



Board of Commissioners
REGULAR MEETING – Tuesday, July 2, 2024
County Board Room, Room 172

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

County Administrator
Chase Burnham

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

Health and Human Services Committee of the Whole:

Discussion

- | | | |
|---|---|-------|
| 1.) | Director's Report | TAB 1 |
| Items for Committee Review/Recommendation: (<i>discussed in detail as requested</i>) | | |
| 2.) | Payment of County's Warrants for HHS | TAB 2 |
| 3.) | Opioid Action Council Bylaws Update | TAB 3 |
| 4.) | Opioid Action Council Grant Agreement – Canvas Health | TAB 4 |
| 5.) | Opioid Action Council Grant Agreement – MN Prevention & Recovery Alliance | TAB 5 |
| 6.) | Opioid Action Council Grant Agreement – Sheriff's Office | TAB 6 |
| 7.) | Opioid Action Council Grant Agreement – Fentanyl Free Communities Foundation (FFCF) | TAB 7 |
| 8.) | Opioid Action Council Grant Agreement – Steve Rummier Hope Network (SRHN) | TAB 8 |

Board of Commissioners' Business Meeting

Consent Agenda:

- | | | |
|------|--|--------|
| 1.) | HHS Committee Recommendation – Director's Report | TAB 1 |
| 2.) | HHS Committee Recommendation – Payment of County's Warrants for HHS | TAB 2 |
| 3.) | HHS Committee Recommendation – Opioid Action Council Bylaws Update | TAB 3 |
| 4.) | HHS Committee Recommendation – Opioid Action – Canvas Health | TAB 4 |
| 5.) | HHS Committee Recommendation – Opioid Action – MN Prevention & Recovery Alliance | TAB 5 |
| 6.) | HHS Committee Recommendation – Opioid Action – Sheriff's Office | TAB 6 |
| 7.) | HHS Committee Recommendation – Opioid Action – Fentanyl Free Comm. Found. (FFCF) | TAB 7 |
| 8.) | HHS Committee Recommendation – Opioid Action – Steve Rummier Hope Net. (SRHN) | TAB 8 |
| 9.) | Minutes from the June 18, 2024, Meeting | TAB 9 |
| 10.) | Payment of County's Warrants and Miscellaneous Bills | TAB 10 |
| 11.) | Recognition of County Staff July Anniversaries | TAB 11 |
| 12.) | Application for Abatement (reduction) of Property Taxes | TAB 12 |
| 13.) | Exempt Gambling Permit – Immanuel Lutheran Church of Almelund | TAB 13 |
| 14.) | Credit Card Increases – Public Works | TAB 14 |

Other Business of the County Board

- | | | |
|------|---|--------|
| 15.) | Acceptance of Donation – CCSO K9 Program | TAB 15 |
| 16.) | Out of State Travel Request – Toward Zero Deaths Vehicle Pick Up, Garden City, KS | TAB 16 |
| 17.) | Funding Source for Payments to Tyler for Enterprise Permitting & Licensing Software | TAB 17 |
| 18.) | Contract with Soil and Water Conservation District – Noxious Weed Management | TAB 18 |

19.)	Additional Funds for Rush City Shop Tank Removal – ARPA	TAB 19
20.)	Megan Stegmeir & Sierra Stukenholtz Final Plat of Stegmeir Oaks Phase 2	TAB 20
21.)	Memorandum of Agreement with Minnesota Off-Road Cyclists (MORC)	TAB 21

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.

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- Monday, July 1st – County Board Tour of Wyoming/Stacy (District 4) begins at 3:00 p.m. at Wyoming City Hall
- Wednesday, July 10th – Chisago County Budget and Finance Workshop at 3:00 p.m. in the Chisago County Boardroom
- Thursday, July 11th – Chisago County Planning Commission Meeting at 7:00 p.m. in the Chisago County Boardroom
- Wednesday, July 17th – Chisago County Board of Commissioners Meeting at 6:30 p.m. in the Chisago County Boardroom

TAB 1

2023 ANNUAL REPORT

Chisago County



Public Health
Prevent. Promote. Protect.
Chisago County

6133 402nd St, North Branch, MN 55056

<https://www.chisagocountymn.gov/258/Public-Health>

Chisago County Board of Commissioners
July 2nd 2024



A NOTE FROM THE PUBLIC HEALTH ADMINISTRATOR

2023 was a year of pause, reflection, and strategic planning to ensure that the Chisago County Public Health department continues to move forward in the direction of building strong infrastructure, equipped with the capacity, resources, and skill set to respond to public health needs.

Over the last few years, we worked in collaboration with our public health colleagues to advocate for much needed resources to deliver critical public health services. I have had the pleasure to serve on the executive committee for the local public health association and represent the central region. Through this partnership, our collective efforts, and aligned goals with partners, resulted in many wins during the 2023 legislative session that brought additional funding to meet our needs.

The aftermath of COVID-19, and current societal stressors continue to impact our communities. Our department, like many, also went through many changes yet our staff continued to offer amazing service to the community, as is evident in this report. With ongoing support from the Chisago County Health Board, our partners, and the dedicated Public Health Staff, we have already started the 2024 year with the vision, and determination to address the some of the biggest health concerns in our community. We will work hard to continue to build a smart, efficient, and effective workforce that enhances the health and safety for all Chisago County residents.

Courtney Wehrenberg

Community Health Services Administrator
Chisago County Public Health



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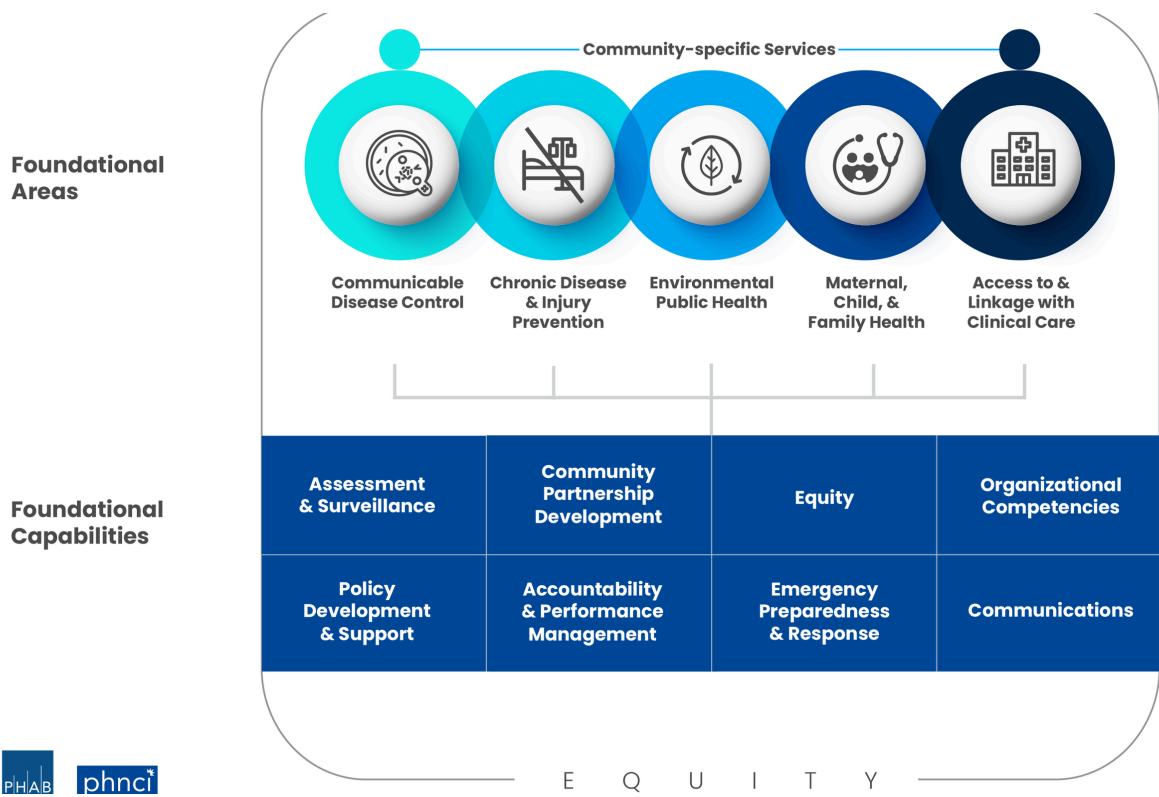
Financial Highlights.....19

FOUNDATIONAL WORK

Mission To protect and enhance the health of our community through data, education, evidence-based prevention strategies, partnerships and the promotion of health equity.

Vision To serve as a leader and partner to achieve optimal health for our community.

Values Teamwork, Trust, Honesty, Respect, Stewardship



Chisago County participated in ongoing discussions with SCHSAC and MDH associates to evaluate foundational public health responsibilities. These core responsibilities were redefined in 2023 and include broad areas with eight capabilities shown above. These are now in line with national public health standards. After completing the cost and capacity assessment in 2022, wide variation and gaps in capacity were found across the state. Chisago County Public Health used 2023 to patiently assess cost and capacity findings, advocate for dollars from the state budget, learn from other counties, and strategically plan for 2024.

We also continue to use the Public Health Accreditation Board (PHAB) best practices to guide our work and ensure we are fulfilling all essential and foundational Public Health Services. We will be submitting for accreditation in early 2025, which will improve our accountability, partnerships and transparency in the department.

With support from the Community Health Board approving new positions, we are now in position to create a well-adverse team that can complete work in all foundational capability areas.

2023 ASSESSMENT AND PLANNING

In 2023 over 20 partners on the Mobilizing action through Partnership and Planning (MAPP) committee met over seven times to analyze data to drive the work of the Community Health Improvement Plan. This included reviewing data from the Community Health Assessment, local law enforcement, M Health Fairview, St Croix Health, the Age Well Coalition, and other data sources so we could make an informed decision about the needs of the community. Through this intensive analysis and prioritization process, partners were able to use that data to decide what our top four health priorities should be.



Healthy Food Access, Substance Misuse, Mental Health and Access to Care



Lakes Region



With our top priority areas in the forefront of our mind, we are able to collaborate with our partners on initiatives that impact all of our work so that we can make the greatest impact. This includes increasing awareness of resources through intentional and strategic advertising, developing creative ways to increase transportation supports, and providing educational materials in the schools and the community. This work is reflected in our Community Health Improvement Plan.

We have also increased our capacity and reach within the community thanks to our Americorps Projects Coordinator. This part time position is fully funded through the Public Health Corps!



In effort to align our work with our program goals, we are in the process of finalizing our departmental strategic plan and performance management goals.

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VISION

Chisago County – a community where all people thrive.

HEALTHY FOOD ACCESS



Barriers in accessing healthy and affordable food retailers, which may negatively affect diet and food security (USDA).



17% of residents with anxiety and depression worry about running out of food.

MENTAL HEALTH



The Mental Health of our community includes the emotional, psychological, and social well-being that impacts how we think, feel and act. Ultimately influencing how we make healthy choices.



3 in 10 adults have a Mental Health diagnosis.

SUBSTANCE MISUSE



Use of illegal substances and misuse use of legal substances across all ages and stages of life. This includes, but is not limited to nicotine & tobacco products, alcohol, cannabis, and opioids, etc.

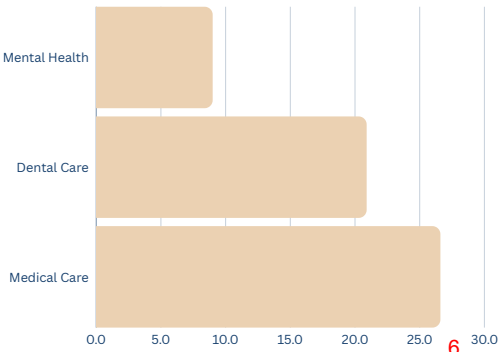


Chisago County Board of Commissioners
July 2nd 2024
Percentage of residents that smoke/drink

ACCESS TO CARE



Timely use of personal health services to achieve the best possible health outcomes (Institute of medicine).



Percentage of residents that delay care

COMMUNICATIONS

Chisago County Public Health is committed to providing accurate and timely communications within the community. Using a range of platforms these have been found to be essential in distributing vital information.

2,000

Followers



17,400

Impressions

342,391

Website Interaction



The monthly Chisago Connect Newsletter honored health observances, food resources, trainings, events, and updates about Public Health. Newsletters are shared through an email subscription, on Facebook, and on the County website. There has been great feedback about the newsletters, and they serve to be an instrumental piece of our communication.

CHISAGO CONNECT NEWSLETTER

Connecting Your Community, While Protecting Your Health

THE MONTHLY NEWSLETTER OF CHISAGO COUNTY PUBLIC HEALTH

January 2023 ISSUE 29

For current updates on Coronavirus (COVID-19) please visit:
Chisago County COVID-19 Data Dashboard
Chisago County Public Health Facebook



Fighting the "Tripledemic" COVID, Flu, and RSV/respirators

- Prevention Strategies:**
1. Avoid close contact.
 2. Stay home when you are sick.
 3. Cover your nose and mouth when coughing and sneezing.
 4. Wash your hands.
 5. Avoid touching your eyes, nose or mouth.
 6. Practice Healthy Habits.
 7. Get vaccinated.

Chisago County Public Health

- Chisago County Public Health is offering the new Bivalent COVID-19 booster Tuesday by appointment. To set up an appointment, please call 651-213-5233.
- Free COVID-19 testing kits are available at either the North Branch Health and Human Services Center or the Chisago County Government Center in Center City front test per family member is available.
- Minnesota launches new COVID-19 telehealth treatment pilot program:
 - After testing positive for COVID-19, utilize the Cue Health app and sign up with you, address to have a virtual consultation with a licensed clinician who will evaluate you determine if therapeutic treatment is a good option. If you are a good candidate for telehealth, the clinician can issue that prescription to the patient's local pharmacy service, come at no cost to the Minnesota residents who use this service. This pilot program is available to all Minnesota residents.
 - For more information on how to access this program and for instructions on downloading the Cue Health App, please visit curehealth.com/minn.

Biden Administration Announces New Round of Free COVID Tests Ahead of the

- COVIDTests.gov is open for a limited round of ordering this winter. The Administration is making tests available to individuals who are blind or have low vision through this pilot program.
- If you need additional support placing an order call 1-800-232-0233 (TTY: 1-888-723-4672) help in English, Spanish, and more than 150 other languages - 8:00 a.m. to 8:00 p.m. Monday to Friday and 8:00 a.m. to 5:00 p.m. ET on weekends.
- For more information, visit <https://www.covid.gov/tests>

Symptom Checker

- Check out the symptom checker to learn how serious symptoms are, if a healthcare needed, or step you can take to relieve your symptoms at home.
- Check Your Symptoms (www.covid.gov/symptoms)



Public Health
Chisago County

Public Health happenings/updates:

- WE ARE HIRING!**
 - Spread the word - we are hiring one more MCH Nurse. Application due by 1/10/23.
- The Opioid Settlement Information is now live on the Chisago County Public Health website and apply to be on the Opioid Advisory Council. Applications due by 1/10/23.
- WIC CHANGES:** Due to formula supply concerns across the state, Mead Johnson substitutes will continue through April 29.
 - Effective August 9th, 2023, Emergency Waivers will end for WIC, however Respite Act is approved it could change that to allow for more flexible approach for students to walk and bike to school. Boost Grant details: SPTS Boost Grant MNDOT (mndot.state.mn.us)
- COVID VACCINES:** Public Health Emergency ending 5/11/23. Commercial is coming, and at some point, in the future, vaccines will no longer be free available through MNWIC. Depending on future funding, they may be available.

PROGRAM SPOTLIGHT - SHIP

Safe Routes to School Boost Grants are now open and are due by 5pm on Wed. Grants support communities with existing Safe Routes to School (SRTS) plans approaches, in advancing non-infrastructure strategies for schools that support students to walk and bike to school. Boost Grant details: SPTS Boost Grant MNDOT (mndot.state.mn.us)

Have you identified a gap in healthy eating, lactation support, active living, or well-being in your community, school, organization or health care setting that approach? Contact the Chisago County SHIP team to see how they can provide support.

To connect with the SHIP Team, please email:

Elizabeth Stenson (SHIP Coordinator) - Elizabethstenson@chisagocountymn.gov
Mackenzie Hallen (Community Health Specialist) - Mackenziehallen@chisagocountymn.gov

PUBLIC HEALTH RECOGNITION

This month we would like to highlight all of the members of our Mobilizing Action Through Partnership and Planning (MAPPP) committee who have committed to partnering to improve the health of our community. This month's MAPPP meeting highlighted the data compiled from our 2022 Community Health Assessment and now the committee will use the data to implement action in the community.

Our partners include Family Pathways, The Age Well Coalition, Central MN Council on Aging, North Branch Area Public Schools, BlueCross BlueShield, Chisago Lakes School District, Rush City School District, North Branch Police Department, Chisago Lakes Police Department, Chisago County Sheriff's Office, Lakes Region EMS, St. Croix Health, M Health Fairview, Lakes and St. Croix Health, and Chisago County Public Health. We are grateful for their partnership, and Monarch Health Services.

Emergency Preparedness Spotlight

This September we recognize and support emergency efforts and encourage the community to take action before, during, and after an emergency. Every community in the United States should be ready to respond to an infectious disease outbreak, chemical or radiological release, or natural disaster. This year's theme is "Take Control in 1, 2, 3" and will focus on preparing older adults for disasters. "We know older adults can face greater risks when it comes to extreme weather events and emergencies, especially if they are living alone, are low-income or have a disability. By taking a few simple steps, you can become better prepared to face a range of emergencies that could occur anytime and anywhere."

- Step 1: Make a Plan.** You may not be with your family when disaster strikes, so it is important to plan ahead for how to get to a safe place, contact loved ones and reunite once the emergency is over. Online planning tools for families, businesses and places of worship can be found at <https://www.ready.gov>.
- Step 2: Build a Kit.** Being prepared means having your own food, water, at least 72 hours. A disaster supplies kit is a collection of basic items your emergency, such as water, non-perishable food, flashlights and batteries, and a self with your pet in case you get separated, medicine and, and leash.
- Step 3: Be Informed.** Know the types of hazards that may occur and how to prepare, during and after an emergency.



National Preparedness

Thank You

This month we want to thank Jodi Budde, our Emergency Preparedness Coordinator and dedication in her role. Jodi has been with Chisago County for 16 and a diligent and thorough in her work. Some of her duties include training and teams and response strategies, coordinate and communicate with local, state and federal emergency response efforts and coordinate resources, such as personnel and equipment. Jodi adds additional support and expertise in data which has been beneficial particularly during the covid pandemic. She is a willing to step up and support her team and county residents whenever, and to go above and beyond in her work, and we are so grateful to have her on our team.



CHISAGO CONNECT NEWSLETTER

Connecting Your Community, While Protecting Your Health

THE MONTHLY NEWSLETTER OF CHISAGO COUNTY PUBLIC HEALTH

December 2023 ISSUE 40

Stay connected:
Chisago County Public Health Facebook
Chisago County Public Health Instagram



Cold Weather preparedness

- Consider taking some of the following steps to make sure you and your home are prepared for Minnesota's winter.
 - Layer up when going outside.
 - Insulate areas of the home that lose heat easily (doors, windows, etc).
 - Have a plan if you lose heat.
 - Conduct a heater tune up.
 - If you need a heavy winter jacket, check out donation centers and Goodwill.
 - Create a Car kit filled and include, small amounts of food, hats and mittens, a road flare, and matches in a weather safe container (ex. a coffee can).

Holiday Health Wellness Tips

Often this time of year we gather and indulge in delicious treats and feasts surrounding the holiday season. Keep hands, kitchen, dishes and utensils clean to prevent cross contamination, cook food thoroughly, and use the two-hour rule when leaving foods out. Check out more guidance [here](https://www.fda.gov/food/food-safety-and-inspection-service).

Additionally, this time of year and put a lot of strain on families. Below are a couple of tips for putting your wellness first.

- Set Boundaries
- Be kind to yourself.
- Be realistic with your expectations.
- Practice relaxation techniques.
- Find time for physical activity
- Spend time in nature
- Find healthy support
- Keep or Seek therapy appointments



Scan the QR code to follow the Chisago County Public Health Facebook page and stay up to date with all of the Public Health happenings.

December 4-8: National Influenza Vaccination Week.

December 4th-8th is an opportunity to remind those 6 months and older that there's still time to protect themselves and their loved ones from flu this season by getting their annual flu vaccine if they have not already. CDC data shows that flu vaccination coverage was lower last season, especially among certain higher risk groups, such as pregnant people and children. When you get a flu vaccine, you reduce your risk of illness, and flu-related hospitalization if you do get sick.

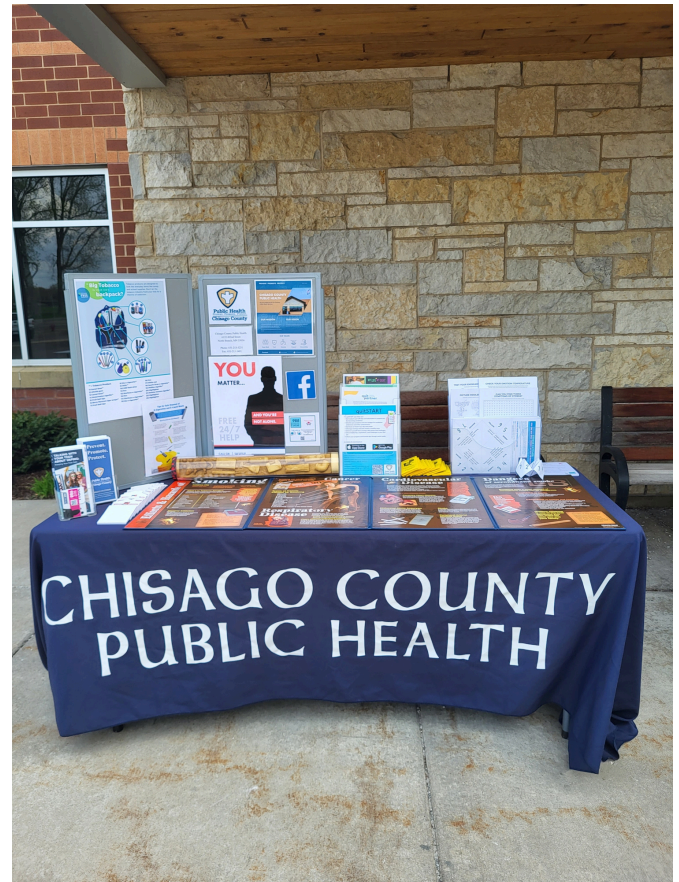
If you are still in need of your flu vaccine, contact your local pharmacy, but contact Public Health for support.



Attended 18 Community Events

Events included: The Chisago County Fair, St Croix Health Fair, Nation Night Out, Summer Concerts, Touch a truck, Safety Camp, and more!

Education topics: The materials shared varied depending on the audience, season, and needs of the community. Some of those topics included mental health, infection control, tobacco, well-being and coping, screentime, healthy eating, general program promotion, and more.



The Community Health van was used to help start conversation with the youth and normalize conversation about health services.

COMMUNITY OUTREACH & HEALTH PROMOTION

Public Health participates and/or leads numerous committees, coalitions, and boards to provide public health advocacy. Below are just a few.

Chisago County Age Well

Chisago Lakes Community
Education Advisory

Outlook Clinic

Chisago County Childrens
Collaborative

Chisago County Childcare Coalition

Children's Mental Health
Collaborative

Public Health facilitates Opioid Action Council

Naloxone

Stop by one of the Naloxone Access Points (NAP) near you for free, no questions asked naloxone.

- Chisago Lakes Area Library, Chisago City, MN.
- Soo Fly Salon, Shafer MN.
- Fairview Lakes Medical Center, Wyoming, MN
- City Hall, Rush City, MN
- Family Pathways Food Shelf
 - Chisago City AND North Branch locations.

In 2023, the Opioid Action Council underwent branding, planning assessments, data collection and review to establish a foundation for how the Opioid Settlement funds should be spent.

Committee members and Health Strategists also attended multiple community events spreading awareness on drug overdoses and prevention. The council is eager to distribute funds in our community to make a local impact on the Opioid Crisis!

With the support of our partners on the Opioid Action Council we have established a resources page on the website, launched 5 new Naloxone Access Points within the County, making naloxone free and readily available; no questions asked.



STATEWIDE HEALTH IMPROVEMENT PARTNERSHIP (SHIP)

Supporting community driven solutions to expand opportunities for active living, healthy eating, well-being, and commercial tobacco free living through policy, system, and environmental changes. Support includes providing technical assistance or funding through Community Partner Awards. A record number of Community Partner Awards were granted due to rollover funding from the previous year.



Funded Projects

Healthy Eating: Food shelf transformation, Community Garden expansion, Farmers market promotion, School Weekend Backpack Program growth, Hydration stations - schools & community and Increased lactation spaces & places.

Schools: MoveMindfully training, Trauma Informed Certification Social Emotional Learning (SEL), Stress and anxiety management Sensory integration rooms, Physical Education program start-up, and expanding outdoor learning

Active Living: Park benches, County parks brochures & signage, RRFB Crosswalks and Walk & Roll to School Days

Healthcare: Baby Cafe teaching materials & promotion, Health Literacy Promotion for seniors & their caregivers

Well-being: SHIP Coordinator certified as NEAR Science Presenter, 3 presentations to Health & Human Services staff and Working toward trauma- informed principles in all settings

Workplace Wellness: Hosted 6-month collaborative, 11 workplace partners, 4 lactation rooms, 10 breakroom updates, 1 hydration station, 3 physical activity projects and 11 well-being projects



Chicago County Board of Commissioners
July 2nd 2024



WOMEN, INFANTS, AND CHILDREN (WIC)

Provides nutrition education and support to help promote a healthy lifestyle. Evidenced based program that significantly reduces the cost of medical assistant dollars for nutritional related conditions such as diabetes and low birth weight.

- 400 WIC households received \$30 in checks to use at approved farmer's markets.
- North Branch, Lindstrom and Cambridge markets became vendors for the first time, joining Chisago City, which led to much greater redemption by WIC families. We ran out of checks to distribute this year.
- Women and children received almost triple dollars to purchase fruits and veggies as part of their benefit package. Congress approved \$25 monthly for children and \$44-49 a month for women through Sept. 2023.



Received an outreach grant in 2023 and were able to buy two electronic kiosks that host WIC applications. These are rotated monthly at area medical clinics, food shelves, libraries and more. Meeting families in the community, increases awareness of resources and decreases barriers.



Women, Infants & Children Nutrition Program
Chisago County Board of Commissioners
July 2nd 2024

Average WIC caseload:
676/month

1,162 Home Visits

145 clients served

Starting January 1st of 2023, the Family Home Visiting program transitioned for MAHF to The Maternal Early Childhood Sustained Home-Visiting Program (MESCH).

The MESCH model expands traditional postpartum care by providing home visiting services during and after pregnancy that are designed to enhance maternal and child outcomes.



Mothers & Babies

Mothers and Babies is a free program to help pregnant people and new parents manage stress, build healthy relationships and prevent postpartum depression. Mothers and Babies is a national evidence-based curriculum that uses strategies that have been tested and proven.

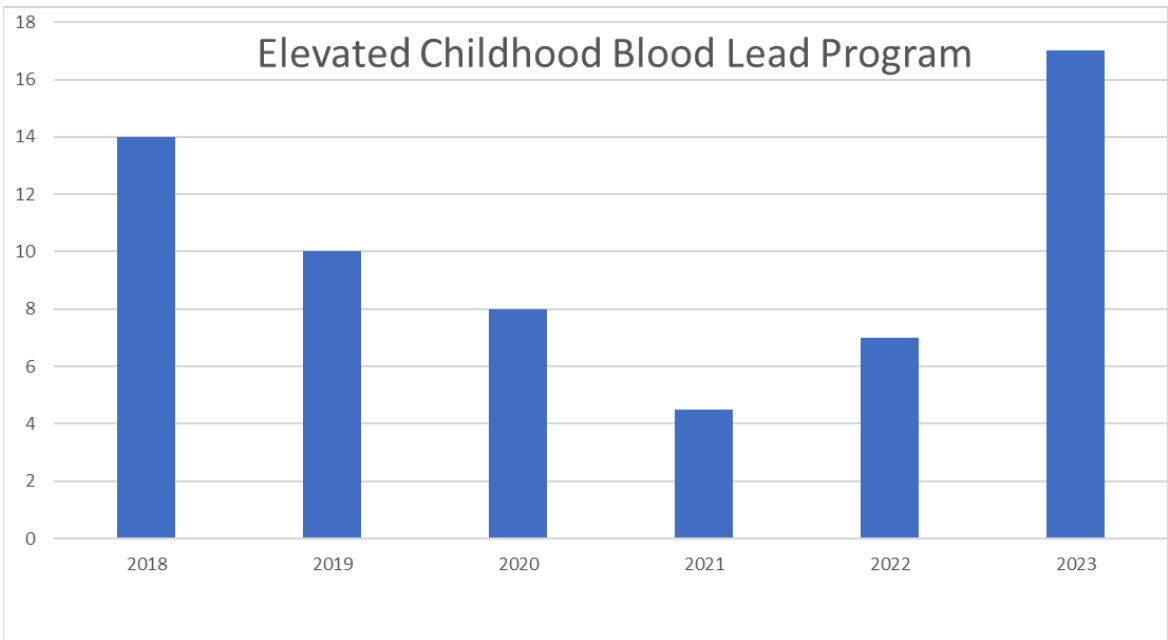
In 2023 we introduced Mothers & Babies in a group setting to provide tools and resources but also to increase opportunities for moms to provide one another support and build community inclusion. Three groups ran throughout the year with participants moving through a series of classes. Nine were served through group classes but many more were served through individual home visits.

In 2023, the definition of an elevated blood lead level in MN changed from 5 mcg per deciliter down to 3.5 mcg/dL. Although lead can be found in many places in a child’s environment, lead exposure is preventable. Once a child has been impacted by elevated blood levels, they may not show symptoms right away.



17 families were provided care coordination

Staff provided lead exposure prevention education, supported individuals and families exposed to lead, and refer to resources.



Elevated blood lead levels in children are associated with neurologic effects such as behavioral and learning problems, lower IQ, hyperactivity, hearing problems, and impaired growth.

MATERNAL CHILD HEALTH SERVICES- CHILD TEEN CHECKUP

The Child and Teen Checkups program is a federal program required in every state to provide comprehensive health care and dental services for children under the age of 21 who are eligible for Medicaid. Regular checkups are important and allow health care providers to monitor children's growth and development, screen for and identify potential concerns, and treat them to prevent more significant problems later in life.



Staff made over 3,800 outreach calls to eligible families.
40+ unique outreach efforts

MATERNAL CHILD HEALTH SERVICES- BABYCAFÉ

The Baby Café service model is a method of providing lactation support in a group setting that involves professional lactation support along with peer support.



**Provided lactation support
to 193 Mothers**



- Breastfeeding has many benefits for both mom and baby. Women who breastfeed have a lowered risk of breast cancer, ovarian cancer, and a decreased risk of cardiovascular disease.
- Breastfeeding mothers share antibodies with their babies. Babies who are breastfed have a lower risk of asthma, obesity, type 1 diabetes, allergies, ear infections, respiratory infections, gastrointestinal infections, and sudden infant death syndrome.
- Low rates of breastfeeding add more than \$3 billion a year to medical costs for mom and baby in the U.S.

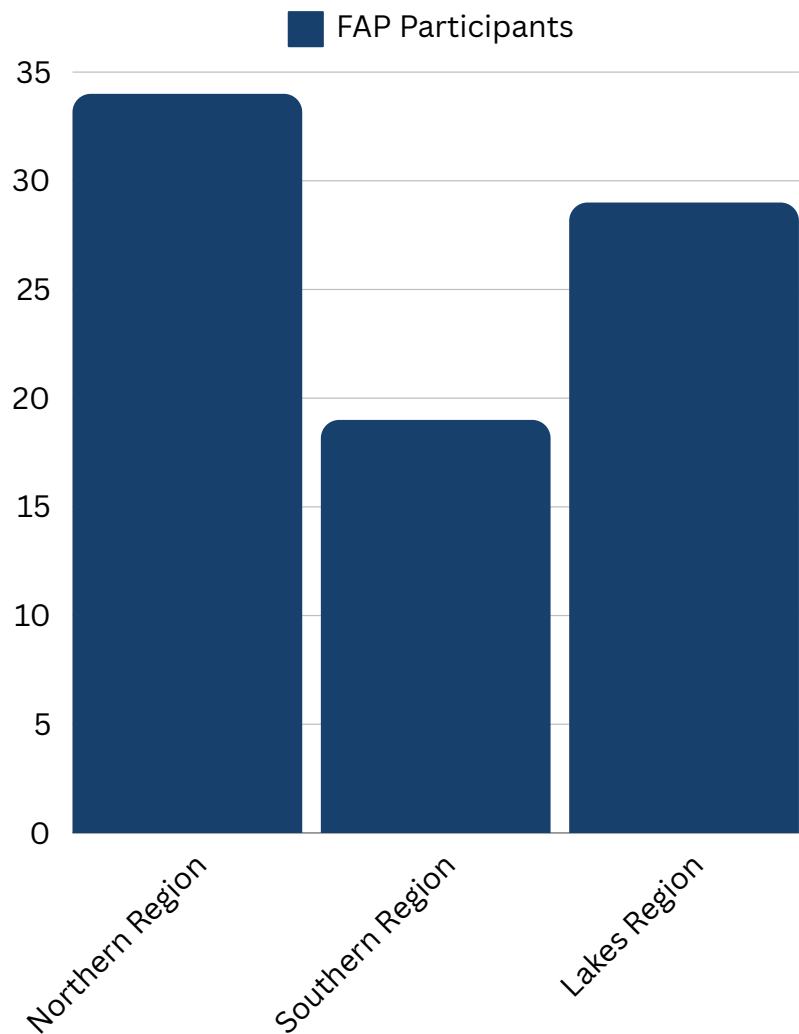
Chicago County Board of Commissioners
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MATERNAL CHILD HEALTH SERVICES- FOLLOW ALONG PROGRAM

Chisago County Follow Along Program was a birth up to 36-month program and open to all community members. Our focus under this grant was to work with community partners, expand our age range to fill an Early Childhood gap between age 3 and 5 years and show we are working with BIPOC (Black, Indigenous and People of Color) and the rural communities. We currently have 95 active children enrolled in Follow Along with 40 children in the 3-to-5-year range.

