FUND			
Score Grant Fund	\$ 61,067	\$ 14,787	24%
HHW Operations	186,746	40,720	22%
TOTAL SOLID WASTE FUND	\$ 247,813	\$ 55,507	22%
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	\$ 169,330	\$ 40,667	24%
TOTAL LAKE IMPV DISTRICT MAINT	\$ 169,330	\$ 40,667	24%
TOTAL ALL FUNDS	\$ 41,559,249	\$ 9,914,418	24%

GENERAL FUND BALANCE BY MONTH 2020 - 2024



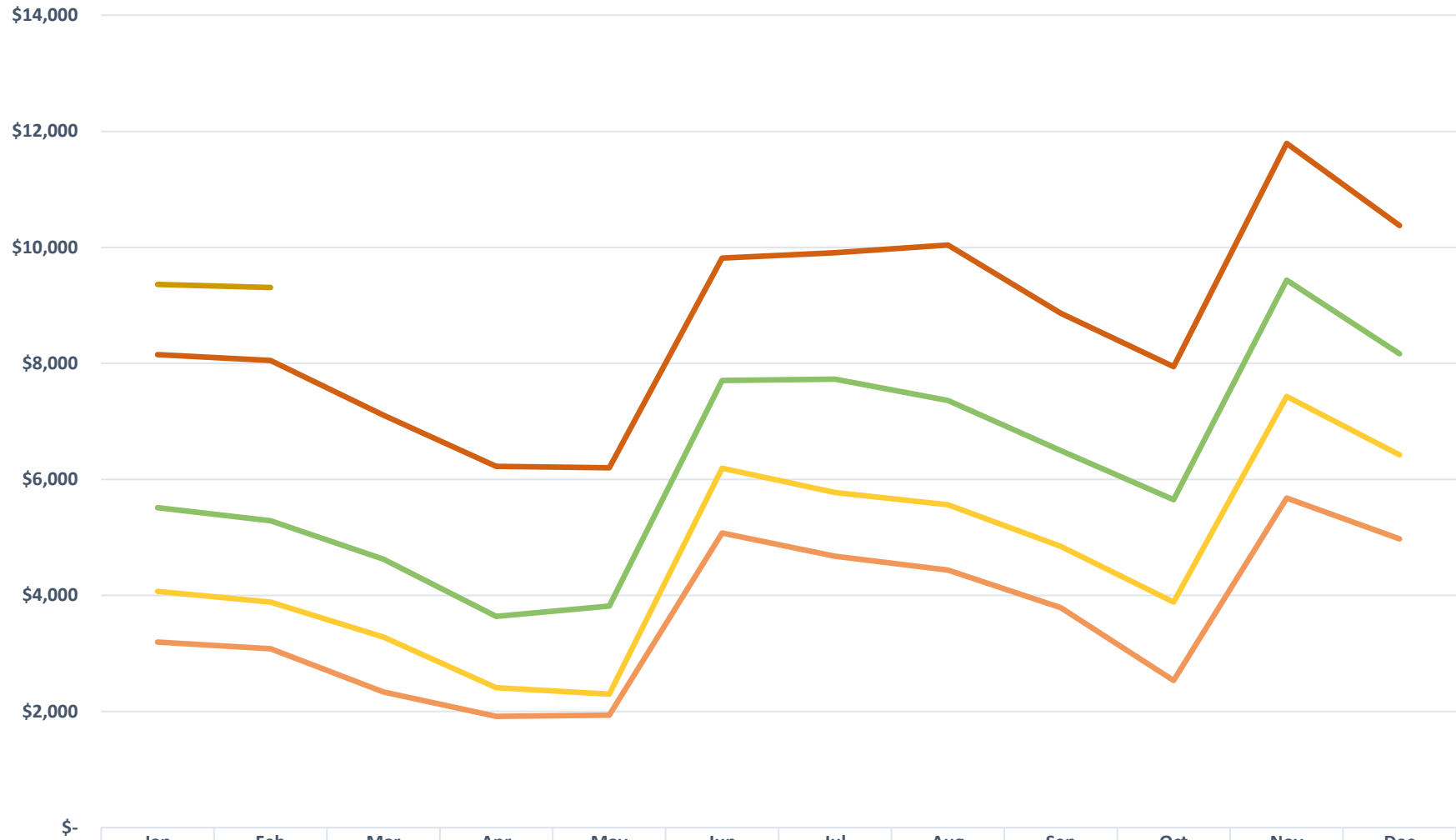
\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$19,092	\$16,873	\$15,291	\$13,634	\$12,472	\$22,462	\$27,108	\$23,919	\$22,522	\$20,619	\$27,698	\$25,101
2021	\$21,774	\$20,019	\$18,660	\$17,164	\$15,767	\$32,710	\$29,891	\$28,791	\$27,296	\$26,067	\$35,360	\$32,704
2022	\$31,823	\$30,169	\$28,401	\$26,522	\$25,144	\$42,821	\$40,066	\$38,629	\$36,901	\$34,966	\$44,667	\$41,343
2023	\$39,545	\$36,157	\$33,205	\$30,535	\$28,566	\$40,874	\$38,871	\$37,426	\$36,201	\$33,879	\$43,300	\$40,988
2024	\$37,178	\$34,237										

ROAD & BRIDGE FUND BALANCE BY MONTH 2020 - 2024



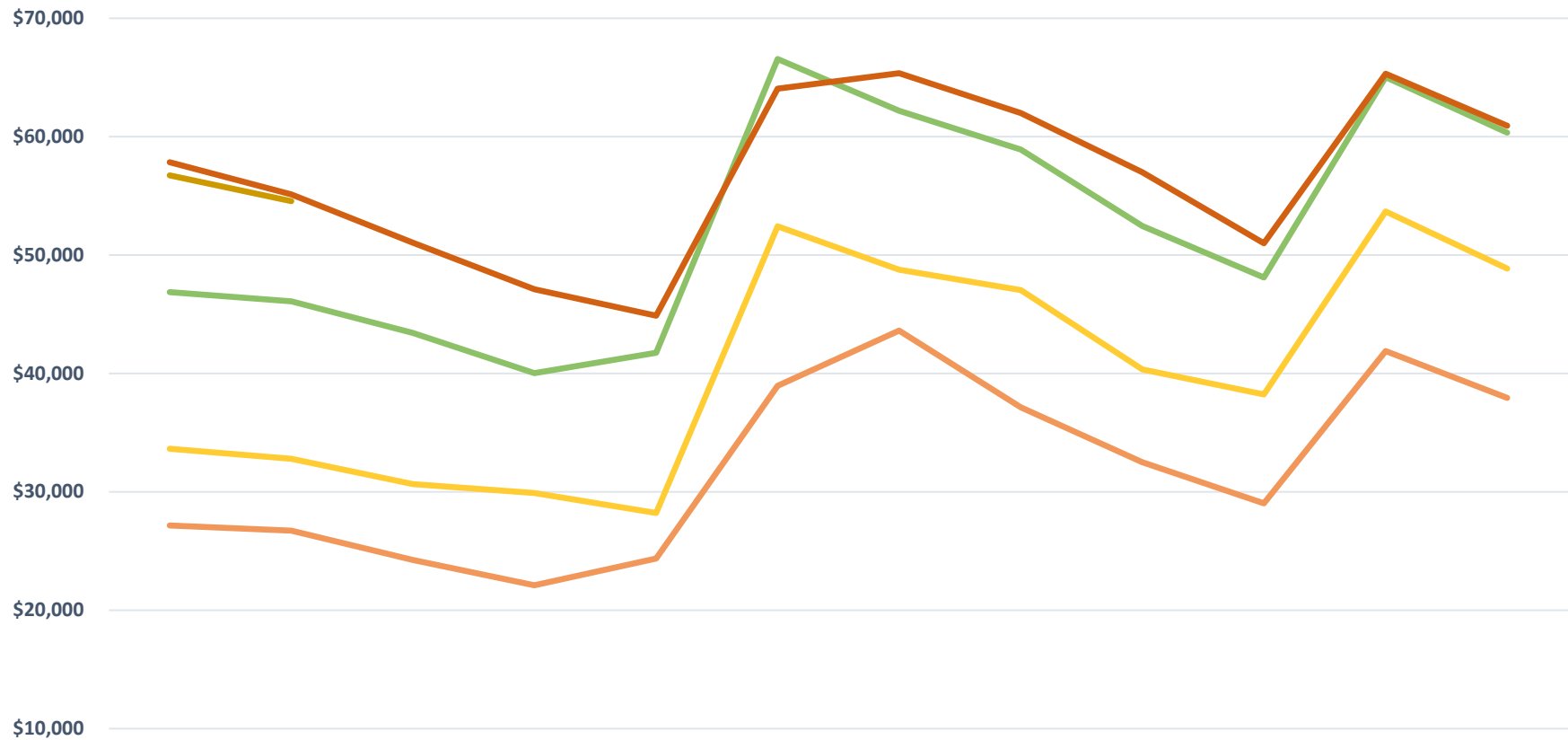
\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$4,869	\$6,770	\$6,620	\$6,554	\$9,950	\$11,412	\$11,832	\$8,774	\$6,173	\$5,868	\$8,514	\$7,856
2021	\$7,783	\$8,879	\$8,703	\$10,323	\$10,144	\$13,532	\$13,100	\$12,679	\$8,196	\$8,267	\$10,892	\$9,726
2022	\$9,528	\$10,634	\$10,392	\$9,864	\$12,786	\$16,033	\$14,405	\$12,924	\$9,058	\$7,477	\$10,935	\$10,828
2023	\$10,151	\$10,922	\$10,739	\$10,353	\$10,111	\$13,364	\$16,583	\$14,537	\$11,938	\$9,164	\$10,223	\$9,565
2024	\$10,193	\$11,009										

HEALTH & HUMAN SERVICES FUND BALANCE BY MONTH 2020 - 2024



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$3,195	\$3,082	\$2,338	\$1,917	\$1,938	\$5,075	\$4,679	\$4,437	\$3,792	\$2,537	\$5,679	\$4,977
2021	\$4,071	\$3,887	\$3,283	\$2,413	\$2,300	\$6,194	\$5,776	\$5,565	\$4,846	\$3,888	\$7,431	\$6,425
2022	\$5,512	\$5,286	\$4,624	\$3,640	\$3,818	\$7,706	\$7,727	\$7,362	\$6,499	\$5,653	\$9,435	\$8,163
2023	\$8,152	\$8,049	\$7,110	\$6,226	\$6,201	\$9,814	\$9,908	\$10,040	\$8,864	\$7,944	\$11,792	\$10,374
2024	\$9,361	\$9,308										

REVENUE, ROAD & BRIDGE AND HHS COMBINED FUND BALANCE BY MONTH 2020 - 2024



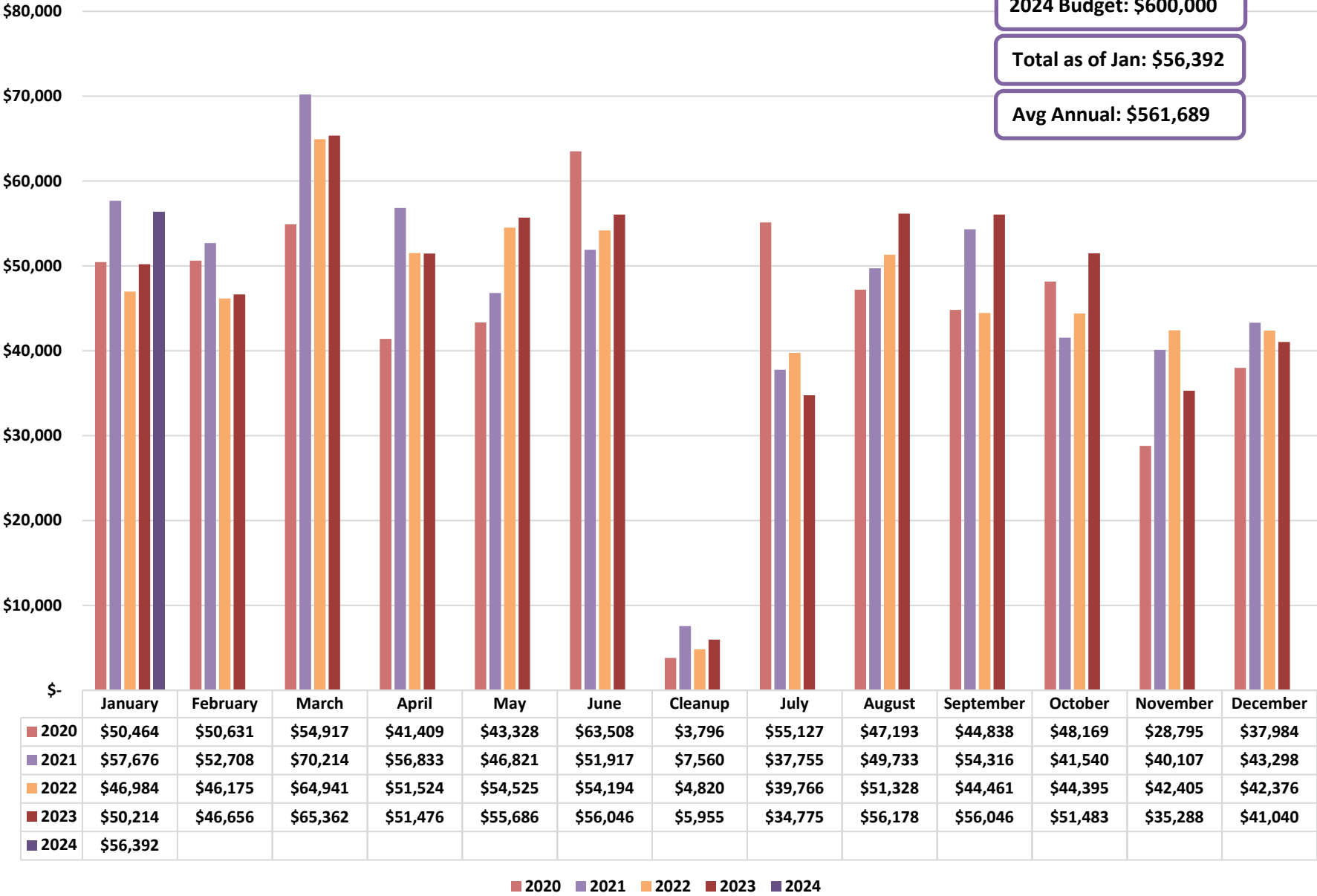
\$-	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	\$27,156	\$26,725	\$24,249	\$22,105	\$24,360	\$38,949	\$43,619	\$37,130	\$32,487	\$29,024	\$41,891	\$37,934
2021	\$33,628	\$32,785	\$30,646	\$29,900	\$28,211	\$52,436	\$48,767	\$47,035	\$40,338	\$38,222	\$53,683	\$48,855
2022	\$46,863	\$46,089	\$43,417	\$40,026	\$41,748	\$66,560	\$62,198	\$58,915	\$52,458	\$48,096	\$65,037	\$60,334
2023	\$57,848	\$55,128	\$51,054	\$47,114	\$44,878	\$64,052	\$65,362	\$62,003	\$57,003	\$50,987	\$65,315	\$60,927
2024	\$56,732	\$54,554										

2024 Wheelage Tax

2024 Budget: \$600,000

Total as of Jan: \$56,392

Avg Annual: \$561,689

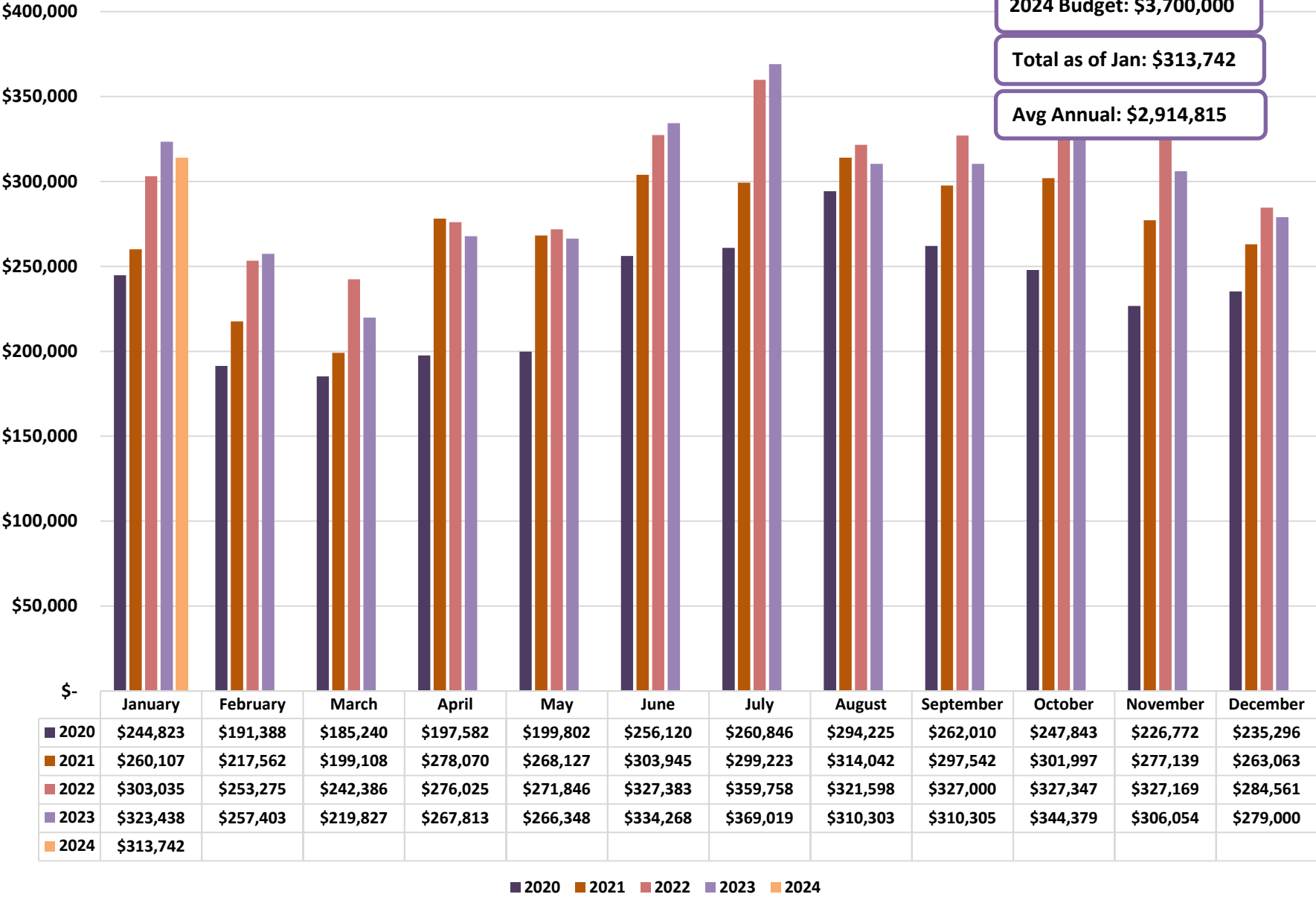


2024 Sales Tax

2024 Budget: \$3,700,000

Total as of Jan: \$313,742

Avg Annual: \$2,914,815



ARPA
Budget to Actual
As of March 31, 2024

ADMINISTRATION					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0335 ADM	Broadband	1,466,986	(1,317,986)	\$ (149,000)	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	(100,000)	-
2023 ADD	Administration Fee/Unallocated	747,025	-	-	747,025
2023 ADD	Management Training - 2024	10,000	-	(10,000)	-
2023 ADD	Legal Counsel	30,000	-	(30,000)	-
		\$ 2,354,011	\$ (1,317,986)	\$ (289,000)	\$ 747,025
ATTORNEY					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(43,470)	\$ (64,548)	-
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(50,002)	(1,466)	-
2023 ADD	LENS Update	40,600	-	(40,600)	-
		\$ 200,086	\$ (93,472)	\$ (106,614)	\$ -
AUDITOR-TREASURER					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	\$ 250,000	\$ (109,630)	\$ (140,370)	\$ -
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	30,000	-	(30,000)	-
		\$ 280,000	\$ (109,630)	\$ (170,370)	\$ -
EMERGENCY MANAGEMENT					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	\$ 60,000	\$ (4,550)	\$ (55,450)	\$ -
ENTERPRISE SERVICES					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	1,966,546	(489,172)	(1,477,374)	-
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	-	(60,000)	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	-	(100,000)	-
2024 ADD	Additional Cloud SharePoint Storage	35,800	(17,900)	(17,900)	-
2024 ADD	*ARPA ARMER* Radios (2) - Stacy squads	12,221	-	(12,221)	-
2024 ADD	*ARPA ARMER* Radios (35) - Public Works	99,649	-	(99,649)	-
2024 ADD	*ARPA ARMER* CL Library Security upgrade	4,884	-	(4,884)	-
2024 ADD	VPN Service - Sheriff Squads	26,000	(4,000)	(22,000)	-
		\$ 2,305,100	\$ (511,072)	\$ (1,794,028)	\$ -

ARPA Budget to Actual As of March 31, 2024					
ENVIRONMENTAL SERVICES					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l \$109,500 allocated on 04/12/23)	184,500	(91,611)	(92,889)	-
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building (add'l \$30,000 allocated on 04/12/23, add'l \$5,605 allocated on 8/9/23)	185,605	(131,150)	(54,455)	-
ARPA-0305 ENVS	Water Resources Grant Match	250,000	(64,779)	(185,221)	-
ARPA-0306 ENVS	Water Resources Truck	50,000	-	(50,000)	-
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	(4,981)	(116,219)	-
	Land Acquisition & Appraisal - Swedish Immigrant				
2023 ADD	Trail Connection to Center City	25,513	(2,700)	(22,813)	-
2023 ADD	Ki Chi Saga Septic System	21,000	(2,196)	(18,804)	-
	Sunrise Prairie Regional Trail - seeding and fertilizing (not included in original bid)	70,000	(58,975)	(11,025)	-
2023 ADD	Planning Code Review	14,000	-	(14,000)	-
2023 ADD	HHW Cold Storage	281,000	-	(281,000)	-
		\$ 1,202,818	\$ (356,392)	\$ (846,426)	\$ -
LID					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
2024 ADD	Channel and Weir Project	\$ 175,000	\$ -	\$ (175,000)	\$ -
MAINTENANCE					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	\$ 111,119	\$ (44,448)	\$ (66,671)	\$ -
2023 ADD	Concrete Repairs	54,300	(3,300)	(51,000)	-
		\$ 165,419	\$ (47,748)	\$ (117,671)	\$ -
PUBLIC WORKS					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
2024 ADD	Fuel Tank Removal - Rush City Shop	\$ 6,375	\$ -	\$ (6,375)	\$ -
SHERIFF'S OFFICE					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
2023 ADD	Recruitment Program	\$ 55,000	\$ (30,500)	\$ (24,500)	\$ -
2023 ADD	School Safety	40,000	-	(40,000)	-
2024 ADD	Stacy Squads (2)	170,856	(80,006)	(90,850)	-
		\$ 265,856	\$ (110,506)	\$ (155,350)	\$ -
COMPLETED PROJECTS					
Project #	Description	Budget	Actual	Allocated	Amount Remaining
		\$ 3,975,142	\$ (3,975,142)		\$ -
	TOTALS	\$ 10,983,432	\$ (6,526,498)	\$ (3,709,909)	\$ 747,025

**2024 Capital Improvement Plan
Budget to Actual
As of March 31, 2024**

ADMINISTRATION					
Description	Project #	Source	Budget	Actual	Remaining
Office Remodel - Veteran's Services	ADM-0198	CARRYOVER	10,000	-	10,000
Laser Measuring Tools (Assessor)	2023 ADD	CARRYOVER	1,567	(1,567)	-
Total Carryover from 2023			11,567	(1,567)	10,000
Community Engagement	ADM-0419	2024 CIP BUDGET	25,000	(23,750)	1,250
Total 2024 CIP Budget			25,000	(23,750)	1,250
Total			\$ 36,567	\$ (25,317)	\$ 11,250

AUDITOR-TREASURER & ELECTIONS					
Description	Project #	Source	Budget	Actual	Remaining
Election Equipment Replacement Fund	AUD-0137	CARRYOVER	90,911	-	90,911
Election Results - Storage Media	AUD-0139	CARRYOVER	4,500	-	4,500
Total Carryover from 2023			95,411	-	95,411
Election Equipment Replacement Fund	AUD-0137	2024 CIP BUDGET	59,000	-	59,000
Election Results - Storage Media	AUD-0139	2024 CIP BUDGET	4,500	-	4,500
Safe	AUD-0418	2024 CIP BUDGET	2,000	-	2,000
Total 2024 CIP Budget			65,500	-	65,500
Grand Total			\$ 160,911	\$ -	\$ 160,911

FACILITY MAINTENANCE					
Description	Project #	Source	Budget	Actual	Remaining
Repair Courthouse lots	MNT-0055	CARRYOVER	5,000	-	5,000
Better Hallway Signage on 3rd floor	MNT-0219	CARRYOVER	1,000	-	1,000
Fencing and Parking Gate at PSC	MNT-0267	CARRYOVER	47,213	(1,775)	45,438
Ceiling Tile Rplcmnt Overage (ARPA-0062)	2023 ADD	CARRYOVER	31,720	(31,720)	-
Total Carryover from 2023			84,933	(33,495)	51,438
Parking lot repairs at PSC	MNT-0054	2024 CIP BUDGET	20,000	-	20,000
Replace carpet in public hallways at Gov't Center (1989 side)	MNT-0063	2024 CIP BUDGET	60,000	-	60,000
Main lift for PSC	MNT-0071	2024 CIP BUDGET	18,000	-	18,000
Replace exterior doors at NBHHS	MNT-0076	2024 CIP BUDGET	10,000	-	10,000
Repair/Replace retaining wall around paring lot at Gov't Center	MNT-0186	2024 CIP BUDGET	250,000	-	250,000
Replace Leibert HVAC in data center at Gov't Center	MNT-0187	2024 CIP BUDGET	200,000	-	200,000
Replace alarm system in Gov't Center (1989 side & DES)	MNT-0191	2024 CIP BUDGET	80,000	-	80,000
Replace analog cameras in Courthouse for courthouse security	MNT-0193	2024 CIP BUDGET	30,000	-	30,000
Updates to 3rd floor victim/witness waiting area	MNT-0222	2024 CIP BUDGET	20,000	-	20,000
Office security changes for County Administration	MNT-0393	2024 CIP BUDGET	50,000	(15,489)	34,511
Window blinds for 3rd floor at Courthouse	MNT-0396	2024 CIP BUDGET	3,086	-	3,086
Add fencing and electronic gate to Harris DO	MNT-0414	2024 CIP BUDGET	65,000	-	65,000
Total 2024 CIP Budget			806,086	(15,489)	790,597
Grand Total			\$ 891,019	\$ (48,984)	\$ 842,035