With the Follow Along Partnership Grant, MDH, was particularly interested in our focus and reach with BIPOC and rural communities.



CAR SEAT SAFETY

CHILDREN AND YOUTH WITH SPECIAL HEALTH CARE NEEDS

Local public health agencies receive referrals from the Minnesota Department of Health when an infant/child has been diagnosed with hearing impairment, a heritable condition, congenital cytomegaly virus, or a congenital birth defect.

11 Classes

13 Car Seat Provided

Chisago County Board of Commissioners
July and 2024

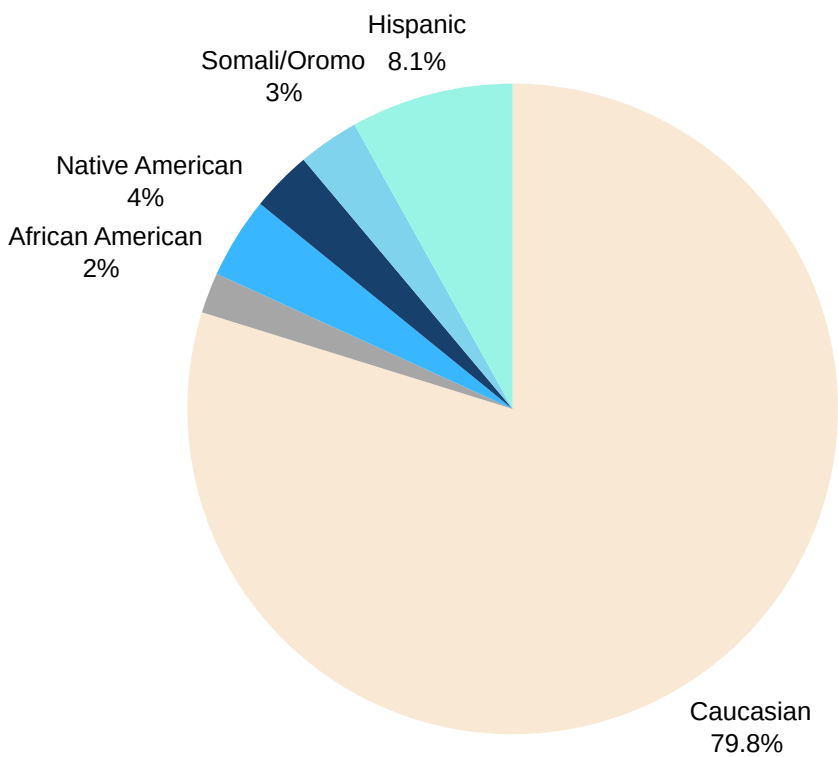
17 Families Served

15

Public Health partners with Children's Dental Services to provide monthly services at the Health and Human Services office in North Branch. Dental services continue to be an ongoing issue for those on medical assistance and without insurance are struggling to find providers.

122 patients served

Race/ethnicity of Patience Served:



AGE OF PATIENT SERVED

Age:	
0-5	26
6-11	21
12-17	28
18-26	25
27 and older	22

Insurance status:

- 88 percent were on Medical Assistance
- 6 percent were uninsured
- 6 percent had commercial insurance (although most had deductibles high enough to qualify for sliding scale services).



DISEASE PREVENTION AND CONTROL (DP&C)

Assist in detecting infectious diseases, developing and implementing prevention activities to slow disease transmission, and implementing strategies that can reduce the potential of exposure during outbreaks.

Disease Monitoring

Chisago County (like the rest of MN) saw in increase in STI's, leading DP&C to increase its outreach efforts in this area

- Syphilis has been on the rise across the state. In 2023 congenital syphilis saw the highest they have been since 1940 in Minnesota. Chisago's rates were cut in half from what they were in 2022, indicating outreach efforts were successful.
- With some counties seeing increasing rates outreach and education remains important.

Provided services/case management support for the following cases:

- 1 Latent TB case
- 4 Hepatitis B cases
- 4 Refugee's
- Immunizations for influenza and Tdap

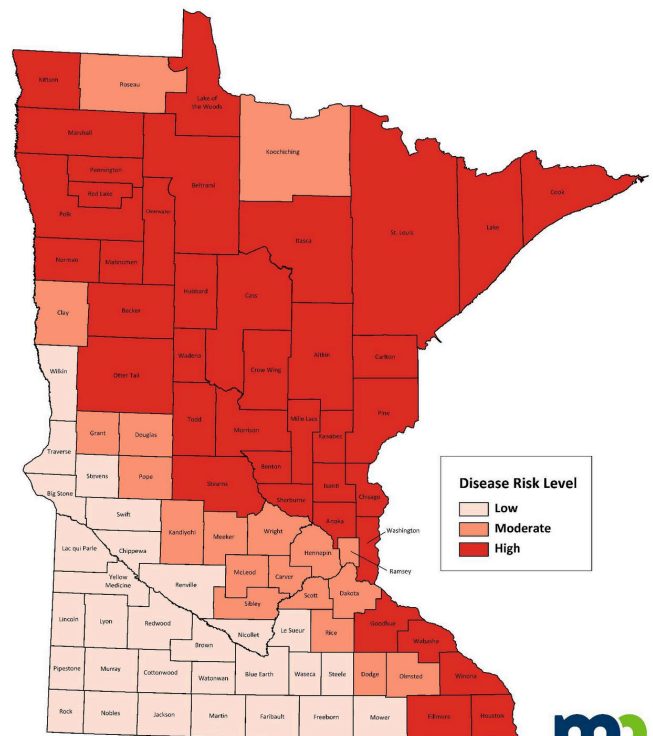
Infectious Disease Prevention

- Attended Operation Community Connect and offered Flu shots to all ages through MnVFC/UUAV programs.
- Distributed over 100 at-home HIV tests in collaboration with Outlook clinic
- Offers free condoms/safe sex kits and education in NB HHS building, have had good results/reception.
- Increasing social media presence/posts to aid Disease Prevention and Control efforts within the community.

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Minnesota Tickborne Disease Risk*

*Risk is based on average incidence (cases/100,000 population) of cases of anaplasmosis, babesiosis, and Lyme disease from 2007-2022



For more information about ticks and preventing tickborne disease, please visit www.health.state.mn.us/ticks or call (651) 201-5414.



Chisago County also saw a spike in cases of Lyme disease, DP&C has increased outreach materials and education available to public health staff to distribute as efficiently and effectively as possible.

Cases increased from 25 to 55, above the state average of reported cases of 16.3.

Tick/Lyme Disease information has been available this spring/summer and has been very well received by the community, with many giving personal stories of someone they know being affected by Lyme Disease.

EMERGENCY PREPAREDNESS

Year End Grant Comments: Katie T., MDH, PHPC

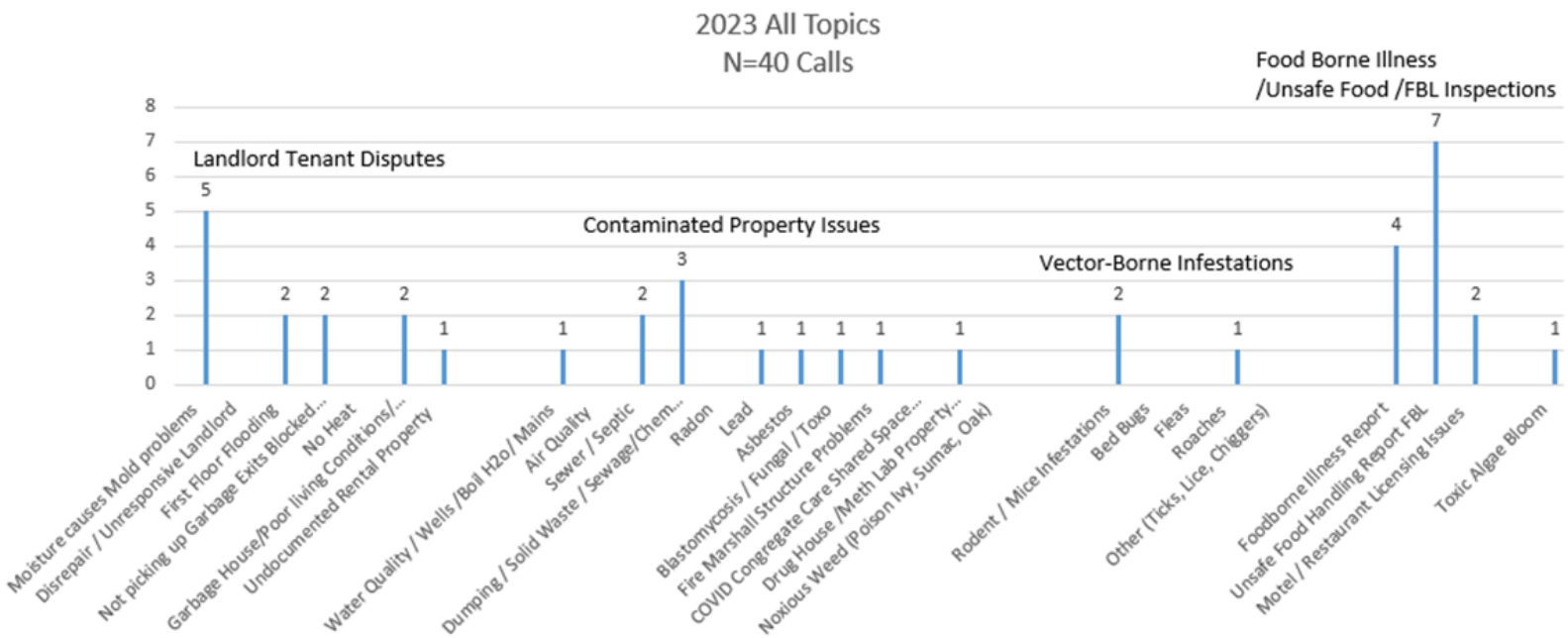
“Chisago County has done an incredible job over the last year as they were all in during the COVID response. Their ability to continue to enhance partnerships with community stakeholders and provide the utmost care and resources for their communities, all while juggling the everyday operations of other public health responsibilities is inspiring. Chisago County Public Health completes all Preparedness duties, participates in multiple trainings, meetings, has extensive partner and community engagement, updated plans, and shares innovated practices. They've put a great amount of time and effort into their work – completing recurring and volunteer activities and keeping up with other grant expectations as well. Chisago County is an impressive asset to the Central Region!”

- The Federal Public Health Emergency for COVID-19 expired on May 11, 2023. In conclusion, Chisago submitted extensive After-Action Reports (AARs) to MDH and CDC documenting Chisago’s COVID response including lessons learned, strengths, and identifying improvement plan (IP) items for future Preparedness planning, emergency response and building capabilities and capacity in the jurisdiction. Executive summary, full AARs, and PowerPoint presentation summarizing the COVID response are available upon request.
- Staff Readiness support operational know-how to ensure the public health department is ready to respond. This work includes updating departmental emergency response plans, departmental training, coordination with local health care partners, the county Emergency Manager, and ongoing participation in the West Central Region Health Care Coalition. Response The departmental goal is to prevent and reduce the harmful effects of public health emergencies. To improve our departmental ability to respond in the future, multiple after-action reviews were completed at various stages of the pandemic. Staff completed surveys and interviews to give feedback on the departmental pandemic response. We will compile this information and identify areas of strength and opportunity. This will help support the agency response moving forward for COVID-19 and other future emergencies.

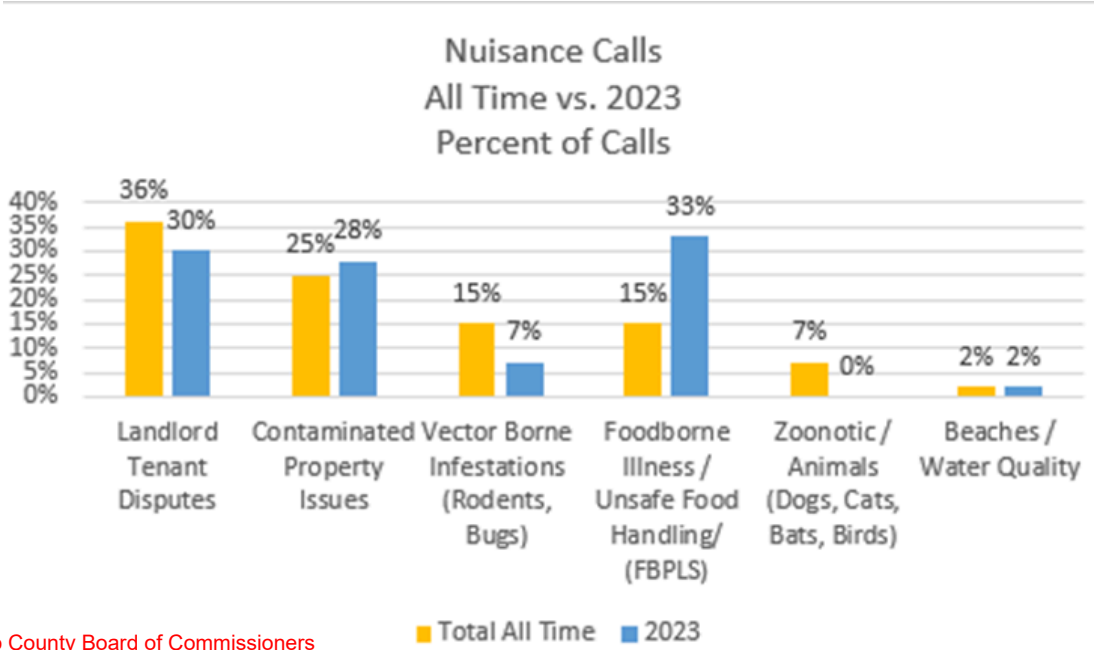


COVID-19 Recovery work remains a priority.

Local Governments are charged with protecting the health of their communities and residents by enforcing state and local public health nuisance laws.



As an agency we have recognized our capacity and effectiveness as an enforcement authority. This has shaped our approach of nuisance response. When handling a nuisance complaint we provide education, support, and partnership to help mitigate each complaint.



FINANCIAL HIGHLIGHTS

TOTAL REVENUE \$2,001,051.51
TOTAL EXPENSES \$1,934,521.68.

Medicaid 170,230

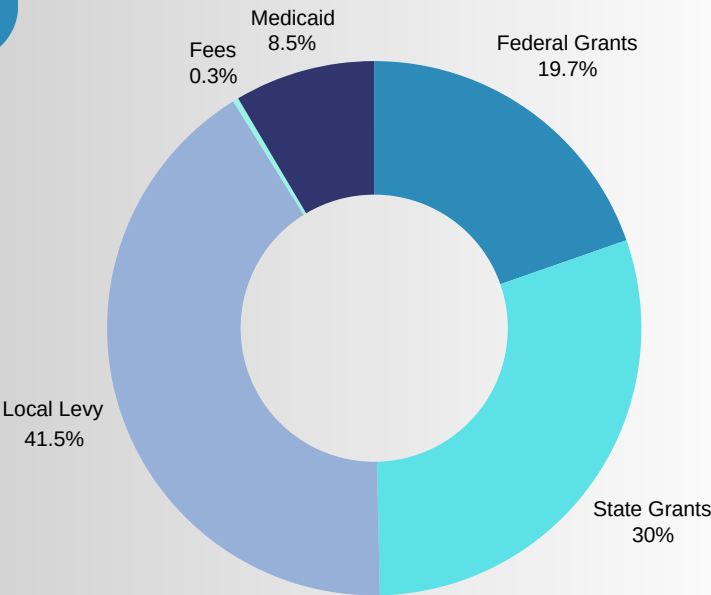
Federal Grants 393,316

State Grants 600,484

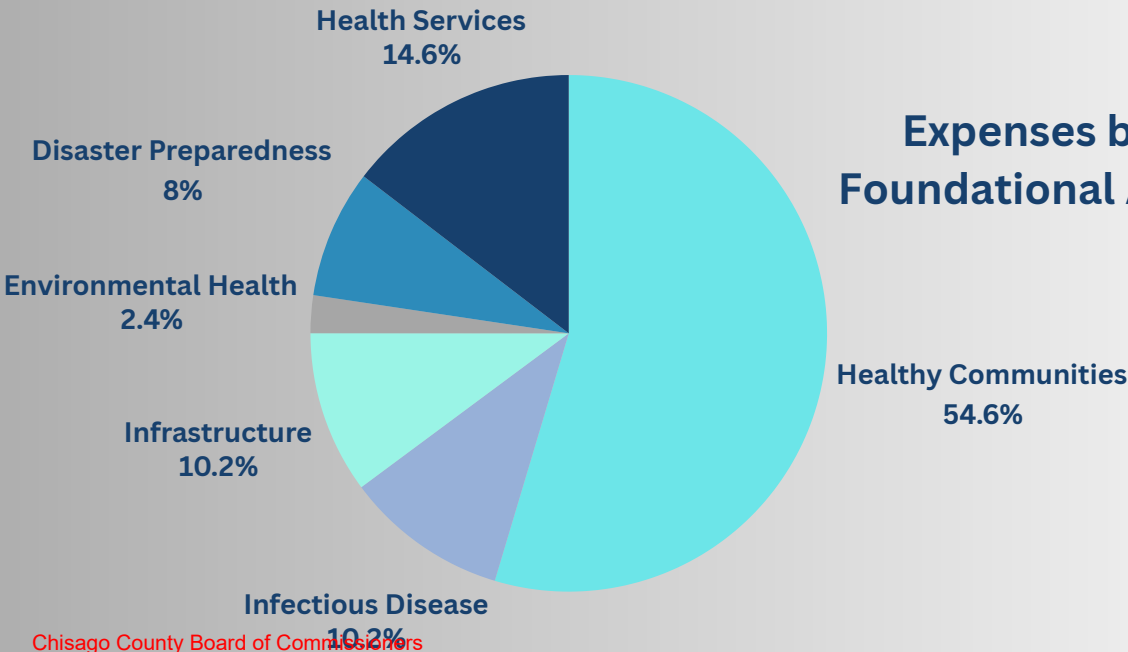
Local Levy 830,141

Fees 6,880

Revenue by Source



Expenses by Foundational Area



2022 COMMUNITY HEALTH ASSESSMENT

Chisago County



Public Health
Prevent. Promote. Protect.
Chisago County

6133 402nd St, North Branch, MN 55056

<https://www.chisagocountymn.gov/258/Public-Health>

Chisago County Board of Commissioners
July 2nd 2024

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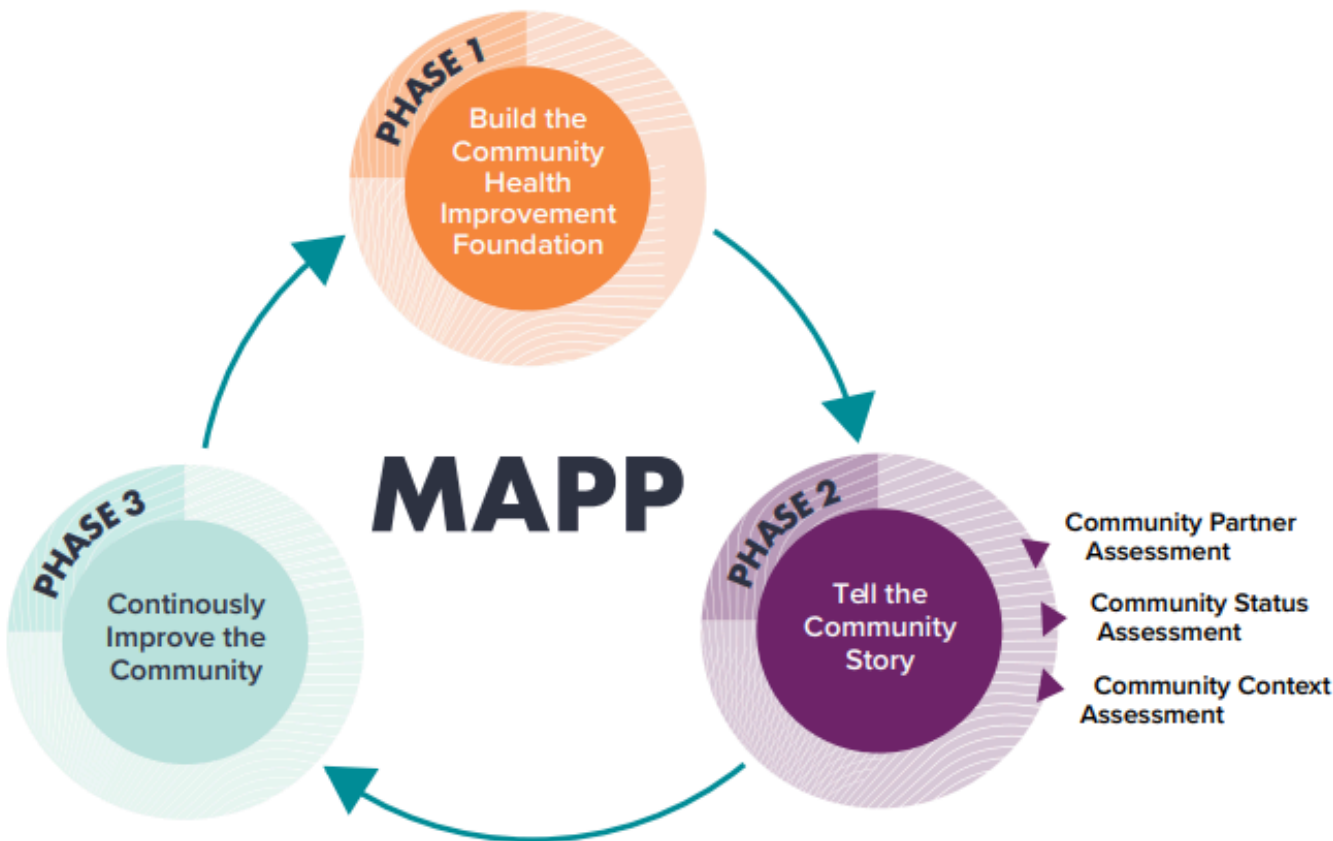
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METHODOLOGY

In 2022, the Community Health Survey was sent out via mail and was available to be completed electronically or on paper. In 2022, 3,500 survey packets were mailed out to Chisago County residents with a 23.7% response rate compared to 2,400 surveys mailed out in 2017 with a 26% response rate. Chisago County Public Health held monthly meetings with partner agencies to organize and coordinate the assessment data collection process. These partners consisted of first responders, school officials, healthcare workers, local law enforcement, and non-profit organizers in addition to public health staff. Partners shared data from their assessments as well as action plans that aligned with the priority areas from the Community Health Assessment.

The process was guided by the Mobilizing Action through Planning and Partnerships (MAPP) process, a nationally recognized strategic planning process for improving community health that was developed by the National Association of County and City Health Officials (NACCHO). MAPP offers a framework and a set of tools for convening community-wide planning for the enhancement of community health. It provides a systematic method for leveraging collective wisdom to develop better partnerships across the community, prioritize key health issues, and identify actionable steps through better alignment of resources and assets across sectors and organizations. The Community Health Assessment was the first step in the planning process for the Community Health Improvement Plan .



COMMUNITY PARTNERS

The development of the Chisago County Public Health Community Health Assessment (CHA) was a collaborative effort. We would like to thank everyone who was involved throughout this process for their contribution and dedication to making Chisago County a happier and healthier place to live.

Community Partners

- Angie Kemen- Chisago County, Behavioral Health Supervisor
- Annette Spehar - Chisago County, ADU Supervisor
- Annie Halland- UCare
- Brent Stavig – Rush City School District, Superintendent
- Brian Dietz – Chisago Lakes School District, Superintendent
- Dan Meyer- North Branch Police Department, Chief of Police
- Danielle Jeffrey- BlueCross BlueShield
- Deanna Nelson- St. Croix Health
- Emily Carpenter-M Health Fairview
- Jessica Keeney- Lakes Region EMS
- Jolene Thorsen- Aging and Disabilities Manager
- Kyle Puelston - Chisago County Sheriff's Office
- Laura Duhn- Health Partners
- Michelle Kleist- Director of Community Engagement & Outreach
- Natalie Matthewson- Central MN Council on Aging, Community Development Supervisor
- Robert Benson- Chisago County HHS
- Sara Paul – North Branch Area Public Schools, Superintendent
- Sharon Crawford- UCare
- Tony Buttacavoli – Family Pathways
- Venus Griffin- Strategic Initiatives Manager with Family Pathways



Commissioners:

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

Public Health Staff

Madelyn Willaert, Public Health Planner
Courtney Wehrenberg- Community Health Services Administrator
Kay Winterfeldt - Public Health Supervisor
Jodi Budde, Emergency Preparedness & Special Projects Coordinator
Elizabeth Stenson- SHIP Coordinator
Mackenzie Halfen, Community Health Specialist



Lakes Region



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WHAT DETERMINES HEALTH?

Health is shaped by social and economic opportunities and environmental conditions of communities – often referred to as the social determinants of health. Some examples of social determinants of health include, but are not limited to: adequate employment and income, affordable housing and transportation, and neighborhood safety. In Chisago County, good health is not shared by all residents. When an individual does not have what they need to reach their fullest health potential because of barriers to resources like affordable and safe housing, adequate employment and income, and affordable and reliable transportation can have a profound impact on individuals and communities. Scientists generally recognize five determinants of health of a population:

Five Key Domains of Social Determinants of Health:

Economic Stability

The connection between the financial resources people have - income, cost of living, and socioeconomic status - and their health.

Education Access & Quality

The connection of education to health and wellbeing.

Health Care Access & Quality

The connection between people's access to care and understanding of their own health

Neighborhood & Built Environment

The connection between where a person lives - housing, neighborhood, and environment - and their health and wellbeing.

Social & Community Context

The connection between characteristics of the contexts within which people live, learn, work, and play, and their health and wellbeing.

Key Factors of Each Domain:

Economic Stability

- Job opportunities and job security
- Income and expenses
- Debt
- Support and available resources

Education Access & Quality

- Language and literacy skills
- Early childhood education
- Higher education
- Vocational training

Health Care Access & Quality

- Health insurance coverage
- Access to primary care
- Health literacy
- Provider availability

Neighborhood & Built Environment

- Safe housing
- Pollution
- Healthy food access
- Transportation
- Crime and violence

Social & Community Context

- Individual identity
- Social norms and attitudes
- Incarceration
- Community engagement

Source: Healthy People 2030, CDC

COMMUNITY DESCRIPTION

Founded in 1851, approximately 57,988 individuals reside in Chisago County, Minnesota making it the 18th most populated county out of 57 in the state. Chisago County continues to see a 2.4% growth annually. The county seat is located in Center City. The county name comes from Chisago Lake. Derived from the Chippewa word *Ki-Chi-Saga*, which means “Fair and Lovely Lakes”. The average Chisago County resident is 41 years old and has a median household income of \$97,446. The population of Chisago County is 94% Caucasian, 3% Hispanic, 2% African American, 1% American Indian and Alaska Native, and 2% are more than one ethnicity. The languages spoken are 97% English, 1.5% Spanish, 1% Asian and Pacific Island languages, 0.3% other Indo-European languages, and 0.1% other languages. The median property value of occupied homes in Chisago County is \$299,800, and the homeownership rate is 87%. Most people in Chisago County commute to work, and the average commute time is 32 minutes. Chisago County is the 18th most populated county in Minnesota and borders Anoka, Isanti, Kanabec, Pine, Washington, Burnett, and Polk Counties.



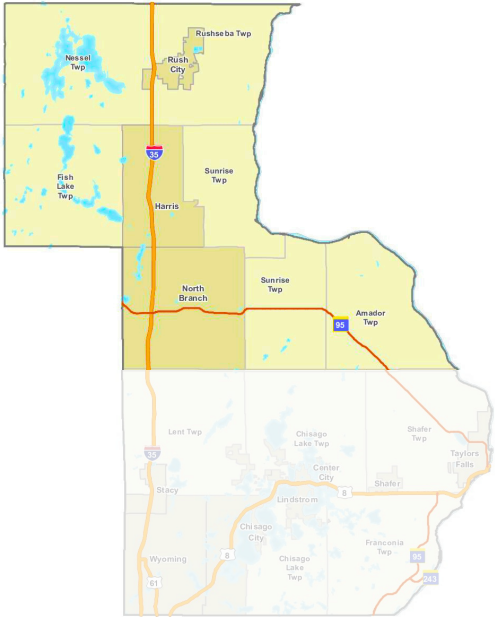
There are many unique geographic features within our community including farmland, lakes, forests, and 22 cities and townships that cover 442 square miles. Chisago County is home to many park and recreational areas including two state parks, five county parks, and numerous city parks.



COMMUNITY DESCRIPTION

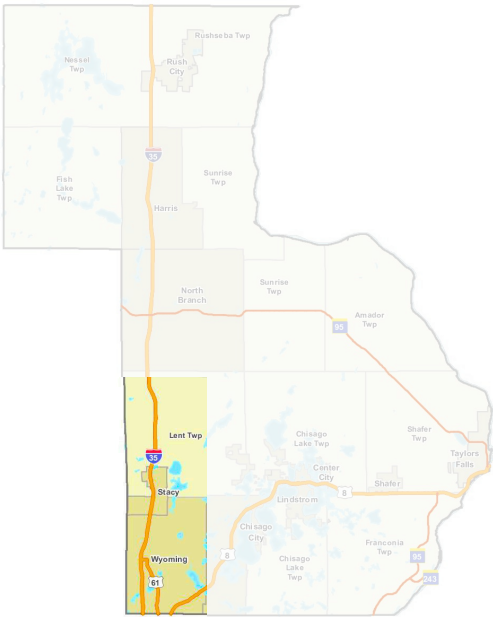
In our analysis of the Community Health Assessment, we found that our county has three unique regions where survey results differed by health outcomes, behavior, and demographics. These are delineated by the Lakes area (central), North (rural), and South (near metro). Two-thirds of our county population reside in 11 of the biggest cities in the county. About 20,000 people live in each of the three regions.

North



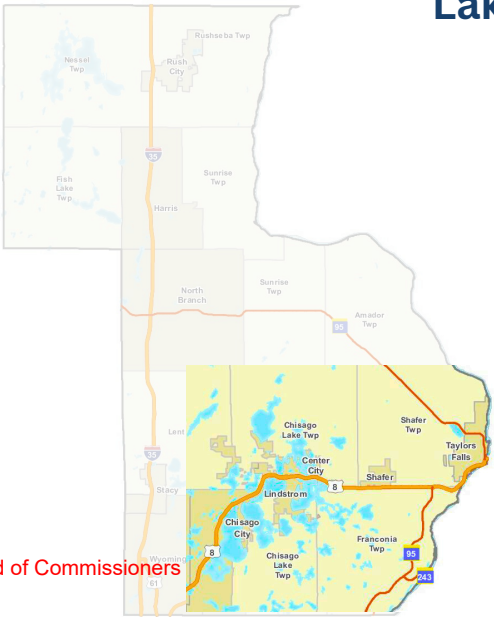
North Branch - 10,787
Harris - 1,129
Rush City - 3,328

South



Wyoming - 8,057
Stacy - 1,700

Lakes

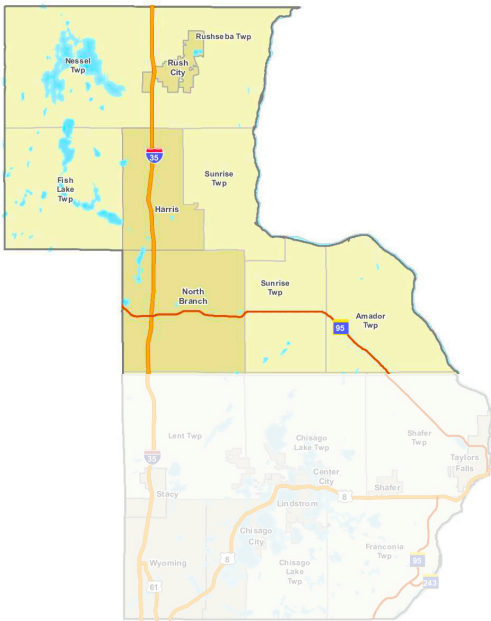


Chisago City - 5,670
Lindstrom - 4,983
Center City - 633
Shafer - 1,188
Taylor Falls - 1,055

COMMUNITY DESCRIPTION

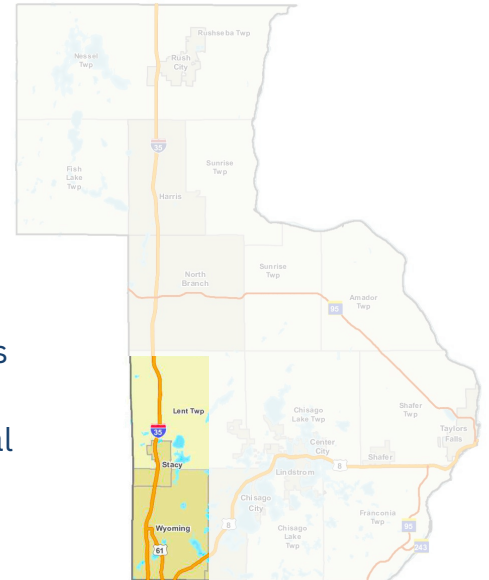
North Region - North Branch, Harris, Rush City

The Northern end of the county, home to 22,702 residents, includes North Branch, Harris, and Rush City. There are two school districts in this area. This region is home to Rush Lake, the largest lake in Chisago County measuring 2,823 acres. This space provides great fishing opportunities in the community. There is fun to have all year round in Rush City, with that also being the location of the County fair. However, the further north you go the more limited health resources become and the more rural the community is. Rush City is often looked at as being a food and healthcare desert. There are no grocery stores and limited healthcare resources. The small northern communities make the most of their resources through seasonal farmer's markets and the rapidly growing North Circle farms community.



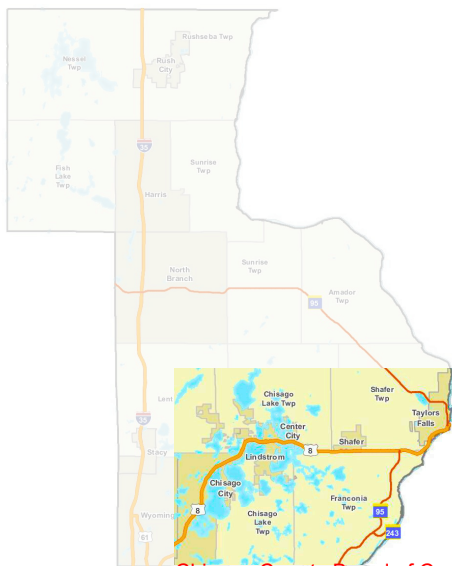
South Region - Wyoming and Stacy

The southern end of the County, home to 19,169 residents, is Wyoming and Stacy. This area of the County borders the Twin Cities Metro Area. Interstate 35, and Highway 8 are the travel arteries that residents utilize to commute to work to the metro area. Portions of Wyoming and its school district are in Washington County. Wyoming is known for its popular fall attractions, Pinehaven Farm and Dead End Hayride. Wyoming is also home to the M Health Fairview Lakes Medical Center which is the largest and only hospital for medical care within the County.



Lakes Region - Chisago City, Lindstrom, Center City, Shafer, Taylors Falls

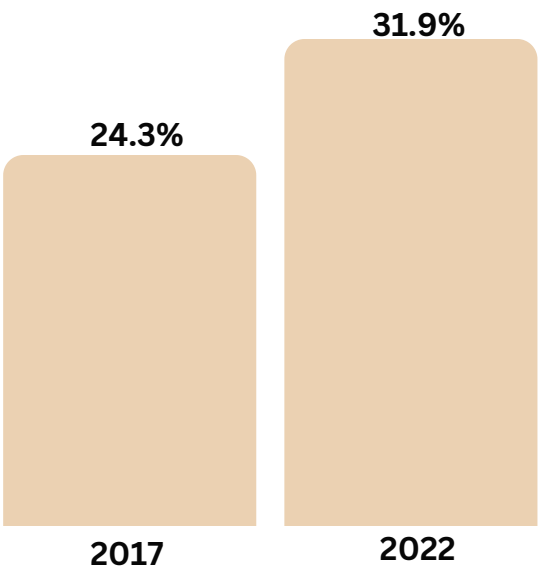
Chisago City, Lindstrom, Center City, Shafer, and Taylors Falls are in the Southeast region of the county known as the Lakes area and are home to 20,046 residents. These cities make up the Chisago Lakes Schools District. This area is known for its exceptional opportunity for outdoor recreation during all times of the year. Fishing is a popular activity in this region with numerous lakes to choose from. Wild Mountain in Taylor's Falls offers snowboarding, skiing, and tubing in the winter. Also in Taylor's Falls, Interstate State Park provides hiking trails, scenic views of the St. Croix River, rock climbing, and more. Residents also gather at orchards and wineries like Shafer's Pleasant Valley Orchard for activities, pumpkin, strawberry, and apple picking, or Chisago's Wine Haven Winery. Additionally, the Lakes areas houses the St. Croix Health Lindstrom Clinic and the M Health Fairview Chisago City Clinic.





The Mental Health of our community includes the emotional, psychological, and social well-being that impacts how we think, feel and act. Ultimately influencing how we make healthy choices.

Chisago County Residents with Any Mental Health Condition



Mental Health Care

- Since 2017...
 - 41% increase in residents seeking mental health care
 - Increased rates of mental health conditions were associated with a 45% increase in residents *delaying* mental health care
- Residents aged 18-44 were most likely to seek out mental health care
 - 25% report a mental health visit within the last year
- Chisago County has lower access to mental health care than the state of Minnesota
 - Chisago County averages 1 provider per 620 residents
 - Minnesota averages 1 provider per 300 residents

Mental health conditions have increased in the community since 2017 from a quarter of residents to a third of residents experiencing any mental health condition.



Specifically, 26% of residents report having depression



25% of residents report worse mental health following the COVID-19 pandemic

YOUTH MENTAL HEALTH

Gender Disparity

- Girls report higher levels of mental health problems and suicidal ideation than boys (MSS, 2022)
 - **50%** of eighth-grade girls report having a long-term mental health, behavioral, or emotional problem
- **26%** of eighth-grade boys report having a long-term mental health, behavioral, or emotional problem
 - Suicidal ideation in ninth-grade girls is over **double** that of their male peers

Suicidal ideation reported by ninth graders in past year

	Girls	Boys
Chisago County	19%	6%
Minnesota	20%	8% 29

(MSS, 2022)



Adverse Childhood Experiences (ACEs) are, “stressful events in a child’s life that occur before they turn 18 that can potentially impact their health and well-being” (MDH, 2024).

Types of Adverse Childhood Experiences

Neglect

Physical
Emotional

Abuse

Physical
Emotional
Sexual

Household Dysfunction

Mental Illness
Incarcerated Relative
Divorce
Substance Abuse
Interpersonal Violence

Top 3 ACE’s among Chisago county residents

- 1 Alcohol abuse in household
- 2 Mental illness in household
- 3 Divorced parents

Survey responses indicate that...

- 10% of residents had at least one instance of **physical abuse** in childhood
- 24% of residents were children of **divorced parents**
- 33% of residents had at least one instance of **verbal assault** in childhood

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Preventing ACEs can:



Lower risk for conditions like depression, asthma, cancer, and diabetes

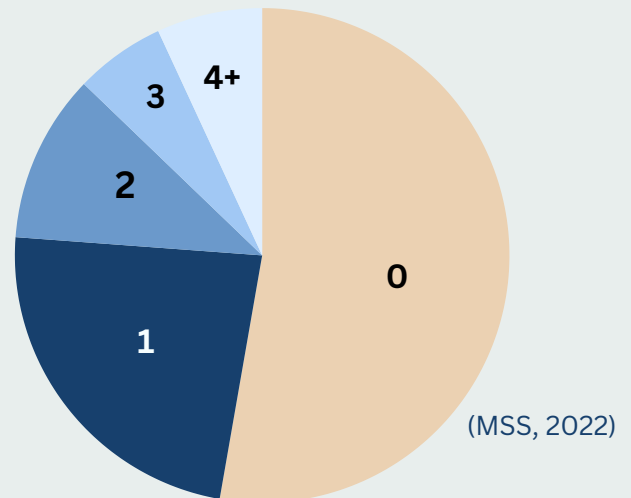


Reduce risky behaviors (i.e. smoking and heavy drinking)



Improve education and employment

Number of ACEs reported by students in all Minnesota districts



State ACE patterns are consistent with Chisago County

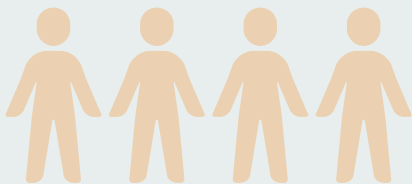
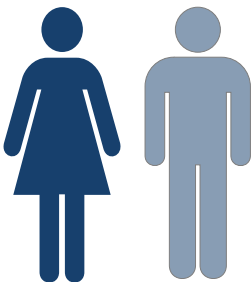
30



A network of family, friends, and community supports that are available in times of need.

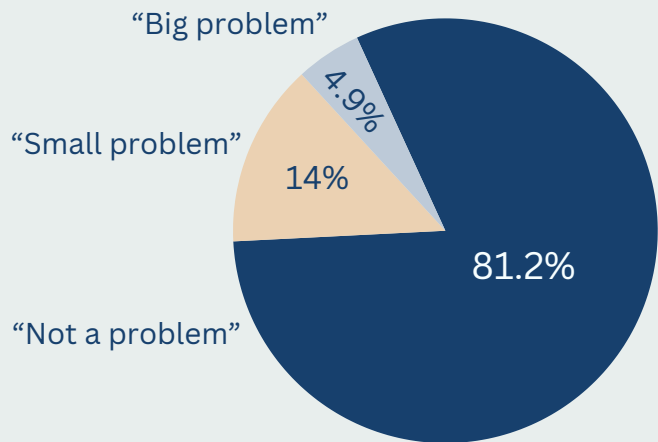
In addition to supporting positive mental health, a supportive network can be important when helping others in times of need. People may lean on their support network when facing financial struggles, childcare challenges, health problems, transportation challenges, major life events, natural disasters, and more.

More women reported feeling lonely and/or isolated than men



1 in 5 residents feel lonely or isolated from those around them

Perceived lack of support from family or friends in Chisago County



Caregivers want more support from:

- 1 Outside organizations
- 2 Family
- 3 Financial Assistance

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YOUTH SUPPORT

Family Supports

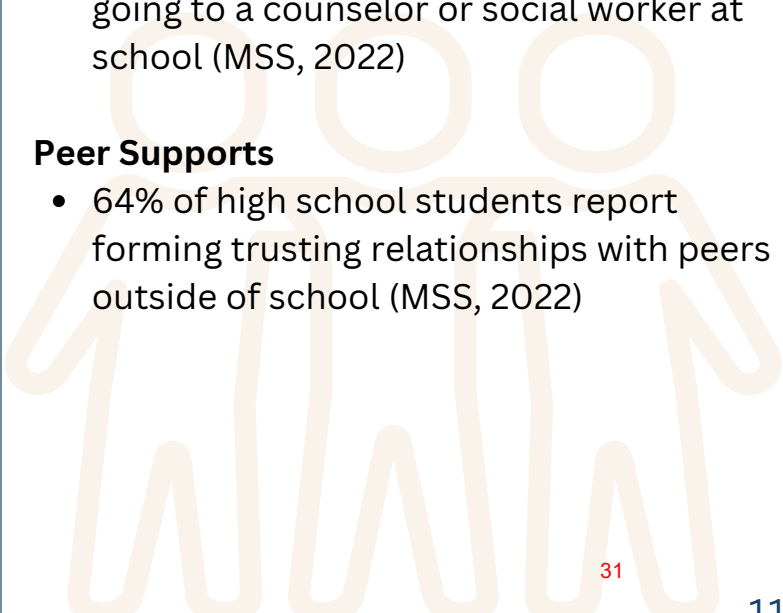
- About 79% of high school students feel comfortable talking to a parent or guardian when having problems

School Supports

- 40% of eighth graders feel comfortable going to a counselor or social worker at school (MSS, 2022)

Peer Supports

- 64% of high school students report forming trusting relationships with peers outside of school (MSS, 2022)



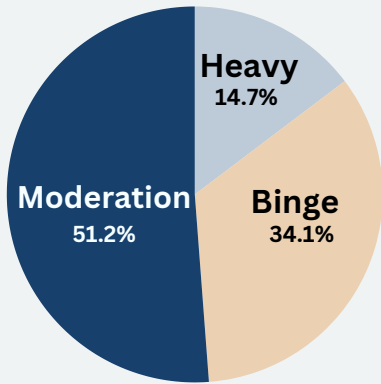


Use of illegal substances and misuse use of legal substances across all ages and stages of life. This includes, but is not limited to nicotine & tobacco products, alcohol, cannabis, and opioids, etc.

Alcohol

- Binge drinking increased by 27% from 2017 to 2022
 - Binge Drinking**
 - 4 Drinks/2 Hours
 - 5 Drinks/2 Hours
 - Heavy Drinking** = Binge drinking 5+ times per month

Alcohol consumption habits for Chisago County residents who drink alcohol



- Heavy and binge drinking is highest for those who...
 - Are low income
 - Are overweight
 - Have depression and/or anxiety.

Drug Overdoses

- Nonfatal drug overdoses decreased by 17% since the previous year
- Chisago County averages fewer overdose deaths than Minnesota
 - Chisago County: 9 overdose deaths per 100,000 residents
 - Minnesota: 15 overdose deaths per 100,000 resident

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The county experienced an increase in alcohol consumption from 2017 to 2022.



Drug overdoses decreased from 2017 to 2022



Substance use among youth populations continues to be an area of concern

YOUTH SUBSTANCE MISUSE

Prescription Medication

- Misuse of prescription pain medication has increased by 6x for 8th graders and 2x for 9th graders since 2019
- 16% of high schoolers perceive there to be “no risk” in using prescription medication not prescribed to them (MSS, 2022)



Alcohol

- The most common place teenagers report getting alcohol is from friends
- 14.5% of eleventh graders report drinking alcohol in the past month
- 19% of high schoolers perceive there to be “no risk” in having 5+ alcoholic drinks once or twice a week (MSS, 2022)

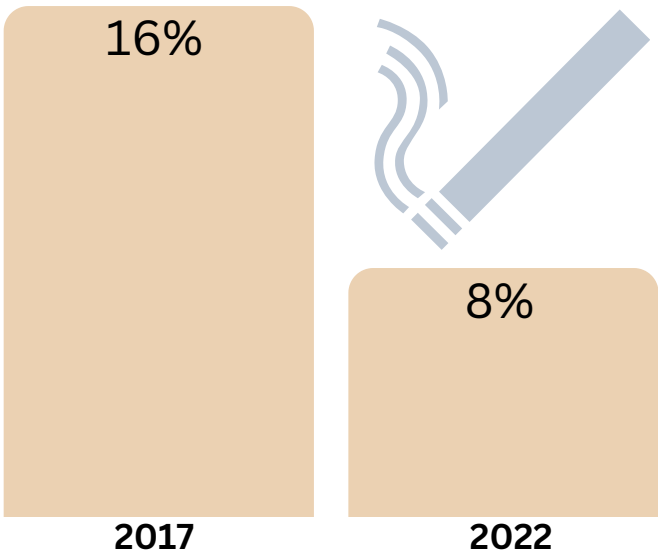




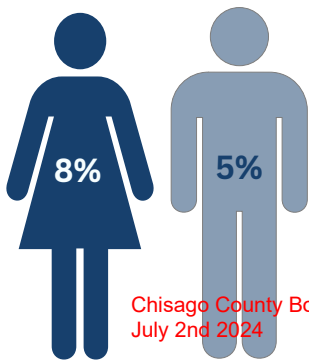
The use of commercial tobacco products such as cigarettes, cigars, chewing tobacco, electronic cigarettes, etc.

Cigarette smoking has decreased over the years while vaping and smokeless tobacco use has remained stable. Youth tobacco use continues to be an area of concern.

The percentage of residents that smoke cigarettes has been cut in half over the last five years



8% of females and 5% of males **vape**

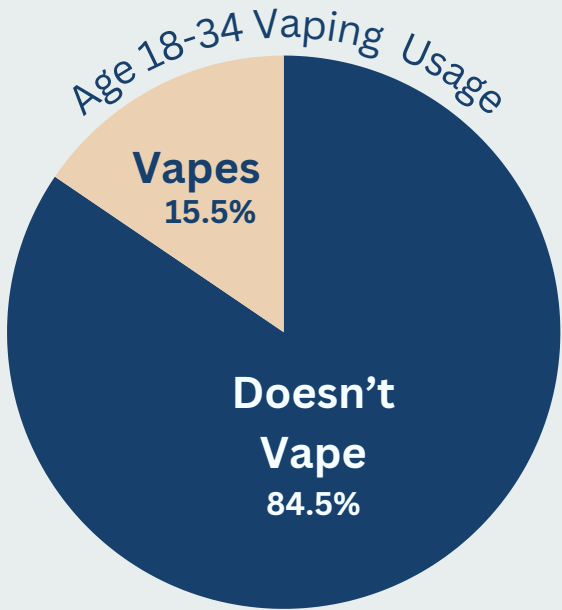


6% of females and 9% of males **smoke**



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Residents aged 18-34 have the highest e-cigarette usage



YOUTH TOBACCO FACTS



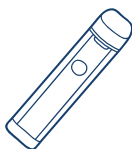
E-cigarette aerosol can increase breathing problems



Nicotine can impact brain development in those under 25



Fruit flavored e-cigarettes are most common among teenagers
Flavors make it easier for youth to start using tobacco

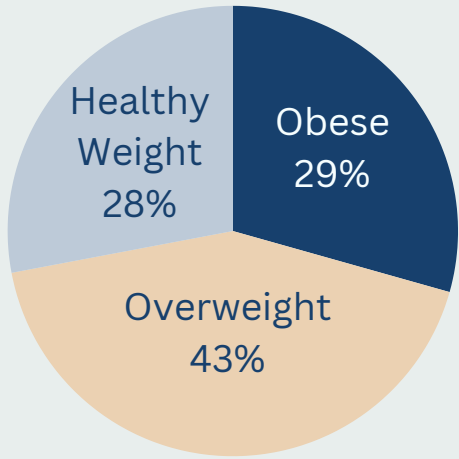


1 in 10 11th grade girls vapes daily (Minnesota Student Survey, 2022)



Unhealthy weight is characterized by a body mass index indicating overweight or obese. This can be caused by an unhealthy diet, lack of physical activity, stress, lack of sleep, and genetics.

Weights of Chisago County Residents



Obesity rates have doubled in Minnesota since 1995

*In Chisago County alone, obesity rates have increased by **73%** in the past five years*

Comorbidities with Obesity

Chisago County residents with obesity show higher rates of the following conditions compared to those at a healthy weight.



Mental Health Conditions

46% of obese residents and 22% of overweight residents have any mental health condition.



Arthritis

28% of obese residents have arthritis compared to 22% of all residents



Diabetes

22% of obese residents have diabetes compared to 2% of healthy-weight residents

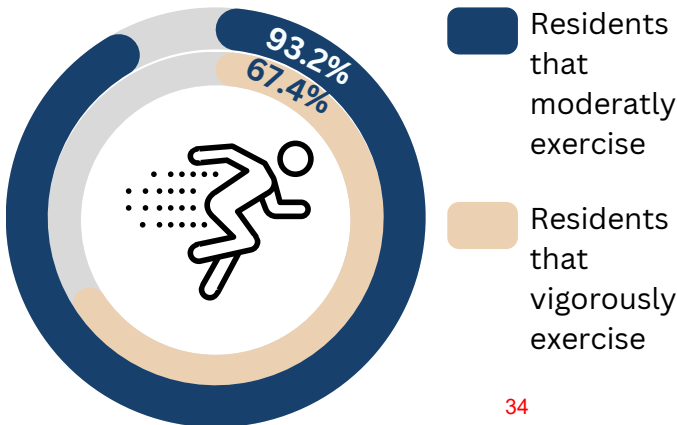


High Blood Pressure and Cholesterol

30% of residents have high blood pressure and 31% of residents have high cholesterol

Physical Activity

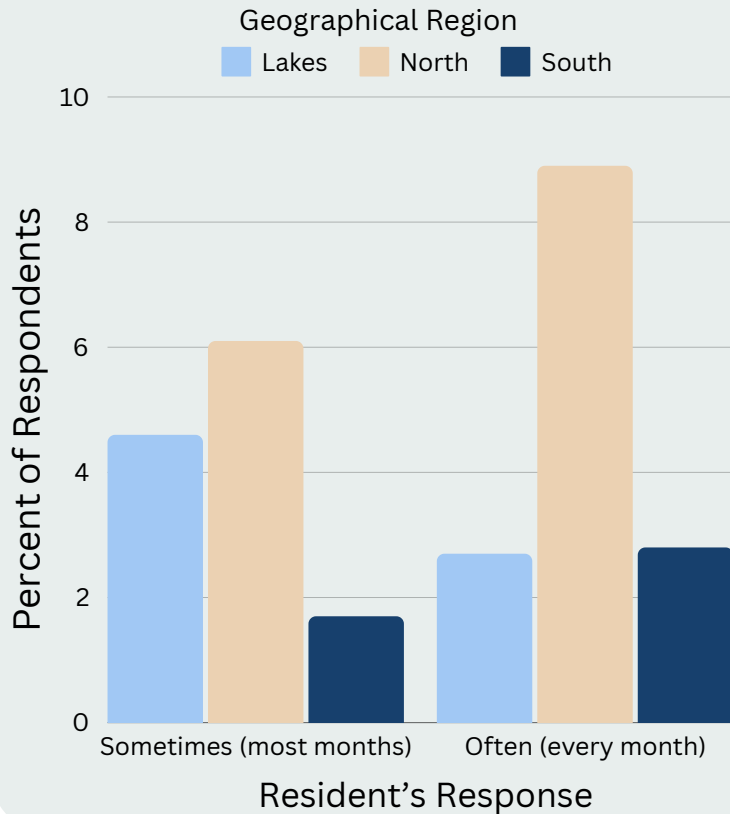
- A sedentary lifestyle is a risk factor for being overweight and obese
 - 7% of residents report not exercising during a given week
- Barriers to exercise
 - 1 38% want more **self-discipline, education, and willpower**
 - 2 23% wish they had **more time** to exercise
 - 3 23% want more **social support** and/or an **exercise buddy**
 - 4 22% want more **affordable** fitness programs and gym memberships





Barriers in accessing healthy and affordable food retailers, which may negatively affect diet and food security (USDA).

“How often did you worry that your food would run out before you had money to buy more?”



The highest expense in many family's budget is food



Cost is the #1 barrier to adequate food in the home



17% of residents with anxiety or depression worry about running out of food



In 2022, inflation for the cost of groceries was 10.8%

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Food insecurity is highest in the North Region

Residents are eating less fruits and vegetables

Rising grocery costs make it harder to afford food

Where are residents getting their food?



Grocery Store
99%



Farmer's Market
52%



Fast Food
76%



Restaurant
82%

Nutrition

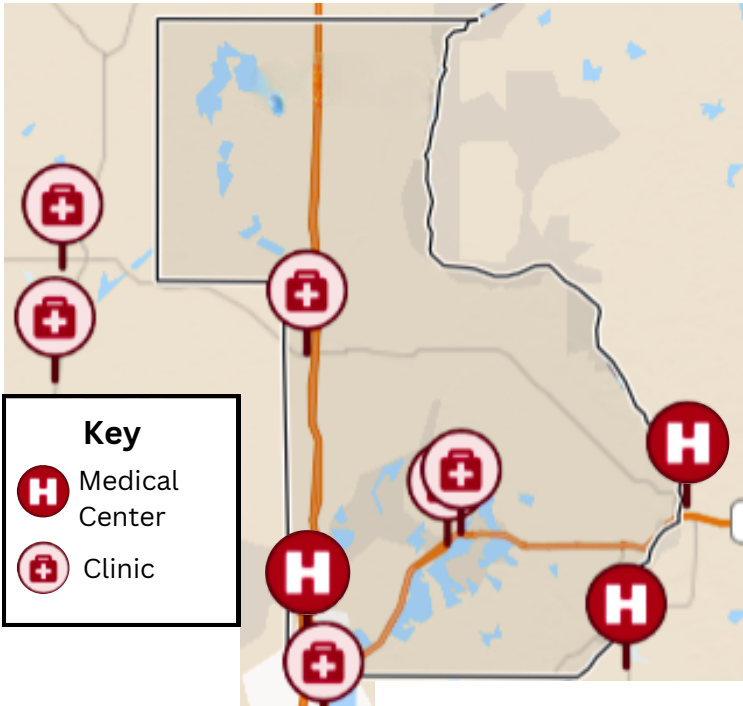
- The county experienced a 20% decline in meeting recommended fruit and veggie servings since 2017
 - Vegetable consumption changed since 2017
 - Lakes: 11% increase
 - North: 9% decrease
 - South: 3% increase
 - Fruit consumption decreased by 18% since 2017
 - Lakes: 11% decrease
 - North: 24% decrease
 - South: 21% decrease



Timely use of personal health services to achieve the best possible health outcomes (Institute of medicine).

Many residents delayed care due to access barriers such as not being able to get an appointment, transportation barriers, or being unsure of where to go or who to call.

Chisago County Clinics and Providers
Clinics are located in Chisago City, Lindstrom, North Branch, Wyoming, and cities neighboring the county. M Health Fairview Urgent Care is located in North Branch and M Health Fairview Lakes Medical Center is located in Wyoming.

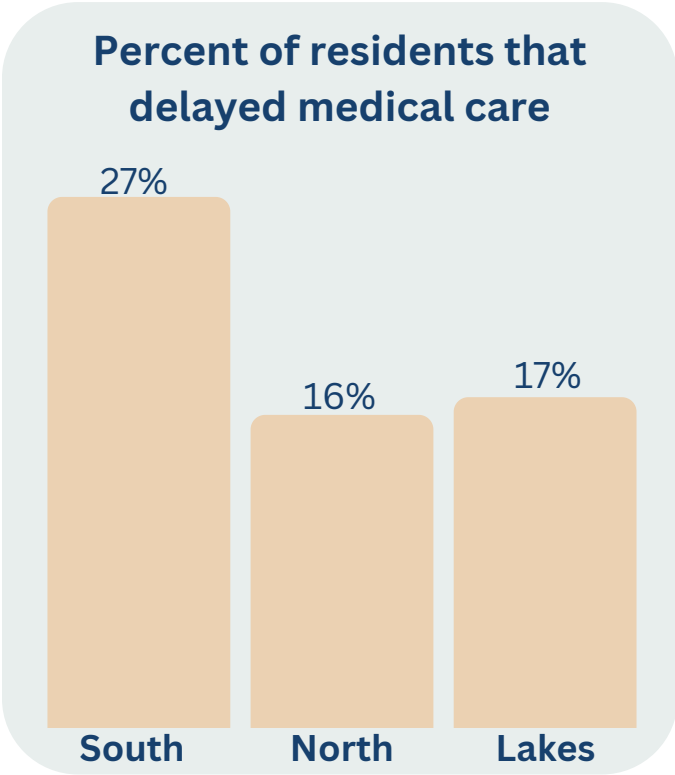


Ratio of Providers to Residents		
	Chisago County	Minnesota
Primary Care	1:2050 (County Health Rankings, 2021)	1:1130
Dental Care	1:2320 (County Health Rankings, 2022)	1:1290

Chisago County has a lower ratio of providers to residents than Minnesota averages

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- Delay of Care**
In the past year...
- 57% of residents had a routine checkup
 - 77% of residents had a dental exam



- Groups reporting most likely to delay medical care
- Living in the south region (Wyoming and Stacy)
 - Uninsured
 - Unable to work due to disability
 - Homemaker/Student/Unemployed
 - Those living with 4+ adults in the home

- Top Reasons for delaying care
1. Not serious enough
 2. Deductible too expensive
 3. Could not get an appointment
 4. Costs too much



Transportation is how our community members get from place to place. Transportation allows us to access food, health care, and to connect with family, friends, and our communities.

Chisago County residents tend to opt for driving vehicles to get around over walking, biking, or using public transportation.



94% of Chisago County residents use their own vehicles to get around



Over half of residents commute more than 30 minutes alone



2/3 of seniors aged 55+ rated accessible transportation as a top necessity for our community to be a great place to live (2022 AgeWell Survey)



5% of residents rely on family or friends for transportation

Similar to 6% of Americans lacking access to reliable transportation (2022 National Health Interview Survey)

Reliable transportation gives access to



Healthcare
Appointments



Healthy Food



Education



Employment

Walking and Biking

- 2 in 5 residents are concerned about walking and biking safety
- More residents in the North region report not having access to bike paths and walking trails in their community compared to residents in the Lakes and South regions.

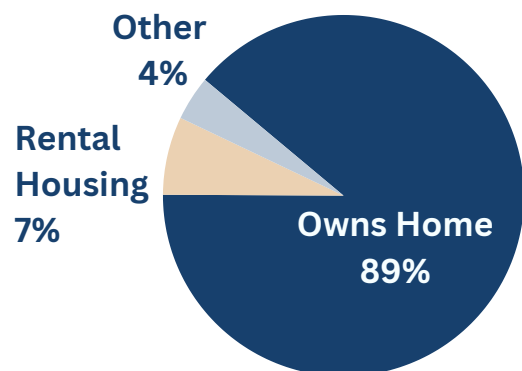
Public Transportation

Arrowhead Transit serves Chisago County and provides these bus routes:

- North Branch to Cambridge
- North Branch to Lindstrom
- North Branch to Pine City
- Around the South and Lakes region of the county
- Dial-A-Ride for North Branch residents



Access to safe and affordable places to live for individuals and families in the community.



The county has high homeownership compared to the state



Almost a quarter of households with a mortgage and half of rental households are cost-burdened



Affordable housing can promote healthy families in our community

Home Ownership and Rental

- Chisago County has higher homeownership rates than Minnesota
 - Chisago County: 89%
 - Minnesota: 72%
- Property value of occupied homes
 - Chisago County: \$299,800
 - Minnesota: \$286,800

Cost Burden

- Definition: Households paying more than 30% of their income towards housing
 - 22% of households with a mortgage are cost-burdened
 - 53% of rental households are cost-burdened
- Residents consider utilities to be the #1 concerning bill to pay

Homelessness

- The 25-54 age group makes up the largest portion of the homeless population in Central Minnesota
- 2/3 of homeless individuals in Central Minnesota are in shelters

Affordable, well-maintained housing and residential stability can...



Free up money for nutritious food and health expenses



Reduce stress and improve mental health



Reduce health problems related to poor-quality housing



Increase access to health promoting amenities



Allow older adults to remain in their homes



Reduce crowding and infectious disease

Sources for CHA information and community partner reports can be found below:

[St. Croix Health Community Health Needs Assessment, 2022](#)

[Fairview Community Health Needs Assessment, 2023](#)

[Minnesota Student Survey, 2022](#)

[Age Well Survey, 2022](#)

[Chisago County Health Rankings](#)

[Minnesota Homeless Study, 2023](#)

[US Census, 2023](#)

Check out some of Chisago County's community resources related to the CHA topic areas:

[Chisago County Community Resource Directory](#)

[Wellness Resource Directory](#)

[Mental Health Resources](#)

[Food Resource Guide](#)

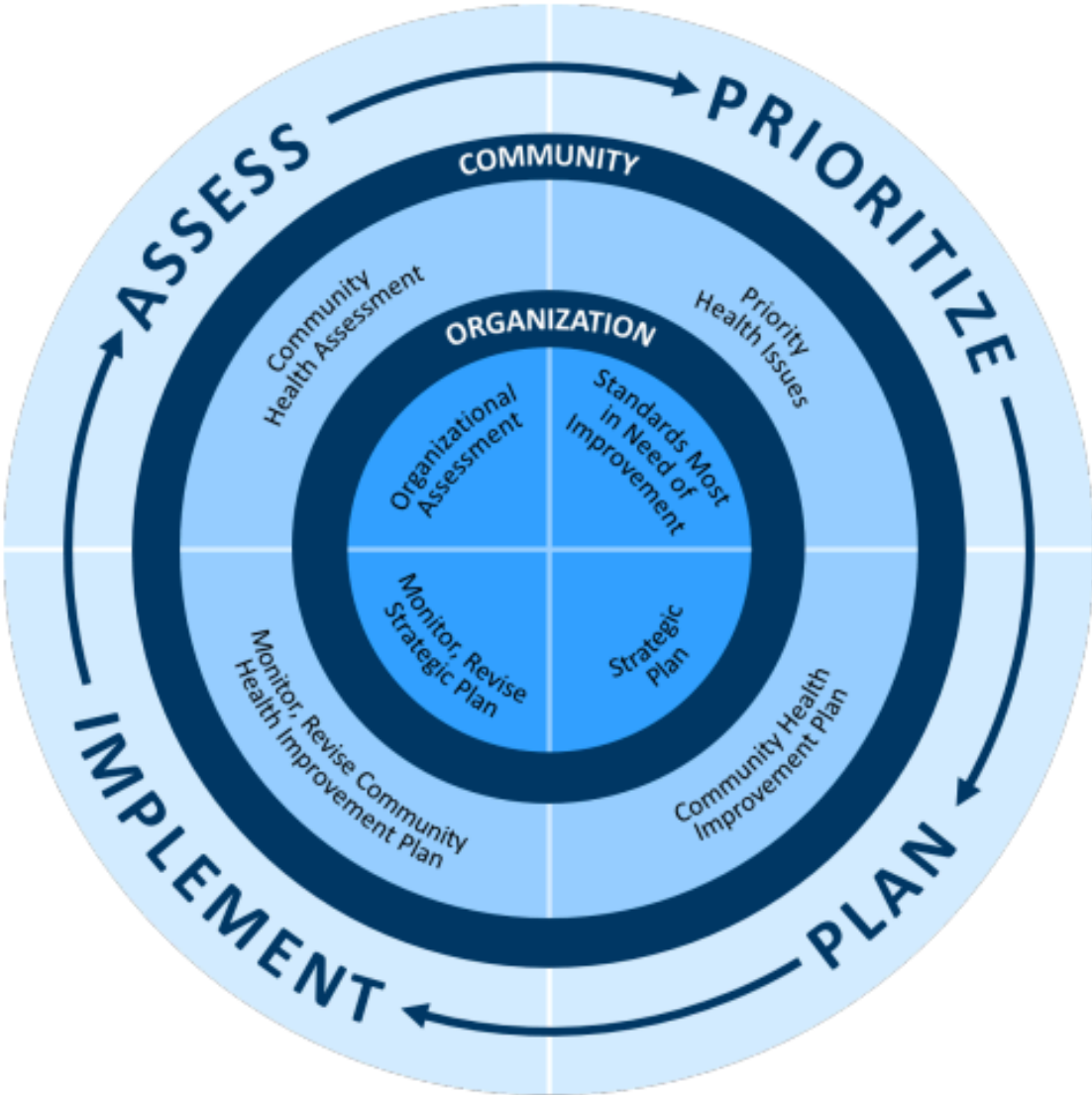
[Medical Providers](#)

[Dental Providers](#)

[Transportation Resources](#)

PLANNING AND ASSESSMENT PROCESS OVERVIEW

The Community Health Assessment is the first step of the planning and assessment process. The MAPP committee then uses findings from the Community Health Assessment to identify four priority health areas for the Community Health Improvement Plan (CHIP) to focus on. The priority areas decided on were mental health, substance misuse, access to care, and healthy food access. The MAPP committee will meet regularly to make an action plan and monitor progress. These plans are meant to improve health outcomes for Chisago County residents. The implemented plans are regularly monitored and revised as necessary to adapt to changing health needs of the community.