SHERIFF'S OFFICE					
Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	N/A	REVENUE	210,302	(105,082)	105,220
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	CARRYOVER	12,472	(12,472)	-
Total Carryover from 2023			222,774	(117,554)	105,220
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	2024 CIP BUDGET	414,670	(322,607)	92,063
NOPTIC NV3 Night Vision	CCSO-0367	2024 CIP BUDGET	8,000	-	8,000
Drone	CCSO-0368	2024 CIP BUDGET	20,075	(20,075)	-
Patrol Supressors	CCSO-0369	2024 CIP BUDGET	12,750	(12,090)	660
Less Lethal - Pepperball	CCSO-0374	2024 CIP BUDGET	5,172	(5,210)	(38)
SWAT Helmets	CCSO-0379	2024 CIP BUDGET	8,250	-	8,250
Ballistic bunker replacements	CCSO-0416	2024 CIP BUDGET	72,000	-	72,000
SWAT rifle place replacement	CCSO-0417	2024 CIP BUDGET	7,700	-	7,700
Total 2024 CIP Budget			548,617	(359,982)	188,635
Grand Total			\$ 771,391	\$ (465,064)	\$ 293,855

PARKS/ENVIRONMENTAL					
Description	Project #	Source	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	ENVS-0121	2024 CIP BUDGET	175,000	-	175,000
3/4 ton truck replacement	ENVS-0123	2024 CIP BUDGET	60,000	-	60,000
Swedish Immigrant Regional Trail land acquisition	ENVS-0129	2024 CIP BUDGET	50,000	-	50,000
Checkerboard Park swing replacement	ENVS-0376	2024 CIP BUDGET	16,000	-	16,000
Sunrise Prairie Trail benches	ENVS-0381	2024 CIP BUDGET	25,000	-	25,000
Millermatic 252 wire feed welder	ENVS-0382	2024 CIP BUDGET	5,500	-	5,500
Ki Chi Saga shelter picnic tables	ENVS-0383	2024 CIP BUDGET	10,000	-	10,000
Trash and recycling containers for park shelters	ENVS-0384	2024 CIP BUDGET	20,000	-	20,000
Total 2024 CIP Budget			\$ 361,500	\$ -	\$ 361,500

**2024 Capital Improvement Plan
Budget to Actual
As of March 31, 2024**

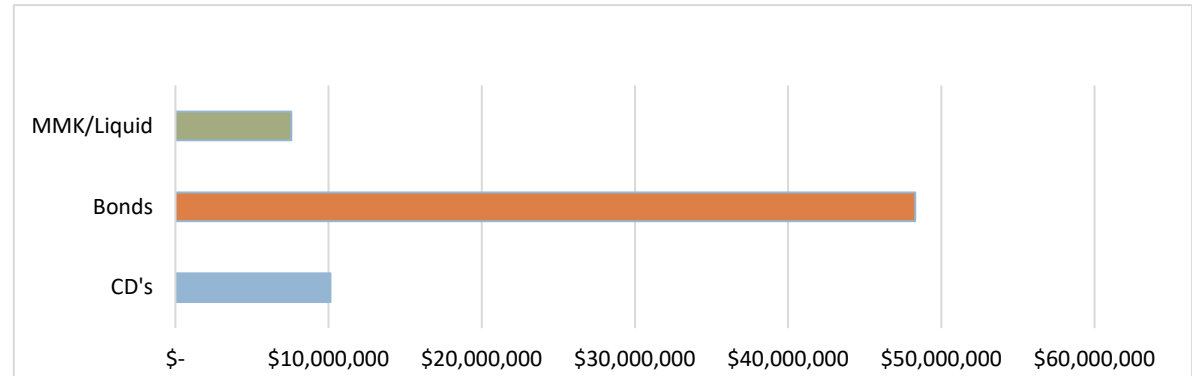
PUBLIC WORKS					
Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	N/A	REVENUE	84,350	(5,043)	79,307
Hydrant Replacement	N/A	CARRYOVER	10,073	-	10,073
1-Ton Work Truck	PWKS-0168	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	PWKS-0206	CARRYOVER	76,563	-	76,563
Tandem Snow Plow Truck	PWKS-0171	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	PWKS-0172	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	PWKS-0209	2023 CIP BUDGET	80,000	(60,911)	19,089
Fuel Island Repairs	PWKS-0233	2023 CIP BUDGET	27,270	-	27,270
Total Carryover from 2023			678,256	(65,954)	612,302
1-ton Work Truck	PWKS-0167	2024 CIP BUDGET	75,000	-	75,000
Traffic Counters	PWKS-0400	2024 CIP BUDGET	20,000	-	20,000
Thermoplastic Heaters	PWKS-0401	2024 CIP BUDGET	10,000	(9,000)	1,000
938M Wheel Loader	PWKS-0402	2024 CIP BUDGET	300,000	-	300,000
Snowblower for Loader	PWKS-0403	2024 CIP BUDGET	65,000	(62,500)	2,500
Vehicle Lift	PWKS-0404	2024 CIP BUDGET	30,000	-	30,000
272D Skid Steer	PWKS-0405	2024 CIP BUDGET	85,000	(83,225)	1,775
299D Skid Steer	PWKS-0406	2024 CIP BUDGET	111,000	(111,000)	-
Chainsaws	PWKS-0407	2024 CIP BUDGET	8,000	(721)	7,279
Weedwhips	PWKS-0408	2024 CIP BUDGET	6,500	(10,350)	(3,850)
1-ton Work Truck	PWKS-0409	2024 CIP BUDGET	100,000	-	100,000
Crash Attenuator Trailers	PWKS-0410	2024 CIP BUDGET	65,000	(62,900)	2,100
Additional CIP funding for Approved Equipment	PWKS-0411	2024 CIP BUDGET	30,000	(575)	29,425
Total 2023 CIP Budget			905,500	(340,271)	565,229
Grand Total			\$ 1,583,756	\$ (406,225)	\$ 1,177,531
TECHNOLOGY					
Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	N/A	CARRYOVER	37,800	-	37,800
Relocate the Wyoming Emergency Paging Tower	ENTS-083	CARRYOVER	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	ENTS-0088	CARRYOVER	165,000	-	165,000
Replace network cores at ECC, No parts available	ENTS-0099	CARRYOVER	20,970	(20,970)	-
Replace network switches that support end user devices at the ECC / 911 due to core replacement	ENTS-0103	CARRYOVER	60,000	(5,646)	54,354
Total Carryover from 2023			383,770	(26,616)	357,154
Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailability of replacement parts	ENTS-0371	2024 CIP BUDGET	100,800	-	100,800
Replace primary UPS units #1 and #2 in North Branch Data Center due to age and unavailability of replacement parts	ENTS-0372	2024 CIP BUDGET	48,200	-	48,200
2024 Small Equipment Replacement	ENTS-0385	2024 CIP BUDGET	255,200	(145,535)	109,665
Cyber Security - Policies	ENTS-0390	2024 CIP BUDGET	50,000	-	50,000
2024 Small Equipment New Requests	ENTS-0391	2024 CIP BUDGET	36,900	(13,202)	23,698
Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room due to age and unavailability of replacement parts	ENTS-0395	2024 CIP BUDGET	48,200	-	48,200
Seim Tool - help us detect,prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	ENTS-0397	2024 CIP BUDGET	30,000	-	30,000
6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	ENTS-0415	2024 CIP BUDGET	18,500	-	18,500
IT Equipment for Probation new hires	2024 ADD	2024 CIP BUDGET	3,221	(3,221)	-
Total 2024 CIP Budget			591,021	(161,958)	429,063
Grand Total			\$ 974,791	\$ (188,574)	\$ 786,217
HHS					
Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	HHS-0195	CARRYOVER	40,000	(29,670)	10,330
HHS Interview Rooms	HHS-0196	CARRYOVER	40,000	-	40,000
Total			\$ 80,000	\$ (29,670)	\$ 50,330
EMERGENCY MANAGEMENT					
Description	Project #	Source	Budget	Actual	Remaining
EOC replacement chairs	EMGT-0386	2024 CIP BUDGET	9,295	-	9,295
Total			\$ 9,295	\$ -	\$ 9,295
UNALLOCATED					
Description		Source	Budget	Actual	Remaining
2024 Unallocated CIP Funds		CARRYOVER	60,122		
IT Equipment for Probation new hires	12/20/23 Board Mtg	TO TECHNOLOGY	(3,221)		
Total			\$ 56,901	\$ -	\$ 56,901
ARMER			\$ 328,580		\$ 328,580
TOTAL ALL DEPARTMENTS			\$ 5,254,711	\$ (1,163,834)	\$ 4,195,959



Investment Graphs as of 3/31/2024

Investments by type:

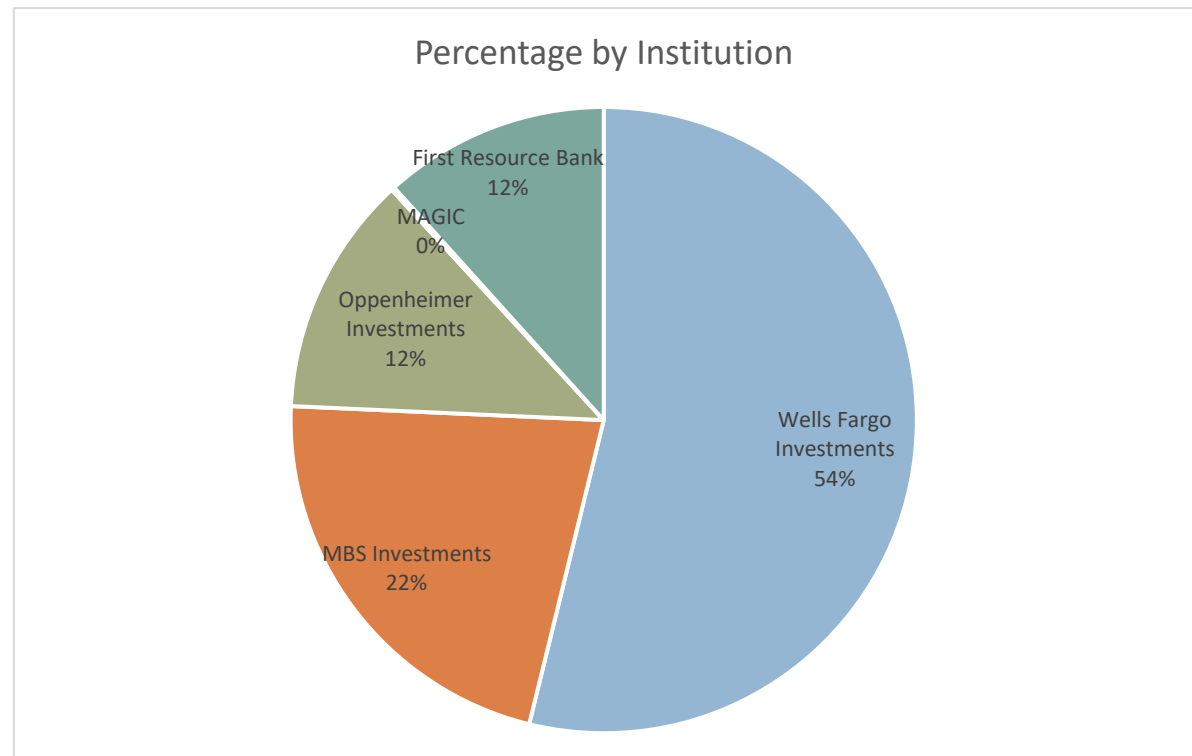
CD's	\$ 10,119,000.00
Bonds	\$ 48,294,525.01
MMK/Liquid	\$ 7,564,773.42
	\$ 65,978,298.43



Investments by Institution:

Wells Fargo Investments	\$ 35,514,525.01
MBS Investments	\$ 14,440,000.00
Oppenheimer Investments	\$ 8,210,000.00
MAGIC	\$ 112,144.10
First Resource Bank	\$ 7,701,629.32
	\$ 65,978,298.43

Average rate: 2.117%



TAB II

Title	Notes:
Financial Worker – Part Time	Replacement – long-term ON HOLD
Case Aide/Front Desk HHS	Replacement – long-term ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
Contracted Workforce Analyst	NEW Grant Funded (unknown status)
MCH Nurse 1.0 Public Health	Replacement – Reposted, declined offers; ON HOLD
Community Health Services Lead (contract)	Replacement – reposted multiple times; ON HOLD
Community Health Worker	NEW under COVID-19 Vaccine Grant – posted 8/30/2023 – ON HOLD
MCH Nurse Team Lead – Public Health	Replacement – ON HOLD
MCH/Family Home Visiting Nurse – Public Health	Replacement – ON HOLD
Social Worker/Case Manager – Children’s Services	Replacement – accepted offer start date in April
Dispatcher	2 FT Vacancies as of March/April 2024 – test/interviews in April
Patrol	4 Vacancies – 1 Deputy to cover City of Stacy contract hours and 2 retirements summer 2024; 1 termination in March
CSO	1 Vacancy – post in summer 2024
Office Support – Environmental Services	1 Vacancy – accepted offer start date in April
Office Support – Probation – changed title/job description to Office and Administrative Coordinator - Probation	1 Vacancy – accepted offer start date in April
Deputy County Recorder I	1 Vacancy – accepted offer start date in April
Assistant County Attorney I	1 Vacancy – job posted until filled
Corrections Officer	1 Vacancy – interviews in April
Office Manager – Attorney	1 vacancy – posted internally until April 12
Community Health Supervisor	NEW - 1 vacancy – posted until April 8
Public Health Supervisor	Replacement - 1 vacancy – posted until April 8
Public Health Nurse FT/PT	Posted until April 7
Parks Maintenance Technician	NEW position – interviews held in March

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.



2025 Chisago County Budget

A Budget and Levy Guided by County Values

Current Mission Statement

‘Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.’

2025: Continuing Forward - Creating Sustainability and Consistency

Chisago County is committed to complete transparency in its budgeting and spending processes.

For the 2025 budget, Chisago County plans to use a value-based budgeting process again by seeking and analyzing every opportunity to improve efficiencies throughout the County and to better prepare Chisago County for many years to come.

WHY DOES CHISAGO COUNTY TAX RESIDENTS?

- 1) STATE AND FEDERAL MANDATES
- 2) NEEDS AND WANTS OF CITIZENS

Value Based Budgeting

What is the purpose of Value-Based Budgeting?

Value Based Budgeting provides a way to compare County values with the programs and services the County provides. It helps Chisago County by:

- Identifying key County Board of Commissioner goals; and
- Evaluating the impacts of these goals on County programs and services; and
- Engaging in strategic decision-making regarding funding for services and/or changes to service levels for current programs and services.

Value based Budgeting helps the community and County staff understand the County’s use of its **limited** resources. This method of budgeting contributes to the County’s long-term financial sustainability by encouraging explicit choices by the policymakers. These choices help the County develop a strategic budget that reflects the County’s values and ensures a high level of County service to all residents.

Implementation

The first step in implementing value-based budgeting is to identify the County's goals --or "results"-- which serve as high-level, overarching objectives for the County and are representative of the community priorities. Results should:

- Be clear, understandable and measurable;
- Reflect the objectives and priorities of Board and the community.
- Accommodate potentially diverse views;
- Incorporate majority, as well as minority opinions; and,
- Be definable.

At the January 2nd, 2024 County Board Organizational Meeting, the Commissioners listed their goals as follows;

- 1) Make time for each commissioner to visit each Chisago County District
- 2) Continual Road Improvements
- 3) Reduce overall tax per capita
- 4) Improve Employee Relations
- 5) Support 2023 Annual Report
- 6) Board continues to operate respectfully
- 7) Improve Tax Base
- 8) Create more business development opportunities

Value Based Budgeting will help us define our priority objectives and create a budget based on achieving those objectives. Based on the Board goals, the following are common results in value-based budgets:

- Accessible and connected community (*transportation/public works infrastructure*)
- Economically vital community (*support and create economic development*)

Strategic Goals and Strategies

Short-term and long-term goals are vital to the development of Chisago County into a more efficient governmental entity by providing a plan to strive towards and achieve.

EXAMPLE OF VALUES:

- **Looking forward**: Preparing for the changes that future Chisago County residents are expected to be older, have fewer children and represent more ethnic minorities.
- **An Active Community**: Design the County to maximize social connections and programs that generate greater usage of public parks and trails in Chisago County.
- **Chisago is a Destination**: Supporting projects that better attract new residents, new businesses, restaurants, retail, and recreational opportunities.
- **Putting it to Work**: The Board of Commissioners, County staff, and community TRANSPARENTLY work together on all plans.

2025 Chisago County Budget Development

The County's fiscal year spans from January 1st to December 31st; however, the budget development process begins in early April with the Board of Commissioners setting a Preliminary Budget Schedule for preparation of the up-coming 2025 budget.

The County Administrator presents the Board and the Department Heads the DRAFT budget schedule with instructions. The schedule sets the deadlines for departmental budget submissions, department meetings with the Budget and Finance Committee and the Capital Improvement Plan.

The Board must adopt the preliminary 2025 budget and levy by the end of September 2024 (pursuant to MN Stat. 275.065). By adopting the preliminary budget in September, the Board has time to incorporate any adjustments to the budget which result in a reduction to the preliminary budget or levy.

The County Board has set the Truth in Taxation Hearing for December 4th, 2024. At the TNT Hearing, the County Administrator presents the proposed 2024 budget and levy to the public and the Board of Commissioners. The FINAL 2025 Budget and Levy must be adopted by December 25th, 2024 (pursuant to MN Stat. 275.07).

FY 2025 Budget Process Schedule (as of April 10, 2024)

April 10 th	Budget Schedule Presented	Budget & Finance Committee
Late April – Early May	Management Team Meeting to review Budget preparation and Instructions to Department Heads (OpenGov Refresher) - Staffing Review/Preview	Administration/Management Team
May – July	Meetings with Department Directors/Staff to review Draft Department Budgets	Admin & Auditor-Treasurer - Departments
Late July – Early August	Management Team Meeting to review FY 2025 Budget	Administration/MAT
August 9 th	Budget & Finance Committee Meeting to continue Draft FY 2025 Budget Review - Brief Department Presentations to Board, <i>if desired</i>	Budget & Finance Committee - Admin & Departments
August 21 st	County Administrator presents Draft FY 2025 Budget to County Board - Brief Department Presentations to Board, <i>if desired</i>	County Board, Administration & Departments
September 4 ^h	County Board considers Preliminary Levy, <i>if desired</i> Must be adopted by end of September (MN Stat. 275.065)	County Board
September 11 th	Budget & Finance Committee Meeting to continue Draft FY 2025 Budget Review, <i>if needed</i>	County Board

September 18 th	County Board ADOPTS Preliminary Levy, <i>if needed</i> - Must be adopted by end of September (MN Stat. 275.065)	County Board
December 4 th	Budget Information Meeting held (TNT) and adoption of final FY 2025 Budget (operating and capital) and Levy, <i>if desired</i> - Must be adopted by December 25 th , 2024 (MN Stat. 275.07)	County Board
December 18 th	Final FY 2025 Budget (operating and capital) and Levy adopted, <i>if needed</i> - Must be adopted by December 25 th , 2024 (MN Stat. 275.07)	County Board

Basis of Budgeting

The use of fund accounting is one of the basic requirements of generally accepted accounting principles (GAAP) for government, and one of the major differences between government and private-sector accounting. It requires separate record keeping for each respective activity type.

Governmental fund budgets are based on a modified accrual basis of accounting, under the guidelines of Generally Accepted Accounting Principles (GAAP). These funds are used to account for “government-type” activities of the County and receive a significant portion of their funding from property taxes, state aids and various grants. The County’s General Fund, Debt Service Fund, Road and Bridge Fund, Health and Human Services Fund and Capital Improvement Plan Fund are examples of Governmental fund budgets.

Budget Procedure

Draft department budgets are prepared using a uniform layout, using the OpenGov software. The format is used for a consistent approach to each department’s draft budget. It also to better analyze the proposed budget and is presented in a budget document, created by the County Auditor/Treasurer’s Office.

Line-item expenditures are reviewed during budget preparation; however, budgetary decisions are based on total departmental budgets. For comparative purposes, two years of actual expenditures and the previous year’s budget are shown during the budgeting process for comparison purposes.

Capital Improvement Plan

The Capital Improvement Plan (CIP) is a plan that covers major one-time capital expenditures in; Vehicles and Equipment; New Facilities Construction; and Facilities Maintenance & Replacement. The CIP is funded using County Program Aid and previous year CIP carryover funds, which is given from the Minnesota Legislature to Chisago County.

The CIP provides a strategic approach to financing and facilitating capital projects envisioned in the comprehensive plan. The CIP is a separate document from the Budget. Elements of the document are adopted by the Board of Commissioners in separate action from the budget. Operational expenses related to capital, if any, are accounted for and incorporated into the appropriate operating budget.

Budget Monitoring & Budget Adjustments

The County Administrator and the County Auditor/Treasurer monitor the actual expenditures and revenue receipts of the County Departments, but adjustments may be made so that the County's Budget remains in balance throughout the fiscal year by the County Board of Commissioners.

On a monthly basis, the County Auditor-Treasurer and staff prepare a report, which is presented to the Budget and Finance Committee (2nd Wednesday of each month at 3:00 pm in the County Boardroom) that details the activity within each budget category and provides summary information on the status of the County's Budget. Actions that are necessary to ensure a healthy budget status at the end of the fiscal year are recommended in the budget status report; other items which have major fiscal impacts are also reviewed.

Supplemental appropriations, which are normally financed by unanticipated revenues during the year, and any amendments or transfers of appropriations between summary accounts or departments, must be approved by the Board of Commissioners.

FY 2025 Budget Process Schedule (as of April 10, 2024)

April 10 th	Budget Schedule Presented	Budget & Finance Committee
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December 18 th	Final FY 2025 Budget (operating and capital) and Levy adopted, <i>if needed</i> - Must be adopted by December 25 th , 2024 (MN Stat. 275.07)	County Board

ARPA – Broadband Grant – Midco

The Chisago County Board of Commissioners have allocated \$2,000,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funds for the expansion of high-speed broadband within Chisago County at the March 1st, 2023 Board of Commissioners Meeting.

The American Relief Plan Act requires that eligible broadband projects must provide service upon completion that meet or exceeds 100 Mbps symmetrical service. Eligible projects are also required to participate in federal low-income subsidy programs upon completion and are encouraged to provide at least one low-cost option for service.

Projects must be “substantially complete”, and funds must be expended by December 31, 2026.

The term broadband typically means the home or business is served by high-speed Internet access that is always available to the user and is faster than dial-up technology. This service can be delivered by these technologies: Satellite, wireless techniques, fiber, a cable modem, digital subscriber line (DSL) or overpowered lines (BPL).

Midco requests **\$223,900** of funding from Chisago County to partner with Midco who will construct fiber broadband service to 92 un/underserved passings in Chisago County. Total cost of the project is \$478,900. Midco will contribute \$255,000 and is requesting \$223,900 (approximately 47% of total project cost)

from the Chisago County ARPA Broadband Grant Program. A public-private partnership is required in order to make these builds financially feasible.

Midco will build a FTTP (Fiber To The Premises) underground access network using the 10GE EPON technology service delivery platform for providing high speed data, video and telephone service. With Midco's FTTP network, customers will have multiple broadband speed tier choices, from 250 Mbps/250 Mbps up to 5 Gbps/5 Gbps. Additionally, Midco offers an Internet Basics service tier (low-cost option) for those eligible customers.

ARPA Chisago County Broadband Program

ARPA PROGRAM	\$1,483,688.00	Board Approved	Company
Hometown Fiber	\$99,950.00		Hometown Fiber - Consulting
Harris	\$186,736.00	3/15/2023	Lumen (Centurylink)
Wyoming	\$60,300.00	6/7/2023	Midcontinental Communications
Chisago Lakes Twp	\$171,000.00	6/7/2023	Midcontinental Communications
			Hometown
Franconia Twp	\$200,000.00	8/2/2023	Internet
			Hometown
Amador Twp	\$200,000.00	11/15/2023	Internet
Midco	\$149,000.00	11/15/2023	Midcontinental Communications
			East Central
East Central Energy	\$200,000.00	12/20/2023	Energy
<u>TOTAL</u>	<u>\$1,266,986.00</u>		
Remaining (in 2024)	\$216,702.00		
			Hometown
Shafer Twp	\$200,000.00	1/17/2024	Internet
Remaining (after 1/17/24)	\$16,702.00		

Attachment:

- ARPA Grant Application



Chisago County ARPA Broadband Grant Program

APPLICATION

Application must be completed in full to be considered

APPLICANT: [Midcontinent Communications](#)

Address: [3600 Minnesota Drive, Suite 700, Edina, MN 55435](#)

Primary Contact Person: [Andrew Curley](#)

Primary Contact Email: andrew.curley@midco.com

Primary Contact Title: [Senior Director of Government Relations](#)

Secondary Contact Person: [Amanda Kottenstette](#)

Secondary Contact Title: [Senior Manager of Corporate Development](#)

Secondary Contact E-Mail: amanda.kottenstette@midco.com

Federal Tax Identification Number: [41-1957148](#)

ARPA Broadband Grant Program Funds:

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

[See Supplemental Pages](#)



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

[See Supplemental Pages](#)

ACKNOWLEDGEMENT:

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

[Andrew Curley](#)

Applicant Contact Person

[3/27/24](#)

Signature Date





March 27, 2024

RE: Chisago County ARPA Broadband Grant Program

Part 1: Please provide the specific unserved or underserved area located within Chisago County where the requested ARPA funds will be used to deliver high speed, reliable and affordable internet, which has a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps).

EXECUTIVE SUMMARY:

Midco requests \$223,900 of funding from Chisago County to partner with Midco who will construct fiber broadband service to 92 un/underserved passings in Chisago County. Total cost of the project is \$478,900. Midco will contribute \$255,000 and is requesting \$223,900 (approximately 47% of total project cost) from the Chisago County ARPA Broadband Grant Program. A public-private partnership is required in order to make these builds financially feasible.

Midco will build a FTTP (Fiber To The Premises) underground access network using the 10GE EPON technology service delivery platform for providing high speed data, video and telephone service. With Midco's FTTP network, customers will have multiple broadband speed tier choices, from 250 Mbps/250 Mbps up to 5 Gbps/5 Gbps. Additionally, Midco offers an Internet Basics service tier (low cost option) for those eligible customers.

Midco is committed to closing the digital divide in Chisago County by continually evaluating future build areas to connect more unserved and underserved homes every year. We look forward to the opportunity to provide next-generation connectivity to the residents, students and workers living in these rural areas – as well as to support small businesses.

PROJECT AREAS:

Midco will build a fiber to the premise (FTTP) design in three Chisago County areas. Refer **Exhibit 1** of this application for project area maps.