The National Public Health Accreditation Board (PHAB) standards require local public health agencies to participate in or lead a collaborative process that engages community to produce a CHA and a CHIP. MN Statute 145A also requires local public health agencies in Minnesota to update and revise such a plan at least every five years.



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 2, 2024**

TAB # 2

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
7/5/2024	\$175,387.28	7/3/2024	Commissioners Warrants
6/21/2024	\$213,565.39		Auditor Warrants
	\$388,952.67	Total	

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

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



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

Page 1

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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

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



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

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
2	10292 AMAZON CAPITAL SERVICES 05-430-700-0000-6401		113.16	SUPPLIES 06/17/2024 06/17/2024	1RXX-7FH4-TXQW	General Supplies	N
1	05-430-700-0000-6401		79.44	SUPPLIES 06/11/2024 06/11/2024	1XC6-3QJL-DKQP	General Supplies	N
	10292 AMAZON CAPITAL SERVICES		192.60	2 Transactions			
3	3669 AMERICAN SCHOOL FOR THE DEAF 05-420-650-0000-6004		224.74	 05/11/2024 05/11/2024	28841	Ma Access Services	N
	3669 AMERICAN SCHOOL FOR THE DEAF		224.74	1 Transactions			
4	2615 ASL INTERPRETER SERVICES INC 05-420-650-0000-6004		208.00	 05/21/2024 05/21/2024	24.07203	Ma Access Services	N
	2615 ASL INTERPRETER SERVICES INC		208.00	1 Transactions			
5	10071 ASSOCIATION OF MN COUNTIES 05-420-600-0130-6335		13.20	MACSSA SPRING CONFERENCE 04/24/2024 04/24/2024	77624	Ss Director Travel	N
5	05-430-700-0130-6335		19.80	MACSSA SPRING CONFERENCE 04/24/2024 04/24/2024	77624	Ss Director Travel	N
	10071 ASSOCIATION OF MN COUNTIES		33.00	2 Transactions			
6	3612 BENSON/ROBERT 05-420-600-0133-6335		41.55	TRAVEL EXPENSE-MILEAGE 04/30/2024 06/12/2024		Director Travel	N
6	05-430-700-0133-6335		67.03	TRAVEL EXPENSE-MILEAGE 04/30/2024 06/12/2024		Director Travel	N
6	05-451-430-0000-6335		25.47	TRAVEL EXPENSE-MILEAGE 04/30/2024 06/12/2024		Worker Travel	N
	3612 BENSON/ROBERT		134.05	3 Transactions			
7	627 BEUKE/MICHELLE L 05-430-700-0129-6335		178.22	TRAVEL EXPENSE-MILEAGE 05/01/2024 05/02/2024		Cd & Lic Travel	N
	627 BEUKE/MICHELLE L		178.22	1 Transactions			
8	1198 BOOKER/KIMBERLY 05-430-700-0128-6335		223.04	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N

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

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
9	05-430-700-0128-6335		23.45	05/09/2024 06/21/2024 TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
	1198 BOOKER/KIMBERLY		246.49	06/24/2024 06/24/2024 2 Transactions			
10	20053 BREEZY POINT RESORT 05-430-700-0128-6240		810.00	TRAVEL EXPENSE-LODGING 09/08/2024 09/11/2024	JOHNSON.CHRISTI	Child Prot Staff Trng	N
11	05-430-700-0127-6240		810.00	TRAVEL EXPENSE-LODGING 09/08/2024 09/11/2024	KEMEN.ANGIE	Mh Training	N
	20053 BREEZY POINT RESORT		1,620.00	2 Transactions			
14	9280 Bright Star Consulting LLC 05-451-440-0000-6837		3,000.00	CONTRACTED COMMUNITY HEALTH 06/10/2024 06/23/2024		Federal Vaccine Grant Exp 04/21-12/21	Y
	9280 Bright Star Consulting LLC		3,000.00	1 Transactions			
12	3649 BROWN/BRYAN T 05-121-000-0000-6245		478.09	TRAVEL EXPENSE-LODGING 05/12/2024 05/16/2024		Conferences, Training And Dues	N
13	05-121-000-0000-6850		615.76	TRAVEL EXPENSE-LODGING 05/12/2024 05/16/2024		Op Enhancement Grant Expense	N
	3649 BROWN/BRYAN T		1,093.85	2 Transactions			
15	1263 CHRISTENSON/BRANDIE 05-451-470-0000-6335		44.52	TRAVEL EXPENSE-MILEAGE 04/01/2024 04/30/2024		Worker Travel	N
16	05-451-470-0000-6844		187.15	TRAVEL EXPENSE-MILEAGE 04/01/2024 04/30/2024		MECSH Grant Exp	N
	1263 CHRISTENSON/BRANDIE		231.67	2 Transactions			
18	30177 CINTAS CORPORATION 05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 06/03/2024 06/03/2024	4194532247	General Administration	N
18	05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 06/03/2024 06/03/2024	4194532247	General Administration	N
18	05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 06/03/2024 06/03/2024	4194532247	Other Expense	N
17	05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 06/10/2024 06/10/2024	4195338313	General Administration	N

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
17	05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 06/10/2024 06/10/2024	4195338313	General Administration	N
17	05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 06/10/2024 06/10/2024	4195338313	Other Expense	N
19	05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 06/17/2024 06/17/2024	4196051738	General Administration	N
19	05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 06/17/2024 06/17/2024	4196051738	General Administration	N
19	05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 06/17/2024 06/17/2024	4196051738	Other Expense	N
30177	CINTAS CORPORATION		108.63	9 Transactions			
8302	COX/BREANNA						
20	05-430-700-0128-6335		449.91	TRAVEL EXPENSE-MILEAGE 06/13/2024 06/21/2024		Child Prot Staff Travel	N
8302	COX/BREANNA		449.91	1 Transactions			
5160	DHS MAPS						
21	05-420-640-0000-6298		545.46	05/2024 FEDERAL OFFSET FEES 05/01/2024 05/31/2024	A300C416013	Fed Tax Offset	N
22	05-430-720-3140-6051		2,136.00	BSFE CO MATCH 05/01/2024 05/31/2024	A300MC13256I	Pos Other Child Care	N
24	05-420-650-0000-5368		2,537.46-	MA RECOVERIES & NON FED SHARE 04/01/2024 04/30/2024	A300MM2A13I	Recovery Incentive	N
23	05-420-650-0000-5830		11,187.35	MA RECOVERIES & NON FED SHARE 04/01/2024 04/30/2024	A300MM2A13I	Ma Recoveries	N
27	05-430-750-3660-6051		539.20	MA RECOVERIES & NON FED SHARE 04/01/2024 04/30/2024	A300MM2A13I	Pos/DT&H	N
26	05-430-750-3660-6094		6,710.12	MA RECOVERIES & NON FED SHARE 04/01/2024 04/30/2024	A300MM2A13I	Dd Waiver/ICF - DT&H	N
25	05-430-760-3930-6051		155.84	MA RECOVERIES & NON FED SHARE 04/01/2024 04/30/2024	A300MM2A13I	General Case Mgmt	N
29	05-420-650-0000-5368		32,510.59-	MA RECOVERIES & NON FED SHARE 05/01/2024 05/31/2024	A300MM2B13I	Recovery Incentive	N
28	05-420-650-0000-5830		135,143.66	MA RECOVERIES & NON FED SHARE 05/01/2024 05/31/2024	A300MM2B13I	Ma Recoveries	N
32	05-430-750-3660-6051		451.91	MA RECOVERIES & NON FED SHARE 05/01/2024 05/31/2024	A300MM2B13I	Pos/DT&H	N
31	05-430-750-3660-6094		1,948.78	MA RECOVERIES & NON FED SHARE	A300MM2B13I	Dd Waiver/ICF - DT&H	N

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

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
30	05-430-760-3930-6051		177.38	05/01/2024 05/31/2024 MA RECOVERIES & NON FED SHARE	A300MM2B13I	General Case Mgmt	N
	5160 DHS MAPS		123,947.65	05/01/2024 05/31/2024 12 Transactions			
33	1926 DNA DIAGNOSIS CENTER 05-420-640-0000-6264		60.00	05/23/2024 05/23/2024 GENETIC TESTING	3553056-1	Paternity Costs	Y
	1926 DNA DIAGNOSIS CENTER		60.00	1 Transactions			
34	8508 ELLIOTT/JENNIFER 05-430-700-0127-6335		103.18	05/03/2024 06/13/2024 TRAVEL EXPENSE-MILEAGE		Mh Travel	N
	8508 ELLIOTT/JENNIFER		103.18	1 Transactions			
35	5124 FLORIN/MARK 05-420-600-0132-6335		33.85	06/10/2024 06/10/2024 TRAVEL EXPENSE-MILEAGE		Accounting Travel	N
35	05-430-700-0132-6335		54.61	06/10/2024 06/10/2024 TRAVEL EXPENSE-MILEAGE		Accounting Travel	N
35	05-451-430-0000-6335		20.75	06/10/2024 06/10/2024 TRAVEL EXPENSE-MILEAGE		Worker Travel	N
	5124 FLORIN/MARK		109.21	3 Transactions			
65	05-451-440-0000-6800		1,706.25	06/10/2024 06/23/2024 CONTRACTED COMMUNITY HEALTH		Misc Expense	Y
37	05-451-440-0000-6837		1,293.75	06/10/2024 06/23/2024 CONTRACTED COMMUNITY HEALTH		Federal Vaccine Grant Exp 04/21-12/21	Y
			3,000.00	2 Transactions			
38	9139 Heckel/Sara 05-430-700-0134-6335		39.95	05/16/2024 06/12/2024 TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
39	05-430-700-0137-6335		93.22	05/16/2024 06/12/2024 TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
	9139 Heckel/Sara		133.17	2 Transactions			
41	90061 INNOVATIVE OFFICE SOLUTIONS LLC 05-451-430-0000-6401		33.34	SUPPLIES	4566604	General Supplies	N

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
40	05-420-600-0000-6401		42.87	06/18/2024 06/18/2024 SUPPLIES	4566626	General Supplies	N
40	05-430-700-0000-6401		88.27	06/18/2024 06/18/2024 SUPPLIES	4566626	General Supplies	N
40	05-451-430-0000-6401		121.05	06/18/2024 06/18/2024 SUPPLIES	4566626	General Supplies	N
90061	INNOVATIVE OFFICE SOLUTIONS LLC		285.53	06/18/2024 06/18/2024 4 Transactions			
42	2299 KAZEKS/JENNIFER 05-430-700-0128-6335		155.44	TRAVEL EXPENSE-MILEAGE 06/06/2024 06/12/2024 1 Transactions		Child Prot Staff Travel	N
43	4249 KEMEN/ANGIE 05-430-700-0127-6335		48.20	TRAVEL EXPENSE-MILEAGE 04/22/2024 06/11/2024 1 Transactions		Mh Travel	N
44	4155 KNUTSON/ALICIA 05-430-700-0127-6335		517.95	TRAVEL EXPENSE-MILEAGE 04/23/2024 06/14/2024 1 Transactions		Mh Travel	N
45	10007 LEXISNEXIS RISK SOLUTIONS 05-420-600-0000-6241		60.00	MONTHLY LEXIS/NEXIS-ACCURINT 05/01/2024 05/31/2024	1223200	General Administration	N
45	05-430-700-0000-6241		90.00	MONTHLY LEXIS/NEXIS-ACCURINT 05/01/2024 05/31/2024 2 Transactions	1223200	General Administration	N
10007	LEXISNEXIS RISK SOLUTIONS		150.00				
46	7019 MCHHSA 05-420-600-0132-6240		31.00	MCHHSA CONFERENCE REGISTRATION 06/12/2024 06/12/2024	FLORIN.MARK	Accounting Training	N
46	05-430-700-0132-6240		50.00	MCHHSA CONFERENCE REGISTRATION 06/12/2024 06/12/2024	FLORIN.MARK	Accounting Training	N
46	05-451-430-0000-6245		19.00	MCHHSA CONFERENCE REGISTRATION 06/12/2024 06/12/2024 3 Transactions	FLORIN.MARK	Conferences, Training And Dues	N
7019	MCHHSA		100.00				

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

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
47	5070 METRO LEGAL SERVICES INC 05-420-640-0000-6269		240.00	[REDACTED] 06/03/2024 06/03/2024 1 Transactions	3505214	Proff Process Servers	Y
	5070 METRO LEGAL SERVICES INC		240.00				
48	5189 MN DEPT OF HEALTH VITAL STATISTICS 05-420-640-0000-6264		40.00	[REDACTED] 05/28/2024 05/28/2024 1 Transactions	2976063	Paternity Costs	N
	5189 MN DEPT OF HEALTH VITAL STATISTICS		40.00				
50	5128 MN SUPERVISORS CONFERENCE ASSO 05-430-700-0128-6240		90.00	CONFERENCE REGISTRATION 09/08/2024 09/11/2024	JOHNSON.CHRISTI	Child Prot Staff Trng	N
49	05-430-700-0127-6240		90.00	CONFERENCE REGISTRATION 09/08/2024 09/11/2024 2 Transactions	KEMEN.ANGIE	Mh Training	N
	5128 MN SUPERVISORS CONFERENCE ASSO		180.00				
51	9391 Next Chapter Technology Inc 05-420-640-0000-6402		35,728.00	SOFTWARE LICENSING SUBSCRIPTIO 06/12/2024 06/12/2024 1 Transactions	220-INV0388	Computer Software	N
	9391 Next Chapter Technology Inc		35,728.00				
52	6059 PALMER/RYAN 05-420-600-0121-6335		243.02	TRAVEL EXPENSE-MILEAGE 05/10/2024 06/14/2024 1 Transactions		Financial Travel	N
	6059 PALMER/RYAN		243.02				
53	9393 PETERSON/AMY 05-430-700-0137-6335		181.73	TRAVEL EXPENSE-MILEAGE 04/29/2024 06/07/2024 1 Transactions		Adult Services Travel	N
	9393 PETERSON/AMY		181.73				
54	16120 PITNEY BOWES GLOBAL FINANCIAL SERV 05-420-600-0000-6401		154.67	POSTAGE METER LEASE 05/01/2024 07/30/2024	3106704564	General Supplies	N
54	05-430-700-0000-6401		318.42	POSTAGE METER LEASE 05/01/2024 07/30/2024	3106704564	General Supplies	N
54	05-451-430-0000-6401		436.69	POSTAGE METER LEASE 05/01/2024 07/30/2024	3106704564	General Supplies	N

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



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

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	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099	
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name		
	16120	PITNEY BOWES GLOBAL FINANCIAL SERV		909.78	3 Transactions				
55	6838	RAMSEY COUNTY SHERIFF							
		05-420-640-0000-6267		90.00		202405033	Other Co Sheriff Sop	N	
					04/25/2024	04/25/2024			
56		05-420-640-0000-6267		90.00		202405819	Other Co Sheriff Sop	N	
					05/06/2024	05/06/2024			
	6838	RAMSEY COUNTY SHERIFF		180.00	2 Transactions				
57	7907	SCHMIDT/JENNY L							
		05-451-470-0000-6335		124.25	TRAVEL EXPENSE-MILEAGE		Worker Travel	N	
					04/17/2024	06/12/2024			
	7907	SCHMIDT/JENNY L		124.25	1 Transactions				
58	9296	Schroeder/Vicki							
		05-430-700-0127-6335		87.64	TRAVEL EXPENSE-MILEAGE		Mh Travel	N	
					04/29/2024	06/13/2024			
	9296	Schroeder/Vicki		87.64	1 Transactions				
36	9119	Snell/Frannie							
		05-430-700-0128-6335		20.10	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N	
					06/10/2024	06/10/2024			
	9119	Snell/Frannie		20.10	1 Transactions				
59	19308	STAR TRIBUNE							
		05-420-600-0000-6241		48.39	NB 52 WEEK SUBSCRIPTION		10601702	General Administration	N
					06/27/2024	06/26/2025			
59		05-430-700-0000-6241		96.79	NB 52 WEEK SUBSCRIPTION		10601702	General Administration	N
					06/27/2024	06/26/2025			
59		05-451-430-0000-6800		109.52	NB 52 WEEK SUBSCRIPTION		10601702	Other Expense	N
					06/27/2024	06/26/2025			
	19308	STAR TRIBUNE		254.70	3 Transactions				
60	7930	STRAND/TERESA							
		05-430-700-0127-6335		392.02	TRAVEL EXPENSE-MILEAGE		Mh Travel	N	
					05/01/2024	06/14/2024			
	7930	STRAND/TERESA		392.02	1 Transactions				
61	9395	Tru Detailing LLC							
		05-420-600-0000-6562		102.30	TOYOTA SIENNA DETAILING		1001	Repairs	N

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*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
62	05-430-700-0000-6562		165.00	06/23/2024 06/23/2024 TOYOTA SIENNA DETAILING	1001	Repairs	N
63	05-451-430-0000-6562		62.70	06/23/2024 06/23/2024 TOYOTA SIENNA DETAILING	1001	Repairs	N
9395	Tru Detailing LLC		330.00	06/23/2024 06/23/2024 3 Transactions			
64	05-430-700-0128-6335		144.55	05/08/2024 05/30/2024 TRAVEL EXPESNE-MILEAGE		Child Prot Staff Travel	N
9763	ZIERDEN/JESSICA		144.55	05/08/2024 05/30/2024 1 Transactions			
5 Fund Total:			175,387.28	Health And Human Services	40 Vendors	85 Transactions	
Final Total:			175,387.28	40 Vendors	85 Transactions		

*** Chisago County ***



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

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	5	175,387.28	Health And Human Services	
	All Funds	175,387.28	Total	Approved by,
				
				

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 3
Title of Item for Consideration: Opioid Action Council Bylaws Update	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. Having a set of bylaws will give clear guidelines of what is to be expected from the advisory council assigned to the Opioid settlement. Attachment(s): - Opioid Action Council Bylaws Update - Meeting Minutes 6.20.24 OAC	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Opioid Action Council Bylaws Update. The suggested motion is as follows: <i>“Move to approve the Opioid Action Council Bylaws Update.”</i>	
Implications of Action: Approval of the revised Opioid Action Council Bylaws will allow the council to develop a fair and transparent process for deciding where funds are spent. Budget/Financial Implications: There is no financial implication. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 North Main Street, Room 230
Center City, MN 55012-9665

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-5689
North Branch	651-213-5200
FAX	651-213-5685
Public Health	651-213-5231

CHISAGO COUNTY OPIOID ACTION COUNCIL BYLAWS

OVERVIEW AND PURPOSE

The use and abuse of opioids by Minnesotans has increased drastically in recent years and the number of opioid-related overdose deaths has increased 43% from 2020 to 2021. The number of overdose deaths has more than doubled between 2019 and 2021. In August 2021, the Minnesota Attorney General's Office, on behalf of the State of Minnesota joined in a historic \$26 billion multistate settlement agreements with pharmaceutical distributors and an opioid manufacturer. In conjunction with this settlement, the State of Minnesota will receive approximately \$300 million disseminated to Counties and Cities across Minnesota. Chisago County's estimated portion of the settlement is \$2.2 million.

Chisago County is committed to reducing the negative impacts associated with opioid use disorders by bringing together key sectors of the community to serve on the Chisago County Opioid Action Council (herein after "Action Council"). The Action Council will guide the spending of National Opioid Settlement dollars to save lives and prevent further harm within the community.

According to the [Minnesota Opioids State—Subdivision Memorandum of Agreement](#) (MOA), the Public Health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. Chisago County Public Health Department serves as the Chief Strategist and brings together the Action Council to address Chisago County's use of the settlement funds.

GUIDING PRINCIPLES-

Through these Bylaws, Chisago County Action Council adopts the Guiding Principles set forth by the Johns Hopkins Bloomberg School of Public Health for the use of the funds distributed to Chisago County as a result of the Opioid litigation and resulting settlement:

- Use, spend or invest the settlement funds to limit the abuse and reduce the overdose death that may result from the unfettered use of opioids - the Action Council shall use the funds to supplement rather than replace existing spending.
- Use evidence—based strategies and approaches to guide spending—the Action Council shall use this information from proven or promising practices to make funding decisions.
- Invest in youth prevention — the Action Council shall support children, youth, and families by making long—term investments in effective programs and strategies for community change.

- Focus on racial equity — the Action Council shall direct significant funds to communities affected by years of discriminatory policies and now experiencing substantial increases in overdoses. Chisago County is an Equal Opportunity Employer
- Develop a fair and transparent process for deciding where funds are spent — the Action Council shall be guided by public health leaders with the active engagement of people and families with lived experience, as well as other key groups.

ARTICLE I-General

1. Name. The name of the Action Council shall be Chisago County Opioid Action Council. (Hereinafter called Action Council)
2. Location. The Action Council shall maintain its principal office in Center City, Minnesota, with such other offices in such locations within the jurisdictional area as the Action Council may from time to time prescribe.
3. Jurisdictional Area. The Action Council shall exercise its powers within the boundaries of Chisago County and within such other areas as Chisago County Health & Human Services Board determines pursuant to law.

ARTICLE II - Duties and Powers

1. Public Health Chief Strategist. Chisago County Public Health shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues to determine appropriate ways to leverage and disburse Opioid Settlement Funds.
2. Local Public Health Act. The Action Council is established pursuant to Minnesota Statutes Chapter 145A to assist the Chief Strategist, Chisago County Public Health, in advising Chisago County on the disbursement of Opioid Settlement Funds in a manner that prevents and addresses addiction across the areas of public health, human services, and public safety.
3. Reporting. As the Chief Strategist, the Public Health Department will be responsible for reporting components according to the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum.

ARTICLE III - Membership

1. Eligibility and Selection. Action Council members must reside or provide services in Chisago County. All Action Council members shall complete the Opioid Settlement Action Council application and meet selected criteria. Approved applicants shall be presented to the County Board of Commissioners for final approval.
2. Composition of Membership. Membership shall consist of no less than 15 and no more than 19 members, for a term of 2 years. Sector representation shall include;

- Legal Professional
- Law Enforcement
- Corrections
- Public Health
- Human Services
- Treatment
- Recovery (individual in recovery or recovery professional)
- Board of Commissioners
- Primary Care
- Community of color and other communities affected by historical patterns of discrimination, such as Indigenous and LGBTQ+
- Education
- Community Member At Large (one per Commissioner district)
- Addiction Medicine
- Emergency Medical Services (EMS)
- Local Municipality (city or township)
- Veteran Services
- Other

3. Chief Strategist. Chisago County Public Health, as the Chief Strategist, shall act as facilitator to the Action Council. In this role, Chisago County Public Health will assist the Action Council by doing, but not limited to, the following;
 - a. Develop and disseminate Action Council packet
 - b. Schedule and facilitate meetings
 - c. Develop agendas
 - d. Prepare and disseminate meeting materials
 - e. Record and publish minutes
 - f. Manage application materials and repository
 - g. Present necessary materials and recommendations to the Board of Commissioners
 - h. Be the Tie breaker vote
4. Vacancies. A vacancy in the Action Council shall occur upon the inability to serve, resignation, or removal of an Action Council member. Vacancies may also occur if an Action Council member moves out of or ceases services in the county. If a vacancy results in the number of Action Council members dropping below the minimum, applications shall be sought for new members to increase membership to no less than 15, but no more than 19 members.
5. Per Diem and Expenses.

- a. Per Diems: Action Council members may receive such per diem as provided by law and resolution of the County Board of Commissioners. Members of the Action Council who are professionals drawing a salary from their employer while servicing on the Action Council will not be eligible for a per diem. Per diem shall be set by the Health & Human Services Board at their annual meeting
- b. Expenses: Action Council members may be reimbursed for expenses incurred as a result of participating on the Action Council as provided by law and resolution of Chisago County is an Equal Opportunity Employer the County Board of Commissioners. However, expenses such as lost wages for time away from a member's employment or payment for mileage will not be deemed reimbursable expenses, unless specifically designated by the Health and Human Services Board.

6. Absenteeism and Removal. A member may be removed by the appointing authority at any time at the discretion of the appointing authority (Chisago County Board of Commissioners) or other selecting organization. The Public Health Chief Strategist shall inform the appointing authority of a member missing two consecutive, unexcused meetings. Extenuating circumstances may be taken into consideration.

- a. Resignation. A member may resign at any time by delivering written notice to the Public Health Chief Strategist. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.
- b. Replacement. If a member is removed or resigns, Action Council applications may be reviewed or reopened to fill the vacancy.

ARTICLE IV-- Meetings

- I. Action Council Meetings. The Action Council shall hold its regular meetings at its principal place of business or elsewhere as provided by the Board at least six times per year. A proposed written agenda for each regular meeting shall be provided to each Action Council member by Chisago County Public Health staff at least one week before each regular meeting. The Action Council shall be limited to such agenda items, except for emergency items during its meeting.
- II. Quorum. A quorum shall consist of a majority of the Action Council membership.
- III. Adjournment. Any meeting may be adjourned to a particular place on a date and time upon majority vote of the members voting.
- IV. Voting. Each Action Council member shall have one (1) vote. All business shall be conducted by a majority vote unless otherwise provided by the Action Council or required by law. Public Health Chief Strategists shall not be voting members.

- V. Sub-committees. Standing and special sub-committees shall be formed as necessary. Persons outside of the Action Council membership with special talents and information may be asked to serve on sub-committees. The sub-committee chairperson will be selected at the first meeting of the sub-committee. At least one member of the Action Council shall be a member of each sub-committee.
- VI. Records of Meetings. A Chisago County Public Health staff member shall prepare and certify minutes of the meetings, copies of which shall be provided to Action Council members in such manner as the Action Council shall determine. Meeting minutes and agendas shall be accessible in the Agendas and Minutes Center of the Chisago County website. Following the council meetings the records shall then be provided to the County board.
- VII. Rules. All meetings shall be conducted in accordance with Roberts Rules of Order unless otherwise provided in these Bylaws.
- VIII. Open Meeting. Except as provided herein, the meetings of the Action Council are not governed by the Minnesota Government Data Practices Act. However, the setting of meetings and the minutes of such meetings shall be posted on the Chisago County web site. Per calendar year, one Action Council meeting shall be open to the public. This meeting shall invite all municipalities in the county to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county.
- IX. Meeting Dates. Alternative meeting dates may occur at the discretion of the Action Council members by a majority vote. All meeting dates shall be published on the Chisago County Health & Human Services - Opioid Settlement Action Council webpage.

ARTICLE V- Expectations of Members

- a. Duties. Advise, consult with and make recommendations to the Chisago County Board of Commissioners, on matters relating to the maintenance, funding, and evaluation of Opioid Settlement funds
- b. Participation. As members of the Action Council, you are expected to participate during meetings. Your professional and/or personal experience is important and should be shared. All members have an equal voice at the table.
- c. Individualism. All members of the Action Council shall act as individuals in the deliberation of issues.
- d. Best Practice for Opioid Abatement. Individual members shall be willing to learn and implement best practices related to opioid abatement and prevention.
- e. Representation. In the event other organizations request representation on an Action group or task force, members should be open to such participation to represent the Action Council.

ARTICLE VI- Conflict of Interest

- I. Definition. A conflict of interest means a financial association that has the potential to bias or have the appearance of biasing a council member's decision related to the Opioid Settlement funds decision process or other council activities under this section.
- II. Disclosure. Action Council members must disclose a conflict of interest to the council, refrain from participating in discussions, and recuse themselves from voting on any matter before the council.
- III. Concerns. Any member of the Council may raise questions of possible conflict of interest by another member.
- IV. Decision. All questions regarding actual or potential conflict of interest shall be decided by majority vote of the members present who do not, themselves, have a conflict of interest.

ARTICLE VII- Bylaws

- I. Amendment. Amendments of these Bylaws may be proposed by any member. Proposed amendments will be presented to the Council no fewer than 5 days before voting. Proposed revision shall be placed on agenda for scheduled meetings of the Action Council.
- II. Adoption. Adoption of the Bylaws shall be considered by majority vote by the Action Council membership.
- III. Review. The Bylaws of the Action Council shall be reviewed at the start of each year and considered ratified by a majority vote by the Action Council.

Adopted by Chisago County Opioid Action Council:

Dated: _____

CHISAGO COUNTY PUBLIC
HEALTH STRATEGIST

Adopter by Chisago County Board of Commissioners:

Dated: _____

Chair, Chisago County Board of Commissioner



Meeting Minutes

Chisago County Opioid Action Council Meeting
June 20th 2024, 4:30-5:30pm
Chisago County Sheriffs Office

Members Present	T	Abigail Halseth	P	Marlys Dunne
	E	Brandon Thyen		Mary Keller (Inactive)
	A	Bryan Brown	P	Megan Hyde
	A	Cassandra (Cassy) Cosgrove	P	Michele Hein
	A	Coleman McDonough	P	Patty Mattson
	P	Corinne (Cori) Sando	P	Sarah Kerkes
	A	Dan Meyer	T	TenaMarie Meyer
	A	Daniel McGonigle		Vacant
	P	Doris Zacho		Vacant
	P	Erica Bjerketvedt		Vacant
	P	Kristi Hinsch		Vacant
	P	Lee Peterson		Vacant
	P	Maggie Owen		
	Attendance key: P= Present E= Excused T= Teams A= Absent			
Public Health Chief Strategists Present	X	Madelyn Jensen	X	Mackenzie Halfen
		Courtney Wehrenberg		Robert Benson
	X	Katelyn Dagget		

Topic	Discussion	Follow-up
Call to order	_____, followed by Roll Call	
Approval of April Minutes	__ Michele H__ moved to approve the April Minutes. Erica _____ seconded. Unanimously approved.	
Approval of June Agenda	__ Cori ____ moved to approve the June agenda. Sarah _____ seconded. Unanimously approved.	
Administrative updates/reminders	Summary of Harmony in the Park; Reminder to submit Per Diem requests	
RFP review and Voting	Applications reviews. Walked through each application (11 applications) and votes as follows: - Canvas Health – unanimously passed - Partnership with Jail (Support services - assessments, diagnosis, counselling for jail and probation system) - \$42,726.50 - Committee ranking of 84.33/100	

	• Central MN Jobs and Training Services – no motion to approve ○ Implement comprehensive strategy focusing on workforce development and support for individuals battling OUD/SUD - \$57,332 ○ Committee ranking of 48.33/100 • Chisago County Sheriff's Office – unanimously passed ○ Device (Narc-ID 1064nm) to identify controlled substances w/training \$32,380 ○ Committee score 86.67/100 • Effect– no motion to approve ○ Anti-Vaping, Anti-nicotine, youth anti-opioid campaigns - \$60,000 ○ Committee score – unscored (scope exceeded CCOAC needs) • Fentanyl Free Communities Foundation - unanimously passed (one member abstained) ○ Custom program to bridge gap between law enforcement and communities on frontlines of opioid epidemic in Chisago County - \$44,3000 ○ Committee score of 85.33/100 • Kreativ HQ no motion to approve ○ Marketing materials and services for CCOAC \$60,000 and additional \$1,500/month ongoing ○ Committee score – unscored (not currently a need for CCOAC) • Lakes Center for Youth and Families - no motion to approve ○ Place a prevention coordinator within North Branch School District - \$60,000 ○ Committee score – 43.33/100 (scored lower because scored specifically with MnPRA/KTT) • Minnesota Prevention and Recovery Alliance (MnPRA)/Know the Truth (KTT) unanimously passed (three members abstained) ○ Peer recovery specialist located in Chisago County school districts including offerings for parents/families - \$92,980.80 (to cover 3 districts) ○ Committee score 85/100 • MOD&Co - no motion to approve ○ Social media campaign against misuse of opioids - \$60,000 ○ Committee score – unscored (not currently a need for CCOAC)	
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	• Steve Rummmler Hope Network - unanimously passed ○ To increase offerings of naloxone access points - \$16,766 ○ Committee score of 88.67/100 • Troubador - no motion to approve ○ Harm reduction strategies - \$57,036 ○ Committee score – unscored (not currently a need for CCOAC) Recommendation will go to County Board on July 2nd.6:30pm	
	Committee members are encouraged to reapply for committee membership	
	Bylaw revisions – • Maximum number of committee members lowered to 19 • Term length expanded to 2 years Motion made by Marllys, seconded by Cori – unanimously approved.	
Next meetings	Next meeting: Thursday July 18 th 4:30-5:30pm at TBD	
Adjourn	_Erica_ moved to adjourn today’s meeting. _Kristi_ seconded. Motion carried.	