	Proposed Project Area	Description	Un/Underserved Passings
1	Lent Township (North of Stacy)	339 th St. (off Hemingway Ave.)	7
2	Chisago Lakes Township (SE of Chisago City)	250 th St. (off Lofton Ave.)	17*
3	North Branch	410 th St. & Greystone Ave	68
	TOTAL		92*

**Of the 92 total passings, 1 passing falls into an awarded Windstream RDOF area. Midco will build to this location with 100% private capital.*



SPEEDS:

Upon buildout, 92 currently un/underserved residents will have access to Midco's FTTP network, with broadband speed tier choices from 250 Mbps symmetrical up to 5 Gig symmetrical. Additionally, Midco offers an Internet Basics service tier (low cost option) for those eligible customers. Midco is proud to participate in both the Affordable Connectivity Program (ACP) and Lifeline. The FCC is currently not taking new applications for ACP due to the lack of additional funds to continue the program past April. As part of this transition, Midco is encouraging eligible customers who are not already enrolled in Lifeline to submit an application to USAC. This will allow those households to continue receiving a credit toward their service with Midco.

PROJECT TIMELINE:

- North Branch project area: Plans to construct and launch in 2024
- Lent Township and Chisago Lakes Township project areas: Construct and launch services in 2025, with possible rollover of construction activities or service deployment to early 2026 depending on contractor and material availability and/or weather.

Part 2: Please provide what specific costs the funds will be used to address, pre-engineering, purchase of materials, labor costs, and community engagement.

The total estimated cost for the project is \$478,900. This consists of:

Construction Labor FTTP: \$319,800

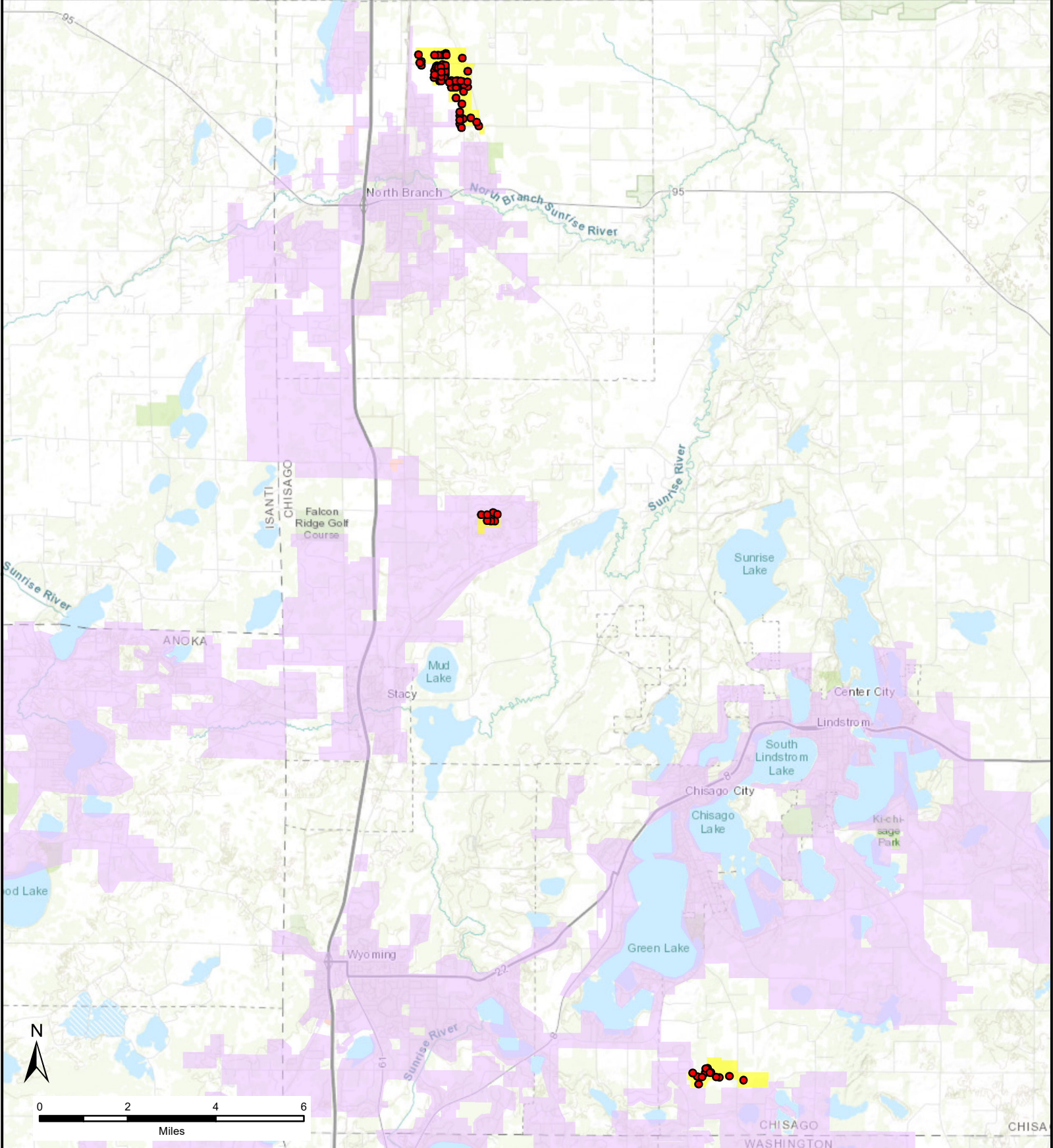
Construction Materials FTTP: \$122,400

Electronics: \$36,700

Since Midco is the current provider in the area, no pre-engineering costs or special community engagement costs will be rolled into the cost of this project. In addition, Midco will cover 100% of the costs of fiber drops to the homes from the main fiber route.

Midco Funding: \$255,000 (approximately 53% of project costs)

Chisago County Funding: \$223,900 (approximately 47% of project costs)



April 17th 2024
Chisago County Board of Commissioners

Exhibit 1

Chisago County ARPA

Proposed Project Areas

Legend

- Addresses
- Grant Request Area
- Midco Existing Coverage
- Midco Planned Coverage

TAB V

ICS – Capital Building Planning Professional Services Contract

ICS LLC has approached Chisago County to provide the County with a facility assessment of Chisago County Government Center in Center City. This assessment will assist in creating a plan for the future of the Government Building and its location.

ICS would facilitate listening sessions with stakeholders to determine a collective vision for the County's operational facility needs (8 total listening sessions).

ICS will recommend projects to address deficiencies in the Government Center that should be incorporated into the County CIP.

Utilizing the information and report on the facility, ICS will assist the County to formulate a long-range facility plan for the Government Center.

The cost of the ICS work is **\$20,505.00 + reimbursable expenses (<\$2,500).**

Attachment:

- ICS Professional Services Agreement Proposal
- ICS Addendum



Chisago County

313 N Main Street, Center City, MN 55012



Professional Services Agreement

March 20th, 2024



1331 Tyler Street NE, Minneapolis, Minnesota 55413
Ph: (763) 354-2670 / Fax: (763) 780-2866 / ics-builds.com

3/20/2024

Chase Burnham
County Administrator
Chisago County
Center City, MN 55012



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Chisago County
Professional Services Agreement

Dear Chase:

ICS is pleased to provide you with this letter of understanding and proposal to implement a facility assessment of Chisago County facilities, input the data into ICS's proprietary software tool, and present the outcomes of the data collected to help plan for the future of the Chisago County Government Center.

We will work collaboratively with County Administration and Department Leaders to retrieve information of existing facility spaces and their suggested use, as well as data provided by the county, to utilize our industry knowledge and expertise to assist in creating a plan for the future of the Government building and its location. Additionally, our approach will analyze and change the data as necessary and provide relevant reporting. The goal of these efforts is to provide Chisago County reports that assist to effectively budget, communicate, and implement ongoing existing facility needs.

We would be happy to discuss this proposal with you and county leadership for clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to building a working relationship with Chisago County to complete this County-Wide Facilities Assessment to benefit the future of the Chisago County Government Center.

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Kristin Duerr'. The signature is written in a cursive, flowing style.

Kristin Duerr
Business Development Specialist
ICS

CC: File
Jason Splett, ICS
Chris Ziemer, ICS
Brian Mohr, ICS

**BUILDING STRONG
CONNECTIONS**



Table of Contents

I. Introduction	4
II. Phase I – Staff Engagement and Facility Assessment	4
III. Phase II – Plan Development	5
IV. Implementation Schedule	6
V. Basis of Compensation	6
VI. Acceptance	7

Appendices

Appendix A – General Terms and Conditions

Appendix B – Signature Page

Appendix C – Hourly Billing Rates

Appendix D – Notification of Equal Employment Opportunity/Affirmative
Action Compliance

Professional Services Agreement

Chisago County

I. Introduction

ICS is pleased to present this Professional Services Agreement (PSA) to provide facility and space needs assessment services on behalf of Chisago County. Our services include providing the level of effort and expertise needed to deliver a scope of services that meets the needs of the County.

II. Phase I – Staff Engagement and Facility Assessment

1.0 Staff Engagement:

ICS shall facilitate a series of Listening Sessions with key stakeholder groups to gather their input. If applicable, the stakeholder groups may include Administration, department heads, Sheriff's Office, Judges, etc. During the workshops, participants will complete needs prioritization using a variety of ICS 's tools. The output of these meetings is to define a collective vision for the County, from staff and operational needs to facility improvement needs. ICS includes up to eight (8) total listening sessions as part of this agreement.

2.0 Data Gathering and Analysis:

ICS will complete a facility assessment for the Chisago County Government Center, with the option of assessing other facilities owned by the County, noting deficiencies and projects that should be incorporated into the county's annual capital improvement plan (CIP) including preliminary budget estimates for identified items.

The scope of services for this assessment will include collection of data and information that will provide a baseline of the following buildings systems and components:

- Building Component and Systems Review
 - Facility Site (including parking lots, sidewalks, landscaping, etc.)
 - Building Envelope (exterior walls, sealants, windows, roofs, etc.)
 - Building Interior Finishes (flooring, walls & ceilings)
 - Mechanical Systems (HVAC, plumbing, controls, etc.)
 - Electrical Systems (service, power distribution, lighting, etc.)
 - Life Safety Systems (PA, fire alarm, fire protection, security, etc.)
 - Accessibility Issues (building and site)
- Space Needs Analysis and Existing Programming
 - Evaluate the existing facilities space constraints.
 - Evaluate existing departments and current space use.
 - Determine space needs of departments based on current need and room for growth in the future.
 - Evaluate the advantages and/or disadvantages of staying in the current building, relocating to another facility or constructing a new facility.

To help control costs during the Assessment Phase, the County agrees to provide access to County personnel and any internal information (i.e., past reports, scope from past projects, existing building plans, etc.). ICS will review Prior to the site visits; ICS will review and organize any information provided by Chisago County prior to the site visits for

potential use in the final report. The observations and categorizing of identified deficiencies will be formatted into a capital improvement plan.

Utilizing the data collected on site and provided by Chisago County, ICS will input the current deferred maintenance and/or capital facilities needs into ICS's proprietary software, CIP360. During data entry, ICS will input each line item into the relevant "systems" and "components" as developed within the software.

Additionally, ICS will meet with designated Chisago County staff to review the data collected and agree upon the following:

- Identify which projects would require consultants (i.e., architect, engineers, etc.) and any other associated soft costs.
- Inflationary rate to be applied to the identified county's needs.
- Identify and strategize on scopes of work that best address the deficiencies identified.

These items will help provide outcomes that clearly identify all costs involved with a specific project or wider scopes of work and will give the county a better understanding of all costs involved associated with upkeep of the current facilities.

3.0 Deliverable:

ICS will work with the county to develop reports based on the data that was gathered during site visits and meetings with staff. It is expected that ICS will need to provide some level of custom reports to meet the needs of Chisago County. All reports will be exported and generated through Microsoft Excel.

III. Phase II – Plan Development

Utilizing the report generated from the Data Gathering and Analysis effort, ICS will assist Chisago County to formulate its Long-Range Facility Plan. It is expected the Plan shall be objective and identify potential financial resources necessary to execute it. ICS Services shall include:

1.0 Presentation and Revision of Preliminary Plans

- 1.1 Identify current facility programming needs including cost estimates.
- 1.2 If new or replacement facilities are desired, provide budgets and justification.
- 1.3 Identify potential funding sources and work with the County's financial advisor to develop fundable solutions.
- 1.4 Revise scenarios with incorporated feedback and provide recommendations.

2.0 Communication:

- 2.1 Facilitate up to two (2) work sessions with the County Board of Commissioners.
- 2.2 Supporting the County with local media/communications as needed.
- 2.3 Provide updates to the County Board of Commissioners, as needed.

Once a preliminary Capital Improvement Plan is developed, ICS and the County may provide formal opportunities for the community to review and comment on the preliminary plan. Ultimately the outcome of Phase I will be a capital improvement plan the County can act on.

3.0 Deliverables:

3.1 A Capital Improvement Plan (CIP) that can be presented to the County Board of Commissioners and utilized to budget and plan future facilities related projects.

Deliverables NOT Included:

3.2 Renderings and/or scale models are **NOT** included.

3.3 Full architectural and engineering drawings are **NOT** included.

IV. Implementation Schedule

ICS will work with county staff to commence work upon acceptance of this proposal and will complete the work described in a timely fashion. We anticipate the duration of our total effort to be 6-8 weeks dependent upon availability of existing information and staff availability. ICS has the bandwidth to complete this work upon approval. But we can also complete this work on the county's schedule as well and will work around occupied buildings if needed.

V. Basis of Compensation

Compensation for completion of all work as described above is proposed as a lump sum amount of **\$20,505.00**. The actual amount billed for ICS's services monthly will be based on ICS's estimate of the proportion of total services completed during the billing period.

Reimbursable expenses (i.e., mileage, reproduction, printing, postage, etc.) will be billed at 1.25% actual cost. Please note that we do not anticipate reimbursables exceeding **\$2,500** for this project. If we foresee reimbursables exceeding this estimate, we will notify Chisago County prior to proceeding.

Additionally, access to the information located in the CIP 360 software under this agreement is in effect for the duration of one year from execution of the agreement. If the county would like to continue the utilization of the software tool, this will occur at an annual cost of **\$3,000**.

For project work beyond services outlined in proposal and/or any changes to the agreed upon scope of services or project duration, services will be billed on a time and materials basis in addition to the above noted fees. However, additional work will not be conducted without approval by Chisago County.

Implementation / Construction Phase:

Upon development of any solutions or project scopes to be implemented may begin immediately following Board approval. As the owner's partner for the Plan, ICS may utilize the services of sub consultants. The County will have the right to reject the selection of these or any sub-consultants. It is the County's intent to utilize ICS for professional services as described below:

Professional Services

Upon Development of the final project scope and schedule, ICS proposes to provide construction phase representation services with compensation to be structured as a lump sum fixed fee. Our role during this phase of the process can range from providing comprehensive owner's representative services to full program management services including design, construction management and commissioning. Upon determination of the actual improvement scopes, we will work collaboratively with the County's administration to determine the most advantageous delivery methodology to utilize for the specific projects. This lump sum fixed fee will be finalized with the County following determination of the project scope and timeline.

Professional services do not include competitively bid construction contracts. Construction contracts will be entered into by the County directly with contactors utilizing Minnesota statutes for competitive bidding requirements.

Compensation

It is the intent of both parties that fees for services for the plan implementation, if the County proceeds forward with a project as a result of the process, will be negotiated by both parties. ICS and the county will utilize standard AIA contract documentation as the basis of the contracts, and both parties agree to negotiate in good faith for final fee percentages and terms and conditions based on the final scope of work established under this Project Services Agreement effort. Refer to Appendix C for industry standard fee ranges.

VI. Acceptance

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for your consideration of this proposal; and we look forward to building a relationship with Chisago County to complete this county-wide facilities assessment.

Appendix A

General Conditions

General Conditions

1. Agreement:

This is an agreement ("Agreement") between Chisago County ("Client"), and ICS, LLC (ICS), collectively, the "Parties." This Agreement includes (1) the Project Proposal ("Proposal") attached; (2) these General Terms and Conditions, Exhibit A; (3) Signature Page, Exhibit B; (4) Billing Rates, Exhibit C; and (5) Notification of Equal Employment / Affirmative Action Compliance, Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

2. Professional Services:

The Client engages ICS to provide professional project services ("Professional Services") in connection with the project at the Client's location ("Project") described in the Proposal's Scope of Services. Other services mutually agreed upon by the Parties ("Other Services") not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS's Fee Schedule attached as Exhibit C.

3. Work Product:

Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS's work product to any other persons or entities without ICS's prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client's indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.

4. Payment:

The Client shall pay ICS's invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Standard of Care:

ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS's profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.

6. Limitation of Liability:

To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance regarding any claim or cause of action related in any way to this Agreement, the Project, or the Professional Services, shall be limited to fifty-thousand dollars (\$50,000). The Client hereby releases ICS for all liability above such amount. This Limitation of Liability applies to all claims, no matter how stated, asserted, alleged, or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum merit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS 's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

7. Insurance:

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence;
\$4,000,000.00 Aggregate
- (c) Automobile Insurance: \$1,000,000.00 Liability.
- (d) Umbrella Liability: \$1,000,000.00 Occurrence;
\$1,000,000.00 Aggregate
- (e) Professional Liability: \$5,000,000.00 Each Claim;
\$5,000,000.00 Annual Aggregate

8. Client Responsibilities:

The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.

9. Hazardous Materials:

It is acknowledged by both parties that ICS scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

10. Assessment Software (CIP 360):

Owner acknowledges and agrees that the proprietary software designed merely to assist ICS and its agents in the performance of their professional activities and is not intended to replace the professional skill and judgement of ICS and/or its agents. ICS shall retain full control over the use of the Software, including input of information and analysis thereof, and any modification or enhancements thereto.

- a. As part of our Service we grant to you, subject to the terms and conditions of the Agreement, use of our proprietary software and the proprietary software. This software may be used in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with this Service Agreement. Neither you (and if you are an organization, none of your employees) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt

to discover the source code or underlying ideas or algorithms of our software; modify, translate, or create derivative works based on our software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to our software; use our for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on our software. Because our software is proprietary, you agree not to publish or disclose to third parties any evaluation of our software without our prior written consent. You acknowledge that ICS (and/or our partners) retains exclusive ownership throughout the world of our software, any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this use will terminate, and you, and any user accessing the Service by means of an organization account, if applicable, will cease to use or have access to the Software.

- b. Owner may only use the Software for Owner's own internal data-processing and not, for example, for time-sharing, training, rental or as a service bureau. End User is not permitted to: (i) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Software, or any license keys, passwords or usernames to the Software, (ii) make the Software, or use thereof, publicly available or available on a network for use by multiple users; (iii) prepare derivative works based on or otherwise modify the Software, in whole or in part; (iv) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Software, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (v) misrepresent the source or ownership of the Software; or (vi) scrape, build databases or otherwise create permanent copies of content returned from the Software.

11. **Dispute Resolution:**

Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

12. **Termination:**

- a. This Agreement may be terminated upon than seven (7) business days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials, and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus termination expenses of 25% of all unbilled fees.

- b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.
- c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16th calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

13. Other Provisions:

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.
- c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
- d. It is specifically always understood and agreed that pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
- e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
- f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.
- g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
- h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
- i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
- j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

End of General Conditions

Appendix B

Signature Page

Signature Page

Chisago County
Professional Services Agreement
3/20/2024

Proposal Terms

Terms of payment of services are delineated in the proposal dated 3/20/2024.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this Professional Services Agreement. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions and the proposal.

Chisago County

Date

Printed Name

Authorized Signature

ICS

Date

Printed Name

Authorized Signature

Appendix C

Billing Rates

Billing Rates

Chisago County
Professional Services Agreement
3/20/2024

2024 Hourly Rate Schedule			
Personnel Description:			Rate/Hour :
Construction Executive		\$	180.00
Project Director		\$	150.00
Safety Director		\$	135.00
Senior Project Manager		\$	140.00
Project Manager		\$	130.00
General Superintendent		\$	140.00
Site Superintendent		\$	125.00
Project Engineer		\$	95.00
Clerical / Accounting		\$	70.00
Industry Standard Fee Range:		Typical Design Fee:	
Heavy Renovation / Remodeling		7.50% - 8.50%	2.50% - 3.80%
Light Renovation / Remodeling		7.00% - 8.00%	2.50% - 3.50%
Additions		6.00% - 7.50%	2.50% - 3.50%
New Construction		5.00% - 6.00%	1.50% - 3.00%
Flat Rates for Reimbursable Items:		Rate Monthly / Weekly	
Site Trailer	\$	1,600.00	per month
Office Supplies / Equipment	\$	300.00	per month
Phones / Internet / Technology	\$	550.00	per month
Superintendent Truck	\$	1,400.00	per month
Project Construction Mileage	\$	1,000.00	per month
Safety Supplies and Signage	\$	350.00	per month
Pre-Construction Mileage	\$	250.00	per month
Superintendent Lodging / Meals	\$	1,000.00	per week

Appendix D

*Notification of
Equal Employment Opportunity /
Affirmative Action Compliance*

Notification of Equal Employment Opportunity/Affirmative Action Compliance

Chisago County
Professional Services Agreement
3/20/2024

4/21/2023



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

As part of ICS's compliance with the federal Equal Employment Opportunity and the State of Minnesota's Affirmative Action Plan (AAP), we hereby notify you that ICS Consulting, LLC is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

ICS takes affirmative steps to employ and advance employment-qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. ICS further notifies you that as an entity supplying goods or services to ICS, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); and
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between ICS and your company.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Faulkner'.

Andy Faulkner
President
ICS

cs-builds.com

ADDENDUM TO
ICS, PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

Whereas, ICS, the Consultant, Chisago County, a subdivision of the State of Minnesota intend to enter into a Professional Services Agreement for the purchase of services provided by ICS; and

Whereas, certain provisions of Minnesota law are applicable to all contracts entered into by the Customer, Chisago County;

Therefore, as additions to the terms and conditions as set forth in the Agreement, the Parties hereto agree to be bound by the following:

- A. **Prompt Payment to Subcontractors.** In the event ICS subcontracts any or all of the work under this Agreement, ICS shall comply with Minn. Stat. §471.425, Subd. 4a and pay the subcontractor within ten (10) days of receipt of payment from Customer, a government entity and political subdivision of the State of Minnesota.
- B. **Insurance.** The Consultant's insurance coverages in excess of the level set forth in the Municipal Tort Claims Act, Minn. Stat. 466, said coverage shall not constitute a waiver of those limits available to the Customer, Chisago County.
- C. **Non-discrimination.** In addition to compliance with federal Equal Employment Opportunity/Affirmative Action as set forth in Exhibit D, Consultant will comply with the provisions of Minn. Stat. §181.59 which requires:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

- D. **State Audits.** The books, records, documents and accounting procedures and practices of ICS relevant to this contract, shall be subject to examination by the Customer and any

county, state or legislative auditor, for a minimum of six (6) years, pursuant to Minn. Stat. 16C.05, Subd. 5.

- E. **Affirmative Action.** The Customer intends to carry out its responsibility under Minn. Stat. §363A.36 requiring that ICS comply with the Affirmative Action Requirements. The Contractor, ICS, with over 40 full-time employees on a single working day within the past twelve (12) months, shall comply with all requirements of Minnesota's affirmative action provisions, and if ICS does not have a Certificate of Compliance, that ICS shall certify that it is in compliance with federal affirmative action requirements.

Customer Chisago County:

CONSULTANT

Chair of the Bd of Commissioners

Affirmed:

Clerk to the Board

Reviewed as to Content:



Chisago County Attorney

Reviewed: _____ Date: _____

Janet Reiter
Chisago County Attorney

TAB VI

Chisago County Sheriff's Office

Chisago County Sheriff Brandon Thyen would like to discuss the following with the Chisago County Budget and Finance Committee;

- a. Office of Traffic Safety TZD Deputy Position
- b. Public Safety Funds Expenditure – SIGMA Tactical Wellness
- c. CCSO New Snowmobile

TAB VII

Construction Program Funding – Public Works

Chisago County Highway Engineer Joe Triplett would like to discuss the Construction Program Funding with the Chisago County Budget and Finance Committee

TAB VIII

Baker Tilly Engagement Letter

Baker Tilly serves in an advisory capacity to Chisago County. Chisago County is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide (the County Auditor-Treasurer's Office). Chisago County is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services and responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Baker Tilly Municipal Advisors, LLC (BTMA) has requested an updated engagement letter related to the services they provide. This updated engagement letter includes an updated fee structure.

The overall agreement is divided into 3 sections;

- 1. Engagement Letter (pages 1-7)** – The letter outlines the basis of the engagement, including:
 - a. Scope – Services will be at the request of the Client.
 - b. Management Responsibilities – Baker Tilly (BT) will serve in an advisory capacity; the County is responsible for management.
 - c. Intellectual Property – Client owns right to defined deliverables. BT retains ownership of proprietary programs, modules, etc.
 - d. Timing and Fees – Services and fees will be outlined in a Scope Appendix prior to engagements.
 - e. Dispute Resolution – Administered by the American Arbitration Association.
 - f. Limitation on Damages – Damages shall not exceed the fees applicable in the Scope Appendix unless there is gross negligence.
 - g. Other Matters – Includes disclosures such as non-discrimination and anti-nepotism.
 - h. Termination – Both the Client and BT have the right to terminate the engagement at any time.
 - i. Attachment A: Important Disclosures – Outlines affiliate members of Baker Tilly and describes the potential conflicts with various fee arrangements.

2. **Scope Appendix re: Municipal Advisory Services – Debt Issuance, Arbitrage, Continuing Disclosure, Economic Development (pages 8-13)** – The services outlined in the Scope of Work will cover the vast majority of engagements, including financial planning, bond issuance, arbitrage monitoring services, continuing disclosure, and economic development. These are all services BT has provided the County in the past. If BT is engaged to perform work outside of the Scope of Work, a separate Scope Appendix will be provided to the Client.
3. **Compensation and Invoicing (pages 14-18)** – This section outlines the fee scheduled for bond issuances, arbitrage monitoring and continuing disclosure services, as well as specific services charged on an hourly basis. I will provide information in a separate communication to the changes in the fee structures.

Attachment:

- Baker Tilly Engagement Letter Agreement Related to Services

March 24, 2024

Chisago County, Minnesota
Attn: Ms. Bridgitte S. Konrad, Auditor-Treasurer
313 North Main Street
Center City, MN 55012

Baker Tilly US, LLP
30 East Seventh Street
Suite 3025
Saint Paul, MN 55101

651-223-3086
bakertilly.com

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by Chisago County, Minnesota (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any “unauthorized aliens” as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

The Firm is aware of the provisions under I.C. 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

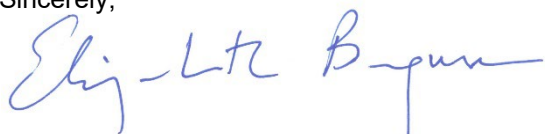
Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International, Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Municipal Advisory Services – Debt Issuance, Arbitrage and Continuing Disclosure

DATE: March 24, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Chisago County, Minnesota (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance ("Debt Obligation").
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Arbitrage Monitoring Services

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an Authorization Listing) to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;
 - b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- > additional or subsequent Debt Obligations that would require arbitrage monitoring services;
- > redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

D. Continuing Disclosure Services

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking (CDU) including master and supplemental CDUs if any.

BTMA will:

- a) Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;
- b) Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and
- c) Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements:

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- a) Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.
- b) If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

5. Other post issuance services (Upon Request. Hourly rates will apply.)

If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

E. Housing and Economic Development Services

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.
11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.

12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

COMPENSATION AND INVOICING

A. Compensation for services relating to debt obligations

1. Fees for Services

- a) General obligation debt:

	<u>Par Amount</u>		<u>Base Fee</u>	<u>Additional Purposes Fee</u>	<u>Total Par</u>	<u>Total Fee</u>
Tier 1	-	to 2,999,999.99	\$ 18,000	\$ 5,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$5,000 for each addtl purpose</i>
Tier 2	3,000,000.00	to 4,999,999.99	\$ 25,000	\$ 5,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$5,000 for each addtl purpose</i>
Tier 3	5,000,000.00	to 9,999,999.99	\$ 30,000	\$ 7,500	<i>Total Par of all purposes</i>	<i>Base Fee + \$7,500 for each addtl purpose</i>
Tier 4	10,000,000.00	to 24,999,999.99	\$ 45,000	\$ 7,500	<i>Total Par of all purposes</i>	<i>Base Fee + \$7,500 for each addtl purpose</i>
Tier 5	25,000,000.00	to 49,999,999.99	\$ 65,000	\$ 10,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$10,000 for each addtl purpose</i>
Tier 6	50,000,000.00	to 74,999,999.99	\$ 75,000	\$ 10,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$10,000 for each addtl purpose</i>
Tier 7	75,000,000.00	to 99,999,999.99	\$ 100,000	\$ 10,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$10,000 for each addtl purpose</i>

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
 - (1) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
 - (2) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.

If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.

- (3) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

2. Compensation and invoicing for arbitrage services

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

- a) Initial determination for a Debt Obligation: \$2,500 for the first year, plus \$500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.
- b) Subsequent determination for a Debt Obligation: \$1,750 for one year, plus \$500 for each additional year when such determinations are made for periods in excess of one year.
- c) Preparation of Form 8038-T: \$500
- d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services

Standard Hourly Rates by Job Classification 2024

Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on June 1, 2023.

4. Compensation for continuing disclosure services

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
 - (1) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
 - (2) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client's audited financial statements contain some or all of the required financial and operating data:
 - (1) A fee of \$600.00; plus
 - (2) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
 - (1) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
 - (1) A fee of \$600.00; plus
 - (2) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

5. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.

- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

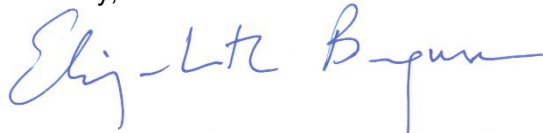
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Exhibit A

Arbitrage Monitoring Services

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated March 24, 2024 by and between Chisago County, Minnesota (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

Bond Issue	Closing Date	Frequency
\$9,630,000 General Obligation Refunding Bonds, Series 2015A	7/14/2015	5th Year
\$9,695,000 General Obligation Jail Bonds, Series 2016A	8/24/2016	5th Year
\$9,680,000 General Obligation Jail Bonds, Series 2017A	1/5/2017	5th Year
\$11,025,000 General Obligation Refunding Bonds, Series 2022A	1/19/2022	5th Year

TAB IX

SWCD Termination of Building Lease

On March 22nd, the Chisago Soil and Water Conservation District was notified by the new owner of their lease that they will be terminating the lease effective July 31, 2024. SWCD is currently officed in North Branch. The SWCD leased 737 sq. ft. of office space at 38814 Third Ave. Main Street Commons, North Branch, MN 55056.

SWCD is currently collocated with USDA NRCS in their lease and would like to remain collocated. The SWCD currently pays \$13,136.20 (\$18.50 per square foot) annually to lease its space (USDA NRCS is a co-tenant).

Potential options the County can provide: North Branch HHS Building, North Branch Library Building

Attachment:

- Notice of Termination
- 2022 Current SWCD Lease
- MOA between SWCD and USDA

Towne Holdings, LLC

300 Jackson Ave
Cloquet, MN 55720
218-391-5983
Whatsupdoc99@aol.com

March 10, 2024

Chisago County Soil & Water
Attn Craig Mell
38814 Third Avenue
North Branch, MN
55056

Craig, first I want to thank you for "showing us the ropes" of both the building and of the relationships of the various entities. As you pointed out, it is a good relationship albeit complicated!

After a lot of thought and conversation on the leasing arrangement that is essential, I have to unfortunately tell Chisago County and the USDA organization that we would not be able to provide the services and functions that both of your organizations need. Perhaps if we were closer in distance or if we were established in the community it would be possible. But at this point we will be looking for a leasing partner that will do many activities that you now require to be hired out and do not incur any expense for. From cleaning their rental areas to some amount of building maintenance when needed..it would be too difficult to manage these things from this distance and make this a great relationship.

I am including a formal lease termination as is required in the current lease. If you would like a couple months beyond the date of July 24th we would certainly be amenable to that.

Again, thank you for your time and helpfulness during this transition.

Sincerely,

Linda Towne, COO
Towne Holdings

Towne Holdings, LLC

300 Jackson Ave
Cloquet, MN 55720
218-391-5983
Whatsupdoc99@aol.com

March 10, 2024

Chisago County Soil & Water
Attn Craig Mell
38814 Third Avenue
North Branch, MN 55056
United States Government

Subject: Notice of termination for lease number: ~~57-6322-15-04~~
Property located at 38814 3rd Ave, North Branch, MN 545056

Dear Mr Mell and Chisago County Soil and Water Board:

Towne Holdings, LLC is the new owner of the property for the above subject property. The current lease signed on August 16, 2022 provides for termination of the lease with 120 day written notice. Said notice is computed with the day after the date of mailing. Please consider this letter formal termination which will allow for a termination that is concurrent with the lease of UDSA Resource Department of Agriculture which will end July 31, 2024.

Please contact me when you are ready to coordinate plans for vacating the space. Wishing you all the best in the future.

Sincerely,



Linda Towne, COO
Towne Holdings

CC: Central Minnesota Land Holdings, LLC



Chisago Soil & Water Conservation District

38814 Third Avenue, North Branch, MN 55056
Phone: (651)674-2333 www.chisagoswcd.org

LEASE FOR REAL PROPERTY

THIS LEASE, made and entered into this day by and between Central MN Land Holdings LLC whose address is: PO Box 218, North Branch, MN 55056 and whose interest in the property hereinafter called the Landlord and the Chisago Soil and Water Conservation District hereinafter called the CSWCD.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

- a) The Landlord hereby leases to the CSWCD the following described premises: 737 net usable square feet at 38814 Third Avenue Main Street Commons, North Branch, MN 55056 to be used for office space and general purposes space.
- b) The CSWCD shall pay the Landlord annual rent of \$13,634.50 at the rate of \$1,136.20 per month (\$18.50 per square foot). Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Central MN Land Holdings LLC.
- c) To have and to hold the said premises with their appurtenances for the term beginning August 1, 2022, the CSWCD will continue rent payments in the MONTHLY amount of \$1,136.20 (\$18.50 per square foot) for: 737 square feet of office and general purposes space. This lease will run concurrent with the Landlord's lease with the US Department of Agriculture Natural Resources Conservation Service. Central MN Land Holdings LLC and the CSWCD agree that if the co-tenant US Department of Agriculture Natural Resources Conservation Service terminates its lease with MN Land Holdings LLC, the CSWCD may terminate its lease without penalty and with 120 days written notice.
- d) Either party (Landlord or CSWCD) may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to the other party (Landlord or CSWCD) and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- e) The Landlord shall furnish the CSWCD, as part of the rental consideration, the following: This is a fixed rate to include building and ground maintenance, snow removal, janitorial services and supplies.
- f) This agreement supplants and supersedes all prior agreements, written or oral. It is agreed and understood that the entire agreement of the parties is contained herein and any variations or alterations shall be reduced to writing and executed by the parties as an amendment to this Lease.

In Witness Whereof, the parties have hereunto subscribed their names as of the dates written below.

Central MN Land Holdings LLC.

Signature – Dennis Aulich

8-16-22
Date

Chisago Soil & Water Conservation District

Signature – Craig Mell

8-16-2022
Date

"Bringing Conservation to Chisago County"

MEMORANDUM OF AGREEMENT BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
State of Minnesota, Chisago Soil and Water Conservation District

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the Chisago Soil and Water Conservation District (Conservation District).

The NRCS and Conservation District (the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District and the first State Conservation Agency were established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Conservation District coordinates and implements locally led conservation plans using their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either part to activities beyond the scope of its respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results.

1. The Conservation District shall:

- a. Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- b. Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.
- c. Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
 - i. Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved community.
 - ii. Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, including Tribal publications.
 - iii. Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
 - iv. Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
 - v. Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
- d. Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
- e. Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- f. Develop a District Long-Range Plan every three (3) years and an Annual Plan of Work each year. These documents must incorporate local and community inputs.
- g. Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- h. Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
- i. Cooperate and collaborate across conservation districts, as appropriate.

2. NRCS shall:

- a. Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
- b. Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - i. Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
 - ii. Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- c. Respond to requests from the Conservation District for technical guidance and assistance.
- d. Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- e. Provide an annual summary of NRCS accomplishments to the Conservation District.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

1. The Conservation District shall:

- a. Adhere to Federal, State, Local, and Tribal laws and regulations.
- b. Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- c. Leverage and promote use of USDA technologies and applications, as appropriate.
- d. Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- e. Participate in local, state, and national opportunities for policy, program, and project development.

2. NRCS shall:

- a. Develop, update, and disseminate technical standards, policies, and procedures.
- b. Seek input and comment from communities on natural resource conservation policies and issues.
- c. Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.

- d. Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- e. Provide non-NRCS employees job approval authority in accordance with NRCS policy and consistent with State laws.
- f. Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- g. Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes
- h. Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
- i. Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the delivery of field-based conservation technical assistance.

C. Data and Information Sharing

- 1. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- 2. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- 3. Conservation District personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Partner's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- 4. See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

1. This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOA with a 60-day written notice to the other.
2. This MOA may be supplemented, to reflect mutually agreed-to detailed working arrangements, to include an Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

1. This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:
 - a. Office spaces and equipment/supplies
 - b. Vehicles and associated expenses (e.g., fuel, maintenance)
 - c. Computers, software, and technical equipment
2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:
 - a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
 - b. Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
 - c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
2. The Department of Agriculture and Conservation District and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
5. Contacts for each Party for administrative or technical concerns are listed below:

Natural Resources Conservation Service	Chisago Soil and Water Conservation District
Steve Cole Natural Resources Conservation Service Assistant State Conservationist Field Operations NE Area Office Duluth, MN 55811 steven.cole@usda.gov 763-567-6601	Craig Mell, District Administrator Chisago Soil and Water Conservation District 38814 Third Avenue North Branch, MN 55056 craig.mell@mn.nacdnet.net 651-674-2333

V. SIGNATURES

USDA NATURAL RESOURCES CONSERVATION
SERVICE

Troy Daniell

Digitally signed by Troy Daniell
Date: 2021.02.23 10:17:24
-06'00'

Troy Daniell, State Conservationist

Date

CHISAGO SOIL AND WATER CONSERVATION
DISTRICT

 Jim Birkholz, Board Chair

Date

2/12/2021

APPENDIX A

ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS

I. Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter, "Acknowledgment") is to require acknowledgment by Chisago Soil and Water Conservation District (hereinafter, the "Conservation Cooperator") of the requirements of 7 USC 8791 (Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill)), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. The Conservation Cooperator assists USDA in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Federal agreement. Those individuals or organizations (governmental or nongovernmental) that assist USDA with providing conservation-related services are known as Conservation Cooperators.

II. NRCS Conservation Cooperator

As a Conservation Cooperator, the Conservation Cooperator is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the Conservation Cooperator to provide conservation related services or to perform monitoring, assessing, or evaluating of conservation benefits (as specified in the agreement between NRCS and the Conservation Cooperator). Disclosure to the Conservation Cooperator can include receiving the protected information either 1) directly from USDA; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer's permission.

III. Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 hereinafter, "section 1619" provides that USDA, or any "contractor or cooperator" of USDA, "shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided." USDA may disclose protected information to a USDA cooperator when such cooperator is "providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices" if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. The Conservation Cooperator is a "contractor or cooperator" of USDA within the meaning of Section 1619. Accordingly, the Conservation Cooperator may not subsequently disclose any information protected by section 1619. By entering the agreement that references this Acknowledgement, the Conservation Cooperator is certifying future compliance with the statutory obligations under Section 1619.

IV. Responsibilities

A. The Conservation Cooperator certifies that:

1. It acknowledges and understands that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
2. Acceptance of the agreement referencing this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with USDA prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.
3. The Conservation Cooperator will use the protected information only to perform work that is directly connected to conservation related services or perform monitoring, assessing, or evaluating conservation benefits, as specified in the agreement between NRCS and the Conservation Cooperator (hereinafter, "the Work"). Use of the protected information to perform work that is not directly connected to the Work is expressly prohibited.
4. The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to perform the Work.
5. The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.
6. The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with USDA to determine whether the information must be withheld.
8. This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.
9. Use of the protected information for any purpose is expressly prohibited when an

individual or organization is no longer a Conservation Cooperator. When the Conservation Cooperator is no longer a Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to USDA. The Conservation Cooperator must provide to USDA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

10. The State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

V. Protected Information

- A. An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:
 1. State identification and county number (where reported and where located).
 2. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 3. Farm, tract, field, and contract numbers.
 4. Production shares and share of acres for each Farm Serial Number (FSN) field.
 5. Acreage information, including crop codes.
 6. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 7. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 8. Location of conservation practices.
- B. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Conservation Cooperator shall consult with USDA if there is any uncertainty as to the provision of such information.
- C. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Conservation Cooperator must consult with USDA as to whether specific information falls within this exception prior to relying on this exception.

VI. Violations

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in

action by USDA, including termination of the underlying Federal agreement.

VII. Effective Period

This Acknowledgment will be in effect on the date of the final signature of the underlying agreement and continues until USDA notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

TAB X

SWCD Rain Gardens at Chisago County Government Center

Chisago Soil and Water Conservation District has approached the County to overhaul the rain gardens in front of the Chisago County Government Center, as well as the visitor lot east of the Government Center.

SWCD has proposed a new 10-year contract for the projects, which Clean Water Fund (75%) and LID (25%) money to pay for 100% of the projects (no levy/County funds).

Under the current proposed contract language, SWCD would rehab and overhaul the gardens, but the County is responsible for the maintenance infrastructure (as previously done with SWCD).

Attachment:

- Government Center Final Plans
- Operation and Maintenance Plan

Operation and Maintenance Plan

Chisago Government Center Tree Trenches and Rain Gardens

Prepared by: Rebecca Nestingen, PE

Background

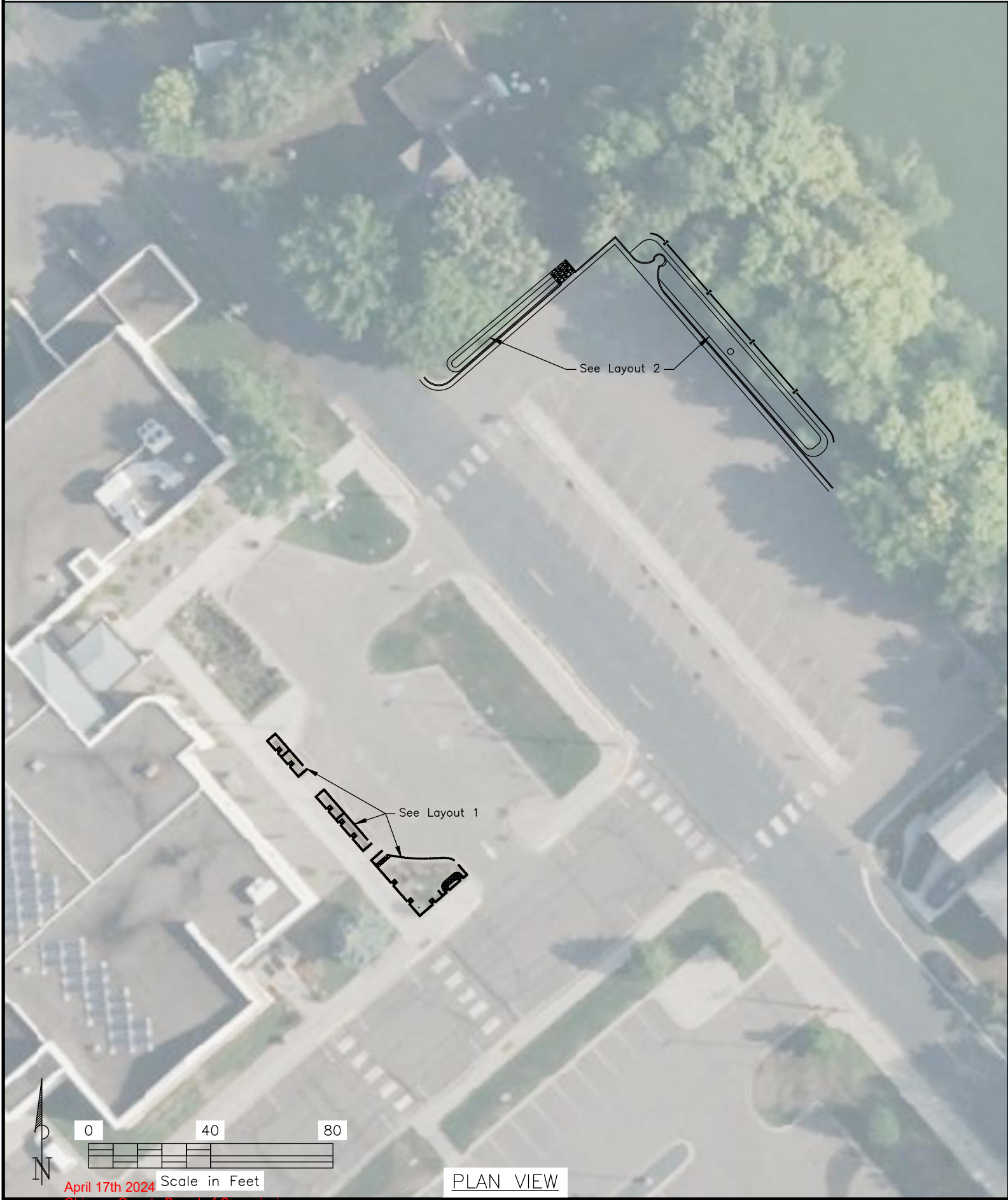
The purpose of the Chisago Government Center tree trenches and rain gardens (BMPs) is to control stormwater runoff volumes through the processes of infiltration and evapotranspiration to reduce stormwater runoff volume and pollutant load and are an asset to Chisago County. These practices will require periodic operation and maintenance to maintain satisfactory performance. The life of these practices can be extended through timely operations and maintenance.

Requirements

Operation and maintenance requirements include:

- Routinely examine BMPs for visible trash or large debris and promptly remove if discovered.
- Routinely inspect inlet points for accumulation of debris and sediment that would block flow. If required cut back vegetation growth that impedes flow and/or remove accumulated sediment and debris.
- Following significant rain events observe drawdown rate of ponded water. Ponded water should drawdown to within 1-2" of the bottom of the basin within 48 hours. If drawdown does not occur within 48 hours, contact the Chisago SWCD to investigate the cause and recommend a course of remediation.
- Following significant rain events inspect the surface of the mulch layer for movement of material. If required replace material or rake smooth if needed.
- Following significant rain events inspect contributing side slopes for evidence of erosion and if necessary smooth out any rill erosion and stabilize with vegetation and temporary cover.
- Planted areas should be weeded by hand approximately monthly for removal of undesired plant species. Replace dead plant material if required to maintain at least 70 percent uniform perennial vegetative cover.
- Annually cut back vegetation as needed to maintain aesthetics.
- Avoid utilizing basin areas for snow storage during this winter. In the early spring remove accumulated winter salt and/or sand deposition.

DETAIL PLANS FOR CHISAGO COUNTY GOVERNMENT CENTER
TREE TRENCH AND RAIN GARDEN RETROFIT, CHISAGO COUNTY, MN



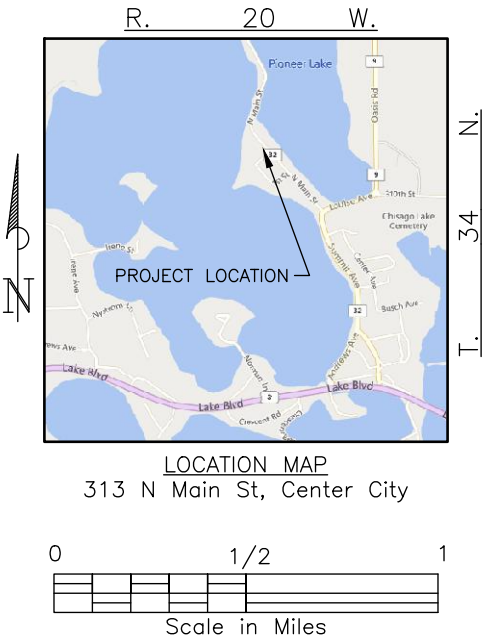
INDEX OF DRAWINGS	
Sheet Number	Title
1	Cover Sheet
2	Layout 1
3	Layout 2
4	Details

LIST OF ESTIMATED QUANTITIES			
EST QTY	UNIT	ITEM	SPEC.
1	EA	Remove Drainage Structure	2104
3	EA	Salvage Sign	2104
4	CY	Remove Riprap	2104
26	CY	Excavation – Common	2106
3	EA	Pipe Drain Riser	2502
236	LF	Drain Inspection	2502
1	EA	Construct Drainage Structure Design Special	2506
4	CY	Random Riprap Class II	2511
13	SY	Install Landscape Rock	2540
416	EA	Perennial Plugs	2571
2	EA	Storm Drain Inlet Protection	2573
92	LF	Sediment Control Log Type Wood Chp	2573
26	CY	Filter Topsoil Borrow	2574
91	SY	Mulch Material Type 6	2575
Bid Alternate			
TBD	LF	4" PVC Pipe Drain	2502
TBD	LF	4" Perf PVC Pipe Drain	2502
TBD	LF	Clean Pipe Drain	2502

- EROSION AND SEDIMENT CONTROL NOTES:**
- Down gradient perimeter control and inlet protection must be installed prior to the start of earth disturbing activities.
 - When permanent vegetation must be disturbed, limit the area of disturbance to the minimum required for the project.
 - Locate topsoil or other temporary stockpiles of soil in locations where they will not be subject to erosion from concentrated flow.
 - Any sediment tracking onto paved surfaces from construction vehicles must be removed within 48 hours from discovery.
 - Excessive sediment discharges from any project that impact water quality may result in enforcement action under state water quality protection rules.
- GENERAL CONSTRUCTION NOTES:**
- Drain pipes shall be inspected and recorded with proper camera equipment to check drain integrity. Cleaning and replacement shall occur as directed by the engineer.
 - All excess excavation materials shall become the property of the contractor and utilized or disposed of offsite in accordance with all local, state, and federal regulations.
 - Excavation and material placement shall occur by hand or using a backhoe with a toothed bucket. To prevent compaction or smearing do not operate skid steers within basins. Earthwork shall also be performed during dry soil conditions.
 - Prior to mulching and planting, contractor shall consult with Chisago SWCD staff to approve plant material and determine layout of perennial plugs.



LOCATION IN MINNESOTA



LOCATION MAP
313 N Main St, Center City

MNDOT Specifications for Construction (2020 edition) apply for all materials and construction work. These specifications are part of this plan.

Changes in the drawings or specifications must be authorized by the owner and the Chisago SWCD representative with the proper approval authority.

The owner is responsible for obtaining land rights and local, state, and federal permits or other permission necessary to perform and maintain the practice.

State law requires the excavator contact Gopher State One Call at (800) 252-1166 for utility locations at least at least 48 hours prior to starting excavation work.