Chisago County Request for Board Action

Meeting Date: July 2, 2024	Item Number: 4
Title of Item for Consideration: Opioid Action Council Grant Agreement – Canvas Health	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. One allowed expense is the cost of County staff time. Staff is recommending using some of the Opioid Settlement funds to compensate the County for Staff time used to organize Opioid related events and expenditures. The Public Health department will serve as the lead agency and Chief Strategist to identify collaborate and respond to local issues as local Governments decide how to leverage and disburse Opioid Settlement Funds. Attachment(s): Opioid Action Grant Agreement – Canvas Health	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Opioid Action Council Grant – Canvas Health. The following motion is suggested: “Move to approve the Opioid Action Council Grant – Canvas Health.”	
Implications of Action: Approval of this Opioid Action Council grant agreement will allow Canvas health to broaden the work that is being done in traditional substance use treatment programs, and to reach more at risk individuals in the Chisago County Jails and probation systems, the goal is to reach individuals that do not engage in traditional treatment modality such as assessments, diagnosis, group and individual counseling. Budget/Financial Implications: The budget will be fulfilled from the Opioid settlement dollars in the amount of \$42,726.50. 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 _____

**Chisago County
Opioid Action Council
Grant Agreement**

This Grant Agreement is between Chisago County Opioid Action Council, 313 No. Main Street, Center City, MN 55012 ("County") and Canvas Health, 7066 Stillwater BLVD N. Oakdale, MN 55125 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the Chisago County Opioid Action Council and is empowered to enter into this Grant Agreement; and

WHEREAS, Canvas Health applied to County for an Opioid Action Council Grant in order to broaden the work that is being done in traditional substance use treatment programs, and to reach more at risk individuals in the Chisago County Jails and probation systems, the goal is to reach individuals that do not engage in traditional treatment modality such as assessments, diagnosis, group and individual counseling; 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 **Forty Two Thousand Seven Hundred Twenty-Six Dollars and Fifty Cents (\$42,726.50)**; 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 Canvas Health enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 3, 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:** December 31, 2025, 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: Jayne Braun
Address: 7066 Stillwater BLVD N., Oakdale, MN 55128
Phone: 651-251-5042
Email: jbraun@canvashealth.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 **Forty Two Thousand Seven Hundred Twenty-Six Dollars and Fifty Cents (\$42,726.50)**.
- 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: Jayne Braun, Organizational Director
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:

Chisago County Request for Board Action

Meeting Date: July 2, 2024	Item Number: 5
Title of Item for Consideration: Opioid Action Council Grant Agreement – MN Prevention & Recovery Alliance	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. One allowed expense is the cost of County staff time. Staff is recommending using some of the Opioid Settlement funds to compensate the County for Staff time used to organize Opioid related events and expenditures. The Public Health department will serve as the lead agency and Chief Strategist to identify collaborate and respond to local issues as local Governments decide how to leverage and disburse Opioid Settlement Funds. Attachment(s): Opioid Action Grant Agreement – MN Prevention & Recovery Alliance	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Opioid Action Council Grant – MN Prevention & Recovery Alliance. The following motion is suggested: <i>“Move to approve the Opioid Action Council Grant – MN Prevention & Recovery Alliance.”</i>	
Implications of Action: Approval of this Opioid Action Council grant agreement will allow Mn Prevention & Recovery Alliance to implement the Know the Truth Curriculum (KTT), KTT will aim to educate young individuals, provide resources, and inform them on making healthy choices and stay clear of substance abuse, to accomplish this a full time certified peer recovery specialist will be at North branch Middle/High school and ALC, 2days/week, and at Chisago Lakes Middle/ High School and education Center for 2days/week, and 1 day at Rush City public school. Budget/Financial Implications: The budget will be fulfilled from the Opioid settlement dollars in the amount of \$92,980.80. 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 _____

**Chisago County
Opioid Action Council
Grant Agreement**

This Grant Agreement is between Chisago County Opioid Action Council, 313 No. Main Street, Center City, MN 55012 ("County") and MN Prevention & Recovery Alliance, 740 E. 24th ST, Minneapolis, MN 55404 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the Chisago County Opioid Action Council and is empowered to enter into this Grant Agreement; and

WHEREAS, Minnesota Prevention and Recovery Alliance applied to County for an Opioid Action Council Grant in order implement the Know the Truth Curriculum (KTT), KTT will aim to educate young individuals, provide resources, and inform them on making healthy choices and stay clear of substance abuse, to accomplish this a full time certified peer recovery specialist will be at North branch Middle/High school and ALC, 2days/week, and at Chisago Lakes Middle/ High School and education Center for 2days/week, and 1 day at Rush City public school; 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 **Ninety-Two Thousand Nine Hundred Eighty Dollars and Eighty Cents (\$92,980.80)**; 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 MN Prevention & Recovery Alliance enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 3, 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:** December 31, 2025, 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: Sadie Brown
Address: 740 E. 24th ST, Minneapolis, MN 55404
Phone: 763-213-7230
Email: Sadie.Brown@mnpra.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 **Ninety-Two Thousand Nine Hundred Eighty Dollars and Eighty Cents (\$92,980.80).**
- 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: Sadie Brown, Director
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:

Chisago County Request for Board Action

Meeting Date: July 2, 2024	Item Number: 6
Title of Item for Consideration: Opioid Action Council Grant Agreement – Sheriff’s Office	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. One allowed expense is the cost of County staff time. Staff is recommending using some of the Opioid Settlement funds to compensate the County for Staff time used to organize Opioid related events and expenditures. The Public Health department will serve as the lead agency and Chief Strategist to identify collaborate and respond to local issues as local Governments decide how to leverage and disburse Opioid Settlement Funds. Attachment(s): Opioid Action Grant Agreement – Sheriff’s Office	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Opioid Action Council Grant – Sheriffs Office. The following motion is suggested: “Move to approve the Opioid Action Council Grant – Sheriff’s office.”	
Implications of Action: Approval of this Opioid Action Council grant agreement will allow the Sheriffs Office to Purchase an electronic device that will be used to identify controlled substances, the device can identify over 140 variants of fentanyl, it will provide additional identification remarks and documents for prosecution or drug court evidence. Budget/Financial Implications: The budget will be fulfilled from the Opioid settlement dollars in the amount of \$32,380.00. 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 _____

**Chisago County
Opioid Action Council
Grant Agreement**

This Grant Agreement is between Chisago County Opioid Action Council, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago County Sheriff's Office, 15230 Per RD, Center City, MN 55012 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the Chisago County Opioid Action Council and is empowered to enter into this Grant Agreement; and

WHEREAS, Chisago County Sheriff's Office applied to County for an Opioid Action Council Grant in order to Purchase an electronic device that will be used to identify controlled substances, the device can identify over 140 variants of fentanyl, it will provide additional identification remarks and documents for prosecution or drug court evidence; 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 **Thirty-Two Thousand Three Hundred Eighty Dollars (\$32,380.00)**; 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 Sheriff's Office enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 3, 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:** December 31, 2025, 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: Brandon Thyen
Address: 15230 Per RD, Center City, MN 55012
Phone: 651-213-6301
Email: Brandon.Thyen@chisagocountymn.gov

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Thirty-Two Thousand Three Hundred Eighty Dollars (\$32,380.00)**.
- 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: Brandon Thyen, Sheriff
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:

Chisago County Request for Board Action

Meeting Date: July 2, 2024	Item Number: 7
Title of Item for Consideration: Opioid Action Council Grant Agreement – Fentanyl Free Communities Foundation (FFCF)	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. One allowed expense is the cost of County staff time. Staff is recommending using some of the Opioid Settlement funds to compensate the County for Staff time used to organize Opioid related events and expenditures. The Public Health department will serve as the lead agency and Chief Strategist to identify collaborate and respond to local issues as local Governments decide how to leverage and disburse Opioid Settlement Funds. Attachment(s): Opioid Action Grant Agreement – Fentanyl Free Communities Foundation (FFCF)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Opioid Action Council Grant – Fentanyl Free Communities Foundation (FFCF). The following motion is suggested: <i>“Move to approve the Opioid Action Council Grant – Fentanyl Free Communities Foundation.”</i>	
Implications of Action: Approval of this Opioid Action Council grant agreement will allow Fentanyl Free Communities Foundation to create custom program designed to bridge informational and resource gaps between law enforcement, culturally specific community organizations, faith communities, and other groups that are currently on the frontlines of the opioid epidemic in Chisago County. Budget/Financial Implications: The budget will be fulfilled from the Opioid settlement dollars in the amount of \$44,300.00. 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 <i>CEB</i>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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**Chisago County
Opioid Action Council
Grant Agreement**

This Grant Agreement is between Chisago County Opioid Action Council, 313 No. Main Street, Center City, MN 55012 ("County") and Fentanyl Free Communities Foundation (FFCF), 310 4th AVE S, Suite 5010, Minneapolis, MN 55415 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the Chisago County Opioid Action Council and is empowered to enter into this Grant Agreement; and

WHEREAS, Fentanyl Free Communities Foundation applied to County for an Opioid Action Council Grant in order to create a custom program designed to bridge informational and resource gaps between law enforcement, culturally specific community organizations, faith communities, and other groups that are currently on the frontlines of the opioid epidemic in Chisago County; 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 **Forty Four Thousand Three Hundred Dollars (\$44,300.00)**; 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 Fentanyl Free Communities Foundation enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 3, 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:** December 31, 2025, 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: Michele Hein
Address: 310 4th AVE S, Suite 5010, Minneapolis, MN 55415
Phone: 612-868-1813
Email: michele@fentanylfreecommunitis.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 **Forty Four Thousand Three Hundred Dollars (\$44,300.00)**.
- 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: Michele Hein
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:

Chisago County Request for Board Action

Meeting Date: July 2, 2024	Item Number: 8
Title of Item for Consideration: Opioid Action Council Grant Agreement – Steve Rummler Hope Network (SRHN)	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. One allowed expense is the cost of County staff time. Staff is recommending using some of the Opioid Settlement funds to compensate the County for Staff time used to organize Opioid related events and expenditures. The Public Health department will serve as the lead agency and Chief Strategist to identify collaborate and respond to local issues as local Governments decide how to leverage and disburse Opioid Settlement Funds. Attachment(s): Opioid Action Grant Agreement – Steve Rummler Hope Network (SRHN)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Opioid Action Council Grant – Steve Rummler Hope Network (SRHN). The following motion is suggested: <i>“Move to approve the Opioid Action Council Grant – Steve Rummler Hope Network (SRHN).”</i>	
Implications of Action: Approval of this Opioid Action Council grant agreement will allow Steve Rummler Hope Network (SRHN) to build upon their established Overdose Prevention Program, staffing support will be required, resources will be enhanced for the Chisago Partners/Community members and targeted outreach within the county by increasing awareness of the dangers of opioid uses, community members will be educated on fentanyl contamination, and resources will be provided for both pre-empt and reverse potential opioid overdoses. Budget/Financial Implications: The budget will be fulfilled from the Opioid settlement dollars in the amount of \$16,766.00. 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 _____
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**Chisago County
Opioid Action Council
Grant Agreement**

This Grant Agreement is between Chisago County Opioid Action Council, 313 No. Main Street, Center City, MN 55012 ("County") and Steve Rummier Hope Network (SRHN), 2233 University AVE, Suite 325, Saint Paul, MN 55106 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the Chisago County Opioid Action Council and is empowered to enter into this Grant Agreement; and

WHEREAS, Steve Rummier Hope Network applied to County for an Opioid Action Council Grant in order to build upon their established Overdose Prevention Program, staffing support will be required, resources will be enhanced for the Chisago Partners/Community members and targeted outreach within the county by increasing awareness of the dangers of opioid uses, community members will be educated on fentanyl contamination, and resources will be provided for both pre-empt and reverse potential opioid overdoses; 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 **Sixteen Thousand Seven Hundred Sixty-Six Dollars (\$16,766.00)**; 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 Steve Rummier Hope Network enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 3, 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:** December 31, 2025, 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: Alicia House
Address: 2233 University Ave, Suite 325, Saint Paul, MN 55106
Phone: 612-217-4212
Email: ahouse@rummlerhope.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 **Sixteen Thousand Seven Hundred Sixty-Six Dollars (\$16,766.00)**;
- 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: Alicia House, Director
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:

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Tuesday, June 18, 2024**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Tuesday, June 18, 2024 at the Chisago County Government Center with the following Commissioners present: Swenson, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, and Clerk of the Board Christina Vollrath.

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

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

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

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

On motion by Greene, seconded by Dunne, the Board moved items 1-3 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 6:36 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Final Contract – County Road 70 Reconditioning
- 3.) R&B Committee Recommendation – Final Contract – 2023 Pavement Maintenance Project

- 4.) Minutes from the June 5, 2024, County Board of Commissioners Meeting
- 5.) Payment of County's Warrants and Miscellaneous Bills \$705,594.93
Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.
- 6.) Credit Card Request – Mike Parker, Emergency Communications Services Manager and Increase to Dennis Wilton, Assistant Enterprise Services Director
- 7.) Exempt Gambling Permit – Pheasants Forever

RESOLUTION NO. 24/0618-1
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR
THE PHEASANTS FOREVER – CHISAGO COUNTY

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

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

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

- 8.) Resolution for Mileage Reimbursement past 60 days – Brandie Christenson, HHS
Environmental Services Director Kurt Schneider presented the Board with the Director's Report and action items. *No action was taken.*

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

On motion by Greene, seconded by Dahlberg, the Board moved to approve Resolution No. 24/0618-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Paradise Woods located at the SW corner of 320th Street and Lofton Avenue/CSAH 24 in Chisago Lake Township, (PID #02.00823.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO. 24/0618-2
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF PARADISE WOODS

WHEREAS, property owner Kenneth Rice and applicants Kenneth Rice & Kimberly Rice submitted an application dated received March 22, 2024 and considered complete on March 25, 2024 for the Preliminary Plat of Paradise Woods; and

WHEREAS, the subject site is generally located at the southwest corner of 320th Street and Lofton Avenue / CSAH 34 in Chisago Lake Township and within the Agricultural (AG) District; and

WHEREAS, the subject site is 58.2± acres in size and legally described as:

PID 02.00823.00

That part of Section 30, Township 34 North, Range 20 West, Chisago County, Minnesota described as follows: The Northeast Quarter of the Northwest Quarter, subject to a 1-rod road easement along the North line thereof. And the North 659.4 feet of the Northwest Quarter of the Northeast Quarter, subject to a 1-rod road easement along the North line thereof, and subject to the existing County Road No. 77 easement along the East line thereof, and also the East 770 feet is subject to a drainage easement in favor of the owner of the property described as follows: All of the NW 1/4 of the NE 1/4 of said Section 30 except the North 659.4 feet thereof.

WHEREAS, notice was provided and on May 2, 2024 the Planning Commission opened the requisite public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner / applicants, and invited members of the public to comment; and

WHEREAS, the Planning Commission motioned to continue the public hearing to its June 6, 2024 meeting in order to allow the property owner / applicants time to address concerns about the 770' drainage easement shown on Lots 2 and 3, Block 1 as well as storm water runoff and natural water flow concerns submitted by the City of Chisago City; and

WHEREAS, the Planning Commission heard from the Land Services Coordinator, the property owner / applicants, and invited members of the public to comment before closing the public hearing on June 6, 2024; and

WHEREAS, the Planning Commission found that the Preliminary Plat of Paradise Woods was consistent with the intent of the County's Zoning and Subdivision Ordinances and recommended approval of the Preliminary Plat with conditions per Resolution No. PC2024-0602; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Paradise Woods and the Planning Commission's recommendation at its June 18, 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 Paradise Woods, subject to the following conditions:

1. The Preliminary Plat is approved per plat drawing signed dated May 26, 2022 and amended most recently on March 21, 2024. Any deviation from the approved plat drawing, except as provided herein, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Lofton Avenue / CSAH 34. All driveways must access 320th Street.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. Prior to or in conjunction with submission of a request for Final Plat, the applicant shall submit documentation to the Department of Environmental Services demonstrating that proposed Lots 2 and 3, being wholly or partially located within a drainage easement, are buildable. One such option to satisfy this condition is to submit a fully executed and recorded copy of an agreement to confine the easement to delineated wetland areas on proposed Lots 2 and 3.
5. The applicant shall enter into a developer's agreement with Chisago Lake Township and the agreement shall, at a minimum, outline road construction costs, transfer of the proposed turnaround to the township, and the escrow agreement for legal and engineering fees. A copy of the signed developer's agreement shall accompany the request for Final Plat, and the request for Final Plat will not be considered complete unless accompanied by the signed agreement.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

On motion by Dahlberg, seconded by Greene, the Board moved to approve

payment for Sunrise Prairie Regional Trail Segment G Construction Project No. 13-SPT-23 Invoice/Pay Voucher #4, final payment order request from Knife River. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to approve Phase-2 of the Proposal by and between Chisago County and Collins Engineers Inc. in support of the Chisago Lakes Lake Improvement District 2024 Weir Repair project as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to accept the June 12th, 2024, Budget and Finance Report, accept the Monthly County Staffing Update, approve unallocated ARPA funds to pay the difference of \$28,400 and the Overtime costs associated with getting the new K-9s a part of the CCSO as soon as possible, approve the Axon Justice program for the Chisago County Attorney's Office using \$17,900 from previous board-approved funding for SharePoint; and the additional \$29,272.00 be drawn from Unallocated ARPA funds, approve funding the water main break and parking lot repair for the Center City Public Works Facility using 2024 Unallocated ARPA funds, approve reallocating the unspent Sunrise Prairie Trail funds to the Ki-Chi-Saga Municipal Project, and approve funding the UKG Conversion project for the new recruiting data using unallocated ARPA funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the purchase of a Fence and Gate for the Harris Sheriff Office Building, as approved in the 2024 CIP, MNT-0414. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve the settlement agreement negotiated in *Sporleder v. State, et al.*, Court File No. 62-CV-23-3405, which is funded by a legislative appropriation in Chapter 113 of the 2024 Session Laws, authorize Chisago County to participate in the settlement claims process administered by the Department of Revenue consistent with Chapter 113 of the 2024 Session Laws, authorize the County Auditor to meet the requirements for participating counties outlined in Chapter 113 of the 2024 Session Laws, and authorize the County Attorney to execute the settlement agreement on behalf of Chisago County and to sign all court documents necessary to bring the *Sporleder* litigation to a close. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO. 24/0618-3

RESOLUTION TO APPROVE SETTLEMENT AGREEMENT IN TAX FORFEITED PROPERTY LITIGATION AND TO AUTHORIZE PARTICIPATION IN TAX FORFEITED PROPERTY

CLAIMS PROCESS

WHEREAS, in June 2023, Chisago County and the County Auditor-Treasurer were named as defendants in a lawsuit of *Sharon Sporleder v. State of Minnesota, et al*, brought against the State of Minnesota and Minnesota's twenty most populous counties;

WHEREAS, in February 2024, the parties to the *Sporleder* litigation reached a tentative settlement agreement contingent on legislative appropriations and a claims process that would provide uniform compensation throughout the state.

WHEREAS on May 17, 2024, Governor Walz signed into law the \$109 million legislative appropriation and the administrative framework to settle those claims for damages through the Minnesota Department of Revenue.

BE IT RESOLVED that the Board of Commissioners of Chisago County approves of the settlement agreement negotiated in *Sporleder v. State, et al*, Court File No. 62-CV-23-3405, which is funded by a legislative appropriation in Chapter 113 of the 2024 Session Laws, as attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that Chisago County is authorized to participate in the settlement claims process administered by the Department of Revenue consistent with Chapter 113 of the 2024 Session Laws.

BE IT FURTHER RESOLVED that the County Auditor- Treasurer is authorized and directed to meet the requirements for participating counties outlined in Chapter 113 of the 2024 Session Laws.

BE IT FURTHER RESOLVED that the County Attorney is authorized to execute the settlement agreement on behalf of Chisago County and to sign all court documents necessary to bring the *Sporleder* litigation to a close.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the estimate and move forward to repair the sink hole at the Chisago County Law Enforcement Center using unallocated APRA funds. The motion **carried** as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED**: None.

On motion by Montzka, seconded by Greene, the Board moved to authorize the County Auditor-Treasurer to transfer the above-noted funds for the purchase of the Caseworks Software for HHS. The motion **carried** as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED**: None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the updated Data Practices Policy, Privacy & Information Security Protocol, and Policy for Ensuring the Security of NOT Public Data, and the associated forms. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:08 p.m. **END TIME** – 7:17 p.m.

of SPEAKERS – 3

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

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

On motion by Greene, seconded by Dahlberg, the Board moved to close the County Board meeting at 7:37 p.m. to allow the County Board to discuss with legal counsel strategy related to litigation, *Darcey Duncan v. County of Chisago (MN) and Richard Duncan, both individually and in his official capacity as Sheriff of Chisago County (MN)*. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Closed Session

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

Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. Minn. Stat. §13D.05, Subd. 3. The Meeting will be closed to allow the County Board to discuss with legal counsel strategy related to litigation, *Darcey Duncan v. County of Chisago (MN) and Richard Duncan, both individually and in his official capacity as Sheriff of Chisago County (MN)*

Present: Attorney Stephanie Angolkar, Commissioner Swenson, Commissioner Dunne, Commissioner Greene, Commissioner Montzka, Commissioner Dahlberg, County Attorney Janet Reiter, Assistant County Attorney Jeff Fuge, County Administrator Chase Burnham, Clerk of the Board Christina Vollrath

On motion by Montzka, seconded by Greene, the Board ended the closed meeting

and reconvened the regular meeting at 8:08 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

The only action taken during the closed session was to end the closed session and reconvene the regular meeting.

On motion by Montzka, seconded by Dahlberg, the Board adjourned the meeting at 8:08 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Marlys Dunne, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 2, 2024**

10

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$860,330.20

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	578,173.54	General Revenue Fund	
	3	91,203.34	Road And Bridge Fund	
	12	41,201.94	Capital Equipment Fund	
	14	911.37	Solid Waste Fund	
	15	146,069.96	Park Aquisition & Improvement F	
	18	65.00	Lake Imprvmnt Distr Maint	
	76	2,705.05	Employee Recognition Agency Fu	
	All Funds	860,330.20	Total	Approved by,



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 2, 2024**

11

**Recognition of Years with the County
July**

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Lanay R.	Senior Social Worker	28
Debra S.	Secretary/Transcription	25
Shane C.	Deputy Sheriff	25
Daniel K.	Corrections Officer	22
Benjamin U.	Engineering Supt	22
David C.	Engineering Tech Senior	22
Justin W.	Chief Deputy	20
Ryan E.	Division Sergeant	20
Michael N.	Corrections Officer	20
Marnie H.	Probation Supervisor	19
Jessica M.	Career Corrections Agnt	16
Ryan P.	Financial Asst Super II	14
Kimberly E.	Legal Assistant I	13
Nancy H.	HRA EDA	12
Jon G.	Jail Administrator	10
Dylan D.	Asst Maintenance Supervis	10
Leigh W.	Senior Social Worker	8
Karin P.	Telecommunicator	8
Jamie K.	Eligibility Worker	7
Raechel C.	Deputy Recorder II	6
Steven F.	Maint Facility Engineer	6
Linda H.	Social Worker	5

Cory R.	Victim Witnesss Secretry	5
Cindy S..	System Supp Specialist	5
David A.	Veteran Driver	4
Robert G.	Infrastructure Engineer	4
Amy P.	Senior Social Worker	4
Eric W.	Sr. Deputy Assessor	4
Sarah B.	Social Worker - MSW	4
Thomas G.	Asst County Attorney I	3
Kelly W.	Lead Eligibility Worker	2
Margarete O.	Asst County Attorney I	2
Bradley L.	Payroll/HR Assistant	2
Hannah M.	Legal Assistant I	2

Chisago County Request for Board Action

Meeting Date: July 2, 2024	Item Number: 12
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; - State of Minnesota DNR; 01.00120.00 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; 01.00120.00.”</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 _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



CHISAGO COUNTY ABATEMENT APPLICATION FOR REDUCTION IN VALUATION OF REAL ESTATE AND/OR REFUND OF TAXES PAID

Commissioner of Revenue Abatement Form (M.S. 375.192)

For Taxes Levied In 20 23

And Payable In 20 24

Applicant Information – Please print or type.

Applicant's Name: State of Minnesota Attn: DNR	Applicant's Mailing Address: 500 Lafayette Road St. Paul, MN 55155
Telephone Number: 218-203-4410	

Property Information

Parcel Number: 01.00120.00	School District: 2144 - Chisago Lakes
Street Address (if different than above):	City or Township: Amador
Assessor's Estimated Market Value: Land \$ Structures \$ Total \$ Class:	

Applicant's Statement of Facts

Describe facts to support application (attach separate sheet if necessary):

State acquired the property in June of 2023, before the July 1 deadline. Application for exemption was filled out July 7, 2023 and received by Chisago County September 27, 2023. We did not process the application until June 17, 2024.

Applicant's Request

Describe the action you are requesting with this application:

Abate the 2024 taxes.

Applicant's Signature _____ **Date** _____

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of this statement knows is false may be sentenced, unless otherwise provide by law, to imprisonment for not more than one year or to payment of fine of not more than \$3,000, or both."

FOR OFFICIAL USE ONLY

The following accurately reflects both existing and proposed amounts.

	Market Value			Taxable Mkt Value	Tax Capacity	Tax Before Other Credits	Special Assessments	Total Tax Payable
	Land	Improvements	Total					
Original	56,000	6,300	62,300	62,300	623	589.00	17.00	606.00
Proposed	56,000	6,300	62,300	0	0	0.00	0.00	0.00
Reduction	0	0	0	62,300	623	(589.00)	(17.00)	(606.00)

Tax is paid ☐ Date _____ Tax is not paid ☒ Local Tax Rate 90.3354821000

REPORT OF INVESTIGATION

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Processing of the exempt application was not done in a timely manner. Abate the 2024 taxes.

Signature of Investigator _____ Date 06/20/2024

CERTIFICATION OF APPROVAL

NOTE: For this abatement to be approved, the Assessor, Auditor-Treasurer and County Board of Commissioners must all favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION

☒ Approved ☐ Denied Assessor's Signature _____

AUDITOR-TREASURER'S RECOMMENDATION

☒ Approved ☐ Denied Auditor-Treasurer's Signature _____

COUNTY BOARD OF COMMISSIONER'S ACTION (To be completed by Auditor-Treasurer)

☐ Approved ☐ Denied

I certify that at a meeting held on _____, 20____ the County Board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the names of taxpayers, other concerned persons and the amounts involved.

CERTIFICATION OF FINAL APPROVAL

I further certify that the approval of this abatement has resulted in the following changes:

		Tax Capacity Tax	Market Value Tax	State Tax	State Paid Credits	Special Assessments	Total
Reduction Details	Addition of Tax						
	Reduction of Tax						
	Reduction of Penalty						
	Reduction of Interest						
	Total Reduction/Addn						
Total Tax Payable After Abatement							

Signature of Auditor-Treasurer _____ Date _____

Chisago County Request for Board Action

Meeting Date: July 2, 2024	Item Number: 13
Title of Item for Consideration: Application for Exempt Permit – Immanuel Lutheran Church of Almelund	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the Immanuel Lutheran Church of Almelund, so that the applicants can conduct a lawful raffle on November 9, 2024. Immanuel Lutheran Church of Almelund is a non-profit organization. Attachments: - LG220 Application for Exempt Permit – Immanuel Lutheran Church of Almelund - Resolution Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Immanuel Lutheran Church of Almelund’s application to Conduct a raffle at their event on November 9, 2024. The recommended motion is as follows: <i>“Move to approve the Chisago County Board approve the Immanuel Lutheran Church of Almelund’s application to Conduct a raffle at their event on November 9, 2024.”</i> Implications of Action: Approving tonight’s action would allow the Immanuel Lutheran Church of Almelund to raise money for its non-profit organization and its activities. Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County. Legal/Policy Implications: The proposed activities appear to be 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 _____

LG240B Application to Conduct Excluded Bingo**No Fee****ORGANIZATION INFORMATION**

Organization Name: Immanuel Lutheran Church of Almelund Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: N/A Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 37515 Park Trail

City: Center City State: MN Zip: 55012 County: Chisago

Name of Chief Executive Officer (CEO): Council President Richard Sellman

CEO Daytime Phone: _____ CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): rorothe@frontiernet.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☒ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: November 9, 2024

-OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: _____

☐ civic celebration Dates: _____

☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Diane Kay Rothe Daytime Phone: 612-270-5626Name of premises where bingo will be conducted: Shafer Township HallPremises street address: 18295 St. Croix TrailCity: Shafer If township, township name: Shafer Township County: Chisago

LG240B Application to Conduct Excluded Bingo

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction. Print City Name: _____ Signature of City Personnel: _____ Title: _____ Date: _____	COUNTY APPROVAL for a gambling premises located in a township On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction. Print County Name: <u>Chisago</u> Signature of County Personnel: _____ Title: _____ Date: _____
--	--

The city or county must sign before submitting application to the Gambling Control Board.

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: Shafer

Signature of Township Officer: Linda Righschoell

Title: Clerk Date: 6-13-24

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Richard K. Sellman Date: 6/9/2024

(Signature must be CEO's signature; designee may not sign)

Print Name: Richard Sellman

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032 An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years. Questions? Call a Licensing Specialist at 651-539-1900.	Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the LIST OF LICENSEES tab, or call 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request.
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportunity employer



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. 24/0702-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE IMMANUEL
LUTHERAN CHURCH OF ALMELUND

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Shafer Township Hall located at 18295 St. Croix Trail, Shafer, MN 55074

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

Approved: July 2, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 14
Title of Item for Consideration: Credit Card Increases – Public Works	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: County Engineer Joe Triplett is requesting credit card increases for Tony Nielsen, Fleet Maintenance Supervisor, and Barbara Shimmon, Finance and Office Manager. Tony is in need of the increase due to Public Works taking on the maintenance of the CCSO fleet. Barbara is in need of the increase due to the more and more required engineering trainings and recertifications required to be done on-line. Attachment(s): Chisago County Request for County Credit Card Limit Increase Forms	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the request for County credit card limit increases for Tony Nielsen and Barbara Shimmon from County Public Works. The suggested motion is as follows: <i>“Move to approve the request for County credit card limit increases for Tony Nielsen and Barbara Shimmon from County Public Works.”</i>	
Implications of Action: By increasing the credit card limits, Tony Nielsen and Barbara Shimmon will be able to approve trainings and make purchases without running into frequent limit restrictions. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable county policies & procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

COUNTY OF CHISAGO
REQUEST FOR COUNTY CREDIT CARD LIMIT INCREASE

TO: COUNTY AUDITOR

FROM: Joe Triplett Name (Dept Head)
Public Works Department

RE: Request for County Issued Credit Card Limit Increase

Current Limit \$ 500 ¹⁰⁰⁰ Requested Limit \$ 1,500

Department Head Portion:

I request the following employee be considered for the limit increase amount above:

Employee Full Name (print): Tony Nielsen
Title & Department: Fleet Maintenance Supervisor

Reason of Request: Now that PW is taking on all of the maintenance on the
CCSO fleet, there are more times where credit card
purchases will need to happen.

The Department Head may recommend an account limit for an employee however, the County Board of Commissioners will establish all account limits.


Signature of Employee

1/12/24
Date


Signature of Department Head

6/25/24
Date

***** PLEASE RETURN TO AUDITOR'S OFFICE *****

County Auditor Portion:

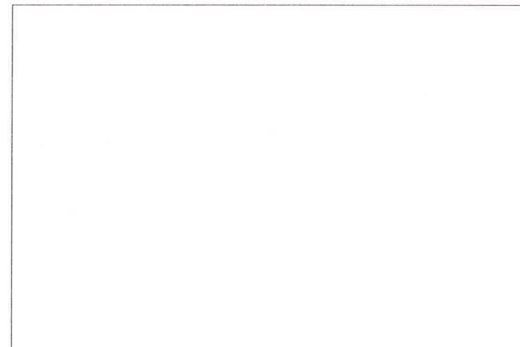
Received request on _____
Date

Chisago County Auditor Date

Presented to the Chisago County Board on _____
Date

Action taken by Chisago County Board on _____
Date

- ☐ Approved as requested
- ☐ Denied
- ☐ Other



Board Approval Stamp

COUNTY OF CHISAGO
REQUEST FOR COUNTY CREDIT CARD LIMIT INCREASE

TO: COUNTY AUDITOR

FROM: Joe Triplett Name (Dept Head)
Public Works Department

RE: Request for County Issued Credit Card Limit Increase

Current Limit \$ 1500 Requested Limit \$ 3000

Department Head Portion:

I request the following employee be considered for the limit increase amount above:

Employee Full Name (print): Barbara Shimmon

Title & Department: Finance & Office Manager

Reason of Request: As more and more of our Engineering training and
recertification is done on-line, Barb frequently has to
use my credit card to get all enrolled.

The Department Head may recommend an account limit for an employee however, the County Board of Commissioners will establish all account limits.


Signature of Employee

01 Feb 2024
Date


Signature of Department Head

6/25/24
Date

***** PLEASE RETURN TO AUDITOR'S OFFICE *****

County Auditor Portion:

Received request on _____
Date

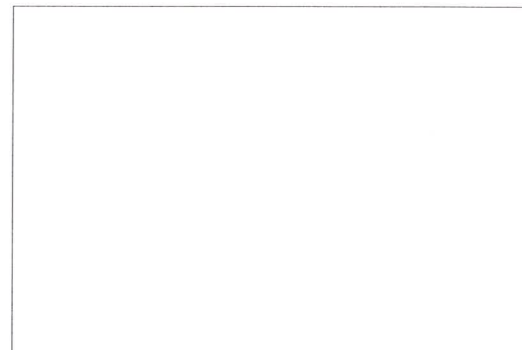
Chisago County Auditor

Date

Presented to the Chisago County Board on _____
Date

Action taken by Chisago County Board on _____
Date

- ☐ Approved as requested
- ☐ Denied
- ☐ Other



Board Approval Stamp

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 15																		
Title of Item for Consideration: Acceptance of Donation – CCSO K9 Program																			
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office																		
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.																			
Background: The United States Police Canine Association, Inc. (USPCA) and the American Kennel Club (AKC) have agreed to form an alliance. One of the benefits of this alliance is the AKC Reunite, Adopt a K-9 Cop matching grant. Our association with AKC allows us to sponsor USPCA members for grants to purchase canines. The total award is for \$7,500.																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Revenue:</td> </tr> <tr> <td style="padding: 5px;">Grant</td> <td style="text-align: right; padding: 5px;">\$ 7,500</td> </tr> <tr> <td style="padding: 5px;">Insurance (Kyro)</td> <td style="text-align: right; padding: 5px;">1,100</td> </tr> <tr> <td></td> <td style="text-align: right; padding: 5px;">8,600</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Expenses:</td> </tr> <tr> <td style="padding: 5px;">Training</td> <td style="text-align: right; padding: 5px;">\$ 34,000</td> </tr> <tr> <td style="padding: 5px;">Equipment</td> <td style="text-align: right; padding: 5px;">3,000</td> </tr> <tr> <td></td> <td style="text-align: right; padding: 5px;">37,000</td> </tr> <tr> <td style="padding: 5px;">Net ARPA Funds</td> <td style="text-align: right; padding: 5px;">\$ (28,400)</td> </tr> </table>		Revenue:		Grant	\$ 7,500	Insurance (Kyro)	1,100		8,600	Expenses:		Training	\$ 34,000	Equipment	3,000		37,000	Net ARPA Funds	\$ (28,400)
Revenue:																			
Grant	\$ 7,500																		
Insurance (Kyro)	1,100																		
	8,600																		
Expenses:																			
Training	\$ 34,000																		
Equipment	3,000																		
	37,000																		
Net ARPA Funds	\$ (28,400)																		
At the June 12th 2024 Budget and Finance Committee and then the June 18th Board of Commissioners meeting, Sheriff Thyen discussed the K-9 program.																			
<u>K-9 Program – CCSO:</u> County Sheriff Thyen discussed how the Sheriff's Office K9 program is down one K9 and another is scheduled to retire in the near future. Sheriff Thyen discussed the current timeline and funding options to fill the current vacancies. <i>The Committee recommended using unallocated ARPA funds to pay the difference of \$28,400 and the Overtime costs associated with getting new K-9s as soon as possible.</i>																			
Attachment(s): • Resolution																			

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution accepting the donation for the Chisago County Sheriff's Office for. The suggested motion to approve is:

"Move to approve the resolution accepting the donation for the Chisago County Sheriff's Office for."

Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donations for the program.

Budget/Financial Implications: There are no budgetary or financial consequences to this the passing of the Resolution.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



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: 24/0702-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;

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

- **\$7,500**

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

Approved: July 2, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 16
Title of Item for Consideration: Out of State Travel Request – Toward Zero Deaths Vehicle Pick Up, Garden City, KS	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: Two deputies need to go down to Holcomb, Kansas to get a new squad vehicle, which will be used for the Towards Zero Deaths program. They will then drive the two vehicles back. Attachment(s): Out-of-State Travel Requests	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel requests for two deputies to pick up a new squad for the Towards Zero Death program in Holcomb, Kansas. The suggested motion is as follows: <i>“Move to approve the out of state travel requests for two deputies to pick up a new squad for the Towards Zero Death program in Holcomb, Kansas.”</i>	
Implications of Action: This will allow Chisago County Sheriff's Office to get a squad car as soon as possible. Budget/Financial Implications: Only requested compensation is for the deputies wages, meals, and mileage. 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 _____

Chisago County Out-of-State Travel Request

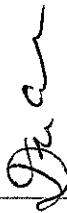
Date Submitted	6/27/2024
Employee Name	TBD
Department	Sheriff's Office
Destination	<u>Holcomb, Kansas</u>
Purpose of Travel	Pick-up a vehicle
Departure Date	TBD
Return Date	TBD
Total Travel Expenses	\$566.50
Supervisor Name (PRINT)	Capt. Derek Anklan
Supervisor's Signature	
County Board Signature	

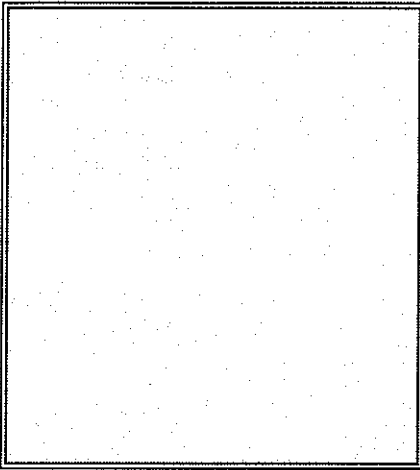
	Date Approved
	Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$0.00
Lodging	Best Western - Garden City, KS		1	\$176.50
Meals	2 days		1	\$90.00
Mileage	1720 Miles Round Trip		1	\$300.00
Grand Total				\$566.50

Chisago County Out-of-State Travel Request

Date Submitted	6/27/2024
Employee Name	TBD
Department	Sheriff's Office
Destination	Holcomb, Kansas
Purpose of Travel	Pick-up a vehicle
Departure Date	TBD
Return Date	TBD
Total Travel Expenses	\$416.50
Supervisor Name (PRINT)	Capt. Derek Anklan
Supervisor's Signature	
County Board Signature	
Date Approved	
Date Approved	



Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$0.00
Lodging	Best Western - Garden City, KS		1	\$176.50
Meals	2 days		1	\$90.00
Mileage	860 Miles Round Trip		1	\$150.00
Grand Total				\$416.50

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 17
Title of Item for Consideration: Funding Source for Payments to Tyler for Enterprise Permitting & Licensing Software from Recorder Technology to Recorder Compliance Fund, effective retroactively to 1/1/2024	
Action Requested by: Karen Long, County Recorder	Department: Recorder's Office
Previous Action on this Matter: In April 2023, the Board approved to pay for this project out of Recorder Technology Fund.	
Background: Recorder Technology Funds should be used only for projects for the benefit of Land Records and Recorder's Office functions, at the discretion of the County Recorder. These funds were erroneously approved out of that fund when they should have been approved out of the Recorder's Compliance Funds. This fund is meant to be used for the benefit of all land services offices for the integration and aggregation of information between them.	
Attachment(s): - Statutes pertaining to the Recorder's Compliance and Technology Funds - List of items to be moved from Technology Fund to Compliance Fund	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve to amend the original motion to take the funds out of Recorder's Technology and instead take them from Recorder's Compliance, the total amount to be moved is \$115,538.75. The suggested motion is as follows:	
<i>"Move to approve changing the funding source for payments to Tyler for Enterprise Permitting and Licensing Software from Recorder Technology to Recorder Compliance Fund, effectively retroactively to 1/1/2024."</i>	
Implications of Action: This will help align expenditures more correctly from their funding source according to MN State Statute.	
Budget/Financial Implications: This will help align expenditures more correctly from their funding source according to MN State Statute.	
Legal/Policy Implications: Future expenditures for projects outside of the Recorder's Office should continue to be funded out of the Recorder's Compliance Fund, reserving the Technology Funds for use by the County Recorder or at their discretion.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:

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

Recorder's Compliance Fund

357.182 COUNTY FEES AND RECORDING STANDARDS FOR RECORDING OF REAL ESTATE DOCUMENTS.

Subd. 7. **Restriction on use of recording fees.** Notwithstanding any law to the contrary, for county budgets adopted after January 1, 2006, each county shall segregate the additional unallocated fee authorized by sections [357.18](#), [508.82](#), and [508A.82](#) from the application of the provisions of chapters 386, 507, 508, and 508A, in an appropriate account. This money is available as authorized by the Board of County Commissioners for supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects. Money remains in the account until expended for any of the authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles.

Recorder's Technology Fund

357.18 COUNTY RECORDER.

§ Subd. 4. **Technology fund.** The \$10 fee collected under subdivision 1, clause (1), shall be deposited in a technology fund for obtaining, maintaining, and updating current technology and equipment to provide services from the record system. The fund shall be disbursed at the county recorder's discretion to provide modern information services from the records system. The fund is a supplemental fund and shall not be construed to diminish the duty of the county governing body to furnish funding for expenses and personnel necessary in the performance of the duties of the office pursuant to section [386.015](#), [subdivision 6](#), paragraph (a), clause (2), and to comply with the requirements of section [357.182](#).

AccountNumber	AccountDescription	VendorName	AuditDate	RecOrWarrN	Amount	TransDescription
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	1/18/2024 0:00	240939	4,900.00	TYLER E-SERV PROJ CONSULTING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	1/18/2024 0:00	240939	800.00	TYLER TECH E-SERVICES
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	2,298.75	TYLER TECH ADDTL LICENSES
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	300.00	E-SERV PROJ B&V CONSULT 1/3/24
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	500.00	E-SERV PROJ B&V CONSULT 1/4/24
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	1,950.00	E-SERV PROJECT 1/12-1/18/2024
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	200.00	TYLER TECH-A & D CONSULTING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	300.00	TYLER TECH-A & D CONSULTING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	800.00	TYLER TECH-B&V CONS 1/5/24
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	600.00	TYLER TECH-B&V CONS 1/8/24
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	300.00	TYLER TECH-B&V CONS 1/9/24
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	500.00	TYLER TECH-B&V CONS 1/11/24
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/8/2024 0:00	241108	300.00	TYLER TECH PROJ MGMT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	2/22/2024 0:00	241287	4,500.00	TYLER TECH E-SERV PERMITTING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	3/7/2024 0:00	241432	300.00	TYLER E SERVICES/PROJ MGMT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	3/7/2024 0:00	241432	4,300.00	TYLER E SERVICES/A & D CONSULT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	3/21/2024 0:00	241561	16,028.00	TYLER IMPLEMENTATION SERV
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	3/21/2024 0:00	241561	1,200.00	TYLER CONSULTING SERV
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	3,500.00	TYLER I & P CONSULTING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	45,762.00	TYLER- PERMITTING & LICENSING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	1,600.00	TYLER- A&D CONSULTING/PROJ MGT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	1,400.00	TYLER TECH PROJ MGMT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	5,700.00	TYLER TECH A&D CONSULT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	1,900.00	TYLER- A&D CONSULTING/PROJ MGT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	500.00	TYLER TECH B&B CONSULTING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	700.00	TYLER A&D CONSULTING/PROJ MGT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	400.00	TYLER A&D CONSULTING
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	1,800.00	TYLER A&D CONSULTING/PROJ MGT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	4/18/2024 0:00	241814	800.00	TYLER A&D CONSULTING/PROJ MGT
01-103-000-0000-6898	Budget Adjustment Technology	MN COUNTIES COMPUTER COOPERATIVE	5/2/2024 0:00	241947	11,400.00	TYLER- EP & L PROJECT
		Total to be paid out of Compliance rather than Technology Fund			\$ 115,538.75	

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 18
Title of Item for Consideration: Contract with Chisago Soil and Water Conservation District – Noxious Weed Management	
Action Requested by: Joe Triplett, P.E.	Department: Public Works Department
Previous Action on this Matter: None	
Background: Chisago Soil and Water Conservation District (SWCD) and Chisago County Public Works and Environmental Services departments are looking to continue their partnership to manage noxious weeds in the County right of way. SWCD has obtained a grant from the Board of Soil and Water Resources to aid in this effort and this agreement outlines duties and expectations. Attachment(s): Agreement	
Action Requested/Recommended: The County Board is respectfully requested to approve the agreement between the County and the SWCD for noxious weed management in the County right of way. The following motion is recommended: <i>“move to approve the contract with the Soil and Water Conservation District for noxious weed management in the County right of way.”</i>	
Implications of Action: Board approval at tonight’s meeting will allow the Public Works and Environmental Services departments and SWCD to work together on this project. Budget/Financial Implications: The grant does require a match, however, Public Works will more than provide this match in our regular duties. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the contract as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT BETWEEN CHISAGO COUNTY AND CHISAGO SOIL AND WATER CONSERVATION DISTRICT

1 Parties

This AGREEMENT is made and entered into by and between the CHISAGO SOIL AND WATER CONSERVATION DISTRICT, a subdivision of state government organized under MN Statute 103C with a regular place of business at 38814 Third Avenue North Branch, MN 55056 hereinafter referred to as the SWCD, and CHISAGO COUNTY with a regular place of business at 313 N. Main Street Center City, MN 55012 hereinafter referred to as the COUNTY.

2 Purpose

This Agreement sets forth the professional services to be provided by the COUNTY (Public Works and Environmental Services Departments) to the SWCD for the Cooperative Weed Management Area Grant Work Plan (see attached), hereinafter referred to as the WORK PLAN, which is incorporated into this Agreement by reference.

3 Term

- 3.1 **Effective date:** Upon the date of contract execution by both parties. Activity must be completed between June 1, 2024 and December 31, 2025. Expenses incurred outside of these dates are not eligible for reimbursement.
- 3.2 **Expiration date:** December 31, 2025.
- 3.3 **Early termination.**
 - 3.3.1 SWCD may terminate this Agreement at its convenience by a written termination notice stating specifically what prior authorized or additional tasks and services it requires the COUNTY to complete. The COUNTY will receive full compensation for all authorized work performed, except that the COUNTY will not be compensated for any part performance of a specified task or service if termination is due to the COUNTY's breach of this agreement.
 - 3.3.2 The COUNTY may terminate this agreement or portion thereof at any time with 30 days written notice, or shorter time if mutually agreed. Both parties are responsible for their respective duties through the date of termination.
- 3.4 **Survival of terms.** The following clauses survive the expiration or cancellation of this agreement: publicity, liability, disposition of work products, employees.

4 SWCD Duties

- 4.1 Compensate the COUNTY per this Agreement on a lump-sum basis. Compensation to the COUNTY shall not exceed \$13,000.00 per the BWSR approved work plan (Grant ID C24-0103, Chisago County CWMA Management Plan Implementation grant). The financial obligation of the SWCD to compensate the COUNTY is limited to sums awarded to SWCD under the Cooperative Weed Management Area Grant and any monetary match required by SWCD as provided in the Cooperative Weed Management Area Grant Agreement, if any. The County must provide the SWCD an itemized invoice and staff time must be billed consistent with billing rate as provided for under appropriate grant administration provisions.

5 COUNTY Duties

- 5.1 Carry out the tasks outlined for the roles of COUNTY Staff in the WORK PLAN in a timely manner. Only appropriate expenses associated with assigned tasks are compensated under this Agreement.
- 5.2 Follow Project coordination of the SWCD.
- 5.3 Maintain detailed accounting of all hours, financial transactions and in-kind contributions.
- 5.4 Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:
 - 5.4.1 Invoicing SWCD at hourly rates allowable in the “Determining a Billing Rate” section.
 - 5.4.2 Documenting expenses according to the “Time and Effort Documentation” section.
- 5.5 Invoice only for expenses allowed under the WORK PLAN or future modifications of that document.
- 5.6 Annually, or otherwise when requested, provide work progress reports to SWCD. Work progress reports must be organized by tasks as specified by SWCD to facilitate reporting to the State. All data and information provided in these reports shall be considered public.
- 5.7 Provide a minimum of \$1,500 of in-kind contributions, as outlined in the WORK PLAN.

6 Disbursement of Compensation

- 6.1 The COUNTY will invoice the SWCD no more frequently than monthly. Payments will be considered at SWCD board meetings.
- 6.2 All payments not disputed in good faith shall be made within 35 days of receipt of invoice.
- 6.3 This is a lump sum “to not exceed” contract. Expenses for each task may vary from the contacted amount, however the total compensation must not exceed the agreed upon total amount.

7 Subcontracts

The COUNTY shall not assign, subcontract or transfer any obligation or interest in the Agreement without the consent of SWCD and pursuant to any conditions.

8 Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this Agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party’s rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party’s consent or approval to any subsequent similar act by the other.

9 Publicity

Any publicity regarding the subject matter of this Agreement must identify the MN Board of Water and Soil Resources as a sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices.

10 Liability

Each party will be responsible for its own acts and behaviors and the results thereof. The COUNTY's liability is governed by the Municipal Tor Claims Act, Minn. Stat. 466.02 (and if the State is a Party, the State's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. 3.736). No Party will be responsible for the acts of the other within the meaning of Minnesota Stat. 471.59, Subd. 1a.

11 Disposition of Work Products

- 11.1 At the time of completion or termination of the work, the COUNTY shall make available to the SWCD and the MN Board of Water and Soil Resources, on request, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the project. Except as required to fulfill grant agreement requirements, reproduction costs will be the responsibility of the requesting party.
- 11.2 Under Minn. Stat. section 16C.05, the COUNTY's books, records, documents and accounting procedures and practices relevant to the project are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this Agreement.
- 11.3 All data and information obtained by the COUNTY in the performance of the work herein may be kept and used by the COUNTY at its discretion to the benefit of the public. Neither party will make any intellectual property claim with respect to the data and information.

12 Employees

- 12.1 Nothing herein contained is intended or should be construed to constitute the COUNTY as the agent, representative, or employee of SWCD. Personnel performing Services on behalf of the COUNTY or a subcontractor will not be considered employees of SWCD and will not be entitled to any compensation, rights or benefits of any kind from SWCD.
- 12.2 COUNTY shall maintain compliance with Minn. Stat 176.181, subd. 2, pertaining to worker's compensation insurance coverage.
- 12.3 COUNTY and the SWCD agree to abide by the applicable requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to termination of this Agreement.

13 Alterations

Any alterations, variations, modifications or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing and duly signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year signed below.

CHISAGO COUNTY

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

Date: _____

Witnessed: _____
Clerk to the Board

Date: _____

CHISAGO SWCD

By: _____
Chair of the Board
Chisago Soil and Water Conservation District

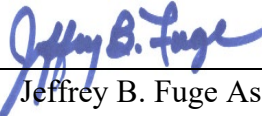
Date: _____

Witnessed: _____
District Administrator

Date: _____

Reviewed/Approved as to form:

JANET REITER
COUNTY ATTORNEY

By:  _____
Jeffrey B. Fuge Assistant County Attorney

Date: June 20, 2024



**FY 2024 and FY 2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
COOPERATIVE WEED MANAGEMENT AREA PROGRAM
GRANT AGREEMENT**

Vendor:	0000202490
PO#:	3000017280

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Chisago SWCD, 38814 Third Ave, North Branch MN 55056 (Grantee).

Grant ID	Grant Title	Awarded Amt
C24-0103	Chisago County CWMA Management Plan Implementation	\$15,000.00

Total Grant Awarded: \$15,000.00

Recitals

1. Laws of Minnesota 2023, Chapter 60, Article 1, Section 4(c)(2) appropriated funds to the Board for the FY 2024 and 2025 Cooperative Weed Management Area Grants.
2. The Board adopted Board Order #24-22 to authorize and allocate funds for the FY 2024 and 2025 Cooperative Weed Management Area Grants.
3. The Grantee has submitted a BWSR-approved work plan for this Program which is incorporated into this Grant Agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE District Administrator
ADDRESS 38814 Third Ave
CITY North Branch
TELEPHONE NUMBER 651-674-2333

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2025** or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2026, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. Once the final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.6. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, Conservation Contracts Policy, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.

6. **Assignment, Amendments, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **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 Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt

and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. 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.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, 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.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board 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. 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.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Intellectual Property Rights.

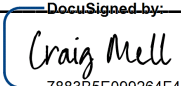
The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

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

Approved:

Chisago SWCD

Craig Mell

By: DocuSigned by:

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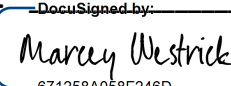
 (signature)

Title: District Administrator

Date: 5/14/2024

Board of Water and Soil Resources

Marcey Westrick

By: DocuSigned by:

 671258A058F246D...

 (signature)

Title: Central Region Manager

Date: 5/21/2024



Grant Work Plan

Cooperative Weed Mgmt. 2024

Grant Title: Chisago County CWMA Management Plan Implementation

Grant ID: C24-0103

Grantee: Chisago SWCD

Fiscal Agent: Chisago SWCD

Grant Day-to-Day Contact: Craig Mell

Grant Award (\$): \$15,000.00

Required Match (%): 10

Required Match (\$): \$1,500.00

Grant Execution Date: 05/21/2024

Grant End Date: 12/31/2025

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$15,000.00	\$0.00	\$15,000.00
Match Funds	\$1,500.00	\$0.00	\$1,500.00
Other Funds	\$0.00	\$0.00	\$0.00
Total	\$16,500.00	\$0.00	\$16,500.00

*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

Budget Details

Activity Name	Category	Source Type	Source Description	Budgeted	Spent	Balance Remaining	Match Fund?
C24-0103 Administration	Administration/Coordination	Current State Grant	Chisago County CWMA Management Plan Implementation	\$1,000.00		\$1,000.00	N
C24-0103 Weed Mapping	Inventory/Mapping	Local Fund	Match	\$500.00		\$500.00	Y
C24-0103 Weed	Inventory/Mapping	Current State Grant	Chisago County CWMA Management	\$4,000.00		\$4,000.00	N

<i>Activity Name</i>	<i>Category</i>	<i>Source Type</i>	<i>Source Description</i>	<i>Budgeted</i>	<i>Spent</i>	<i>Balance Remaining</i>	<i>Match Fund?</i>
Mapping			Plan Implementation				
C24-0103 Treatment	Non-Structural Management Practices	Local Fund	Match	\$1,000.00		\$1,000.00	Y
C24-0103 Treatment	Non-Structural Management Practices	Current State Grant	Chisago County CWMA Management Plan Implementation	\$10,000.00		\$10,000.00	N

Grant Activities

Activity Name: C24-0103 Administration						
Activity Category: Administration/Coordination					Staff time?: Yes	
Description: Conduct administrative activities, partner contract development, reporting progress at board meetings, eLink reporting, etc. Craig Mell will be responsible for budget tracking, processing reimbursement checks, and reporting grant progress to SWCD Board. Jacquelynn Olson will be responsible for grant reporting activities, including reporting in eLink.						
Budget Details						
Source Type	Source Description	Budgeted	Spent	Balance Remaining	Last Transaction Date	Match Fund?
Current State Grant	Chisago County CWMA Management Plan Implementation	\$1,000.00		\$1,000.00		N

Activity Name: C24-0103 Treatment

Activity Category: Non-Structural Management Practices

Staff time?: Yes

Description: This activity has a goal of accomplishing approximately 50 miles of herbicide treatment for eradicate and control noxious. Chisago SWCD will work with Chisago County to coordinate treatment timing and methods in a way to minimize impact on native vegetation and wildlife habitat. A schedule of mowing and spraying will be determined based on the new EDDMapS data collected and implemented based on monitoring and the actual environmental conditions of the season. This falls under Policy 1 of the CWMA Management Plan, Commitment to use Integrated Pest Management (IPM). “Principals of the IPM system will be followed for management of noxious weeds. Each infestation will be evaluated based on location, species, impact non-target plants and animals, season, safety, and any other factors of importance. The actual control method to be used on each infestation will be determined based on recommendations from the Minnesota Department of Agriculture and the University of Minnesota. Pesticide application will be in accordance with label instructions and all safety precautions specified in the material safety data sheets (MSDS) will be followed.” As a pollinator-friendly county, established by the Board of Commissioners in 2016, Chisago County CWMA takes the effect of treatments to pollinator species very seriously. Timing and method of noxious weed treatment will always be tailored to minimize the impact to pollinators. Work completed by partners will be reported to Chisago SWCD for invoicing and reporting in eLink.

Budget Details						
Source Type	Source Description	Budgeted	Spent	Balance Remaining	Last Transaction Date	Match Fund?
Current State Grant	Chisago County CWMA Management Plan Implementation	\$10,000.00		\$10,000.00		N
Local Fund	Match	\$1,000.00		\$1,000.00		Y

Activity Name: C24-0103 Weed Mapping

Activity Category: Inventory/Mapping Staff time?: Yes

Description: Staff from both partners will update wild parsnip surveys already completed via EDDMapS to update population location, size and density. This updated inventory will also include any other eradicate or control species located in Chisago County, such as round leaf bittersweet and black swallow wort. Chisago County Ag Inspector will survey the southern half of Chisago County and gravel pits. Jacquelynn Olson will survey the northern half of Chisago County. County Partners will report completed work to Chisago SWCD for invoicing and reporting.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Chisago County CWMA Management Plan Implementation	\$4,000.00		\$4,000.00		N
Local Fund	Match	\$500.00		\$500.00		Y

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 19
Title of Item for Consideration: Additional Funds for Rush City Shop Tank Removal – ARPA	
Action Requested by: Chase Burnham, County Administrator	Department: Administration Office
Previous Action on this Matter: In April 2023, the Board approved to pay for this project out of Recorder Technology Fund.	
Background: At the February 21st, 2024 Board of Commissioner’s meeting, the Board of Commissioners directed the County Engineer to seek the cost to remove the fuel tank from the Rush City Garage property. County Engineer Triplett reached out to AET, and AET has determined that the cost to remove the tank would be <u>\$6,375.00</u>. Additional funding of <u>\$3,989</u> is needed for the fuel tank removal at the Rush City Maintenance Garage. Tank Removal was approved at the March meeting to be paid with ARPA for \$6,375, attached is the original quote and the invoice. Attachment(s): - March 13th 2024 Budget and Finance Cover Memo - Invoice from American Engineering Testing (AET)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve to paying the remaining \$3,989 to AET for the Rush City Garage Tank Removal project from the remaining Administration ARPA funds. The suggested motion is as follows: <i>“Move to approve to paying the remaining \$3,989 to AET for the Rush City Garage Tank Removal project from the remaining Administration ARPA funds.”</i>	
Implications of Action: By approving payment of the invoice to AET, the Rush City Tank removal project will be completed. Budget/Financial Implications: An additional \$3,989 is needed to pay the invoice to finish the Rush City Shop Tank Removal project. The County Administrator recommends paying from the remaining ARPA funds. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Rush City Shop Sale

March 13th, 2024

The City of Rush City has approached the County and Public Works Director about the sale of the Chisago County Maintenance Garage in Rush City.

There is currently a 99-year land lease agreement between the City and County so the County could build the proposed Highway Maintenance Shop. This agreement was signed in 1984.

The shop is located at 51533 Forest Boulevard, Rush City, MN 55069. It is 2,160 s.f. (36' x 60') and was built in 1984.

Estimated Market Value: \$94,000 Date of Valuation May 31, 2023

At the February 21st, 2024, the Board of Commissioners directed the County Engineer to seek the cost to remove the fuel tank on the property.

County Engineer Triplett reached out to AET, and AET has determined that the cost to remove the tank would be **\$6,375.00**.

Attachment

- AET Quote



INVOICE

Invoice # INV-196860
Invoice Date: 6/19/2024
Due Date: 7/19/2024

Working Together to Build a More Certain World

Bill To:

Chisago County Public Works Dept.
313 N Main Street
Room 400
Center City, MN 55012
US

RECEIVED

JUN 24 2024

Customer Contact: Joe Triplett
Customer Project No.: N/A
Customer P.O.: N/A

Chisago County Public Works

Project Manager	Project Number/Name	AET Contract ID	Account Number
Dennis McComas	P-0031545 - Rush City Maintenance Garage Diesel UST	PCI-0028428	CUS-020797

Comments: See Attached Itemization

INVOICE SUMMARY		TOTAL
SUBTOTAL		\$10,364.14
TAX		\$0.00
TOTAL DUE (USD)		\$10,364.14

VENDOR # _____ OK'D _____
ACCT # _____ AMT _____
ACCT # _____ AMT _____

APPROVED _____
PAYABLE DATE _____
WARRANT # _____

Questions or to make a payment for this invoice, Contact Us: 651.603.6610 or billinggroup@teamaet.com

RECEIVED

JUN 26 2024

Overnight Payment Address
American Engineering Testing, Inc.
Attn: Accounts Receivable
550 Cleveland Avenue North
St. Paul, MN 55114

ACCOUNTS PAYABLE

Remittance Address
American Engineering Testing, Inc.
Lockbox #170023
PO Box 1691
Minneapolis, MN 55480-1691

American Engineering Testing, Inc.
Telephone: 651.659.9001 | www.teamaet.com | Tax ID: 41-0977521
To Make ACH Payments | Routing Number: 091310521 | Account No. 6521432929

ITEMIZATION

AET Project Number/P.O Number

P-0031545

Service Dates

4/22/2024 to 6/10/2024



Task	Quantity	Unit Desc.	Description	Unit Price	Amount
1. Fees, Lab Costs, and Equipment					
		Day	Photoionization Detector	\$130.00	
	1.00	Lump Sum	Eurofins Soil Lab Fees	\$250.70	\$250.70
	120.00	Miles	Mileage to and From Site	\$1.30	\$156.00
	1.00	Lump Sum	Zahl Petroleum Fees	\$8,174.94	\$8,174.94
2. Time Incurred on Project					
	1.50	hour	Scientist Level III	\$220.00	\$330.00
	0.50	hour	Administrative Assistant	\$85.00	\$42.50
	5.00	hour	Scientist Level II	\$190.00	\$950.00
	4.00	hour	Technician Level II	\$115.00	\$460.00
Subtotal	Contract Budget				\$10,400.00
	Past Invoiced Amount				\$0.00
	This Invoice Amount				\$10,364.14
	Tax				\$0.00
TOTAL					\$10,364.14
Budget Remaining					\$35.86



Environment Testing

Invoice No.	3100138326	Invoice Date	April 29, 2024
Terms	Net 30 days	Federal Tax ID	87-3256247
Remit to	Eurofins Environment Testing North Central, LLC, PO BOX 3178, Carol Stream, IL 60132-3178		
Wire	Citibank ABA: 031100209 Acct# 54077767 SWIFT Code: CITIUS33		
ACH	Citibank ABA: 031100209 Acct# 54077767 SWIFT Code: CITIUS33		

Bill to:
American Engineering Testing Inc Attn: Accounts Payable 550 Cleveland Ave N St Paul, MN 55114

Ship to:
American Engineering Testing Inc. 550 Cleveland Ave. North St. Paul, MN 55114

P.O. Number	W.O. Number	Contract Number	Work Ordered by
P-0031545			Dennis McComas
Job Description	Site Name	SDG Number	Invoice Contact
See below		P-0031545	Accounts Payable

Job No.	Job Description	Receipt Date	Quantity	Unit Price	Amount
	Method/Test Description				
J279624-1	Rush City Maintenance Garage Diesel	04/24/2024			
	8260D - BTEX		3.00	40.00	120.00
	Moisture - Percent Moisture		2.00	3.00	6.00
	WI-DRO - Wisconsin DRO (C10-C28)		2.00	37.00	74.00
	Safe and Environmentally Responsible Waste Management (per sample)		3.00	6.00	18.00
Project Number		Client Number	Project Manager	Subtotal (USD)	\$218.00
31017046		3198	Zach Bindert		
Latest Sample Receipt Date		Latest Report Date	Phone Number	Total (USD)	\$218.00
04/24/2024		04/29/2024	(319) 277-2401		

For proper credit, please include invoice number on all remittance.

Eurofins Cedar Falls - 3019 Venture Way, Cedar Falls, IA 50613

This invoice falls under Eurofins North Central Standard T&C's of Net 30 Days unless superseded by another valid contract vehicle in place at the time these services were rendered.

Chisago County Board of Commissioners
July 2nd 2024



Quality Sales, Service, and Installation of Petroleum Equipment Since 1952
 DIV. OF DAN LARSON ENTERPRISES, INC.
 3101 SPRING STREET NORTHEAST • MINNEAPOLIS, MINNESOTA 55413
 Phone: (612) 331-8550 • (800) 462-5336
 www.zahl-pmc.com

p-0031545 per dennis mccomas

INVOICE: 0209143

Invoice Date : 04/30/2024
Service Order No : 504617
Division : ZPMC
Page : 1 of 2

Bill To : AMER550

Location : AMER550

AMERICAN ENGINEERING TESTING, INC
 550 CLEVELAND AVE N
 SAINT PAUL, MN 55114-1804
 Phone :

CHISAGO COUNTY PUBLIC WORKS
 51533 FOREST BLVD
 RUSH CITY, MN 55069
 Phone :

Authorized	Terms	Due Date	Customer PO
DENNIS	NET 30 DAYS	05/30/2024	P-0031545

Service Requested:

REMOVE 1-500 GALLON TANK AND BACKFILL.

DEDUCT \$150.00 IF USING OWNERS DIRT.(SEE PROPOSAL). PREVAILING WAGE INSTALL

Service Performed:

Original quote was for \$4153.00 to remove a 550 gallon tank but due to tank being a 2000 gallon tank, there was is additional labor and equipment costs along with the tank having 1752 gallons of fuel, water and sludge and was prevailing wage which was not indicated to us.

Deduct for using owners soils for backfilling -\$150.00

Description	Qty	Unit	Amount
VAC TRUCK PER HALF HOUR	1	67.50	67.50
TAMPER PER DAY	1	200.00	200.00
FUEL OIL DISPOSAL PER GALLON	100	1.00	100.00
SLUDGE DISPOSAL PER GAL	100	4.00	400.00
PREV LABOR	12	40.00	480.00
WATER DISPOSAL PER GALLON	1552	0.75	1,164.00
VAC TRUCK PER HOUR RATE	4	135.00	540.00
QUAD AXLE DUMP TRUCK PER HOUR	4	117.00	468.00
PREV DUMP TRUCK	4	6.00	24.00
PREV VAC	45	4.00	180.00
MINI EXCAVATOR PER HOUR	6	140.00	840.00
PREV BOBCAT	6	43.48	260.88



Invoice Date : 04/30/2024
Service Order No : 504617
Division : ZPMC
Page : 2 of 2

CHISAGO COUNTY PUBLIC WORKS
51533 FOREST BLVD
RUSH CITY, MN 55069
Phone :

Material Subtotal:	4,724.38
Labor Subtotal:	1,158.00
TRIP CHARGE:	100.00
MILEAGE:	1,000.00
ENVIROMENTAL:	30.00
Subtotal:	7,012.38
Sales Tax:	96.26
Total:	7,108.64
Paid:	0.00
Balance Due:	7,108.64

Chisago County Request For Board Action

Meeting Date: March 20, 2024	Item Number: 20
Title of Item for Consideration: William Stegmeir & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz Final Plat of Stegmeir Oaks Phase 2	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Final Plat of Stegmeir Oaks Phase 2 was reviewed by the Planning Commission on March 1, 2024 and approved by the County Board on March 20, 2024.	
Background: William Stegmeir & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz are requesting FinalPlat approval of Stegmeir Oaks Phase 2. The subject 19.9 acre property is proposed to be divided into two 9.95± acre lots. The property is generally located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street in Amador Township, parcel ID 01.00252.00 The Final Plat submitted on June 21, 2024, generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. A resolution of the Board of Commissioners consistent with that of approval of the Final Plat is presented for Board consideration. Attachments: • Draft Resolution of Approval • Final Plat of Stegmeir Oaks Phase 2 (original full copy provided at the meeting)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Stegmeir Oaks Phase 2 Final Plat. The recommended motion is as follows: <i>“Move to Approve Resolution No. 24/0702-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Stegmeir Oaks Phase 2 located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street (PID 01.00252.00) in Amador Township”</i>	
Implications of Action – Recommended Board action grants approval of the Stegmeir Oaks Phase 2 Final Plat as presented. Upon recording, the final plat process will be complete. Budget/Financial Implications: None. Legal/Policy Implications: Pursuant to the Chisago County Subdivision Ordinance, Section 3.06, the County Attorney’s Office has reviewed the application for final plat and the title opinion received of the applicant’s attorney dated April 10, 2024. It is the opinion of the County Attorney’s Office that the title opinion submitted with the application for final plat is sufficient title evidence, both in substance and to time, as required by the Subdivision Ordinance. Based upon a review of the title opinion, it is the opinion of the County Attorney’s Office that the title opinion satisfactorily demonstrates that fee title to the platted property is vested in the name of the William Stegmeir and Victoria Stegmeir and that the application for final plat was made by Megan Stegmeir and Sierra Stukenholtz, as subdivider pursuant to express written authorization of William Stegmeir and Victoria Stegmeir.	