GSOC Number

COVER SHEET
TREE TRENCH AND RAIN GARDEN RETROFIT
CHISAGO COUNTY

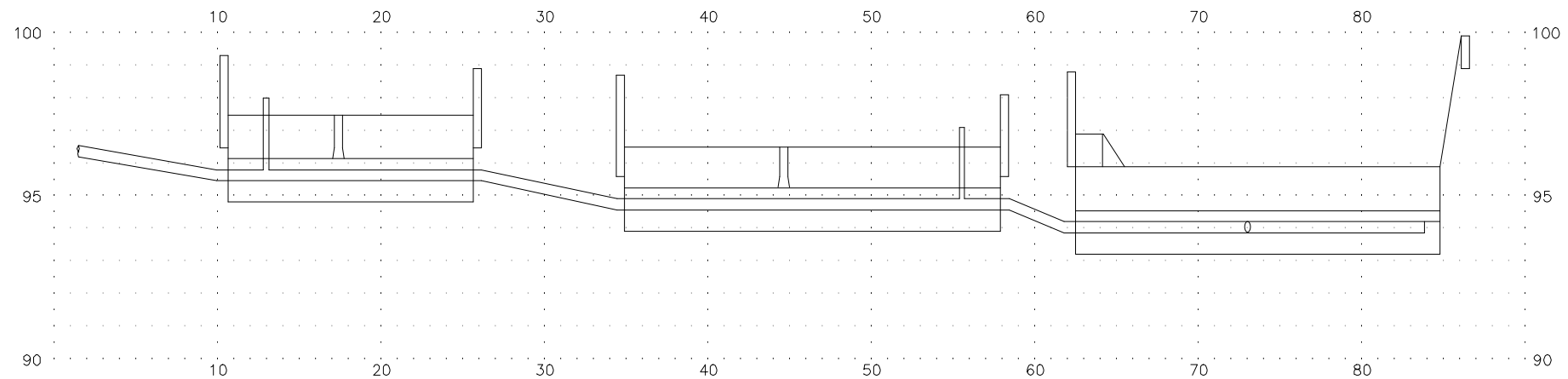
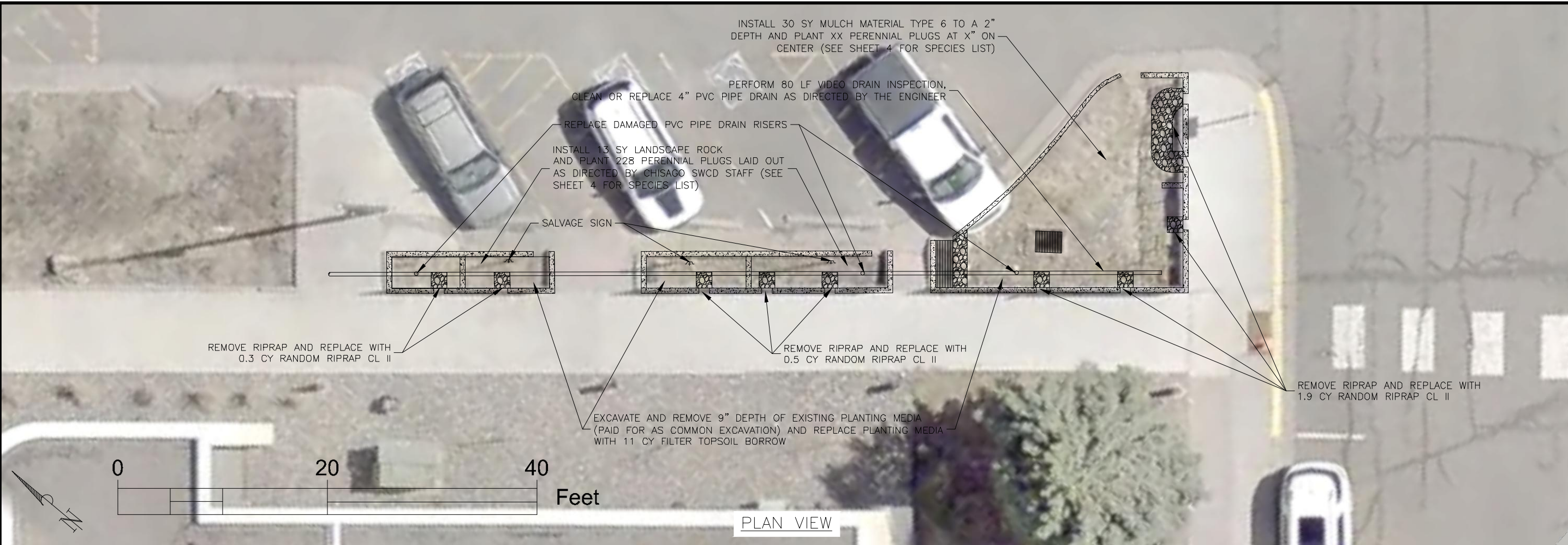


File Name
Retrofits2024.dwg

2/13/2024
Sheet 1 of 4

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota
Rebecca S. Nestingen
Rebecca S. Nestingen (Reg. No. 49246) Date: 2/13/2024

Sec. 27, Center City, Chisago Co., Minnesota



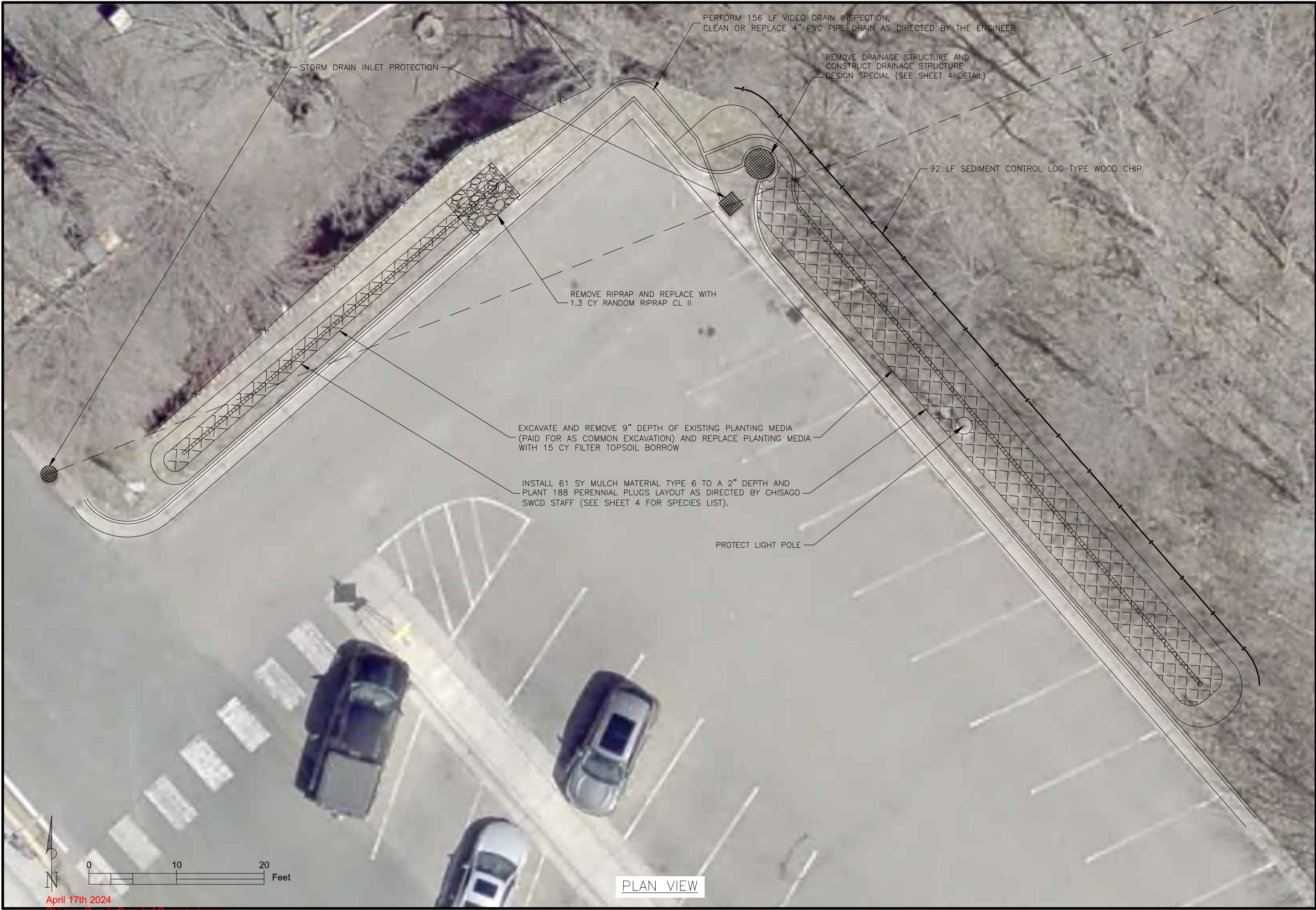
LAYOUT 1
 TREE TRENCH AND RAIN GARDEN RETROFIT
 CHISAGO COUNTY

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota

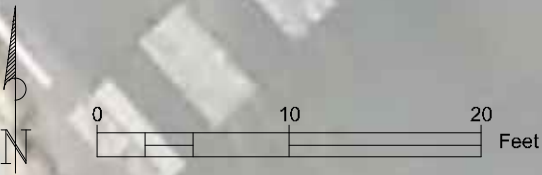
Rebecca Nestinger
 Rebecca S. Nestinger (Reg. No. 49246)
 Date: 2/13/2024



File Name
 Retrofits2024.dwg



PLAN VIEW



April 17th 2024
Chisago County Board of Commissioners

LAYOUT 2
TREE TRENCH AND RAIN GARDEN RETROFIT
CHISAGO COUNTY



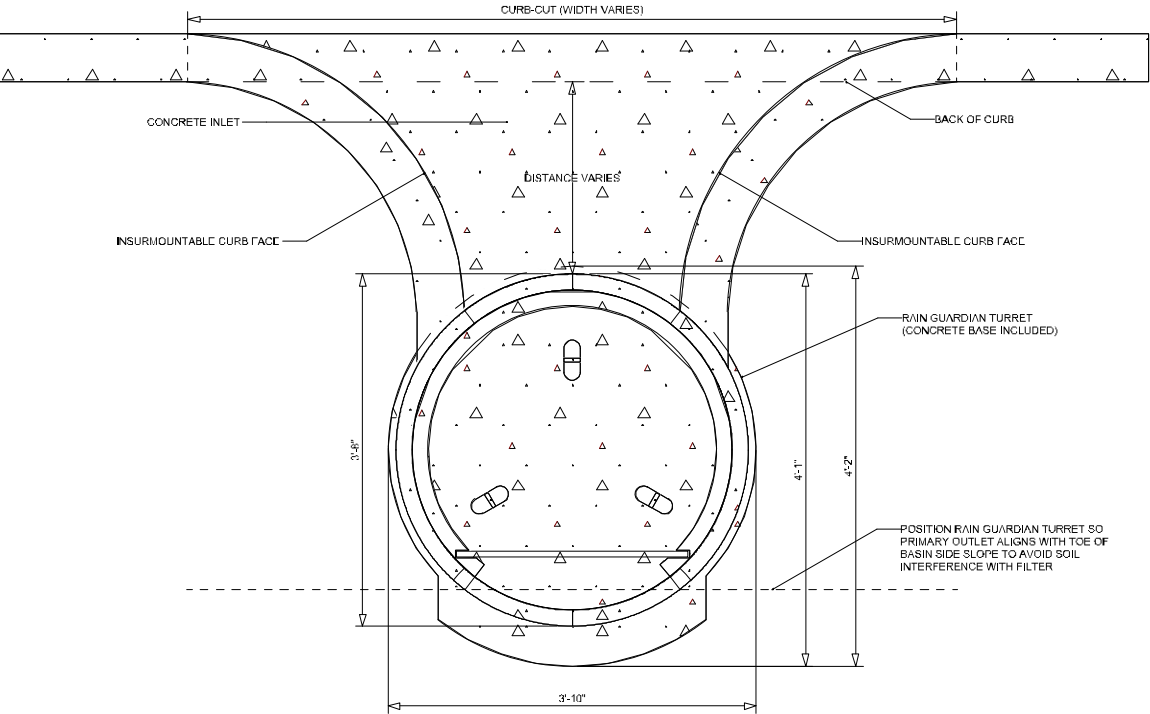
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2/13/2024
Sheet 3 of 4

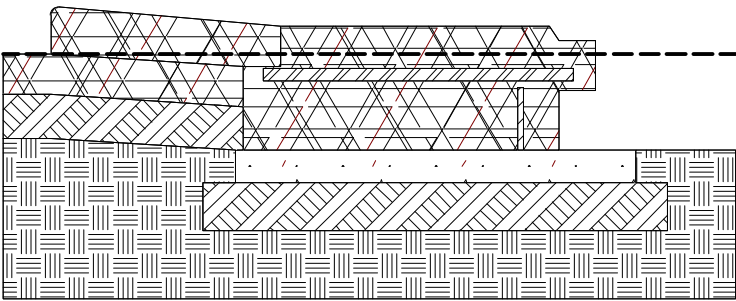
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota
Rebecca Nestinger
Rebecca S. Nestinger (Reg. No. 49246) Date: 2/13/2024

Sec. 27, Center City, Chisago Co., Minnesota

RAIN GUARDIAN TURRET 12" PLAN VIEW
U.S. PATENT NOS. 8,501,016 AND 8,858,804



RAIN GUARDIAN TURRET 12" CROSS-SECTION VIEW
U.S. PATENT NOS. 8,501,016 AND 8,858,804



PERENNIAL PLUG SPECIES LIST

QTY	COMMON NAME	SCIENTIFIC NAME
LAYOUT 1 – FRONT OF GOVERNMENT CENTER		
78	LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM
75	COMMON RUSH	JUNCUS EFFUSUS
32	PRAIRIE BLAZING STAR	LAITRIS PYNCNOSTACHYA
32	BLUE FLAG IRIS	IRIS VERSICOLOR
LAYOUT 2 – VISITOR LOT		
114	LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM
74	COMMON RUSH	JUNCUS EFFUSUS

VEGETATION ESTABLISHMENT NOTES:

- Contractor is responsible for the following minimum watering standards:
1. Apply water as needed in combination with rainfall to achieve the following:
 - 1.1. Minimum rate: 1 inch per week.
 - 1.2. Maximum interval between watering: 72 hours.
 - 1.3. Minimum application per watering: 0.25 inch.
 2. During extreme heat or drought periods, increase watering to maintain moist soil to a depth of 4 inches.
 3. Maintain adequate soil moisture in the upper 12–inches for 30 days after sodding, planting or seeding. If watering responsibility is transferred to property owners, Chisago SWCD must approve of transfer before watering activity occurs.

DETAILS
TREE TRENCH AND RAIN GARDEN RETROFIT
CHISAGO COUNTY

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota

Rebecca Nestinger
Rebecca S. Nestinger (Reg. No. 49246) Date: 2/13/2024



File Name
Retrofits2024.dwg

2/13/2024
Sheet 4 of 4

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 18
Title of Item for Consideration: 2024 State of Minnesota Boat and Water Safety Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: No previous action has been taken.	
Background: This is the 2024 State of Minnesota Annual County Boat and Water Safety Grant that provides up to \$23,359.00 for equipment, supplies, and wages. Attachment(s): Copy of State Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the 2024 State of Minnesota Boat and Water Safety Grant. The following motion is suggested: <i>“Move to approve the 2024 State of Minnesota Annual County Boat and Water Safety Grant as provided.”</i>	
Implications of Action: Approving this annual State Grant will provide the Sheriff's Office an additional \$23,359.00 to be used for equipment, supplies and wages. Budget/Financial Implications: The grant provides for up to \$23,359.00 paid back to the county for approved expenditures. Legal/Policy Implications: This State Grant has been reviewed and has been found to be in compliance with Chisago County policies, as well as all Local, State, and Federal Laws. 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
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract#

244737

PO#

3-248992

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type State	Vendor Number 0000197284-001
Total Amount \$23359	Project ID R29G70CGBLA22	Billing Location R297000221	UEI GVHPL2BDV794	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A7CG002
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Grant Begin Date January 1, 2024	Grant End Date June 30, 2025
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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 ANNUAL COUNTY BOAT AND WATER SAFETY 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, (GVHPL2BDV794) ("Grantee"). The payment address for this grant contract agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
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.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2024 or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2024 grant expenditures incurred back to effective date. 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:** June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant 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 and Single Audits; 10. Government Data Practices and Intellectual Property; 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:

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. 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.

The grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

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 up to Twenty three thousand three hundred fifty nine dollars.
 - (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 Twenty three thousand three hundred fifty nine dollars.
 - (c) **Match:** *Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

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. Submit **one** invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 **Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>
- (c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

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.

6 **Authorized Representative**

The State's Authorized Representative is [Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources \(DNR\), 500 Lafayette Rd., St. Paul, MN 55155-4047, \[adam.block@state.mn.us\]\(mailto:adam.block@state.mn.us\)](#) 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](#). 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," 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](#), 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 Commissioner of Administration, by the State granting agency 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.

If the grantee expends \$750,000 or more of Federal awards in a fiscal year, they 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 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant 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 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 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.

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 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.

14 Termination

14.1 **Termination by the State.** (a) 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.

(b) **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.

14.2 **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.

14.3 **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.

15 Data Disclosure

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

16 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.

17 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).

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 grant contract 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 grant contract 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.

Attachments:

- _____ A. State Boat Grant Contract 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 Minnesota Statutes §' 16A.15.

Signed: **Pamela D. Brisson**
 Digitally signed by Pamela D. Brisson
 Date: 2024.03.11 15:16:28
 Chisago County Board of Commissioners

3. STATE AGENCY: NATURAL RESOURCES

By: _____
 (With delegated authority)

SWIFT Contract # 244737
Purchase Order # 3-248992

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: _____

Distribution:
1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: _____
Title: _____
Date: _____

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 19
Title of Item for Consideration: 2024 Federal Boating Safety Supplemental Patrol Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: No previous action has been taken.	
Background: The Sheriff's Office has received the 2024 Federal Boating Safety Grant which provides funding for extra safety and enforcement patrols on Chisago County Lakes and Rivers. Attachment(s): 2024 Federal Boating Safety Supplemental Patrol Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2024 Federal Boating Safety Supplemental Patrol Grant. The following motion is suggested: <i>“Move to approve the acceptance of the 2024 Federal Boating Safety Supplemental Patrol Grant.”</i>	
Implications of Action: Accepting this grant will provide for up to \$7,500.00 in wage reimbursement for water patrol enforcement. Budget/Financial Implications: The grant provides reimbursement funding for wages up to \$7,500. Legal/Policy Implications: This Federal Grant has been reviewed and has been found to be in compliance with Chisago County policies, as well as all Local, State, and Federal Laws. 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 PATROL
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 246001

PO #: 3-250301

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2024	Source Type REIMB	Vendor Number 0000197284-001
Total Amount \$7500	Project ID R29G70CGBLA23	Billing Location R297000221	UEI GVHPL2BDV794	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A7CG002
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Grant Begin Date May 10, 2024	Grant End Date September 2, 2024
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Grantee Name and Address:

Chisago County Sheriff's Office
15230 Per Rd.
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 PATROL 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, 15230 Per Rd., Center City, MN 55012 (DUNS GVHPL2BDV794) (“Grantee”). The payment address for this grant contract 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 is empowered to enter into this grant contract agreement. 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 additional boating safety patrol of lakes and rivers in the county.
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:** May 10, 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:** September 2, 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 and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. 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). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the “Minn. Rules” will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. 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.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State 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 seven thousand five hundred dollars.
- (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 seven thousand five hundred dollars.

- 4.2 **Payment**

- (a) **Invoice.** 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. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 6, 2021,

- unless an extension is requested in writing from the Grantee and approved in writing from the State.
- (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. Exhibit B 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.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

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 – Central Office, 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, 15230 Per Rd., 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 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](#), 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 Commissioner of Administration, by the State granting agency 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.** (a) 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.
(b) **Termination by The Commissioner of Administration.** 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.
- 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) It does not obtain funding 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 grant contract 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 grant contract 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.

Attachments:

- _____ A. Federal Boat Patrol Grant Contract 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: 3/29/2024

SWIFT Contract # 246001

Purchase Order # 3-250301

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: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 20
Title of Item for Consideration: SHIP 225 Grant Agreement – Chisago County Master Gardeners	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement 225 – Chisago County Master Gardeners	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve SHIP grant agreement 225 – Chisago County Masters Gardeners. The following motion is suggested: <i>“Move to approve SHIP Grant Agreement 225 – Chisago County Master Gardeners.”</i>	
Implications of Action: Approval of this Ship grant agreement will allow the Master Gardeners to purchase Benches, Signs, Cement pads, and Ground cover applications, these items are for the Forest Garden on Harder Park in North branch, members of the community can go and sit on the benches to face the garden or ball field, the signs will contain helpful information about the garden, the cement pads will support the benches and the ground cover will help in preventing local weeds and grasses from infiltration and maintain health and garden aesthetics. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,999.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:

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

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 (“County”) and Chisago County Master Gardeners, 39260 Harder Parkway (Park location) North Branch, MN 55056 (“Grantee”).

Recitals

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

WHEREAS, Chisago County Master Gardeners applied to County for a SHIP Grant in order to purchase Benches, Signs, Cement pads, and Ground cover applications, these items are for the Forest Garden on Harder Park in North branch, members of the community can go and sit on the benches to face the garden or ball field, the signs will contain helpful information about the garden, the cement pads will support the benches and the ground cover will help in preventing local weeds and grasses from infiltration and maintain health and garden aesthetics; and

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

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

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

NOW THEREFORE, the County and Chisago County Master Gardeners Office enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** April 17, 2024 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: Dawn White, Chisago County Master Gardener
Address: 39260 Harder Parkway (Park location) North Branch, MN 55056
Phone: 651-238-4395
Email: dawnmwhite.2014@gmail.com

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Nine Hundred Ninety-Nine Dollars (\$2,999.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

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

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

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

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

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

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

20.2. *Intellectual Property.*

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

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Dawn White, Chisago County Master Gardener
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Marlys Dunne, 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: 4/10/2024

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 21
Title of Item for Consideration: SHIP 226 Grant Agreement – Chisago Lakes Middle School	
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 226 Grant Agreement – Chisago Lakes Middle School	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP 226 grant agreement – Chisago Lakes Middle School. The following motion is suggested: “Move to approve the SHIP 226 Grant Agreement – Chisago Lakes Middle School.”	
Implications of Action: Approval of this SHIP grant agreement will allow Chisago County Middle School to purchase items and supplies that will be used to teach students how to grow their own food in a sustainable way, the items to be grown are a variety of Fruits, Vegetables for the overall health of the Human body, the items to be purchased will be 6 raised metal beds, Mulch, seeds, harvest collecting materials, dirt and so much more. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,845.70. 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 _____

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County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago Lakes Middle School, 13750 Lake BLVD, Lindstrom, MN 55045 ("Grantee").

Recitals

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

WHEREAS, Chisago Lakes Middle School applied to County for a SHIP Grant in order to purchase items and supplies that will be used to teach students how to grow their own food in a sustainable way, the items to be grown are a variety of Fruits, Vegetables for the overall health of the Human body, the items to be purchased will be 6 raised metal beds, Mulch, seeds, harvest collecting materials, dirt and so much more; 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 Eight Hundred Forty-Five Dollars and Seventy Cents(\$2,845.70)**; 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 Lakes Middle School enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** April 17, 2024 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: Holly Maeckelbergh
Address: 13750 Lake BLVD, Lindstrom, MN 55045
Phone: 651-213-2402
Email: hmaeckelberghisd2144.org

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Eight Hundred Forty-Five Dollars and Seventy Cents (\$2,845.70)**.
- 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: Holly Maeckelbergh, Life Science Teacher
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Marlys Dunne, 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: 4/10/2024

Chisago County Request For Board Action

Meeting Date: April 17, 2024	Item Number: 22
Title of Item for Consideration: Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None	
Background: Isanti County Health and Human Services as the Fiscal Host is the Contracting Entity for the Counties of Chisago, Isanti, Kanabec, Mille Lacs, and Pine and are all members of Region 7E Adult Mental Health Initiative. The members of Region 7E have identified certain populations who are in need of: - Family Preservation - Education/Resources - Related Mental Health services The annual allocation of \$114,880.00 is utilized towards services that meet Chisago County's payments for services. Attachment(s): - AMHI and Chisago County contract - Brass code attachment A	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract. The suggested motion is as follows: <i>“Move to approve the Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract.”</i>	
Implications of Action: Approval of this contract will allow Chisago County Health & Human Services to ensure that any expenses paid by and for AMHI are within compliance of the approved brass codes outlined in Attachment A. Budget/Financial Implications: Funded by grant dollars Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Contract between Isanti County Health and Human Services

Acting as Fiscal Host for the Adult Mental Health Initiative and Chisago County

This is an Agreement between Isanti County Health and Human Services as the Fiscal Host, hereafter referred to as the "COUNTY", as the contracting entity for the Counties of Chisago, Isanti, Kanabec, Mille Lacs, and Pine, members of the Region 7E Adult Mental Health Initiative, hereafter referred to as "REGION 7E", and Chisago County Health and Human Services hereafter referred to as "CONTRACTOR," entered into and agreed upon for the period January 1, 2024 to December 31, 2024.

WHEREAS, pursuant to Minnesota Statute 402.02, subd. 1, Region 7E has identified a certain population who are in need of family preservation, education/resources, related mental health services; and

WHEREAS, Minnesota Statute 245.461 through 245.486 establish the Minnesota Comprehensive Adult Mental Health Act; and

WHEREAS, the CONTRACTOR represents that it is duly licensed, qualified, and willing to perform such services; and

WHEREAS, pursuant to Minnesota Statute Chapter 402, the COUNTY wished to purchase such services from the CONTRACTOR; and

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

I. SERVICES TO BE PROVIDED

- A. ATTACHMENT A is incorporated hereinafter and outlines approved BRASS codes and BRASS codes that require SEAGR unit reporting.
- B. The CONTRACTOR shall, at their discretion, administer the utilization of the AMHI funding allocated. The CONTRACTOR agrees to ensure all AMHI expenses are within approved BRASS codes as outlined in ATTACHMENT A and have adequate supporting documentation to justify the expense.
- C. The CONTRACTOR agrees to track and provide SEAGR units for applicable BRASS codes. SEAGR units will be reported on any and all invoices submitted to the COUNTY.
- D. The CONTRACTOR will provide supporting documentation, upon request by the COUNTY, for any invoice submitted.

II. COMMUNITY MENTAL HEALTH REPORTING SYSTEM

The CONTRACTOR agrees to report to the Minnesota Department of Human Services (DHS), the COUNTY, and/or REGION 7E according to specifications of the Mental Health Information System (MHIS), and according to other specifications of DHS, COUNTY, or REGION 7E.

III. PAYMENT FOR SERVICES

- A. Invoices shall be submitted to the person designated by REGION 7E by the 10th of each month following the month of service. The Contract shall be fully signed prior to payment for services. Payment for services shall be made directly to the CONTRACTOR within 35 days of receipt of an invoice. The final invoice for 2024 shall be estimated and received by the designated person no later than noon on Monday, December 2, 2024. Because this is cash basis grant funding, no additional funds will be available if the cost of services covered by the last invoice of the year is underestimated.
- B. The allocated amount for Chisago County is not to exceed \$114,880.00.
- C. The CONTRACTOR understands that the allocated amount may be reduced if the CONTRACTOR is underspending or not performing up to needs and expectations of the region. Invoices will be reviewed monthly and based upon billing history, may be reallocated during a quarterly reconciliation process

resulting in a contract amendment that may increase or decrease the amount of the contract. These funds may be reallocated and moved within the Region 7E programs under the direction of the Region 7E Governing Board generally following mandated and priority services established by the Region 7E and DHS.

IV. INDEMNIFICATION AND INSURANCE

- A. The CONTRACTOR agrees that in order to protect itself as well as the COUNTY, it will at all times during the term of this Contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736 and 466.04, subdivision 4, whichever is greater. However, should the coverage available to the CONTRACTOR exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The CONTRACTOR must provide a current certificate of insurance to the COUNTY prior to the contract being executed.
 - 1. Commercial General Liability Insurance
 - a. \$500,000 per claimant/\$1,500,000 per occurrence/\$1,500,000 annual aggregate.
 - 2. Automobile Insurance: If vehicles are used to conduct this Contract.
 - a. Coverage shall be provided for hired, non-owned and owned auto.
 - b. Minimum limits: \$500,000 per claimant/\$1,500,000 occurrence/\$1,500,000 annual aggregate.
- B. Worker's Compensation and Employer's Liability as required by Minnesota Law.
- C. Professional Liability/Errors and Omissions Coverage
 - 1. Per Claim Limit: \$1,500,000
 - 2. Per Person: \$500,000
- D. Bonding: The CONTRACTOR will be required to always maintain, during the terms of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract.
- E. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice to the COUNTY.
- F. Prior to the effective date of this Contract, and as a condition precedent to this Contract, the CONTRACTOR will furnish the COUNTY with Certificates of Insurance.

V. COMPLIANCE WITH LAWS/STANDARDS

- A. The CONTRACTOR shall maintain in good standing all professional credentials necessary to provide the services contemplated and set forth herein.
- B. The CONTRACTOR 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 CONTRACTOR is responsible.
 - 1. By signing this Contract, the CONTRACTOR certifies that it and its principals and its employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or County; and have not within a three-year period preceding this

Contract:

- a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) violated any federal or state antitrust statutes; or
 - c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
- a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) violating any federal or state antitrust statutes; or
 - c) committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property; and
3. Are not aware of any information and possess no knowledge that any sub-Contractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
4. Shall immediately give written notice to the COUNTY should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

VI. CONDITIONS OF CONTRACTORS OBLIGATION

- A. The CONTRACTOR agrees to inform the COUNTY of changes in ownership, organizational structure, board of director membership, and/or chief operating officers within thirty (30) days after occurrence.
- B. It is understood and agreed that in the event the funding to the COUNTY from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- C. The CONTRACTOR must, within 10 days, notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of said contract.

- D. Either party may cancel this CONTRACT with or without cause upon ninety (90) days written notice. Written notice of cancellation by the CONTRACTOR shall be addressed to the Division Leader, Isanti County Health and Human Services, Oakview Office Complex, 1700 East Rum River Drive South, Suite A, Cambridge, MN 55008.
- E. Before the termination date of this Contract, the COUNTY may evaluate the contract performance of the CONTRACTOR and determine whether such performance merits renewal of this Contract.
- F. The COUNTY will reimburse for services specified in this Contract that have been delivered. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have reduced to writing, duly signed, and attached to the original of this Contract.
- G. If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the COUNTY may terminate this Contract after notice has been provided to the CONTRACTOR's designated agent.

VII. INDEPENDENT CONTRACTOR

- A. The CONTRACTOR 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.
- B. The CONTRACTOR 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 CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.
- C. The CONTRACTOR utilizes independent Sub-Contractors and neither the position nor the work of the Sub-Contractor shall cause the CONTRACTOR or Sub-Contractor to be construed as an employee of the COUNTY in any way. The CONTRACTOR and Sub- Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services within the scope of approved policy/procedure.
- D. With regard to any subcontractors so retained by the CONTRACTOR, the CONTRACTOR shall be responsible for the Sub-Contractor performance under this Contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes 471.425, Subd. 4a.

VIII. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CONTRACTOR 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.

IX. RECORDS-AVAILABILITY AND RETENTION

- A. Pursuant to Minnesota Statute § 16C.05 subd.5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to this Contract.
- B. The CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Contract.
- C. The CONTRACTOR will maintain client and placement records according to business standard practices.

X. CONTRACTOR AUDIT AND RECORD DISCLOSURES

- A. At the end of each calendar year covered by this Contract, the CONTRACTOR will provide a financial review of program expenditures.
- B. Maintain all records pertaining to this Contract at the address of CONTRACTOR for six (6) years for audit purpose.

XI. CONTRACTOR QUALIFICATIONS AND TRAINING

- A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the staff training plan shall be provided to the COUNTY upon request.
- D. A background check satisfactory to the COUNTY will be performed on all employees prior to hire in accordance with Minnesota Department of Human Services.
- E. The CONTRACTOR agrees to maintain at all times during the term of this Contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes section 626.556.
- F. THE CONTRACTOR will ensure all personnel are trained in the Vulnerable Adult Act, know Region 7E Common Entry Points, and follow Minnesota Statutes 626.557 requirements.
- G. The CONTRACTOR will ensure all personal are trained in the Maltreatment of Minors Act and follow

XII. NONDISCRIMINATION

During the performance of this Contract, the CONTRACTOR agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, 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 or state laws.

XIII. REPRESENTATIVES

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative shall have only the authority specifically or generally granted by the County Board of Commissioners. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

COUNTY Designee	Amanda Stevenson, Region 7E AMHI Planner Health and Human Services Division Oakview Office Complex 1700 East Rum River Drive South, Suite A Cambridge, MN 55008 763-689-8166
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CONTRACTOR Designee	Robert Benson, Director Chisago County Health and Human Services 313 N. Main Street, Center City, MN 55012 651-213-5600
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XIV. MODIFICATIONS

Any alterations, variations, modifications, or waivers of provisions of this Contract must be valid only when they have been reduced in writing, duly signed, and attached to the original of this Contract.

No claim for services furnished by the CONTRACTOR not specifically provided in the agreement will be allowed by the COUNTY nor must the CONTRACTOR do any work or furnish any material not covered by the Contract, unless this is approved in writing by the COUNTY. Such approval must be considered a modification of this Contract.

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this Contract, effective January 1, 2024, certifies that the appropriate persons have executed the Contract, as required by applicable articles, by-laws, resolutions and ordinance.

APPROVED FOR FORM and FUNCTION:

BY: _____
Isanti County Attorney

DATE: _____

BY: _____
Chisago County Attorney

DATE: _____

COUNTY OF ISANTI, STATE OF MINNESOTA

BY: _____
Chairperson of the Isanti County Board

DATE: _____

DIVISION LEADER: ISANTI COUNTY HHS DIVISION

BY: _____
Isanti County HHS Division Leader

DATE: _____

ATTESTED TO

BY: _____ DATE: _____

Isanti County Administrator

BY: _____ DATE: _____

Chisago County Administrator

COUNTY OF CHISAGO, STATE OF MINNESOTA

BY: _____
Chairperson of the Chisago County Board

DATE: _____

CONTRACTOR

BY: _____

Chisago County HHS Director

DATE:

Approved as to form:

Janet Reiter

Chisago County Attorney

Dated 4/9/2024

ATTACHMENT A:		
ELIGIBLE BRASS CODE CATEGORY BREAKDOWN	DESCRIPTION	REQUIRES SEAGR UNIT REPORTING Y/N AND UNIT (IF APPLICABLE)
401x- Fiscal Host Fee	Includes costs associated with management these grant funds. The AMHI coordinator position/salary should be listed in this category. The fiscal host fee may not exceed 10% of the total grant award.	No
402x- Community Education and Prevention	Activities designed to educate the public about mental health and co-occurring issues. The goals are to increase the understanding of mental health, reduce stigma, promote recovery, and increase awareness of the availability of resources and services, and improve skills in dealing with mental health issues. Includes training, conferences, and marketing efforts for the AMHI, time-limited subscription services, and incentives for people with lived experience to participate in AMHI activities.	No
403x- Adult Client Outreach	Activities within the community and segregated settings designed to locate and engage potentially eligible adults, inform them of available mental health services, and assure that they have access to those services. Recommend use of this BRASS code for activities that are directly tied to an individual.	No
408x- Adult Outpatient Diagnostic Assessment/Psychological Testing/Explanation of Findings	Diagnostic assessment, psychological testing, and explanation of findings as defined in Minnesota	Yes; Hour

	Administrative Rule parts 9505.0370 to 9505.0372 by a qualified mental health professional.	
416x- Transportation	Travel (escorted or unescorted) to and from site such as employment, stores, services, and medical and non-medical appointments to maintain or assist in recovery. This might include transit cards, mileage reimbursement, and taxis.	No
418x- Client Flex Funds	Goods or services purchased to meet basic physical or medical needs. Examples include: medications, clothing, auto repair, and food. Entities must have a written policy regarding the use of client flex funds.	No
420x- Peer Support Services	Non-clinical recovery focused activities encouraging empowerment, self-determination, and decision-making provided by Certified Peer Specialists.	Yes; Hour
431x- Adult Mobile Crisis Services	Face to face services for an adult who may be experiencing a mental health crisis or a mental health emergency. These services include assessment, intervention, and community (non-residential) stabilization. This code covers infrastructure development such as training, as well as ancillary and supportive services.	No
434x- Community Support Program Services	Services linked to a support plan provided to an individual at the location of their choice in order to stay in the community. Examples are grocery shopping, social activities, housekeeping,	No

	and the creation of a wellness plan.	
436x- Adult Residential Crisis Stabilization	Individualized services to assist the individual returning to their community. This service is provided following a mental health crisis assessment and intervention and as a part of the treatment plan for the crisis.	Yes; Hour
437x- Supported Employment/Individualized Placement and Support Services	Person-centered support provided to a person with a serious mental illness to locate and maintain competitive employment in the community. This cannot be used for center-based employment.	Yes; Hour
438x- Assertive Community Treatment (ACT)	Intensive, comprehensive, non-residential rehabilitative mental health service using a team approach. This service must meet standards specified in Minnesota Statutes, section 246B.0622.	No
443x- Housing Subsidy	Direct payments for rent, utility costs, deposits on housing and utilities, household furnishings, or storage and moving costs.	Yes; Day
446x- Basic Living/Social Skills and Community Integration	Basic living/ social skills and community intervention services provided to rehabilitate and enable the recipient to develop and enhance psychiatric stability, social competencies, personal and emotional adjustment, and independent living and community skills, including ARMHS and other rehabilitative treatments.	Yes; Hour

451x- Emergency Response Services	Response services available on a 24-hour seven-day-a-week basis for persons having a psychiatric crisis, a mental health crisis, or emergency. Emergency response services include telephone hotlines and similar services.	No
452x- Adult Outpatient Psychotherapy	Psychotherapy provided by or under the clinical supervision of a mental health professional to an adult with mental illness. This services is provided outside of inpatient or residential settings and excludes psychotherapy services provided as part of day treatment.	Yes; Hour
454x- Adult Outpatient Medication Management	Prescription medication education and review for an adult as a means of controlling or eliminating severe behavior problems, or the effects of mental illness. This excludes medication management services provided as part of day treatment, community support program, and services provided by staff of a residential or inpatient program.	Yes; Hour
468x- Adult Day Treatment	A time-limited structured program of psychotherapy, rehabilitative mental health, and other intensive therapeutic services provided by a multi-disciplinary team to reduce the effects of mental illness, promote recovery, and enable transition to a lower level of care in the community.	Yes; Hour
469x- Partial Hospitalization	A time-limited structured outpatient program of psychotherapy and other therapeutic services that is	Yes; Hour

	provided by a qualifying hospital of community mental health center. Services must comply with Minnesota Administrative rules parts 9505.0370 to 9505.0372.	
474x- Intensive Residential Treatment Services (IRTS)	Services delivered by an enrolled Minnesota health care program (MHCP) and include activities designed to develop and enhance psychiatric stability, personal and emotional adjustment, self-sufficiency, and skills to live in a more independent setting.	Yes; Day
491x- Adult Rule 70 Targeted Case Management (TCM)	Services designed to help persons gain access to needed medical, social, educational, vocational, financial, and other necessary services as they relate to the person's mental health needs. Services must comply with MN Comprehensive Mental Health Act, Minnesota Statutes, Section 245.462.	Yes; Hour
493x- Adult General Case Management	A systematic process of ongoing assessment, planning, referral, service coordination, and monitoring, consultation, and advocacy through which multiple service needs of clients are addressed.	Yes; Hour

Chisago County Request for Board Action

Meeting Date: April 17, 2024	Item Number: 23
Title of Item for Consideration: Donations from Blue Cross Blue Shield, UCARE, Health Partners and Medica for Community Wellness and Resilience Workshop	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: Blue Cross Blue Shield, UCARE, Health Partners and Medica are donating funds that will be used for a lunch during the Community Wellness and Resilience workshop that is taking place May 2024, the Wellness workshop will be open to the community. Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Blue Cross Blue Shield, UCARE, Health Partners and Medica donations that will be used for a lunch during the Community Wellness and Resilience workshop. The following motion is suggested: <i>“Move to approve the Blue Cross Blue Shield, UCARE, Health Partners and Medica donations that will be used for a lunch during the Community Wellness and Resilience workshop.”</i>	
Implications of Action: Approval of accepting this donation will ensure that lunch is provided to members of the community that attend the Community Wellness and Resilience workshop. Budget/Financial Implications: There are no financial implication to the County. 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 _____



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: 24/0417-XX 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; and

NOW, THEREFORE BE IT RESOLVED that the Chisago County Board of Commissioners hereby accepts the following donations received by Chisago County in 2024:

- \$1,250.00, from Blue Cross Blue shield, the funds will be used for a lunch during the Community Wellness and Resilience workshop that is taking place May 2024, the Wellness workshop will be open to the community.
- \$1,250.00, from UCARE, the funds will be used for a lunch during the Community Wellness and Resilience workshop that is taking place May 2024, the Wellness workshop will be open to the community.
- \$500.00, from Health Partners, the funds will be used for a lunch during the Community Wellness and Resilience workshop that is taking place May 2024, the Wellness workshop will be open to the community.
- \$1,500.00, from Medica, the funds will be used for a lunch during the Community Wellness and Resilience workshop that is taking place May 2024, the Wellness workshop will be open to the community.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None

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

Approved: April 17, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

CORRESPONDENCE

Quick Links to Contents

Leadership & Overall
Taxes & Fiscal Policy
Bonding & Capital Investment

Transportation
Health & Human Services

General Government & Other
Corrections & Public Safety
Environment

LEADERSHIP AND OVERALL

The Legislature resumed official activity at noon on Tuesday, April 2, following a five-day Easter break. The House and Senate took up several omnibus policy bills, including lengthy floor debates in the Senate on the Agriculture, Commerce, Labor and Industry, the Environment and Natural Resources Trust Fund and the Education Omnibus bills.

On Thursday, the Senate Finance Committee heard and recommended to pass a provision that would provide **\$109 million in one-time state funding to settle class action claims stemming from the Tyler Ruling** that found Minnesota's tax forfeiture law unconstitutional. [SF4936, as amended by the DE-9 Amendment](#), authored by Senator Grant Hauschild (DFL-St. Louis), addresses a top county priority for the 2024 legislative session. This week will be another big week for this key priority as [HF4822](#) (Feist), **making permanent modifications property forfeiture law** to comply with Supreme Court decision, will be heard in [House Environment and Natural Resources Committee](#) on Tuesday. [SF4985](#) (Westlin), the Senate companion, will be heard on Thursday afternoon.

Monday and Tuesday schedules for this week will be packed full, since the second of three religious observational breaks – the **Eid al-Fitr - is scheduled to begin at 5:00 p.m. Tuesday and end on Thursday at noon**. With the break limiting the number of regular hearings dates remaining for most finance committees to complete their work, expect most committees to begin finalizing and revealing their supplemental budget recommendations this week and next.

Floor activity will also pick up, as only 22 legislative days remain in the regular session, and many single-issue, policy omnibus, and supplemental budget bills await floor action. This week, on Monday, the House plans to process policy omnibus bills for judiciary and civil law ([HF3872](#), Becker-Finn), public safety ([HF3614](#), Moller), and Elections ([HF4772](#), Freiberg), as well as [HF3631](#) (Lee, F.), modifying previous capital project appropriations to ensure the projects can proceed as intended.

Also on Monday, the Senate's floor agenda will include [SF3492](#) (Mohamed) modifying residential housing tenant and landlord provisions, [HF3613](#) (Dibble) clarifying Metro Mobility funding forecast, and [SF 4027](#) (Champion), the omnibus Jobs and Economic Development policy bill. On Thursday, the Senate plans to take up [SF3631](#) (Hawj), the omnibus Environment policy bill, along with two other bills and confirmation of Matt Varilek as Commissioner of Department of Employment and Economic Development.

While not always directly in the update headlines, a **Bonding Bill** continues to be the top legislative priority this session. Rumors continue that legislative leaders are working toward an early adjournment if agreement on a bi-partisan bonding bill can be reached. Discussions with various key legislators confirm active bi-partisan engagement toward a compromise is ongoing.

Other Items of Interest

- On Tuesday, **Rep. Bryan Lawrence (R-Princeton)** was sworn into office, having prevailed in a recent special election for House District 27B, after former House Speaker/ Rep. Kurt Daudt (R-Crown) stepped down at the beginning of session. To learn more about the newest legislator, check out [this interview](#) from *House Daily*.
- Third Deadline – for committees to act favorably on all major appropriation and finance (supplemental budget) bills – is April 19th, 2024, just two work weeks away.
- Passover Observance – the legislature will recess all day Monday, April 22nd, and Tuesday April 23rd, resuming official activity at noon on April 24th.

TAX & FISCAL POLICY

LAST WEEK

Tax Forfeited Lands – Settlement Fund Legislation: It was a big week for a key county priority as the Senate Finance Committee heard and recommended to pass [SF4936 DE9 Amendment](#), authored by Senator Grant Hauschild (DFL-St. Louis). The bill appropriates \$109 million to settle class action claims against the state and counties stemming from the *Tyler Ruling* that Minnesota’s tax forfeiture law was unconstitutional. Liz Kramer, State Solicitor General, St. Louis County Commissioner Paul MacDonald, and St. Louis County Lands Director Julie Marinucci testified in support of the bill on behalf of counties. AMC also responded to questions from some committee members regarding the role of counties in administering this decades old state law. Committee members uniformly expressed interest in legislation that addresses both the Settlement of past claims, and a permanent fix to statutes going forward. After extensive discussion, the Committee voted to recommend the bill be passed with bi-partisan approval of the bill.

A parallel bill was initially scheduled for a hearing in the House Tax Committee for Thursday, but that bill was removed from the agenda. Both bills require counties to sell lands inventory that was forfeited within the roughly seven-year look-back period (10 year look back for Hennepin), and that is not classified as conservation land. Seventy-five percent of the proceeds from these sales would be remitted back to the Settlement Fund – and estimated \$26.7 million—to partially offset total settlement costs. The Senate, which crafted language that differs from the House approach, is aimed at providing certainty that land inventories would be sold in a timely fashion.

Tax Forfeited Lands – Proposed New Law: Legislative authors and staff continued to work on revised language to [HF4822](#) (Feist), which is scheduled to be heard in [House Environment and Natural Resources Committee](#). A delete-all amendment, including revised language, is anticipated. The companion bill, [SF4985](#) (Westlin), will be heard on Thursday in the Senate.

Local Construction Materials Refund Exemptions: On Wednesday, the [Senate Tax Committee](#) heard over a dozen bills establishing special laws to provide refunds of state sale tax paid on construction materials purchased for specific local public projects, including one for projects in nine separate school districts. Together, the bills would provide nearly \$24 million in tax refunds for local projects over four years. That is in addition to about \$8 million over three years for a dozen similar bills heard the previous week. The bills were held over for possible inclusion in an omnibus bill and underscore the need for a statewide refund for all local projects.

Local Housing Maintenance of Effort: On Thursday, the Senate Tax Committee heard [SF4875](#) (Mitchell), a bill that requires local governments receiving Local Affordable Housing Aid (LAHA) to spend no less than the average of their past three-years spending on affordable housing as a condition of receiving LAHA. The bill would also expand eligible uses to include financing the operations and management of financially distressed residential properties and supportive services if provided by a non-profit. LAHA is funded by a ¼ cent sales tax in the seven-county metropolitan area and impacts only counties and cities in those areas.

EMS Aid – House Tax Hearing – On Thursday, the House Tax Committee heard HF3992, a bill authored by Rep. Dave Lislegard, to provide \$122.5 million in one-time aid to emergency medical service providers (EMS). The Governor recommended \$10 million for one-time aid, and the committee discussion indicated some bi-partisan support for providing more one-time funding to address the significant financial stability challenges facing EMS services, particularly those in Greater MN. The bill was laid over for possible inclusion in an omnibus bill.

Expansion of Prevailing Wage Definition for State Funded Projects — The House Labor and Industry Committee heard and passed (Coulter), which would expand the prevailing wage requirements to other types of financial assistance and projects, including all tax increment financing (TIF) development projects that are for certain multifamily housing development and any development receiving \$100,000 or more in TIF assistance. It would also apply these requirements to low-income housing credit allocations used for multifamily housing projects. Effective for financial assistance provided after August 1, 2024, the changes would be applied to projects that alter, improve, or restore structures, land, facilities, public buildings or public works, which also includes work that is intended to be, or may be, used by the public or for the public benefit, provided that (1) the project is financed in whole or part by state funds, or (2) the project is owned by a city, county, or school district that uses materials or equipment that qualifies for a construction exemption from sales and use tax under chapter 297A or special law. The bill was sent to the Tax Committee.

BILL INTRODUCTIONS OF INTEREST

- HF5176 (Lee, K), a bill requiring the Commissioner of Revenue and counties to report to the legislature the amount of per capita County Program Aid (CPA) received in 2023 and then in 2024 after the \$80 million annual increase in CPA, as well as on how counties used the increased CPA.

THIS WEEK

Tax Forfeited Lands – Proposed New Law: Legislative authors and staff continued to work on revised language to HF4822 (Feist). That bill is scheduled to be heard in the House Environment and Natural Resources Committee. A delete-all amendment including revised language is anticipated. SF4985 (Westlin), the Senate companion file, will be heard on Thursday in the Senate Environment, Climate and Legacy Committee. At this time, the Senate language continues to reflect the bill as introduced, which both modifies the distribution of excess proceeds from sales of tax-forfeited property to align with the *Tyler Ruling* and appropriates funds for grants to counties for environmental remediation of tax-forfeited property grant provisions. The latter language has been removed from the House language.

Senate Tax Hearing: On Tuesday, the Senate Tax Committee will hear various bills, including:

- **Cannabis** – SF5118 (Pha), a bill that would allocate five percent, of the 80 percent of cannabis gross receipts tax revenues that are deposited into the state General Fund, for youth cannabis use prevention and early intervention and treatment of cannabis use.
- S.F. 4483, a bill authored by Senator Clare Oumou Verbeten prohibiting the misclassification of employees.
- SF5234 (Rest), the Governor’s tax recommendations for 2024, and
- SF5235 (Rest), the annual public finance bill.

House Tax Hearing: On Tuesday, the House Tax Committee has scheduled:

- Six bills for hearing, including a bill to establish a property tax refund program for child care providers that rent a child care facility. To be eligible a facility must be operated by a non-profit and accept families participating in the state child care assistance program. The refund would be equal to 10 percent of gross rent actually paid.
- **Local Affordable Housing Aid (LAHA) MOE** - HF4555 (Howard), imposing a maintenance of effort condition upon receipt of local affordable housing aid for metropolitan counties and cities that receive the aid from proceeds of the ¼ cent sales tax in the metropolitan area. Committee members expressed some reservations during discussion on the bill, including recognizing that some counties provide support services with county staff.

Institutions of Public Charity Modifications (*Alliance Housing Decision*): While the House and Senate Tax Committees are only scheduled to meet on Tuesday at this time, there is potential for the Committees to meet later in the week. On April 2nd, Senate Tax Chair Ann Rest (DFL-New Hope), introduced [SF5286](#), a bill aimed at modifying the exemptions for purely public charities such that property owned by an eligible charity is exempt, “if a substantial part of the property is actually occupied by personnel of the charity in furtherance of the charitable purpose.” The House companion bill (HF5266) was introduced by House Tax Committee Chair Aisha Gomez.

It should be noted that failure to adjust the application of state law would have significant ramifications in both the near and long-term. At first blush exempting property owned by a charity and leased to low-income tenants has appeal. However, current law (Minn. Stat. § 273.19), also requires that, if the property is exempt, the personal property tax then applies to the personal use of each individual unit. Further, personal property tax is at a higher class-rate than the current low-income housing class 4d rate, and personal property taxes are not eligible for the renter’s property tax refund. MICA is joining other local government stakeholders in urging the legislature to restore the pre-Alliance decision model of proving a preferential property tax treatment if it qualifies for Class 4d.

BONDING AND CAPITAL INVESTMENT

LAST WEEK

The House [Capital Investment Committee](#) met Wednesday and heard 15 separate requests for local project funding, including several benefitting MICA member counties.

The [Senate Capital Investment Committee](#) last met on March 14.

THIS WEEK

On Monday, the [House Capital Investment Committee](#) will hear nearly a dozen mostly local projects funding requests. The committee will also hear [HF4735-1E](#) (Howard) making various policy and technical changes to the housing programs administered by the Minnesota Housing Finance Agency.

While the House committee has only scheduled one meeting for this coming week, and the Senate Capital Investment Committee is not scheduled to meet this week, the reality is that this is the period of session where genuine progress toward reaching bi-partisan compromise on a bonding bills is most likely to be occurring behind the scenes rather than through committee hearings. Our discussions with legislators have reflected bi-partisan support for a bill, with some difference over how large the final bill should be.

TRANSPORTATION

The legislative session began anew at noon on Tuesday, concluding Easter break. The House and Senate met on Monday and Thursday.

Friday, MICA held its regular monthly engineers meeting. Representative Dan Wolgamott, DFL, Speaker Pro Tempore, was a special guest. Rep. Wolgamott is chief author of MICA’s bill to fully fund the Local Road Wetland Mitigation Program. Several questions were asked and answered related to road and bridge funding, railroad issues, greenhouse gas, public safety and other matters.

The transportation legislative highlight of the week was the Senate Transportation Committee hearing featuring the presentation of SF3605, authored by transportation chair Scott Dibble, DFL, Minneapolis and Senator John Jasinski, Republican Lead. The bill, which reflects MICA’s platform, recommends \$400 million for local roads and bridges, split

\$200 million for each. MICA testified in favor of the bill, which passed and was referred to the Capital Bonding Committee.

LAST WEEK

The following transportation bills passed on the House floor:

- **H.F. No. 3071**, (Authors: Table, Stephenson, Norris, Kraft and Xiong. Companion to S.F. No. 3094.) Relating to transportation; driver and vehicle services; requiring incorporation of plain language standards for written driver's examinations and the driver's manual; requiring a report; appropriating money; amending Minnesota Statutes 2022.
- **H.F. 3436**, (Author: Table. Companion to S.F. No. 3944.) relating to transportation; modifying various transportation-related provisions, including but not limited to motor vehicles, driving rules, accident reporting requirements, child passenger restraint requirements, roadable aircraft, legislative routes, drivers' licenses and exams, excavation notices, and greater Minnesota transit; establishing criminal penalties; modifying prior appropriations; making technical changes; appropriating money; requiring reports; amending Minnesota Statutes 2022.

The Senate held floor sessions on Tuesday and Thursday. The Senate Transportation Committee met Wednesday afternoon and the House Transportation Committee met Thursday morning. Several one-on-one meetings with legislators occurred. In addition, MICA representatives met with Senate Bonding Chair, Sandy Pappas, DFL, St. Paul, along with AMC transportation staff. Senator Pappas is pushing hard for a \$930 million bill. Currently, Republican leadership is at \$800 million.

The following were the committee agendas for the week:

WEDNESDAY, April 3, 2024 3:00 PM

Transportation

Chair: Senator D. Scott Dibble

Location: (Hybrid Hearing) 1100 Minnesota Senate Bldg.

Agenda:

- SF4938 (McEwen), Zero-emission transit buses transition provisions and appropriation
- S 5142 (Jasinski) Autonomous ditch mowing program establishment.
- SF4899 (Jasinski) Small cities assistance account appropriation
- SF3605 (Dibble) Local roads and bridges bond issuance and appropriation
- SF4719 (Dibble) Blue Line light rail transit extension anti-displacement community prosperity program establishment and appropriation
- SF4267 (Dibble) Metropolitan Council designing, constructing and funding certain aspects of bus rapid transit projects requirement.
- SF1625 (Dibble) Commissioner of transportation requirement to be the responsible authority for light rail transit projects

THURSDAY, April 4, 2024 8:30 AM

Transportation Finance and Policy

Chair: Rep. Frank Hornstein

Location: Basement Hearing Room

Agenda:

- HF4872 (Brand) Small cities assistance account funding provided, and money appropriated.
- HF4078 (Koegel) Pavement life-cycle cost analyses governing requirements amended, and report required.
- HF4627 (Sencer-Mura) Cumulative Impacts (Informational, no official action)

- HF3904 (Swedzinski) Granite Falls; bridge on marked U.S. Highway 212 over Minnesota River designated as "Mayor Dave Smiglewski Memorial Bridge."