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



Office of the Chisago County Attorney
Janet Reiter, County Attorney

313 North Main Street, Suite 373
Center City, MN 55012
Phone (651) 213-8400
Facsimile (651) 213-8401

June 26, 2024

LEGAL OPINION MEMO

To: Marlys Dunne, Chairperson
Chisago County Board of Commissioners

From: Jeffrey B. Fuge, Assistant County Attorney *JBF*

Re: Review of Final Plat – Final Plat of Stegmeir Oaks Phase 2
Fee Title Owner: William Stegmeir and Victoria Stegmeir
Applicant/Subdivider: Megan Stegmeir and Sierra Stukenholtz
Subdivision Ordinance, section 3.07

Madam Chairperson:

The County Attorney's Office provides this legal opinion memo to the County Board of Commissioners with respect to the approval of the Final Plat of Stegmeir Oaks Phase 2. The consideration of this matter has been placed on the agenda for the meeting of July 2, 2024.

The legal opinion memo provides the statement required by Section 3.07 ii. 3. of the Chisago County Subdivision Ordinance as part of the final plat review and approval process. Said provision requires the County Attorney's Office to review submitted title evidence for sufficiency and to issue a statement as to whether fee simple title to the properties platted, in this instance, as the Final Plat of Stegmeir Oaks Phase 2, are in the name of the applicant/subdivider or in the name of the owner on whose behalf the application is made.

The County Attorney's Office has reviewed the pending application for final plat and the title opinion received of the applicant's attorney dated April 10, 2024. It is the opinion of the County Attorney's Office that the title opinion submitted with the application for final plat is sufficient title evidence, both in substance and to time, as required by the Subdivision Ordinance. Based upon a review of the title opinion, it is the opinion of the County Attorney's Office that the title opinion satisfactorily demonstrates that fee title to the platted property is vested in the name of the William Stegmeir and Victoria Stegmeir and that the application for final plat was made by Megan Stegmeir and Sierra Stukenholtz, as subdivider, pursuant to express written authorization of William Stegmeir and Victoria Stegmeir.

A copy of this memo is provided to the Environmental Services Department with instructions to place the same on file.

cc: Beth Gervais, Land Services Coordinator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0702- _____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF STEGMEIR OAKS PHASE 2

WHEREAS, property owners William Stegmeir & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz submitted a request for the Final Plat of Stegmeir Oaks Phase 2 on June 21, 2024; and

WHEREAS, the property owners and applicants desire to create two 9.95± acre lots from the 19.90± acre subject site; and

WHEREAS, the subject site is generally located east of Oriole Avenue / CR 70 and west of Quinlan Avenue on the north side of 392nd Street in Amador Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 01.00252.00

The Northeast Quarter of the Southwest Quarter of Section 13, except the East Half of the East Half of the Northeast Quarter of the Southwest Quarter, Section 13, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Stegmeir Oaks Phase 2 was recommended for approval by the Planning Commission on March 7, 2024 and approved by the Board of Commissioners on March 20, 2024; and

WHEREAS, the Final Plat submitted on June 21, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the Chisago County Attorney's Office has reviewed the pending application for Final Plat and the title opinion received of the applicant's attorney dated April 10, 2024, and the Attorney's Office has provided a legal opinion that the title opinion satisfactorily demonstrates that fee title to the platted property is vested in the name of William Stegmeir and Victoria Stegmeir and that the application for Final Plat was made by Megan Stegmeir and Sierra Stukenholtz, as subdivider pursuant to express written authorization of William Stegmeir and Victoria Stegmeir.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Stegmeir Oaks Phase 2, subject to the following conditions:

1. The Final Plat is approved as submitted on June 21, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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: July 2, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: July 2, 2024	Item Number: 21
Title of Item for Consideration: Memorandum of Agreement with Minnesota Off-Road Cyclists (MORC)	
Action Requested by: Kurt Schneider, Environmental Services Director	Department: Environmental Services / Parks Division
Previous Action on this Matter: The County authorized Pathfinder Trail Builders to design and construct a 3.2-mile single-track mountain bike course at Ki-Chi Saga County Park on April 19, 2023. On November 13, 2023, the construction began and was completed in spring of 2024.	
Background: The approximate 3.2-mile Mountain Bike Trail at Ki-Chi Saga County Park is providing another great opportunity for bike enthusiasts, citizens, and visitors to enjoy the Chisago County Parks System. Minnesota Off-Road Cyclist (MORC) is a 501(c)(3) nonprofit organization that partners with area land managers to enhance mountain biking in the Twin Cities metro area for all riders. County staff has been successful in recruiting MORC to the area and they're committed to adopt and offer services to Chisago County and the Ki-Chi-Saga park mountain bike course. A Memorandum of Agreement with Minnesota Off-Road Cyclist (MORC) to supply maintenance services and route inspections is necessary to keep the trail in pristine condition. MORC has provided these same great services with other communities throughout the metropolitan area with great success. The services provided are detailed in the Memorandum of Agreement. Staff recommends proceeding with MORC in the successful implementation of this agreement. Attachments: • Memorandum of Agreement-Draft • Map of Single-track Mountain Bike Course • Map of Minnesota Off-Road Cyclist Managed Trails • Partners-Minnesota Off-Road Cyclist (MORC)	
Action Requested/Recommended: The Chisago County Board of Commissioners is respectfully requested to approve a Memorandum of Agreement with Minnesota Off-Road Cyclists. The suggested motion to approve this action is as follows: <i>“Move to approve the Memorandum of Agreement with Minnesota Off-Road Cyclists (MORC) for Maintenance and Services at Ki-Chi Saga Park Single-Track Mountain Bike Course Subject To County Attorney Review and Approval as to Form”</i>	
Implications of Action: Minnesota Off-Road Cyclist (MORC) will proceed with the preparation and implementation of the agreement following Chisago County Board approval. Budget/Financial Implications: There will be no direct financial implication of this agreement other than supplying necessary tools to complete the regular maintenance activities. Legal/Policy Implications: Subject to Chisago County Attorney's review as to form.	

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

MEMORANDUM OF AGREEMENT

BETWEEN THE

Chisago County Parks, MN

AND THE

MINNESOTA OFF-ROAD CYCLISTS

***Ki-Chi Saga County Park * Singletrack Mountain Bike Trail**

INTRODUCTION AND PURPOSE

Chisago County and the Minnesota Off-Road Cyclists (MORC) are interested in promoting mountain biking as an outdoor recreation and fitness activity and in developing and maintaining quality trails for cyclists of all ability levels at the Ki-Chi Saga Park.

This memorandum identifies specific projects, including the design and construction of technical mountain bike trail features, trail maintenance, and trail patrol activities, which MORC volunteers have agreed to provide as service to Chisago County, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of Chisago County.

SCOPE OF THE AGREEMENT

Ownership of Improvements

All improvements, constructed on Chisago County lands, shall be, and remain the property of Chisago County. All materials, including records, data, and other information acquired, developed or documented under this MOA shall be the property of the originating party, unless otherwise mutually agreed upon by both parties.

Term of Agreement

The term of this MOA shall start [INSERT DATE], and thereafter will continue unless terminated by either party.

MORC Volunteers

Volunteers assigned to work under this agreement at Ki-Chi Saga Park are volunteers of MORC and are covered under the policies and procedures of MORC in relation to volunteer organization and management. Volunteers are not employees of or individual volunteers of Chisago County, however they will receive training enabling them to represent the relationship between MORC and Chisago County.

MORC Responsibilities

1. Provide technical support to Chisago County in determining the location and design of technical features for the Mountain Bike Trail, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.
2. Provide and supervise volunteers in the construction of approved technical features and alignment changes.
 - Utilize tools owned by MORC, or tools owned by Chisago County that may be made available by the designated Chisago County Parks and Grounds Maintenance Supervisor.
 - Technical features and alignment changes must conform to IMBA guidelines and Chisago County approved designs.
 - Train and supervise volunteers in appropriate construction techniques in accordance with IMBA guidelines.
 - Identify a crew leader and submit name to the designated Chisago County Parks and Grounds Maintenance Supervisor.
 - Coordinate work schedule and on-site public notification, when needed, with the designated Parks and Grounds Maintenance Supervisor.
 - MORC volunteers may use bikes in the on-site planning and testing of technical features prior to official trail opening as coordinated with the Parks and Grounds Maintenance Supervisor.
3. Provide volunteers to assist with the inspection and hand-work maintenance of the trail.
 - Seasonally submit to Chisago County for approval a schedule identifying minimum timetable for trail observation/inspection.
 - Ensure that all volunteers have received training in trail inspection and maintenance responsibilities as well as an orientation to Chisago County Parks.
 - MORC volunteers are authorized to sculpt and/or remove downed trees found on the trail tread.
 - Perform routine maintenance activities. In the event that MORC is unable to safely and promptly address an identified issue that may create an unsafe situation, the MORC volunteer should notify the Chisago County Parks and Grounds Maintenance Supervisor.
4. Use of Chainsaws and Tree Removal by MORC Volunteers.
 - Only individuals who have been designated as “chainsaw operators” will be allowed to operate chainsaws on Chisago County properties. Such designation will only be granted to individuals who have received training in the safe and proper use of chainsaws.
 - No live standing trees of native species over 4 inches in diameter will be cut without first receiving approval from the designated Parks and Grounds Maintenance Supervisor.

- Brush and small trees that are cut should be scattered at least 10 feet off the trail and lopped up so that no portion extends more than 3 feet above the ground.
 - Large trees up to 12 inches in diameter that fall across the trail may be cut to clear passage for the bike trail but the remaining portions of the trees should be left in place provided it's safe to do so.
 - MORC shall notify the Parks and Grounds Maintenance Supervisor when there are fallen trees greater than 12 inches in diameter that need to be cleared from the bike trail. Chisago County Parks crews will be responsible for clearing such trees.
5. Provide and supervise volunteers for the purpose of winter trail grooming, maintenance, and inspection.
 - Routine trail inspection and maintenance shall be conducted during the winter season under the same guidelines specified by the MOA for summer season.
 - Develop, implement and evaluate winter trail grooming techniques and equipment.
 - Train and supervise volunteers in appropriate trail grooming techniques in accordance with MORC guidelines for winter trail use.
 - Identify a crew leader(s) for winter grooming who will maintain timely communication with the designated Chisago County Parks and Grounds Maintenance Supervisor.
 6. Work with Chisago County in developing a routine inspection log report sheet for use by volunteers for the regularly scheduled inspections that will identify desired items for inspection and implement the use of this report sheet in the regular inspection of trails.
 - Copies of reports should be submitted to the Parks and Grounds Maintenance Supervisor.
 7. Prior to making any trail alignment changes, submit recommendations to the Chisago County for any significant trail alignment changes that may contemplated by MORC in carrying out the volunteer duties as outlined in the MOA. Changes that do not need Chisago County approval are within 10 feet of the existing trail centerline and shorter 50 feet in length. Any planned reroute within 20 feet of a wetland will require Chisago County approval.
 8. Recommend to Chisago County for consideration the types, location and language for trail directional, cautionary and informational signs and install (if requested by Chisago County).
 9. A designated MORC representative(s) may make recommendations to the Parks and Grounds Maintenance Supervisor as to when to close and re-open trails due to poor conditions or other unforeseen circumstances observed during trail patrol or maintenance activities.

10. Provide trail patrol volunteers (Ambassadors) as an optional service to assist in monitoring trail activities and providing assistance to trail users.

- MORC may provide volunteers identified and trained by MORC as trail patrollers to ride and monitor the trail.
- Trail patrollers can offer assistance to trail users within the scope of their training and volunteer status under MORC.
- Trail patrollers should call 911 for emergency assistance (Chisago County Public Safety may not be the first response unit to arrive at the scene). To contact Chisago County Public Safety specifically for non-emergency situations such as, to report suspicious activity, uncooperative behaviors, or unauthorized trail use, call the Chisago Sheriff Dispatch at 651-257-4100.
- Trail patrol should be communicated with the Parks and Grounds Maintenance Supervisor.
- Provide Chisago County with summary trail safety reports as generated by MORC volunteer trail patrol.

11. Hold Harmless Agreement

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to the agreement.

12. MORC may not interfere with the enjoyment of park users and must abide by Chisago County Park Ordinances.

CHISAGO COUNTY RESPONSIBILITIES:

1. To review and approve design and implementation plans for all agreed to volunteer activities.
2. To purchase materials, if needed, to be used in the construction of approved technical features.
3. To loan hand-tools for construction and maintenance activities, upon request and approval of designated Chisago County Parks Grounds and Maintenance Supervisor.
4. To provide Chisago County maintenance staff support for approved work on a schedule agreed to by the Parks and Grounds Maintenance Supervisor.

5. To review and approve recommended technical feature designs, construction schedules and trail maintenance schedules.
6. To recognize MORC's contributions for trail design, technical feature design and construction and volunteer maintenance support in appropriate signage at an appropriate location in a manner approved by Chisago County and to be coordinated through the Parks Director.
7. To display a message about the MORC organization and event opportunities in manner approved by Chisago County at a location approved by the Parks Director.
8. To authorize MORC to have an informational display/booth at the trailhead up to two times per year for the purposes of providing information about MORC memberships and mountain biking events, as approved and coordinated with the Parks Director. Informational displays may also be approved for Chisago County permitted mountain bike races or events. Requests for a permit for direct financial solicitation (membership sales) must be approved in advance by the Parks Director.
9. To notify MORC of trail closures or events which affect the use of the trail for posting on the MORC web site.

Termination of Agreement

This MOU may be terminated by either party upon delivery of 30-day written notice to the other party.

Amendment of Agreement

This MOU shall not be altered, changed or amended except by written mutual agreement of the parties

MORC Contacts

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president@morcmtnb.org

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graydon.b@morcmtnb.org

Chisago County Contacts

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Parks and Grounds Maintenance Supervisor
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Park Maintenance Lead
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david.johnson@chisagocountymn.gov

Agreement Administration
Joseph Tart, Parks Director
313 N. Main St. Suite 130A
Center City, MN 55012
651-213-8961

IN WITNESS WHEREOF, the parties have entered into this Memorandum of

Agreement as of this _____ day of _____, 2024.

Chisago County
313 N. Main St., Suite 270
Center City, Minnesota 55012

Minnesota Off-Road Cyclists
PO Box 19520
Minneapolis, Minnesota 55419-0520

By: _____

By: _____

Title: _____

Title: _____

By: _____

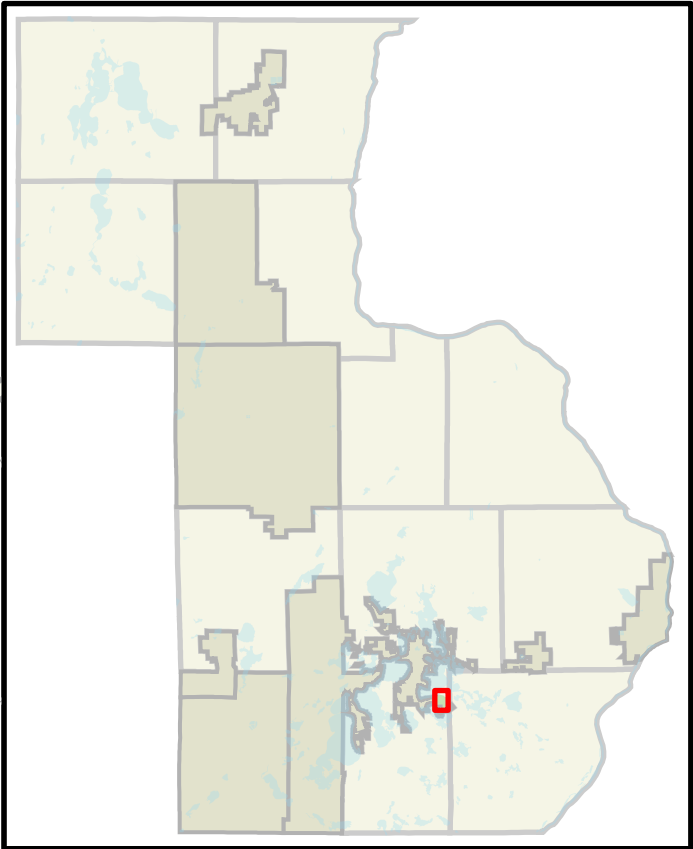
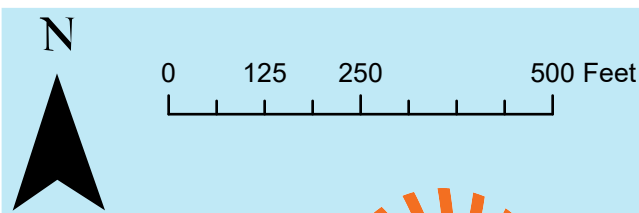
Attest: _____

Title: _____

Attest: _____

Ki-Chi-Saga County Park

29061 Glader Blvd Park Trails

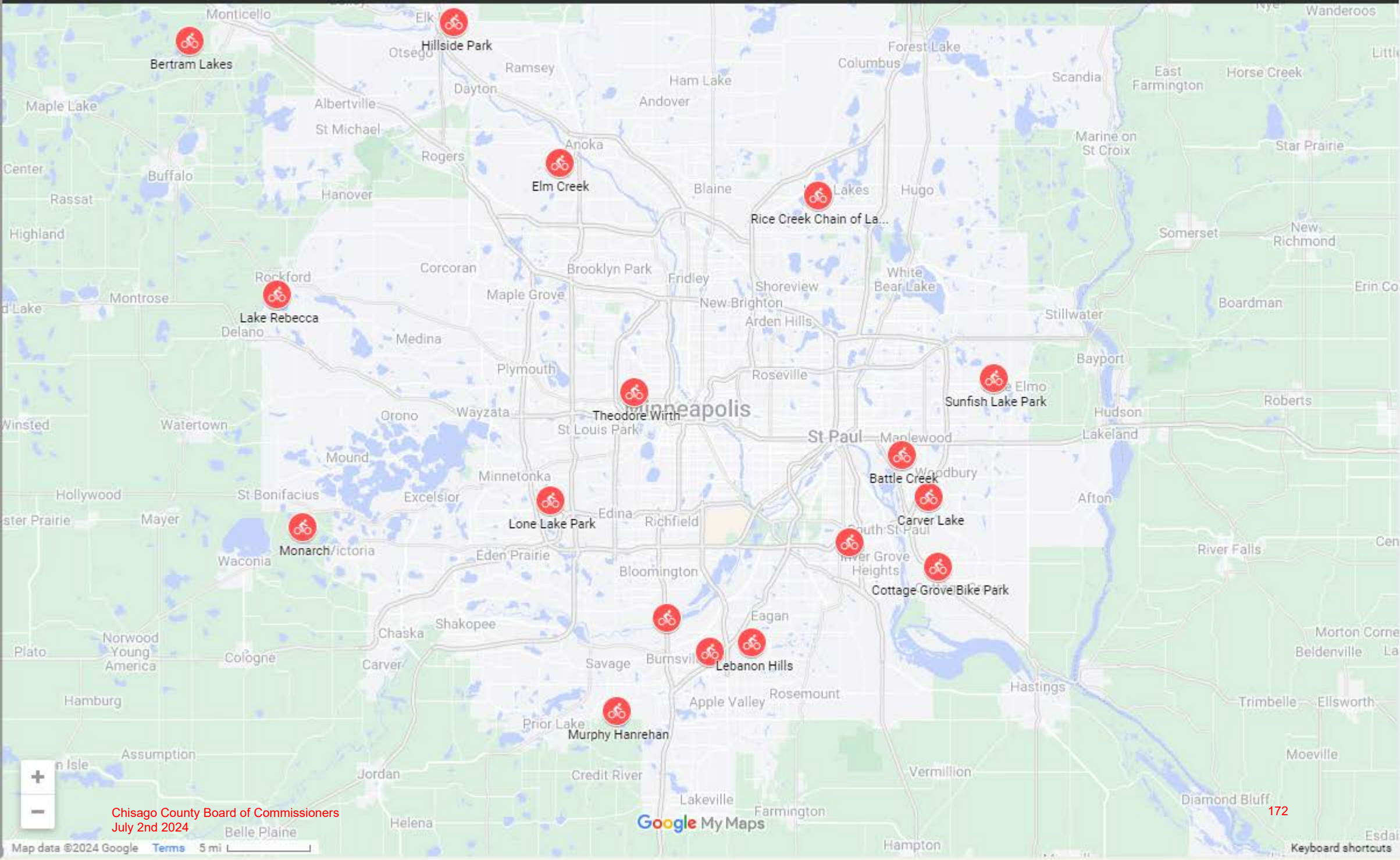


Amenities

- Playground
- Camping
- Horseshoe Pits
- Karl Oscar House
- Parking
- Picnic Shelter
- Parks
- Lakes

Map Legend

Ball Field	Hiking (1.8 Miles)
Soccer Field	Cross-Country Skiing (1.0 Miles)
Forest	Mountain Bike Trail (3.2 Miles)
Intermediate Features	Advanced Features
Location Markers	





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Featured Partners

Partner contributions will have their incentives fulfilled for at least one full calendar year to include one full dirt and one full snow season.

[Partnership Packages](#)

Titanium



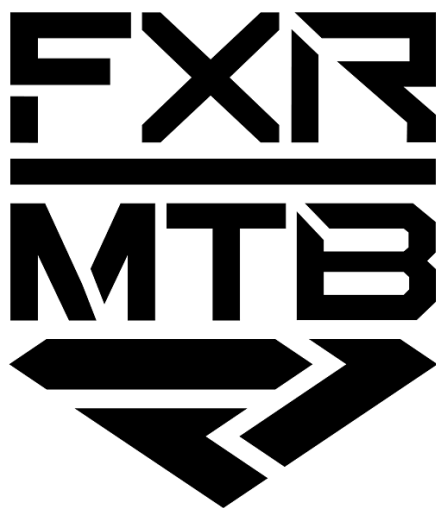
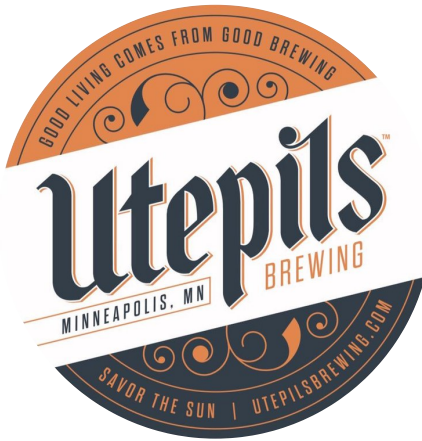
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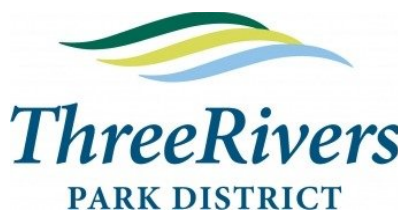
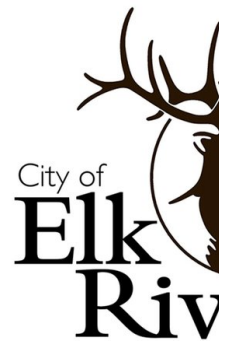
Aluminum



Steel



Land Manager



The Minnesota Off-Road Cyclists organization is a 501(c)(3) nonprofit organization and donations are tax deductible. Federal Tax ID# 86-1101323.

Join us on social media for updates and to stay informed on all things mountain biking in the metro

P.O. Box 19520, Minneapolis MN 55419

2024 Legislative Changes to Chapter 342

The Office of Cannabis Management (OCM), established in 2023 following the enactment of HF 100, is charged with developing and implementing the operational and regulatory systems to oversee the cannabis industry in Minnesota as provided in Minnesota Statutes Chapter 342.

OCM identified opportunities to build upon the structure of Minnesota's cannabis law and advanced a series of proposals for the 2024 legislative session. The final bill included many of OCM's recommendations as well as priorities from the legislature.

Following is a summary of key changes:

Strengthen social equity provisions – The changes strengthen the existing social equity priorities of Chapter 342, including changing ownership requirements from 100% to 65% to allow social equity license applicants more opportunities to form partnerships and access capital, addressing the undue burden of transfer limitations for social equity licensees, and establishing a new social equity license classification and well-vetted lottery selection to embed fairness and equity in the licensing process. The changes also include provisions to protect Chapter 342's vision of a fair marketplace through verification tools for fair ownership, limitations on fraudulent actions and gamesmanship, and strengthened standards for license holders.

Support market launch and social equity applicants with license preapproval process – The changes create license preapproval opportunities for social equity applicants to allow for early mover advantage, giving lottery-selected applicants the clarity they need to establish business operations and be prepared for market launch upon the promulgation of rules.

Improve the application and licensing process – The changes clarify the order of operations for the application process to ease applicant comprehension, inform local partners, and reduce the potential for bottlenecks and delays. The changes also remove the requirement for applicants to secure property at the time of application to address the significant financial burden and risk posed to applicants by this type of requirement.

Additionally, the changes consolidate license types and reduce the number of license types to clarify the system. In lieu of separate medical cannabis license types, the changes establish medical endorsements for license holders, which retain the benefits for medical cannabis patients, such as consultation at the point of sale and exemption from state sales tax.

Accelerate hemp-derived enforcement transition – The changes shift oversight and enforcement authority of the hemp-derived cannabinoid industry to OCM's purview beginning July 1, 2024, and build continuity for the hemp-derived industry by establishing a conversion process for current registered businesses to enter the licensing system in 2025. The earlier move of the hemp-derived cannabinoid enforcement functions will help build the foundation of the enforcement teams at the Office of Cannabis Management and provide clarity and consistency for the industry. Additionally, the changes provide guidance on serving rules for current hemp-

derived businesses, create a new process for cannabinoid product approval, and add clarity in definitions related to hemp-derived products.

Accelerate Office of Medical Cannabis transition – The changes move the integration of Office of Medical Cannabis to OCM from March 1, 2025, to July 1, 2024, to build continuity for the current medical program and protect continued access for medical cannabis patients.

Enhance protections for medical cannabis patients and registry - The changes enhance protections for patients and caregivers participating in the medical cannabis registry program, modify patient supply and possession limits to respond to differing medical needs, eliminate undue financial burden for registered designated caregivers by modifying background check requirements, and modify the requirements for professionals to consult with and assist in dispensing products to patients to support more opportunities for patients to access products. Additionally, in response to identified needs from the medical cannabis patient community, a registered caregiver will now be allowed to grow up to eight plants on behalf of one registered medical cannabis patient.

Protect consumer safety – The changes establish authority for OCM to issue product recalls, establish regulatory and inspection authority for OCM, provide clarity on packaging and labeling requirements, and prohibit sales of empty packaging to create consistency in safety requirements.

Technical revisions - Additional revisions clarify definitions, create a mechanism to license research of cannabis to inform future understandings, establish appointment authority for OCM and the director to build agency capacity, and modify the background check process to prevent bottlenecks and delays. These changes will make it easier for the agency to operationalize the mission of Chapter 342 and establish and regulate a safe and effective market.



A Guide for Local Governments on Adult-Use Cannabis

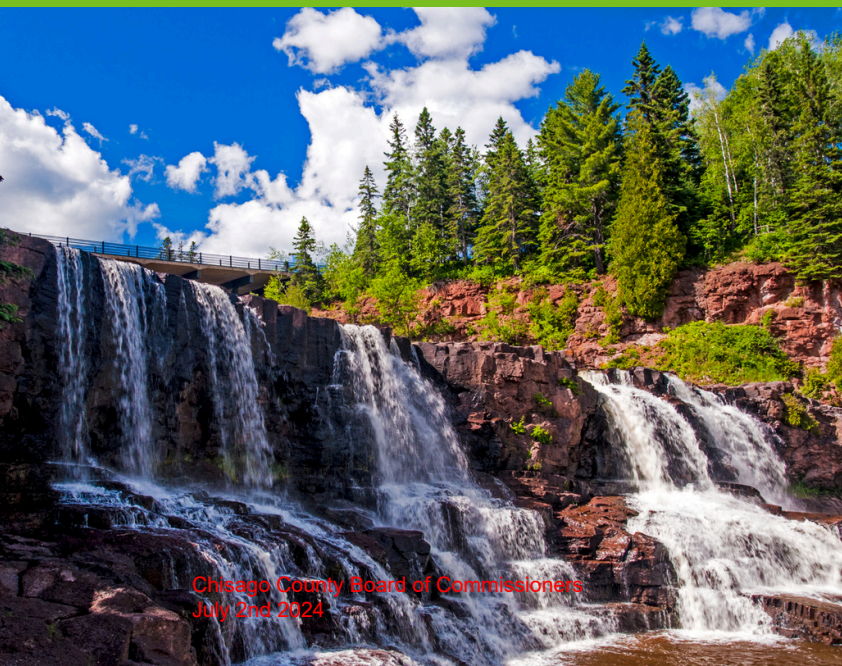


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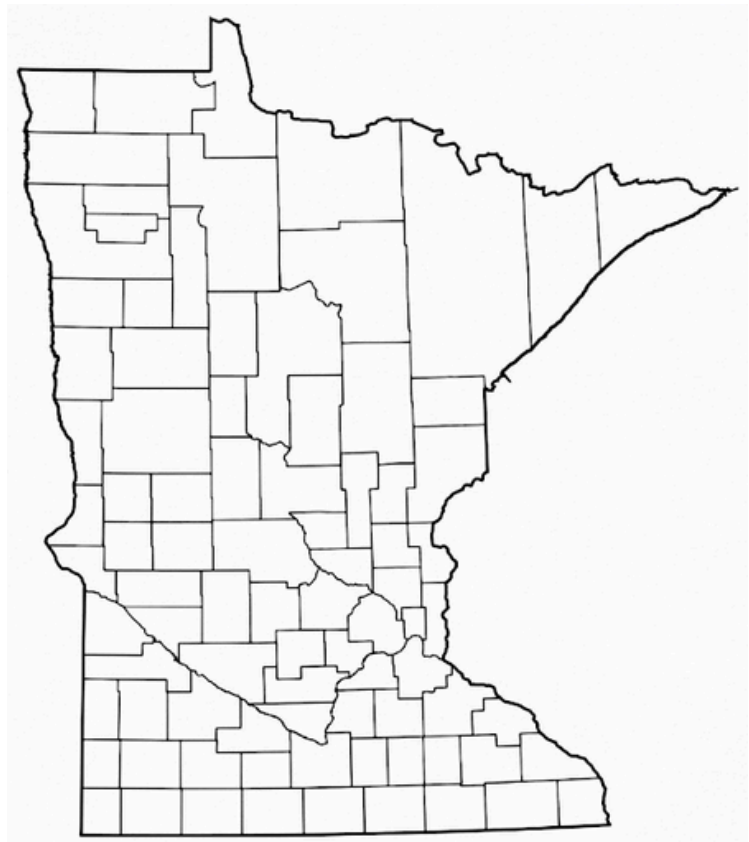
Introduction

This guide serves as a general overview of **Minnesota’s new adult-use cannabis law**, and how **local governments** can expect to be involved. The guide also provides important information about Minnesota’s new Office of Cannabis Management (OCM), and the office’s structure, roles, and responsibilities. While medical cannabis continues to play an important role in the state’s cannabis environment, this guide is primarily focused on the adult-use cannabis law and marketplace.

The following pages outline the variety of cannabis business licenses that will be issued, provide a broad summary of important aspects of the adult-use cannabis law, and cover a wide range of expectations and authorities that relate to local governments. This guide also provides best practices and important requirements for developing a local cannabis ordinance.

Chapter 342 of Minnesota law was established by the State Legislature in 2023 and was updated in 2024. Mentions of “adult-use cannabis law” or “the law” throughout this guide refer to Chapter 342 and the changes made to it.

As of this guide’s date of publication, state regulations governing the adult-use cannabis market have not yet been published — **this document will be updated** when such regulations become effective.



This guide is not a substitute for legal advice, nor does it seek to provide legal advice. Local governments and municipal officials seeking legal advice should consult an attorney.

About OCM

Minnesota's **Office of Cannabis Management** is the state regulatory office created to oversee the implementation and regulation of the adult-use cannabis market, the medical cannabis market, and the consumer hemp industry. Housed within OCM are the **Division of Medical Cannabis** (effective July 1, 2024), which operates the medical cannabis program, and the **Division of Social Equity**, which promotes development, stability, and safety in communities that have experienced a disproportionate, negative impact from cannabis prohibition and usage.



OCM, through Chapter 342, is tasked with establishing rules and policy and exercising its regulatory authority over the Minnesota cannabis industry. In its duties, OCM is mandated to:

- Promote public health and welfare.
- Protect public safety.
- Eliminate the illicit market for cannabis flower and cannabis products.
- Meet the market demand for cannabis flower and cannabis products.
- Promote a craft industry for cannabis flower and cannabis products.
- Prioritize growth and recovery in communities that have experienced a disproportionate, negative impact from cannabis prohibition.

OCM governs the application and licensing process for cannabis and hemp businesses, specific requirements for each type of license and their respective business activities, and conducts enforcement and inspection activities across the Minnesota cannabis and hemp industries.

License Types

Minnesota law allows for **13** different types of business licenses, each fulfilling a unique role in the cannabis and hemp supply chain. In addition to license types below, OCM will also issue endorsements to license holders to engage in specific activities, including producing, manufacturing, and sale of medical cannabis for patients.

Microbusiness

Microbusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Microbusiness may also operate a single retail location.

Mezzobusiness

Mezzobusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Mezzobusiness may also operate up to three retail locations.

Cultivator

Cultivators may cultivate cannabis and package such cannabis for sale to another licensed cannabis business.

Manufacturer

Manufacturers may manufacture cannabis products and hemp products, and package such products for sale to a licensed cannabis retailer.

Retailer

Retailers may sell immature cannabis plants and seedlings, cannabis, cannabis products, hemp products, and other products authorized by law to customers and patients.

Wholesaler

Wholesalers may purchase and/or sell immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from another licensed cannabis business.

Wholesalers may also import hemp-derived consumer products and lower-potency hemp edibles.

License Types (continued)

Transporter

Transporters may transport immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products to licensed cannabis businesses.