BILL INTRODUCTIONS OF INTEREST

- **Senators McEwen, Dibble, Fateh, and Mohamed introduced:**
SF5259, relating to transportation; establishing requirements on encampments in trunk highway rights-of-way; proposing coding for new law in Minnesota Statutes, chapter 161.
- **Senators Carlson, Dibble, and Morrison introduced:**
SF5269, relating to transportation; imposing a road usage charge for all-electric vehicles; requiring a report; appropriating money; amending Minnesota Statutes 2022, sections 13.6905, by adding a subdivision; 168.002, by adding a subdivision; 168.013, subdivision 1m; proposing coding for new law in Minnesota Statutes, chapter 168.
- **Senator Kreun introduced:**
SF5270, relating to transportation; appropriating money for traffic safety public education programs.
- **Senator Rest introduced:**
SF5286, relating to taxation; property; modifying provisions related to exemptions for institutions of public charity; amending Minnesota Statutes 2022, section 272.02, subdivision 7, by adding a subdivision.
- **Skraba introduced:**
HF5138, relating to transportation; allowing the use of dedicated transportation revenues for local government debt service; amending Minnesota Statutes 2022, section 162.145, subdivision 5; Minnesota Statutes 2023 Supplement, sections 162.146, by adding a subdivision; 174.49, subdivision 6.
- **Lee, F.: Hornstein; Koegel and Tabke introduced:**
HFNo. 5182, relating to transit; requiring an annual transportation financial review by the Metropolitan Council; amending Minnesota Statutes 2022, section 473.13, by adding a subdivision. The bill was read for the first time and referred to the Committee on Transportation Finance and Policy.
- **Petersburg introduced:**
HF5239, relating to transportation; modifying distribution of proceeds from the sales tax on vehicle repair and replacement parts; amending Minnesota Statutes 2023 Supplement, section 297A.94.
- **Hornstein introduced:**
HF5242, relating to transportation; authorizing a Tribal worksite training program; establishing a transportation facilities capital program; authorizing collection of passenger rail user fees and revenue; modifying previous appropriations; appropriating money for driver's license testing; amending Minnesota Statutes 2022.

THIS WEEK

The House and Senate will meet on Monday and Thursday. The Senate Transportation Committee will meet from 3:00-5:00 p.m. on Monday, while the House Transportation Committee will meet Tuesday at 8:30 a.m. County engineers and lobbyists will hold their normal weekly meetings on Monday. Several one-on-one legislator meetings will occur. The following are the currently posted committee agendas for the week:

MONDAY, April 8, 2024 3:00 PM

Transportation

Chair: Senator D. Scott Dibble

Location: (Hybrid Hearing) 1100 Minnesota Senate Bldg.

Agenda:

- SF4939 McEwen, Limited drivers' licenses for certain participants in treatment court establishment, requiring treatment court coordinators to provide certain information, providing for notification of termination from treatment court, and classifying data.

- SF5099 Morrison, Trunk highway projects assessments for impacts on greenhouse gas emissions and vehicle miles traveled requirements modifications, technical advisory committee, and appropriation
- SF4783 Carlson, Traffic engineering studies and investigations for setting speed limits revisions adoption by the commissioner requirement provision.
- SF4813 Kreun, Applicants permission to designate a secondary mailing address for drivers' licenses and identification cards.
- SF4895 Coleman, Certain driver's license online knowledge testing provisions modifications
- SF5174 Coleman, Allowing motorcycles to split the lanes under certain circumstances, requiring a public awareness campaign, and appropriation.

TUESDAY, April 9, 2024 8:30 AM

Transportation Finance and Policy

Chair: Rep. Frank Hornstein

Location: Basement Hearing Room

Agenda:

- HF4691 (Koegel) St. Paul; Metropolitan Council provided to indemnify Ramsey County and Ramsey County Regional Authority for excess liability resulting from rail-related incidents occurring at Union Depot.
- HF4988 (Kraft) Requirements governing assessment of trunk highway projects for impacts on greenhouse gas emissions and vehicle miles traveled modified, technical advisory committee established, and money appropriated.
- HF4372 (Nelson) Time period to register and pay applicable taxes following purchase of motor vehicle extended.
- HF4004 (Keeler) Commissioner of public safety directed to eliminate 180-hour training requirement for postsecondary institutions offering commercial motor vehicle instruction, and rulemaking authorized.
- HF5182 (Lee) Annual transportation financial review by Metropolitan Council required.
- HF4900 (Tabke) Electronic drivers' licenses authorized, and rulemaking authorized.

HEALTH AND HUMAN SERVICES

LAST WEEK

Lawmakers returned from the Easter Break on Tuesday. The House welcomed its newest member, Representative Bryan Lawrence (R-Princeton). He replaces former Representative Kurt Daudt who resigned in February. Focus started to shift this week with members beginning to spend less time in committee meetings and more time on their respective floors. This will continue over the next couple of weeks as the session's second, and final, committee deadline approaches (Friday, April 19), by when committees must act favorably on major appropriation and finance bills.

County Priorities:

[HF4692](#) (Noor; DFL-Minneapolis) addresses the new **Direct Care and Treatment agency**; modifies the date for transfer of authority and responsibility; sets board membership qualifications; establishes procedures, powers, and duties; establishes chief executive officer powers and duties; establishes accounts; modifies social welfare fund terms; modifies effective dates; and provides initial appointments. Matt Freeman, AMC/MACSSA, testified on behalf of counties. The bill, as currently written, has a **"non-voting county member" on the Executive Board. The author was urged to change the county member to a voting member.** On Tuesday, the bill was laid over in the Human Services Finance Committee for possible inclusion in the committee's omnibus bill.

The **House Human Services Finance Committee** laid the following county priority bills over for possible inclusion in its omnibus bill:

Priority Admissions Task Force/Direct Care and Treatment: [HF4366](#) (Edelson; DFL-Edina) is based on [recommendations](#) from the Task Force on Priority Admissions to State-Operated Treatment Programs. As introduced, the bill contained all the task force recommendations. Because of the size of the [preliminary fiscal note](#), the bill was scaled back to address what is really needed for this year:

- **Relieves counties of cost for civilly-committed MI&D individuals awaiting transfer from one state-operated facility to another** (e.g., AMRTC, CBHHs, Department of Corrections). Note that counties received a two-year exemption last year.
- Redirects “do not meet medical criteria (DNMC):” **dollars from the General Fund back to counties to invest in community options.**
- **Establishes Engagement Services Pilot Grants, a NAMI initiative** that would provide culturally-responsive early interventions to prevent an individual from meeting the criteria for civil commitment and promote positive outcomes.
- Establishes a framework for **priority admissions from jails:**
 - Length of time the individual has been on the waiting list for admission to DCT.
 - The intensity of the treatment the person needs based on medical acuity.
- **Prioritizes transfer of 10 patients in acute hospital settings** based on the individuals safety and whether the person has access to necessary or court-ordered treatment.
- Establishes a **County Correctional Facility Mental Health Medication Pilot Program**
 - Reimburses counties to support delivery of injectable medications to prisoners
 - Report is due December 15, 2025
- **DCT County Correctional Facility Support Pilot Program:**
 - Provides education and support to counties and jails on protocols and best practices for the provision of involuntary medications for mental health treatment
- **DCT Capacity and Utilization:**
 - Increase forensic beds at St. Peter by 10-20%
 - Increase AMRTC beds by 20%

Note that the **48-hour rule related to priority admissions out of jails has not been resolved**. The Task Force will continue for another year.

Testimony:

- **Stearns County Commissioner Tarryl Clark testified on behalf of counties**, highlighting county priorities, including the need for capacity, as well as county cost shares for DNMC days. Those dollars are currently paid by county levy, and they go into the state General Fund. Redirecting those funds from the General Fund back to counties to reinvest in mental health services is critical for counties to be able to build out community services.
- Sue Abderholden, NAMI Minnesota focused her comments on individuals languishing in jails, stating that the 48-hour rule is not working. Timelines do not lead to access; rather, they could lead to litigation, as has occurred in Washington State. She stressed the importance of working on upstream services in order to avoid people going into jails in the first place.
- Cass County Sheriff Brian Welk, a member of the Priority Admissions Task Force, reiterated that jails are not appropriate settings – they are not equipped to treat individuals with mental health needs.
- The Hospital Association testified in support of the bill, highlighting the need for overall capacity. He also thanked the author for including the provision that prioritizes 10 currently hospitalized people, as well as looking at admission criteria.

County Cost Share for Mentally Ill and Dangerous (MI&D): [HF4405](#) (Bliss; R-Pennington), as introduced, would have amended counties’ 2023 legislation that temporarily exempts counties from paying any cost share for those who are civilly-committed as MI&D who are awaiting a transfer from one state-operated facility to another by making it

retroactive to July 1, 2021. Because of a large fiscal note, the bill was [amended](#) to limit the proposal to Beltrami County for one year.

TUESDAY:

The House Human Services Finance Committee laid over the following bills for possible inclusion in its omnibus bill:

- [HF3397](#) (Edelson) modifies requirements related to **peer recovery support services**, nonclinical services provided by trained recovery peers, for individuals in recovery from substance use disorders. Peer recovery support services have been reimbursable under MA in Minnesota since 2018. This bill requires DHS to develop a tiered rate structure for recovery peers, and establishes a peer recovery support services and recovery community organization working group.
- [HF4839](#) (Reyer; DFL-Eagan) provides for the implementation of the **Program of All-Inclusive Care for the Elderly (PACE) program**. PACE is a program under Medicare that provides comprehensive medical and social services to certain frail elderly individuals who live in the community, most of whom are dually eligible for Medicare and Medicaid benefits. States can elect to provide PACE services to Medicaid beneficiaries as an optional Medicaid benefit. The PACE program is the sole source of Medicare and Medicaid benefits for PACE participants. In order to be eligible for PACE, an individual must: (1) be age 55 or older; (2) live in a PACE organization service area; (3) be eligible for nursing home care; and (4) be able to safely live in the community. An interdisciplinary team of health professionals provides PACE participants with coordinated care, which enables participants to remain in the community instead of receiving care in a nursing home. A participant may leave the PACE program at any time.

WEDNESDAY:

[SF4570](#) (Wiklund; DFL-Bloomington) **Health Related Occupations Licensing Bill**: Article 6 relates to the Board of Social Work. There is no reference to the use of the title of social worker. The Senate Health and Human Services Committee processed the bill, passing it on to the State and Local Government Committee. [Summary](#)

The Senate HHS Committee also heard the following bills and laid them over for possible inclusion in its omnibus bill:

- [SF4018](#) (Mohamed; DFL-Minneapolis) appropriates \$60 million per year for the next five years to DHS for shelter and support grants to the three metropolitan area continuums of care and to two continuums of care from outside the seven-county metropolitan area. **The grants must be used to fill gaps unfilled by existing homelessness prevention programs.**
- [SF4779](#) (Marty; DFL-Roseville) appropriates \$15 million per year for the next five years to DHS for a grant to Ramsey County to fund and support Heading Home Ramsey Continuum of Care. The grant must be used for maintaining homeless response infrastructure and service capacity, including emergency shelter, day shelter, outreach, diversion, and support services for families, single adults, and unaccompanied youth.
- [SF5032](#) (Dibble; DFL-Minneapolis) appropriates \$150,000 in FYF25 to DHS for a grant to the Wilder Foundation to **study the statewide numbers and unique needs of pregnant and parenting youth experiencing homelessness** and best practices in supporting those youth within programming, emergency shelter, and housing settings.

The Senate Judiciary Committee addressed the following bills of interest:

- [SF3787](#) (Pappas; DFL-St. Paul) modifies last year's **Employee's Sick and Safe Time (ESST) legislation**. Provides remedies available as enforcement against an employer that does not follow the ESST law requirements; sets damages as the full amount of ESST time that was not provided or allowed to be used, plus an amount equal to that amount as liquidated damages; removes certain requirements related to ESST from being provided on employee pay stubs. The bill passed and was referred to the Labor Committee.
- [SF5097](#) (Hoffman; DFL-Champlin) provides **supportive services for parents with disabilities**. The bill passed and was referred to the Health and Human Services Committee.

The Senate Human Services Committee laid the following bills over for possible inclusion in the committee's omnibus bill.

- [SF1009](#) (Fateh; DFL-Minneapolis) modifies and clarifies **Integrated Community Supports (ICS)** setting requirements and payment rates. ICS is a DHS-licensed service provided under the MA disability waivers that supports people who receive services in a supported apartment setting. An ICS setting is an apartment building in which the provider owns, operates, or leases the living units. ICS provides supports and training in community participation; health, safety, and wellness; household management; and adaptive skills. Because of the size of the fiscal note, an amendment was added to limit the bill to nursing care services only.
- [SF5203](#) (Fateh) appropriates money for a **rate study for community first services and supports**
- [SF4043](#) (Hoffman) **expands reimbursement for overtime, overnight asleep services, and consecutive shifts for PCAs and Community-First services and support**
- [SF4045](#) (Hoffman) **establishes professional competency and shift wage differential enhanced payment rates for PCA and Community First** services and supports professionals; modifies use of enhanced rate revenue for workers; and establishes a temporary PCA rate increase

The House Economic Development Committee heard [HF2666](#) (Hollins; DFL-St. Paul), which directs DHS to establish a **basic income grant program**. Under the program, DHS would award competitive grants to local government entities, Tribal governments, and nonprofit organizations to create and implement basic income programs that provide at least \$500 each month to eligible recipients for at least 18 months. Appropriates \$100 million in FY25 to DHS for the program. The appropriation is onetime and available until June 30, 2028. The bill passed and was referred to Ways and Means.

THURSDAY:

The House Judiciary Committee heard [HF4537](#) (Pinto; DFL-St. Paul), which represents the **DHS Office of Inspector General bill**. It establishes a continuous license process for family child foster care, makes changes to requirements governing certified, license-exempt childcare centers, and makes other policy and technical changes to licensing processes. The bill passed and was sent to the House floor.

The Senate Education Finance Committee laid over the following bills for possible inclusion in its omnibus bill:

- [SF3790](#) (Hauschild; DFL-Hermantown) establishes a **childcare cost assistance program (Great Start Affordability Scholarship Program)**; authorizes disclosure of tax return information for purposes of verifying eligibility for early childcare and learning benefit programs. [Summary](#)
- [SF4192](#) (Maye Quade; DFL-Apple Valley) **prioritizes children placed in foster care to access school-age care programs.**

The following bills were laid over in the Senate Health and Human Services Committee for possible inclusion in its omnibus bill:

- [SF4185](#) (Gustafson; DFL-Vadnais Heights) establishes and funds the **Minnesota Food Bank Program** within the Department of Human Services
- [SF3968](#) (Mann; DFL-Edina) establishes the **Supplemental Nutrition Assistance Program (SNAP) as Medicine Program** to acknowledge unmet needs of Minnesota adults experiencing homelessness, to reduce the number of Minnesota adults who are at significant risk of hunger, and to acknowledge that access to healthy food improves health outcomes.
- [SF3969](#) (Mann) requires DHS to apply for a federal waiver to provide **nutrition supports as a covered service under MA**
- [SF4843](#) (Gruenhagen; R-Glencoe) establishes minimum dispensing fee requirements for health plan companies and county-based purchasing plans providing prescription drug coverage in the MA program

The full Senate debated [SF4399](#) (Hoffman) **Omnibus Human Services policy bill**. Article 1 (Disability Services) addresses **MnCHOICES** assessments, including:

- extending from **20 “calendar” days to 20 “working”** days the length of time in which a person requesting long-term care consultation services must be visited by a long-term care consultation team;
- changing the **duration of validity by extending from 60 days to 365 days** the length of time an assessment is valid and by eliminating the requirement that an eligibility start date cannot be prior to the date of an assessment; and
- **eliminating the requirement for annual needs assessments for people with no significant changes** in needs or functions and who are receiving services through essential community supports, alternative care, elderly waiver, or the disability waivers. Requires an annual review of service plans and authorization of services, and permits annual assessments at a person’s request.

The bill also authorizes certain technology services and extends from six months to 12 months the interval between MA-EPD redeterminations, and extends from 10 to 30 days the time in which an enrollee must report a change in income or household size. [Summary](#) The bill reached final passage on a vote of 58-9.

The House Labor and Industry Committee addressed the following bills:

- [HF4713](#) (Curran; DFL-Vadnais Heights) requires the Commissioner of **Labor and Industry to adopt rules related to acceptable blood lead levels for workers**. The bill passed and was referred to the Health Finance and Policy Committee.
- [HF2513](#) (Hanson, J; DFL-Burnsville) **prohibits employers from hiring employees with a disability for less than the applicable minimum wage, effective in 2028**. The bill was laid over for possible inclusion in the committee’s omnibus bill.

The House Tax Committee addressed [HF3992](#) (Lislegard; DFL-Aurora), which provides **\$122.5 million in onetime aid to emergency medical services (EMS)**. The bill passed and was referred to Ways and Means.

FRIDAY:

The House State and Local Government Committee moved the following bills of interest:

- [HF4757](#) (Stephenson; DFL-Coon Rapids) The **Office of Cannabis Policy bill** passed and was referred to the Health Committee. Note that a **comprehensive write-up was published last week in MICA’s April 1 Legislative Update**. [Summary of bill](#)
- [HF4959](#) (Pinto) establishes a **task force** to provide recommendations to implement and fund policies to address the **use of illicit drugs**. As introduced, county attorneys and sheriffs both had a seat on the task force. At counties’ request, an [amendment](#) was added to **include a county member with experience administering supportive social services**, including mental health, substance use disorder, housing, and other related services. The bill passed, as amended, and was referred to the Public Safety Committee.

The Senate State and Local Government Committee processed bills of interest:

- [SF4782](#) (Port; DFL-Burnsville) The **Office of Cannabis Policy bill** passed on a roll call vote of 8-6 and was referred to the Health and Human Services Committee where it will be heard on Tuesday. [Summary](#)
- [SF5244](#) (Dibble; DFL-Minneapolis) establishes a Legislative Task Force on **Guardianship**. At counties’ request, a **member representing county social services was added to the task force**. The bill passed and was referred to the Human Services Committee.

BILL INTRODUCTIONS OF INTEREST

- [SF5244](#) (Dibble)/[HF5225](#) (Feist; DFL-New Brighton) **Legislative Task Force on Guardianship** establishment and providing for appointments.
- [SF5249](#) (Rasmusson; R-Fergus Falls) **Otter Tail county engagement services pilot project** establishment and appropriation.

- [SF5264](#) (Weber; R-Luverne)/HF5206 (Schomaker; R-Luverne) Emergency relief grants establishment for financially distressed early intensive developmental and behavioral intervention providers.
- [SF5282](#) (Abeler; R-Anoka) **County Cost Share/DNMC**: Mental Health innovation programs eligible recipients and funding modifications, county responsibility for the cost of care for a client awaiting transfer to another state-operated facility or program or facility operated by the Department of Corrections removal, and appropriations.
- [SF5295](#) (Hauschild; DFL-Hermantown) Variances to licensed capacity permission
- [SF5313](#) (Hauschild)/HF5254 (Zeleznikar; R-Fredenburg Township) Lake County Ambulance Service appropriation
- [SF5320](#) (Mann; DFL-Edina) Health insurance coverage of cancer imaging and clinical genetic testing requirement
- [SF5335](#) (Hoffman)/HF5280 (Noor) **Governor's budget bill for human services**; aging, disability services, substance use disorder treatment, and Department of Direct Care and Treatment modified; human services law technical changes made; human services contingency fund established; and money appropriated.
- [HF5199](#) (Clardy; DFL-Inver Grove Heights) Health plans required to develop maternal mental health program, maternal mental health terms defined, and certain health care professionals required to ensure that mothers are offered screenings for maternal mental health conditions.
- [HF5200](#) (Keeler; DFL-Moorhead)/SF5307 (Mohamed) Working group on simplifying supportive housing resources established, appointments provided, and report required.
- [HF5201](#) (Zeleznikar) Family child care provider grants established, and money appropriated.
- [HF5222](#) (Stephenson)/SF5303 (Klein; DFL-Mendota Heights) Office of Cannabis Management and Department of Health appropriations modified, cannabis provisions modified, and money appropriated.
- [HF5228](#) (Virnig (DFL-Eagan)/SF5317 (Maye Quade) **TEFRA parental contributions eliminated**, and conforming changes made.
- [HF5232](#) (Pinto; DFL-St. Paul)/SF5255 (Kunesh; DFL-New Brighton) Early childhood program appropriations provisions modified.
- [HF5267](#) (Pinto) **Governor's budget bill for early childhood programs**; child welfare and child care licensing provisions modified; technical changes to early childhood law made; Department of Children, Youth, and Families recodification updated; and money appropriated.
- [HF5268](#) (Hollins; DFL-St. Paul) Sale or offer for sale of disposable electronic delivery devices prohibited, and civil penalties proposed.
- [HF5275](#) (Huot; DFL-Rosemount) Office of Emergency Medical Services established to replace Emergency Medical Services Regulatory Board, duties specified, advisory council established, alternative EMS response model pilot program established, emergency ambulance service aid established, and money appropriated.
- [HF5278](#) (Brand; DFL-St. Peter) Online early childhood development professional educator program purchase and operation funding provided
- [HF5294](#) (Stephenson) Cannabis Advisory Council youths added.

NEXT WEEK

The week will again be abbreviated as the Legislature breaks from 5:00 p.m. on Tuesday until noon on Thursday in observance of the Eid al-Fitr holiday.

County Cost Share for Direct Care and Treatment: [SF5282](#) (Abeler/Hoffman) will be heard on Monday in the Senate Human Services Committee. The bill would eliminate county “do not meet medical criteria” cost shares for civilly-committed individuals in a state-operated facility awaiting a bed in another, including the Department of Corrections. Requires DHS to prioritize expanding capacity within the Forensic Mental Health Program, Anoka Metro Regional Treatment Center, and Community Behavioral Health Hospitals (CBHHs) through reallocation of facility space and beds and maximization of staffing levels. Requires DHS to use the money to examine the utilization of beds at the Forensic Mental Health Program to identify opportunities for most effective utilization of secured programming, and to develop and fund direct care and treatment transitional support resources. **Testimony will be provided by Stearns County Commissioner Tarryl Clark and Angela Youngerberg**, Human Services Director of Business Operations for Blue Earth County.

Priority Admissions Task Force/Direct Care and Treatment: [SF4460](#) (Mann; DFL-Edina) will also be heard in the Senate Human Services Committee on Monday. This is the companion to the Edelson bill and is based on [recommendations](#) from the Task Force on Priority Admissions to State-Operated Treatment Programs. **Testimony will again be provided by Commissioner Tarryl Clark and Angela Youngerberg.**

Hearings of Note as of Sunday night:

MONDAY April 8, 2024

10:30 AM

House Ways and Means

Chair Liz Olson

Agenda:

- [HF4392](#) (Fischer) HHS Policy Bill.

1:00 PM

House Human Services Policy

Chair Peter Fischer

Agenda:

- **Out of State Children's Residential Treatment Presentation from Minnesota Department of Human Services & Mental Health Providers**
[Out-of-State Children's Residential Facility Placement Costs Legislative Memo 04.01.2024.pdf](#)
 - Paula Minske, Vice President of Clinical Services, Nexus Family Healing & Board Chair, AspireMN
 - Todd Archbold, Chief Executive Officer, PrairieCare
 - James Stewart, Chief Executive Officer, Grafton Integrated Health Network
 - Matthew Bauer, Deputy Director of Facilities, Dakota County Community Corrections & Minnesota Juvenile Detention Association
 - Joel Bakken, Executive Director, Solutions Behavioral Healthcare Professionals
 - Mel Winkler, Director of Quality Assurance, Northwood Children's Services
 - Su-Fei Wong McKhann, Senior Vice President, Volunteers of America - MN & WI

3:00 PM

Senate Human Services

Chair John Hoffman

Agenda:

- [SF5249](#) (Rasmusson) Otter Tail county engagement services pilot project establishment and appropriation
- [SF5264](#) (Weber) Emergency relief grants establishment for financially distressed early intensive developmental and behavioral intervention providers
- [SF5282](#) (Abeler) **Mental Health innovation programs eligible recipients and funding modifications, County responsibility for the cost of care for a client awaiting transfer to another state-operated facility or program or facility operated by the Department of Corrections removal, and appropriations (County Priorities re: Direct Care and Treatment Bill)**
- [SF4460](#) (Mann) **Civil commitment priority admission requirements modification**; prisoner in a correctional facility is not responsible for co-payments for mental health medications specification; reimbursement of county co-payment expenses authorization; appropriating money
- [SF5335](#) (Hoffman) Human services provisions modifications, technical changes, human services contingency fund establishment, and appropriations

TUESDAY, April 9, 2024

8:30 AM

House Children & Families Finance and Policy

Chair Dave Pinto

Agenda:

- Presentation on Administration Budget Proposal:
 - [HF5267](#) (Pinto) **Governor's budget bill for early childhood programs**; child welfare and child care licensing provisions modified; technical changes to early childhood law made; Department of Children, Youth, and Families recodification updated; and money appropriated
- [HF5021](#) (Edelson) **Parental fees for out-of-home placements eliminated.**
- [HF3689](#) (Hassan) **Out-of-home placement plan summary requirement added.**
- [HF4727](#) (Pinto) **Child Protection Advisory Council created, and reports required.**

8:30 AM

House Judiciary Finance and Civil Law

Chair Jamie Becker-Finn

Agenda:

- [HF5282](#) (Stephenson) Licensure of businesses engaged in cannabis sales modified, transfer and sharing of data between state agencies regulated, penalties imposed, and rulemaking authorized.
- [HF5033](#) (Pinto) **Child protection package.**
[HF 5033 House Research Summary.pdf](#)
[H5033DE2 \(Pinto\).pdf](#)
- [HF685](#) (Agbaje) Corporate home owner residential rentals restricted.
- [HF912](#) (Agbaje) **African American Family Preservation**; Layla Jackson Law established, child welfare provisions modified, reports required, and money appropriated.

8:30 AM

Senate Health and Human Services

Chair Melissa Wiklund

Agenda:

- [SF1745](#) (Murphy) School-based health centers contract for activities and grants establishment and appropriations
[scs1745a-1.pdf](#)
- [SF4170](#) (Boldon) Early childhood mental health consultation grants funding appropriation
- [SF4992](#) (Kunesh) American Indian focused birth center planning grant appropriation
- [SF5171](#) (Kunesh) African American-focused Homeplace model grant appropriation
- [SF4664](#) (Mann) **Respite care grants modification and youth care professional training program creation (includes MA benefit for children's residential crisis stabilization)**
- [SF3737](#) (Kupec) Child care improvement grant program appropriation
- [SF4782](#) (Port) **Office of Cannabis Management modifications and appropriations**
- [SFXXXX](#) (Wiklund) Governor's Health and Human Services Budget Bill
Pending Introduction

10:30 AM

House Health Finance & Policy

Chair: Rep. Tina Liebling

Agenda:

- HFXXXX (Liebling): **Administration HHS Budget Bill (Pending introduction on Monday, April 8)**
[24-08006 \(Administration's Budget Language\).pdf](#)

- HF4757 (Stephenson): **Cannabis** regulations modified.

11:00 AM

Senate State and Local Government

Chair Kari Dziedzic

Agenda:

- [SF4678](#) (Murphy) Housing infrastructure program appropriation modification and naturally-occurring affordable housing assistance provision and appropriation
- [SF4346](#) (Murphy) Minnesota Commission for Equitable Health Care Services establishment
- [scs4346a-4.pdf](#)
- [SF4761](#) (Mitchell) **Child Protection Advisory Council** establishment

12:30 PM

Senate Housing and Homelessness Prevention

Chair Lindsey Port

Agenda:

- [SF2040](#) (Mohamed) Family homeless prevention and assistance program appropriation
- [SF4592](#) (Xiong) Minnesota homeless study appropriation
- [SF3647](#) (Boldon) Locally controlled housing fund establishment
- [SF4077](#) (Pha) Minneapolis Foundation for the GroundBreak Coalition appropriation
- [SF3232](#) (Pappas) Cooperative manufactured housing infrastructure grant program bond issue and appropriation

1:00 PM

House Human Finance

Chair Mohamud Noor

Agenda:

- [HF4047](#) (Bierman) Pilot program grant established for pediatric hospital discharge to home care nursing services, report required, and money appropriated.
- [HF5228](#) (Virnig) **TEFRA parental contributions eliminated**, and conforming changes made.
- [HF5280](#) (Noor) **Governor's budget bill for human services**; aging, disability services, substance use disorder treatment, and Department of Direct Care and Treatment modified; human services law technical changes made; human services contingency fund established; and money appropriated.

3:00 PM

House Housing Finance and Policy

Chair Michael Howard

Agenda:

- [HF2271](#) (Sencer-Mura) Family homeless prevention and assistance program funding provided, and money appropriated.
- [HF4645](#) (Kozlowski) Minnesota homeless study funding provided, and money appropriated.
- [HF5032](#) (Bahner) Working group on common interest communities and homeowners associations established, and report to legislature required.
- [HF3210](#) (Pursell) Cooperative manufactured housing infrastructure grant program funding provided, bonds issued, and money appropriated.
- [HF4278](#) (Lee, K.) St. Paul; The Heights housing development funding provided from the housing infrastructure program, report required, and money appropriated.

WEDNESDAY, April 10, 2024

- Eid; no legislative activities

THURSDAY, April 11, 2024

- TBA

FRIDAY, April 12, 2024

- TBA

GENERAL GOVERNMENT AND OTHER

LAST WEEK

Pensions: On Tuesday evening, the [Legislative Commission on Pensions and Retirement](#) heard two bills impacting PERA-Police and Fire pensions.

- [HF 5137 \(Wolgamott\)](#) would permit payment of a normal retirement annuity for PERA Police and Fire members without reduction or suspension upon employment or reemployment on or after age 55, and
- [HF 4666 \(Wolgamott\)](#); [SF 4878 \(Frentz\)](#): would increase the annual post-retirement adjustment from a flat 1.0% to between 1.0 – 1.5%, depending on annual social security COLA's, and also decrease 36 to 12 months the waiting period for a post-retirement adjustment for PERA Police and Fire members.

MICA and AMC submitted [this joint letter](#) raising concerns about the bills. While both bills were laid over for consideration, they do not appear on the list of bills planned for inclusion in the omnibus pensions bill scheduled for a hearing on Monday, April 8.

Earned Sick and Safe Time “Fix-it” Bill: On Wednesday, the Senate Judiciary and Public Safety Committee heard [SF3787](#) (Pappas). The Committee adopted this [A-13 Amendment](#) aimed at addressing city and other local government concerns regarding how the law applies to paid on-call fire fighters. Discussions continue on remaining concerns related to how the fixes will intersect with accruals that well exceed the minimum levels required by the law. The committee sent the amended bill back to the Labor Committee, but it has been sent to the Rules Committee, which has included the bill on its Monday, April 8th agenda.

Senate Labor and Industry Policy Provision Omnibus: The Senate took up [SF3852](#) (McEwen), completing discussion and consideration of amendments in a relatively brief time – just over an hour. The bill strengthens child labor protections, eliminates three carves out to minimum wage, increases worker protections, addresses pay equity between men and women. The final vote was 34 to 30 for passage along party lines.

Housing Density – “Missing Middle” Legislation: Legislation supported by a diverse coalition of stakeholders – from local chambers to social justice organizations, home builders, realtors, transit advocates, and environmentalists—that would have set in state law various local zoning requirements aimed at promoting certain types of housing - appears to be dead for this session. The legislation has been strongly opposed by city officials, and a growing number of county boards, opposed to state preemption of local zoning decisions. [HF4010](#) (Kozlowski), a bill requiring that certain multi-family housing units can be built in areas zoned as commercial is being considered for adoption. The bill also sets certain parking and significant restrictions on those development.

Allowing Local Governments to Franchise Broadband: On Friday, the House State and Local Government Committee heard [HF 4182](#) (Freiberg), a bill which would allow for local governments to require franchise fees from a provider furnishing broadband, and to receive compensation for the use of the public right-of-way. The bill was laid over for possible inclusion in an omnibus State and Local Government bill. The bill was also included in the Omnibus House Commerce Policy bill.

The Senate State and Local Government Committee processed [SF4782](#) (Port; DFL-Burnsville) The **Office of Cannabis Policy** bill passed on a roll call vote of 8-6 and was referred to the Health and Human Services Committee where it will be heard on Tuesday. [Summary](#)

THIS WEEK

Omnibus Pensions Funding and Policy Bill: On Monday, the [Legislative Commission on Pensions and Retirement](#) will assemble an omnibus bill for consideration by the full legislature. The bill, authored by Rep. Kaohly Her (DFL-St. Paul) and Nick Frentz (DFL-Blue Earth), Chair and Vice-Chair of the Commission, will include several provisions with financial implications for county budgets. Specially, the bill:

- Includes an increase in the annuity multiplier for PERA-Correctional Plan, from 1.9% to 2.2%. The increase will align the annuity multiplier for that of the state correctional officer plan. The cost for the benefit enhancement will be funded by proportionate increases in the employee and employer contribution levels totaling an estimated \$3.9 million for employers beginning in CY2025, or about 5 percent of 2023 CPA aid increase.
- Expands the full-threshold look-back from 1 year (current law) to 3 years. The change pushes back (makes it less likely) that PERA-General and other plans will achieve actuarial full funding. The good news is that the expanded standard promotes fund stability by ensuring stable full funding, rather than perhaps achieving that status after one unusually good market year. Additionally, while the bill also continues state aid until the three year threshold is achieved, there is no such aid for offsetting the supplemental 1% employer contribution being paid by local employers for PERA-General.

State and Local Government Hearing: On Tuesday, the House State and Local Government Committee agenda will include:

- [HF3276](#) (Frazier), authorizing jurisdictions to adopt ranked choice voting for local offices following established procedures established; and use of electronic voting systems with reallocation feature allowed.
- [HF4413](#) (Koegel) amending the state Open Meeting Law (OML) to set parameters for use of interactive technology for advisory public bodies, as well as participation requirements. The bill was brought forward by the City of St. Paul but offers opportunities to ensure broader participation in advisory bodies statewide.

Also Tuesday, the Senate State and Local Government and Veterans Committee will hear ten bills, including SF4678, authored by Majority Leader Erin Murphy, modifying housing infrastructure program appropriations and naturally-occurring affordable housing assistance provisions.

CORRECTIONS AND PUBLIC SAFETY

LAST WEEK

Reporting Requirements Regarding Cybersecurity Incidents

The Senate Local Government and Veterans Committee heard [SF4874](#) (Wiklund), a bill that would require public sector organizations, including counties, to report cybersecurity breaches or potential incidents to the BCA and MNIT. In turn, MNIT would post bulletins regarding threats and would work with local governments and others to reduce vulnerabilities and strengthen protections. Funding is not provided in the bill. The bill was passed and sent to the Senate Judiciary and Public Safety Committee. The House companion bill, HF 4749 (Bahner), was heard in the House State and Local Government Committee on the same day. It was amended and laid over for possible inclusion in the committee omnibus bill.

THIS WEEK

The House Public Safety Comprehensive Policy and Technical Omnibus bill, [HF3614](#) (Moller), is scheduled for discussion and final passage on the House floor on Monday. The bill addresses criminal justice reform, victim services and domestic violence, Safe at Home program and more.

Also on the House floor Monday is [HF3872](#), which makes policy and technical corrections to certain judiciary provisions, including data practices, family law, judiciary policy, guardianships, public defense, and civil law; classifying data, and more.

ENVIRONMENT

LAST WEEK

The legislature reconvened on Tuesday at noon after Easter break, and several hearings were cancelled and rescheduled due to extended Senate floor sessions, but there was still some activity on relevant environment bills.

On Tuesday, April 2 the **MICA Groundwater Subgroup** met to discuss the slate of nitrates-related legislation that has been introduced this session, as well as the Clean Water Council's funding recommendations and Governor's proposed supplemental budget. Moving forward, we plan to take a stronger stance in support of the CWC's recommendations to ensure that any Legacy funding passed out of the Legislature aligns with their proposal and provides adequate resources to support testing, monitoring, and mitigation efforts.

Speaking of clean water, during Wednesday morning's **House Legacy Finance committee hearing, the Clean Water Council [presented on their budget recommendations](#)**, and Winona County Commissioner Chris Meyer testified in support. Also on April 3, [SF3427](#), authored by Sen. Morrison (DFL-Deephaven), which would establish a boat wrap stewardship program, [was amended](#) in the Senate Judiciary and Public Safety committee and laid over for possible inclusion in an omnibus bill.

[HF4550](#), authored by Rep. Kozlowski (DFL-Duluth), creates a critical materials recovery advisory task force. The bill [was amended](#) during its stop in the House Environment and Natural Resources Finance and Policy committee on Wednesday, April 3 and laid over for possible inclusion. The Senate companion, [SF4523](#) authored by Sen. Hauschild (DFL-Hermantown), was heard in the Senate Environment, Climate and Legacy committee on Thursday, April 4, [amended](#), and laid over for possible inclusion.

During Wednesday's House Environment and Natural Resources Finance and Policy committee meeting, the Department of Natural Resources and Minnesota Pollution Control Agency presented on [their supplemental budget recommendations](#).

Nitrate Contamination of Water was discussed as part of a budget neutral Department of Agriculture bill in the House Agriculture Finance and Policy Committee. HF5229, authored by Rep. Samatha Vang (DFL-Brooklyn Center) would provide \$3 million from the General Fund to households whose water is contaminated with nitrates and who cannot afford to treat their own water or by water from other sources. While the funding would be available to household statewide, the focus would be on SE Minnesota. The bill would also: extend by five years the sunset of the Agricultural Fertilizer Research and Education Council, which conducts research and works with farmers to reduce the use and environmental impact of fertilizers. The bill was laid over for further consideration.

BILL INTRODUCTIONS OF INTEREST

BILL	SPONSORS	TITLE	TEXT
HF 5229	Vang	Agriculture provisions modified, and money appropriated. Companion bills: SF 5365	Introduction
SF 5298	Hawj	Clean water fund prior appropriations modification	Introduction
HF 5291	Garofalo	Allocation of revenues from solid waste management tax modified. Companion bills: SF 5246	Introduction
HF 5285	Rehm	Study and report on state property tax programs that benefit farmers and other owners of agricultural land required.	Introduction
SF 5246	Klein	Allocation of revenues from the solid waste management tax modification Companion bills: HF 5291	Introduction
HF 5176	Lee, K.	Report on uses of county program aid increases required.	Introduction

A full list of relevant environment bills, including those for MICA member counties, [can be found here](#). If the bill has had a hearing, our team's notes on the testimony and member discussion during the hearing are included.

NEXT WEEK

Next week is another short week, with the Legislature off on Wednesday and Thursday morning to honor Eid. As it currently stands, there are a few hearings to watch for:

- On Monday, April 8 at 10:00 a.m., the Subcommittee on Minnesota Water Policy will meet and hear a presentation on nitrates initiatives, among others.
- On Tuesday, April 9 at 3:00 p.m., the Senate Environment, Climate and Legacy committee will hear presentations by DNR and MPCA on the Governor's supplemental budget recommendations. They will also hear [SF5258](#), which would provide composting grant programs for multifamily buildings.
- On Thursday, April 11 at 3:00 p.m., the Senate Environment, Climate and Legacy committee will hear [SF3561](#), the Packaging waste and Cost Reduction Act (Morrison, DFL-Deephaven).

COMBINED HEARING SCHEDULES

[Next 7 Days Combined Hearing Schedule](#)

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Larkin Hoffman – Legislative Update

April 9, 2024

Minnesota Update

Legislature Returns with Focus on Supplemental Appropriations

With roughly six weeks to go in the 2024 legislative session, legislators are focusing on crafting a supplemental budget, assembling capital investment proposals, and passing omnibus policy bills. The third deadline, which is the deadline major budget bills must pass out of their respective committees, is April 19th. However, the legislature will take a short break for Eid prior to the deadline.

Both the Senate and the House of Representatives started the process of passing omnibus policy bills last week and are expected to complete much of that work in the coming days. Most policy bills are likely headed toward conference committees where members of each body will negotiate the differences between the proposals.

Minneapolis Housing Looking for a Boost

This session has included several proposals to increase housing potential in Minnesota, including a proposal from Rep. Hodan Hassan's (DFL-Minneapolis) which would appropriate \$35 million in FY 25 to refurbish 700 affordable housing units built in the 1960s. Introduced as H.F. 4116, the bill would be the largest non-federal funding appropriation ever directed to the Minneapolis Housing Authority. In committee, concerns were expressed over the amount of funds requested, as the committee's supplemental budget target is \$10 million. The bill was discussed in the House Housing, Finance, and Policy Committee and laid over for possible inclusion in a larger bill. The Senate version, S.F. 4020 (Mohamed) has not yet been heard in the Senate.

Constitutional Amendment Moving

Legislation that would place three constitutional amendments on the November ballot advanced out of another House committee last week. If passed and included on the ballot, the ballot question in H.F. 4589 would read:

“Shall the Minnesota Constitution be amended to require an independent redistricting commission to adopt boundaries for congressional and legislative districts following a decennial census; to prohibit members of the legislature from serving as lobbyists while in office and for a period of one year after leaving office; and to amend requirements related to the timing and process for convening regular legislative sessions?”

The House State and Local Government Committee approved the bill last week on a party-line vote. It will also need to pass the House Rules and Legislative Administration Committee. The Senate version, S.F. 4785, passed the Senate Elections Committee in early March and is awaiting a hearing in the State and Local Government and Veterans Committee.

Other Key Bills Moving Through Committee

Several significant proposals advanced through the committee process this past week, including:

H.F. 1342 (Elkins) / S.F. 175 (Fateh) would allow cities to create land-value taxation districts that could be taxed in a way that excludes either property improvements or properties that have fallen into disrepair. Minnesota does not currently allow land-value taxation, but this legislation would give local units of government the ability to use this type of valuation. The bill was heard in the House Property Tax Division and laid over for possible inclusion in the division report to the House Tax Committee.

H.F. 2609 (Berg) / S.F. 2827 (Latz) would clarify that a trigger activator includes a device that allows a semiautomatic firearm to shoot more than one shot with a single pull and release of the trigger. This type of trigger is commonly known as a “binary trigger” or “binary firing system.” It also adds a requirement for a report that would include specific information regarding firearms. The bill increases the penalty for a transfer to an ineligible person from a gross misdemeanor to a felony with a maximum sentence of two years. It additionally increases the maximum fine for an aggravated violation from \$10,000 to \$20,000. The bill was heard and passed by the House Public Safety Finance and Policy Committee.

H.F. 2607 (Finke) / S.F. 2209 (Dibble) would mandate that health plans cover gender-affirming care in Minnesota. The legislation defines gender-affirming care as “All medical, surgical, counseling, or referral services, including telehealth services, that an individual may receive to support and affirm that individual's gender identity or gender expression and that are legal under the laws of the state of Minnesota.” An amendment was added to allow for a religious exemption but organizations eligible for a religious exemption would have to be organized as a nonprofit religious entity or a closely held for-profit entity that has adopted a religious objection resolution. The House Health Finance and Policy Committee laid the bill over for possible inclusion in a larger omnibus bill.

Important Dates to Remember

April 9, 2024 at 5pm	Eid Recess Begins
April 11, 2024 at 12pm	Eid Recess Ends
April 19, 2024	Third Deadline
April 22, 2024	Passover Recess Begins
April 24, 2024 at 12pm	Passover Recess Ends
May 20, 2024	Deadline to Adjourn Legislative Session

Federal Update

Congress Returns to Busy Schedule

Congress is returning to an overflow of fiscal 2025 hearings, and Appropriations panels in both chambers could undergo a round of musical chairs. Starting out with defense-related hearings, the Senate Armed Services Committee is set to hear from Defense Secretary Lloyd J. Austin III and Chairman of the Joint Chiefs of Staff Gen. CQ Brown Jr. on Tuesday. The Pentagon officials will make the case for the \$849.8 billion request for the fiscal year that starts in just six months.

On Wednesday, the House Legislative Branch Appropriations Subcommittee will look at funding for the Capitol Police for fiscal 2025 with Chief Thomas Manger set to testify. And Homeland Security Secretary Alejandro Mayorkas testifies in a doubleheader on Wednesday to the House Homeland Security Appropriations Subcommittee and later to the Senate version of that panel on the president's \$62.2 billion request for discretionary funding, a 2 percent boost from the fiscal 2023 level. His appearances come as he faces a possible impeachment trial starting this week.

In other appropriations news, Representative Tom Cole, R-OK, could ascend to the full House Appropriations Committee chairmanship this week. The House Republican Steering Committee is set to meet Tuesday to vote on the chairmanship, followed by GOP conference ratification the next day. The change would open up the coveted Transportation-HUD Subcommittee chairmanship, potentially setting off a domino effect among the panel's "dozen cardinals", as Appropriations subcommittee chairs are known. Cole's move would also make room for new leadership on the Rules Committee, which he currently chairs. It's not just House Republicans with some appropriations seats to fill, Senate Democrats shuffling as soon as this week their slate of Appropriations subcommittee leaders.

House Set to Send Senate Impeachment Articles for Mayorkas

House Republicans plan to deliver articles of impeachment for Homeland Security Secretary Alejandro Mayorkas to the Senate this week, a move that sets up what's likely to be a sharply partisan impeachment trial. Speaker Mike Johnson, R-LA, said House leaders will make the ceremonious trek to the Senate on Wednesday to hand over the two articles of impeachment. Senate Majority Leader Charles Schumer, D-NY, told Democratic colleagues in a letter on Friday that senators will be sworn in as jurors in the trial the next day. Senate President Pro Tempore Patty Murray, D-WA, is set to preside. If a full trial does commence, a two-thirds majority is required to convict Mayorkas. That's unlikely to happen in the narrowly divided, Democrat-controlled Senate. Democrats in both chambers have largely backed Mayorkas, calling the impeachment charges, which center on U.S.-Mexico border policy, politically motivated. The House adopted the two impeachment articles in February. They allege "willful and systemic refusal to comply with the law" and "breach of public trust."

Maryland Lawmakers Finalizing Bridge Repair Bill

Maryland lawmakers are working to finalize legislation to waive requirements for states to pitch in on reconstruction costs as officials assess rebuilding Baltimore's Francis Scott Key Bridge. The share of federal funding, which comes from the Federal Highway Administration's Emergency Relief Program, is statutorily limited based on considerations such as whether the roadway is a part of the Interstate

Highway System or if total expenses exceed certain amounts. In some instances, the federal government can cover 100 percent of the costs, but in others, its share can be limited to 80 percent.

The legislation — which Biden requested on Friday — would make good on his promise to have the federal government cover the total cost of reconstruction. Federal officials have estimated that it would cost at least \$2 billion to rebuild the bridge, although that figure is subject to change. The legislation is expected to originate in the Senate, adding that Sen. Benjamin Cardin, D-MD is working to finalize the language. The bridge, which spans 1.6 miles over the Patapsco River and outer Baltimore Harbor, suffered a partial structural collapse after a cargo ship struck one of its support columns on March 26.

Democrats Look to Surpass Trump’s Record on Judges

Senate Democrats have teed up floor action this week on three more of President Joe Biden’s judicial nominations, whose confirmations would catch up to the pace set by former President Donald Trump at this point in his presidency. But the Biden administration still faces a tricky confirmation process to surpass Trump’s record overall on filling the federal bench. In part because Democrats hold a slim 51-49 advantage, and Sen. Joe Manchin D-WV, has put a caveat on his support for Biden judicial nominees.

Filed in District Court

STATE OF MINNESOTA

State of Minnesota

DISTRICT COURT

COUNTIES OF ANOKA, CHISAGO,
ISANTI, KANABEC, PINE, SHERBURNE,
WASHINGTON, WRIGHT

TENTH JUDICIAL DISTRICT

ORDER PROHIBITING THE POSSESSION OF FIREARMS AND RESTRICTING USE OF CAMERAS, LIVE STREAMING, AND CAPTURING OF AUDIO/VISUAL RECORDINGS

WHEREAS, possession of a firearm in a courthouse complex is prohibited pursuant to Minnesota Statute 609.66, subd1(g)(a)(1). A person found to be in possession of a firearm in a courthouse complex may be charged with a felony;

WHEREAS, Rule 4 of the General Rules of Practice for District Courts, prohibits visual or audio recordings including video, film and still photography (Minn. R. Gen. Prac. Rule 4.01);

WHEREAS, Rule 4 also provides exceptions to this prohibition on audio/visual recordings, including the official recording of the proceeding by court staff, and sets forth specific rules concerning the use of cameras for court security purposes, and the use of interactive video during hearings pursuant to rule or order of the Supreme Court;

WHEREAS, Rule 4.02 also provides that a judge may authorize the use of electronic or photographic presentation; broadcasting, televising, recording or photographing during ceremonial proceedings; visual or audio recording during civil proceedings subject to the limitations set forth in the rule; and visual or audio recording in criminal proceedings with certain limitations (Minn. R. Gen. Prac. Rule 4.02); and

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All persons, except as provided in #2 below, in the courthouse complex are prohibited from having firearms on their person or in their possession, including those who have a permit under Minnesota Statutes § 624.714.
2. The prohibition on possession of firearms in the courthouse complex does not apply to a licensed peace officer, or federally authorized law enforcement agent, in the course of their official duties with their badge conspicuously displayed.

Courthouse Complex, except as authorized by Rule 4 of the Minnesota Rules of General Practice or authorized by a District Court Judge as provided for in Rule 4. Non-court spaces such as the interior of the Department of Corrections office and the interior of the Chisago County Sheriff's Office is not covered by this Order. The Court Administrator shall direct any requests for an exception to this Order to the appropriate judge.

4. The attached illustration, designating the areas of the Courthouse Complex within this courthouse or court facility in the Tenth Judicial District, is hereby made a part of this Order.

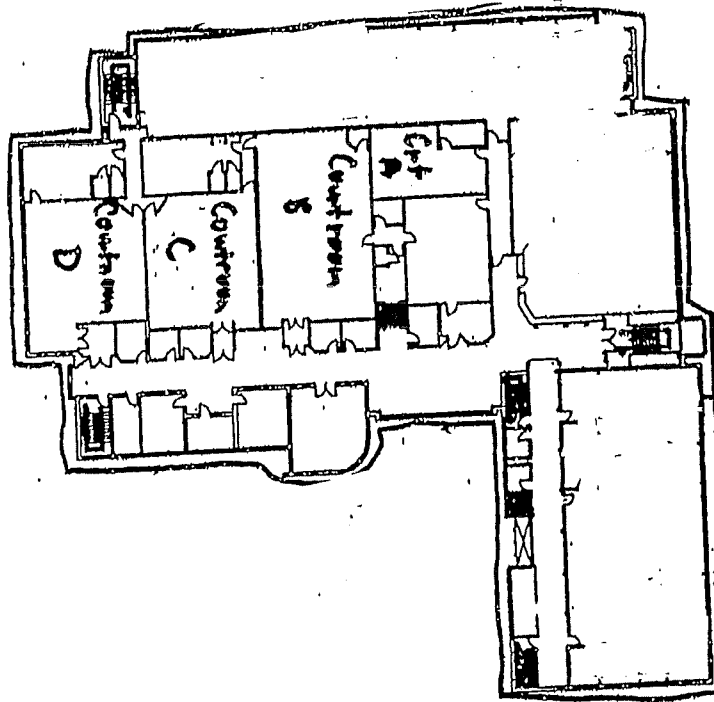
DATED: April 1, 2024

BY:



Digitally signed by Hiljus,
Stoney (Judge)
Date: 2024.04.01 09:36:23
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Stoney Hiljus
Tenth Judicial District Chief Judge



3RD FLOOR



CORRESPONDENCE

BWSR awards more than \$17 million in soil health grants

39 local governments selected to receive funding to support increasing capacity for soil health programs

April 9, 2024

ST. PAUL, Minn. — The Minnesota Board of Water and Soil Resources (BWSR) awarded more than \$17 million in grant funding to 39 soil and water conservation districts (SWCDs) to support soil health efforts throughout the state.

The grants will fund supplemental staffing to boost local expertise related to soil health initiatives.

“Soil and water conservation districts play a key role in helping landowners understand and adopt soil health practices such as no-till, cover crops and rotational grazing,” BWSR Executive Director John Jaschke said. “These grants will increase our local partners’ capacity to provide these services in their communities.”

These grants are part of a large-scale effort to work with landowners to improve soil health. BWSR received \$21 million from the state’s general fund and \$12 million from the Clean Water Fund during the 2023 legislative session to support soil health programming across the state. BWSR was also selected last year to receive \$25 million [in Regional Conservation Partnership Program](#) (RCPP) funds from the USDA’s Natural Resources Conservation Service for soil health initiatives. Soil health is a priority identified in the Minnesota’s [Climate Action Framework](#).

BWSR plans to offer grants for soil health delivery and practices later this year. This combination of state soil health grants will help support BWSR’s \$25 million Regional Conservation Partnership Program (RCPP) that is currently in negotiation. More information about these additional soil health initiatives will be shared in the coming months.

Chisago County SWCD is one of the 39 SWCDs listed in the BWSR press release. There are a total of 90 SWCDs in MN, one in each county and two each in Polk, Otter Tail, and St. Louis.

The CC SWCD grant is for \$570,000 which will be used for a soil health specialist for the next 4-5 years.