Testing Facility

Testing facilities may obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

Event Organizer

Event organizers may organize a temporary cannabis event lasting no more than four days.

Delivery Service

Delivery services may purchase cannabis, cannabis products, and hemp products from retailers or cannabis business with retail endorsements for transport and delivery to customers.

Medical Cannabis Combination Business

Medical cannabis combination businesses may cultivate cannabis and manufacture cannabis and hemp products, and package such products for sale to customers, patients, or another licensed cannabis business. Medical cannabis combination businesses may operate up to one retail location in each congressional district.

Lower-Potency Hemp Edible Manufacturer

Lower-potency hemp edible manufacturers may manufacture and package lower-potency hemp edibles for consumer sale, and sell hemp concentrate and lower-potency hemp edibles to other cannabis and hemp businesses.

Lower-Potency Hemp Edible Retailer

Lower-potency hemp edible retailers may sell lower-potency hemp edibles to customers.

Each license is subject to further restrictions on allowable activities. Maximum cultivation area and manufacturing allowances vary by license type. Allowable product purchase, transfer, and sale between licensees are subject to restrictions in the law.

The Adult-Use Cannabis Law

Minnesota's new adult-use cannabis law permits the personal use, possession, and transportation of cannabis by those 21 years of age and older, and allows licensed businesses to conduct cultivation, manufacturing, transport, delivery, and sale of cannabis and cannabis products.

For Individuals

- **Possession limits:**
 - Flower – 2 oz. in public, 2 lbs. in private residence
 - Concentrate – 8 g
 - Edibles (including lower-potency hemp) – 800 mg THC
- **Consumption** only allowed on private property or at licensed businesses with on-site consumption endorsements. Consumption not allowed in public.
- **Gifting** cannabis to another individual over 21 years old is allowed, subject to possession limits.
- **Home cultivation** is limited to four mature and four immature plants (eight total) in a single residence. Plants must be in an enclosed and locked space.
- **Home extraction** using volatile substances (e.g., butane, ethanol) is not allowed.
- **Unlicensed sales** are not allowed.



For Businesses

- **Advertising:**
 - May not include or appeal to those under 21 years old.
 - Must include proper warning statements.
 - May not include misleading claims or false statements.
 - Billboards are not allowed.
- The flow of all products through the supply chain must be tracked by the state-authorized **tracking system**.
- All products sold to consumers and patients must be **tested for contaminants**.
- **Home delivery** is allowed by licensed businesses.



The Cannabis Licensing Process

An applicant will take the following steps to proceed from application to active licensure. As described, processes vary depending on social equity status and/or whether the type of license being sought is capped or uncapped in the general licensing process.

License Preapproval: Early Mover Process for Social Equity Applicants

The license preapproval process is a one-time application process available for verified social equity applicants. State law requires OCM to open the application window on July 24, 2024, and close the window on August 12, 2024. The preapproval process is available for the following license types, and all are capped in this process: microbusiness, mezzobusiness, cultivator, retailer, wholesaler, transporter, testing facility, and delivery service.

Preapproval steps:

1. Applicant's social equity applicant (SEA) status verified.
2. Complete application and submit application fees.
3. Application vetted for minimum requirements by OCM.
4. Application (if qualified) entered into lottery drawing.
5. If selected in lottery, OCM completes background check of selected applicant and issues license preapproval.
6. Applicant with license preapproval* submits business location and amends application accordingly.
7. OCM forwards completed application to local government.
8. Local government completes certification of zoning compliance.
9. OCM conducts site inspection.
10. When regulations are adopted, license becomes active, operations may commence.

*For social equity applicants with license preapproval for microbusiness, mezzobusiness, or a cultivator license, they may begin growing cannabis plants prior to the adoption of rules if OCM receives approval from local governments in a form and manner determined by the office. This is only applicable to cultivation and does not authorize retail sales or other endorsed activities of the licenses prior to the adoption of rules.

The Cannabis Licensing Process (cont.)

The general licensing process will align with the adoption of rules and OCM will share more information about the timing of general licensing process. The general licensing process includes social equity applicants and non-social equity applicants.

General Licensing: Cultivator, Manufacturer, Retailer, Mezzobusiness

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. Application (if qualified) entered into lottery drawing.
4. If selected in lottery, OCM completes background check of selected applicant and issues preliminary approval.
5. Applicant with preliminary approval submits business location and amends application accordingly.
6. OCM forwards completed application to local government.
7. Local government completes certification of zoning compliance.
8. OCM conducts site inspection.
9. License becomes active, operations may commence.*

General Licensing: Microbusiness, Wholesaler, Transporter, Testing Facility, Event Organizer

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. For qualified applicants, OCM completes background check of vetted applicant and issues preliminary approval.
4. Selected applicant submits business location and amends application accordingly.
5. OCM forwards completed application to local government.
6. Local government completes certification of zoning compliance.
7. OCM conducts site inspection.
8. License becomes active, operations may commence.*

*For businesses seeking a retail endorsement (microbusiness, mezzobusiness, and retailer), a valid local retail registration is required prior to the business commencing any retail sales. See Page 16 for information on the local retail registration process.

General Authorities

Local governments in Minnesota have various means of oversight over the cannabis market, as provided by the adult-use cannabis law. Local governments may not issue outright bans on cannabis business, or limit operations in a manner beyond what is provided by state law.

Cannabis Retail Restrictions (342.13)

Local governments may limit the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality, as long as there is **at least one retail location per 12,500 residents**. Local units of government are not obligated to seek out a business to register as cannabis business if they have not been approached by any potential applicants, but cannot prohibit the establishment of a business if this population requirement is not met. Local units of government may also issue more than the minimum number of registrations. Per statutory direction, a municipal cannabis store (Page 19) cannot be included in the minimum number of registrations required. For population counts, the state demographer estimates will likely be utilized.

Tribal Governments (342.13)

OCM is prohibited from and will not issue state licenses to businesses in Indian Country without consent from a tribal nation. Tribal nations hold the authority to license tribal cannabis businesses on tribal lands – this process is separate than OCM’s licensing process and authority. Subject to compacting, Tribal nations may operate cannabis businesses off tribal lands. There will be more information available once the compacting processes are complete.

Taxes (295.81; 295.82)

Retail sales of taxable cannabis products are subject to the state and local sales and use tax and a 10% gross receipts tax. Cannabis gross receipts tax proceeds are allocated as follows: 20% to the local government cannabis aid account and 80% to the state general fund. Local taxes imposed solely on sale of cannabis products are prohibited.

Cannabis retailers will be subject to the same real property tax classification as all other retail businesses. Real property used for raising, cultivating, processing, or storing cannabis plants, cannabis flower, or cannabis products for sale will be classified as commercial and industrial property.

General Authorities (cont.)

Retail Timing Restrictions (342.13)

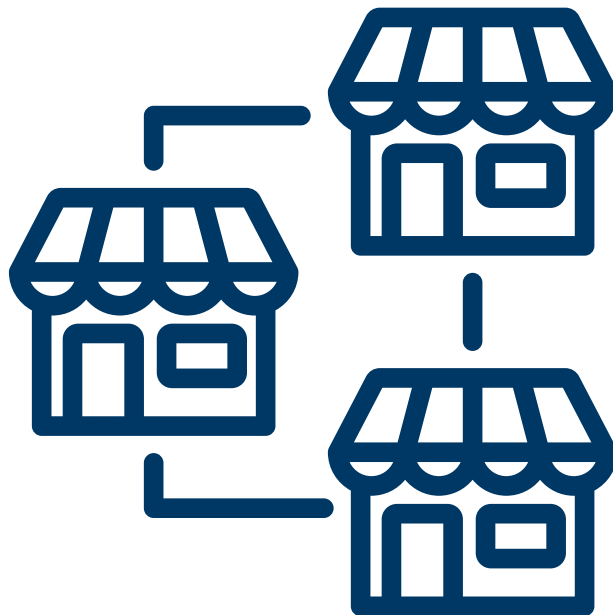
Local governments may prohibit retail sales of cannabis between the hours of 8 a.m. and 10 a.m. Monday-Saturday, and 9 p.m. and 2 a.m. the following day.

Operating Multiple Locations with One License

Certain cannabis licenses allow for multiple retail locations to be operated under a single license, with the following limitations:

- **Retailers:** up to five retail locations.
- **Mezzobusinesses:** up to three retail locations.
- **Microbusinesses:** up to one retail location.
- **Medical cannabis combination businesses:** one retail location per congressional district. Additionally, medical cannabis combination businesses may cultivate at more than one location within other limitations on cultivation.

For all other license types, one license permits the operation of one location. Each retail location requires local certification and/or registration.



Zoning and Land Use

Buffer Guidelines (342.13)

State law does not restrict how a local government conducts its zoning designations for cannabis businesses, except that they may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

Zoning Guidelines

While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite, and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Industrial hemp is an agricultural product, and should be zoned as such.

Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business. Note that certain types of licenses may be able to perform multiple activities which may have different zoning analogues. In the same way municipalities may zone a microbrewery that predominately sells directly to onsite consumers differently than a microbrewery that sells packaged beer to retailers and restaurants, so too might a municipality wish to zone two microbusinesses based on the actual activities that each business is undertaking. Table 1, included on Pages 13 and 14, explains the types of activities that cannabis businesses might undertake, as well as, some recommended existing zoning categories.

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities

Endorsed Activity	License Type Eligible to Do Endorsed Activity	Description of Activity	Comparable Districts	Municipal Considerations
Cultivation	Cultivator Mezzobusiness Microbusiness Medical Cannabis Combination	"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts.	Indoor: Industrial, Commercial, Production Outdoor: Agricultural	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Cannabis Manufacturing, Processing, Extraction	Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This group of endorsed activities turn raw, dried cannabis and cannabis parts into other types of cannabis products, e.g. edibles or topicals.	Industrial, Commercial, Production	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Hemp Manufacturing	Lower-Potency Hemp Edible (LPHE) Manufacturing	These business convert hemp into LPHE edible products.	Industrial, Commercial, Production	Odor Waste, water, and energy
Wholesale	Wholesale Cultivator Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This activity and license type allows a business to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.	Industrial, Commercial, Production	Need for transportation from facility Security

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities (continued)

Endorsed Activity	License Type Eligible to Do Endorsed Activity	Description of Activity	Comparable Districts	Municipal Considerations
Cannabis Retail	Retail Mezzobusiness Microbusiness Medical Cannabis Combination	This endorsed activity and license types allow a business to sell cannabis and cannabis products directly to consumers.	Retail, Neighborhood Shopping Districts, Light Industrial, Existing districts where off-sale liquor or tobacco sales are allowed.	Micros may offer onsite consumption, similar to breweries. Micros and Mezzos may include multiple activities: cultivation, manufacture, and/or retail.
Transportation	Cannabis Transporter	This license type allows a company to transport products from one license type to another.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Delivery	Cannabis Delivery	This license type allows for transportation to the end consumer.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Events	Event Organizer	This license entitles license holder to organizer a temporary event lasting no more than four days.	Anywhere that the city permits events to occur, subject to other restrictions related to cannabis use.	On site consumption. Retail sales by a licensed or endorsed retail business possible.

Local Approval Process

Local governments play a critical role in the licensing process, serving as a near-final approval check on cannabis businesses nearing the awarding of a state license for operations. Once an applicant has been vetted by OCM and is selected for proceeding in the verification process, they are then required to receive the local government's certification of zoning compliance and/or local retail registration before operations may commence.



Local Certification of Zoning Compliance (342.13; 342.14)

Following OCM's vetting process, local governments must **certify** that the applicant with preliminary approval has achieved **compliance with local zoning ordinances** prior to the licensee receiving final approval from OCM to commence operations.

During the application and licensing process for cannabis businesses, OCM will notify a local government when an applicant intends to operate within their jurisdiction and request a certification as to whether a proposed cannabis business complies with local zoning ordinances, and if applicable, whether the proposed business complies with state fire code and building code.

According to Minnesota's cannabis law, a local unit of government has 30 days to respond to this request for certification of compliance. If a local government does not respond to OCM's request for certification of compliance within the 30 days, the cannabis law allows OCM to issue a license. OCM may not issue the final approval for a license if the local government has indicated they are not in compliance.

OCM will work with local governments to access the licensing software system to complete this zoning certification process.

Local Approval Process (cont.)

Local Retail Registration Process (342.22)

Once the licensing process begins, local government registration applies to cannabis retailers or other cannabis/hemp businesses seeking a retail endorsement. Local governments must issue a retail registration after verifying that:

- The business has a valid license or license preapproval issued by OCM.
- The business has paid a registration fee or renewal fee to the local government;
 - Initial registration fees collected by a local government may be \$500 or half the amount of the applicable initial license fee, whichever is less, and renewal registration fees may be \$1,000 or half the amount of the applicable renewal license fee, whichever is less.
- The business is found to be in compliance with Chapter 342 and local ordinances.
- If applicable, the business is current on all property taxes and assessments for the proposed retail location.

Local registrations may also be issued by counties if the respective local government transfers such authorities to the county.

Determining a Process for Limiting Retail Registrations

If a local government wishes to place a limitation on the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality (as long as there is at least one retail location per 12,500 residents, see Page 10), state law does not define the process for a local government's selection if there are more applicants than registrations available. A few options for this process include the use of a lottery, a first-come/first-serve model, a rolling basis, and others. Local governments should work with an attorney to determine their specific process for selection if they wish to limit the number of licensed cannabis retailers per 342.13. Local governments are not required to limit the number of licensed cannabis retailers.

Local Approval Process (cont.)

Local governments are permitted specific authorities for registration refusal and registration suspension, in addition to—and not in conflict with—OCM authorities.

Registration and Renewal Refusals

Local governments may refuse the registration and/or certification of a license renewal if the license is associated with an individual who, within five years of the license application, has been convicted of a felony or willful violation of a federal or state law or local ordinance related to the manufacture, sale, distribution, or possession for sale or distribution of an alcoholic beverage.



Local Registration Suspension (342.22)

Local governments may suspend the local retail registration of a cannabis business or hemp business if the business is determined to not be operating in compliance with a local ordinance authorized by 342.13 or if the operation of the business poses an immediate threat to the health and safety of the public. The local government must immediately notify OCM of the suspension if it occurs. OCM will review the suspension and may reinstate the registration or take enforcement action.

Expedited Complaint Process (342.13)

Per state law, OCM will establish an expedited complaint process during the rulemaking process to receive, review, read, and respond to complaints made by a local unit of government about a cannabis business. Upon promulgation of rules, OCM will publish the complaint process.

At a minimum, the expedited complaint process shall require the office to provide an initial response to the complaint within seven days and perform any necessary inspections within 30 days. Within this process, if a local government notifies OCM that a cannabis business poses an immediate threat to the health or safety of the public, the office must respond within one business day.

Inspections & Compliance Checks

Local governments are permitted specific business inspection and compliance check authorities, in addition to—and not in conflict with—OCM authorities.

Inspections and Compliance Checks (342.22)

Local governments must conduct **compliance checks** for cannabis and hemp businesses holding retail registration **at least once per calendar year**. These compliance checks must verify compliance with age verification procedures and compliance with any applicable local ordinance established pursuant to 342.13. OCM maintains inspection authorities for all cannabis licenses to verify compliance with operation requirements, product limits, and other applicable requirements of Chapter 342.



Municipal Cannabis Stores

As authorized in Chapter 342.32, local governments are permitted to apply for a cannabis retail license to establish and operate a municipal cannabis store.

State law requires OCM issue a license to a city or county seeking to operate a single municipal cannabis store if the city or county:

- Submits required application information to OCM,
- Meets minimum requirements for licensure, and
- Pays applicable application and license fee.

A municipal cannabis store will not be included in the total count of retail licenses issued by the state under Chapter 342.

A municipal cannabis store cannot be counted as retail registration for purposes of determining whether a municipality's cap on retail registrations imposed by ordinance.



Creating Your Local Ordinance

As authorized in 342.13, a local government may adopt a local ordinance regarding cannabis businesses. Establishing local governments' ordinances on cannabis businesses in a timely manner is critical for the ability for local cities or towns to establish local control as described in the law, and is necessary for the success of the statewide industry and the ability of local governments to protect public health and safety. The cannabis market's potential to create jobs, generate revenue, and contribute to economic development at the local and state level is supported through local ordinance work. The issuance of local certifications and registrations to prospective cannabis businesses is also dependent on local ordinances.

- Local governments may not prohibit the possession, transportation, or use of cannabis, or the establishment or operation of a cannabis business licensed under state law.
- Local governments may adopt reasonable restrictions on the time, place, and manner of cannabis business operations (see Page 8).
- Local governments may adopt interim ordinances to protect public safety and welfare, as any studies and/or further considerations on local cannabis activities are being conducted, until January 1, 2025. A public hearing must be held prior to adoption of an interim ordinance.
- If your local government wishes to operate a municipal cannabis store, the establishment and operation of such a facility must be considered in a local ordinance.



Model Ordinance

For additional guidance regarding the creation of a cannabis related ordinance, please reference the addendum in this packet.

Additional Resources

OCM Toolkit for Local Partners

Please visit OCM webpage (mn.gov/ocm/local-governments/) for additional information, including a toolkit of resources developed specifically for local government partners. The webpage will be updated as additional information becomes available and as state regulations are adopted.

These resources are also included in the addendum of this packet.

Toolkit resources include:

- Appendix A: Model Ordinance
- Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist
- Appendix C: Enforcement Notice from the Office of Cannabis Management
- Appendix D: Notice to Unlawful Cannabis Sellers

Local Organizations

There are several organizations who also have developed resources to support local governments regarding the cannabis industry. Please feel free to contact the following for additional resources:

- League of Minnesota Cities
- Association of Minnesota Counties
- Minnesota Public Health Law Center

Appendix A: Model Ordinance

Cannabis Model Ordinance

The following model ordinance is meant to be used as a resource for cities, counties, and townships within Minnesota. The italicized text in red is meant to provide commentary and notes to jurisdictions considering using this ordinance and should be removed from any ordinance formally adopted by said jurisdiction. Certain items are not required to be included in the adopted ordinance: 'OR' and (optional) are placed throughout for areas where a jurisdiction may want to consider one or more choices on language.

Section 1	Administration
Section 2	Registration of Cannabis Business
Section 3	Requirements for a Cannabis Business (Time, Place, Manner)
Section 4	Temporary Cannabis Events
Section 5	Lower Potency Hemp Edibles
Section 6	Local Government as a Retailer
Section 7	Use of Cannabis in Public

AN ORDINANCE OF THE (CITY/COUNTY OF) TO REGULATE CANNABIS BUSINESSES

The (city council/town board/county board) of (city/town/county) hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

(insert local authority) makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes (insert local authority) to protect the public health, safety, welfare of (insert local here) residents by regulating cannabis businesses within the legal boundaries of (insert local here).

(insert local authority) finds and concludes that the proposed provisions are appropriate and lawful land use regulations for (insert local here), that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

A county can adopt an ordinance that applies to unincorporated areas and cities that have delegated authority to impose local zoning controls.

(insert local authority) has the authority to adopt this ordinance pursuant to:

- Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of

a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal boundaries of (insert local here).

(Optional) (insert city here) has delegated cannabis retail registration authority to (insert county here). However, (insert city here) may adopt ordinances under Sections (2.6, 3 and 4) if (insert county here) has not adopted conflicting provisions.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The elected body of a jurisdiction can choose to designate an official to administer and enforce this ordinance.

The (insert name of local government or designated official) is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.

4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the (insert local here) to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

A city or town can delegate authority for registration to the County. A city or town can still adopt specific requirement regarding zoning, buffers, and use in public places, provided said requirements are not in conflict with an ordinance adopted under the delegated authority granted to the County.

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within (insert local here) without first registering with (insert local here).

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

A jurisdiction can choose to conduct a preliminary compliance check prior to issuance of retail registration.

Prior to issuance of a cannabis retail business registration, (insert local here) (shall/shall not) conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, (insert local here) shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

(insert local here) shall not charge an application fee.

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by (insert local here) shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The (insert local here) shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- v. (Insert additional standards here)

(B) The applicant shall include with the form:

- i. the application fee as required in [Section 2.3.1];
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
 - iii. (Insert additional standards here)
- (C) Once an application is considered complete, the (insert local government designee) shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.
- (D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

- (A) (Optional) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The (insert local here) shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this/these [chapter/section/ordinances].

The (insert local here) shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A jurisdiction may decide to treat location changes as a new registration, or alternatively treat a location change as allowable subject to compliance with the rest of the registration process.

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of (insert local here).

or

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of (insert local here), it shall notify (insert local here) of the proposed location change, and submit necessary information to meet all the criteria in this paragraph.

2.4 Renewal of Registration

The (insert local here) shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by (insert local here).

A cannabis retail registration issued under this ordinance shall not be transferred.

2.4.1 Renewal Fees.

The (insert local here) may charge a renewal fee for the registration starting at the second renewal, as established in (insert local here)'s fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.
- Insert additional items here

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The (insert local here) may suspend a cannabis retail business's registration if it violates the ordinance of (insert local here) or poses an immediate threat to the health or safety of the public. The (insert local here) shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The (insert local here) shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide (insert local here) and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

A jurisdiction can wait for a determination from the OCM before reinstating a registration.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The (insert local here) may reinstate a registration if it determines that the violations have been resolved.

The (insert local here) shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the (insert local here) may impose a civil penalty, as specified in the (insert local here)'s Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

A jurisdiction may choose to set a limit on the number of retail registrations within its boundaries. The jurisdiction may not however, limit the number of registrations to fewer than one per 12,500 residents.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within (insert local legal boundaries here).

(Optional) If (insert county here) has one active cannabis retail businesses registration for every 12,500 residents, the (insert local here) shall not be required to register additional state-licensed cannabis retail businesses.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to (insert number <= minimum required).

Section 3. Requirements for Cannabis Businesses

State Statutes note that jurisdictions may “adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business.” A jurisdiction considering other siting requirements (such as a buffer between cannabis businesses, or a buffer from churches) should consider whether there is a basis to adopt such restrictions.

3.1 Minimum Buffer Requirements

A jurisdiction can adopt buffer requirements that prohibit the operation of a cannabis business within a certain distance of schools, daycares, residential treatment facilities, or from an attraction within a public park that is regularly used by minors, including a playground or athletic field. Buffer requirements are optional. A jurisdiction cannot adopt larger buffer requirements than the requirements here in Section 3.1. A jurisdiction should use a measuring system consistent with the rest of its ordinances, e.g. from lot line or center point of lot.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-1,000] feet of a school.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a day care.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a residential treatment facility.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

(Optional) The (insert local here) shall prohibit the operation of a cannabis retail business within [X] feet of another cannabis retail business.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Zoning and Land Use

For jurisdictions with zoning, said jurisdiction can limit what zone(s) Cannabis businesses can operate in. As with other uses in a Zoning Ordinance, a jurisdiction can also determine if such use requires a Conditional or Interim Use permit. A jurisdiction cannot outright prohibit a cannabis business. A jurisdiction should amend their Zoning Ordinance and list what zone(s) Cannabis businesses are permitted in, and whether they are permitted, conditional, or interim uses. While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business.

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. *Hemp Manufacturer.*

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. *Wholesale.*

Cannabis businesses licensed or endorsed for wholesale are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. *Cannabis Retail.*

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. *Cannabis Transportation.*

Cannabis businesses licensed or endorsed for transportation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. *Cannabis Delivery.*

Cannabis businesses licensed or endorsed for delivery are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.3 Hours of Operation

A jurisdiction may adopt an ordinance limiting hours of operation between 10 a.m. and 9 p.m., seven days a week, and that State statute prohibits the sale of cannabis between 2 a.m. and 8 a.m., Monday through Saturday, and between 2 a.m. and 10 a.m. on Sundays.

(Optional) Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of (insert time here) and (insert time here).

3.4 (Optional) Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by (insert local here)'s sign ordinances.

Section 4. Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event.

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days. A jurisdiction should determine what type of approval is consistent with their existing ordinances for events.

A license or permit is required to be issued and approved by (insert local here) prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The (insert local here) shall require an application for Temporary Cannabis Events.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. (Insert additional standards here)
- (B) The applicant shall include with the form:
 - i. the application fee as required in (Section 4.1.2);
 - ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the (insert local authority), or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

- (C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.

- (D) The application fee shall be non-refundable once processed.

- (E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

A jurisdiction may establish standards for Temporary cannabis events which the event organizer must meet, including restricting or prohibiting any on-site consumption. If there are public health, safety, or welfare concerns associated with a proposed cannabis event, a jurisdiction would presumably be authorized to deny approval of that event.

- Insert standards here

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The (insert city/town/county) shall notify the applicant of the standards not met and basis for denial.

(Optional) Temporary cannabis events shall only be held at (insert local place).

(Optional) Temporary cannabis events shall only be held between the hours of (insert start time) and (insert stop time).

Section 5. (Optional) Lower-Potency Hemp Edibles

A jurisdiction can establish different standards or requirements regarding Low-Potency Edibles. A jurisdiction can consider including the following section and subsections in their cannabis ordinance.

5.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

5.2 Zoning Districts

If sales are permitted, a jurisdiction can limit what zone(s) the sales of Low-Potency Edibles can take place in. A jurisdiction can also determine if such activity requires a Conditional or Interim Use permit.

Low-Potency Edibles businesses are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

5.3 (Optional) Additional Standards

5.3.1 Sales within Municipal Liquor Store.

A jurisdiction that already operates a Municipal Liquor Store may sell Low-Potency Edibles within the same store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

5.3.2 Age Requirements.

A jurisdiction is able to restrict the sale of Low-Potency Edibles to locations such as bars.

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

5.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

5.3.4 Storage of Product.

A jurisdiction is able to set requirements on storage and sales of Low-Potency Edibles.

Low-Potency Edibles shall be sold behind a counter, and stored in a locked case.

Section 6. (Optional) Local Government as a Cannabis Retailer

(insert local here) may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

(insert local here) shall be subject to all same rental license requirements and procedures applicable to all other applicants.

Section 7 Use in Public Places

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Minnesota Statute 18K.02, Definitions
Minnesota Statute 152.01, Subdivision 9
Minnesota Statute 151.72, Sale of Certain Cannabinoid Products

Minnesota Statute 152.0264, Cannabis Sale Crimes
Minnesota Statute 342.09, Personal Adult Use of Cannabis

Question	Yes	No	Comments	Additional Information
Business License and Registration Compliance				
Is the business registered with the Minnesota Department of Health?				All businesses selling hemp-derived cannabinoid products must be registered. See Hemp-Derived Cannabinoid Products (www.health.state.mn.us/people/cannabis/edibles/index.html)
If the business offers on-site consumption, do they have a liquor license?				Local authorities issue on-site consumption licenses. These are required for all businesses permitting on-site consumption of THC.
Product Compliance – All Products				
Does the business ensure that all sales are made to persons 21 years old or older?				Only persons 21 years of age or older may purchase hemp-derived cannabinoid products, with the exception of topicals. These products may be sold to anyone.
Does the business have all edible cannabinoid products, except beverages, behind the counter or in a locked cabinet?				Businesses must ensure all edible cannabinoid products are secure and inaccessible to customers.

Question	Yes	No	Comments	Additional Information
Only delta-8 and delta-9 are allowed for human consumption. Does the business sell edibles or beverages with any other intoxicating cannabinoids?				MDH has identified products containing many different intoxicating cannabinoids, such as HHC, THC-O, THC-P, PHC, delta-10, delta-11, delta-8p, delta-9p, etc. The product must contain only delta-8 and/or delta-9.
Does the business sell any edible products that are similar to a product marketed to or consumed by children?				Edible products that appear similar to candy or snacks marketed toward or consumed by children are not allowed.
Does the label on the edible or beverage state "Keep out of reach of children"?				All products must include the warning label "Keep out of reach of children."
Is the manufacturer's name, address, website, and contact phone number included on the label or provided through a QR code?				If not, the product is not in compliance.
Does the QR code on the product bring the user to a Certificate of Analysis on the website, which includes the name of the independent testing laboratory, cannabinoid profile, and product batch number?				All products must be tested by batch in an independent, accredited laboratory. The results must include the cannabinoid profile.
Does the label on the product indicate the cannabinoids by serving and in total?				The label must indicate the potency by individual serving as well as in total.

Question	Yes	No	Comments	Additional Information
Does the label on the product make any claim the product offers any kind of health benefit?				Health claims are not permitted on hemp or cannabis products unless approved by the FDA. At this time, there is not an approved statement.
Does the label on the product state that the product does not claim to diagnose, treat, cure or prevent any disease?				The manufacturer cannot claim the product will provide any health benefit unless the product has been formally approved by the FDA.
Does the business sell CBD (or other forms of cannabidiol) in the form of a softgel, tablet, or tincture?				Non-intoxicating cannabinoids may only be sold in the form of an edible, beverage, or topical. Therefore, softgels and tablets cannot be sold. Tinctures must be labeled as either an edible or beverage and comply with the edible or beverage requirements.
Product Compliance – Edibles				
Does the edible product contain more than 5 mg delta-8 and/or delta-9 per serving?				Edibles may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the edible product package/container contain more than 50 mg total THC (delta-8 and/or delta-9)?				Edibles may not exceed 50 mg total delta-8 or delta-9 per package. The edible cannot contain any other form of THC or intoxicating cannabinoid.
Are all the edible product's servings clearly marked, wrapped, or scored <u>on</u> the product?				Edible product servings must be clearly distinguished on the product. Bulk products that require the consumer to measure are not allowed.

Question	Yes	No	Comments	Additional Information
Does the business sell any edible products in the shape of bears, worms, fruits, rings, ribbons?				Edibles in shapes that appeal to children are not allowed.
Is the edible product in a child-proof, tamper-evident, opaque container?				All edibles must be in a container that is child-resistant and tamper evident. If the container is clear, the business must place the edible into an opaque bag at the point of sale. Clear bags are not allowed.
Product Compliance - Beverages				
Does the beverage product contain more than 5 mg delta-8 or delta-9 per serving?				Beverages may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the beverage product contain more than 2 servings?				Beverages cannot exceed two servings, regardless of the THC potency.
Is the beverage product in an opaque container?				If the beverage is in a clear container, the business must place the beverage in an opaque bag at the point of sale.
Product Compliance – Smokables (non-flower)				
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain more than 0.3% THC?				A product's certificate of analysis will show the concentration of THC the product contains. The certificate typically is found through the QR code on the product package. In MDH's experience, most vapes contain 50% - 90%+ THC. Pre-rolls may consist of raw hemp flower. These products are not regulated by 151.72. However, if a pre-roll is labeled as "infused" or "coated" have additional cannabinoids applied to the material, of which the product typically exceeds the 0.3% THC limit.

Question	Yes	No	Comments	Additional Information
Does the business sell vapes, pre-rolls, dabs, or other smokeable products that contain other intoxicating cannabinoids, such as HHC?				MN Statutes do not allow any cannabinoid, other than delta-8 or delta-9, to be sold if the cannabinoid is intended to alter the structure or function of the body. HHC is a cannabinoid known to have potency greater than THC.
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain CBD?				Non-intoxicating cannabinoids cannot be smoked, vaped, or inhaled.
Product Compliance – Flower				
Does the business sell raw hemp flower?				Raw hemp flower must contain 0.3% or less of delta-9 on a dry weight basis. Products exceeding 0.3% delta-9 dry weight are marijuana, and are illegal for sale. THC-A is the non psychoactive precursor to delta-9. Once heated THC-A converts to delta-9. In that process some amount of THC-A is lost. To determine whether, once heated, the hemp flower will exceed the allowable 0.3% of delta-9, one can use a decarboxylation formula which takes into account the conversion of THC-A into delta-9. That formula is as follows: Total THC = (0.877 X THC-A) + d-9 THC) Raw flower must include a certificate of analysis to show testing below 0.3% delta-9. • A lack of a certificate of analysis would constitute an illegal sale.

Question	Yes	No	Comments	Additional Information
				A certificate of analysis showing that under the decarboxylation formula that delta-9 would exceed the 0.3% threshold would also indicate the flower is cannabis and not hemp and therefore being sold illegally.
Product Compliance – On-Site Consumption				
If the business offers on-site consumption, do they serve the edible or beverage in its original packaging?				The business may not pour out or remove an edible from its original packaging.
If the business offers on-site consumption, do they mix a cannabis-infused beverage with alcohol?				The business may not mix cannabis-infused products with alcohol.
If the business offers on-site consumption, do they permit customers to remove from the premises products which have been removed from their original packaging?				Products which have been removed from their original packaging cannot be removed from the premises by the customer.

NOTE: If a person suspects that a hemp-derived cannabinoid product is being sold in violation of Minnesota law, they can use the complaint form at [Submitting Hemp-Derived Cannabinoid Product Complaints \(www.health.state.mn.us/people/cannabis/edibles/complaints.html\)](http://www.health.state.mn.us/people/cannabis/edibles/complaints.html).

Appendix C: Enforcement Notice from the Office of Cannabis Management

Enforcement Notice from the Office of Cannabis Management

Dear Registered Hemp Derived Cannabinoid Business:

The Office of Cannabis Management (OCM), established in 2023, is charged with developing and implementing the operational and regulatory systems to oversee the cannabis industry in Minnesota as provided in Minnesota Statutes Chapter 342.

When Minnesota legalized the sale of adult-use of cannabis flower, cannabis products, and lower-potency hemp edibles/ hemp-derived consumer products, the Minnesota Legislature included statutory provisions, [Minnesota Statutes, chapter 152.0264](#), making the sale of cannabis illegal until a business is licensed by OCM. The Office of Cannabis Management has not yet issued licenses for the cultivation, manufacture, wholesale, transportation or retail sale of cannabis, therefore any retail sales of cannabis products, including cannabis flower, are illegal.

The Office of Cannabis Management has received complaints of retailers selling cannabis flower under the label of hemp flower. Under an agreement between The Minnesota Department of Health (MDH) and OCM, inspectors from MDH will begin to examine any flower products being sold during their regular inspections to determine whether they are indeed hemp flower or cannabis flower.

In distinguishing between hemp and cannabis flower, OCM, consistent with federal rules and regulations related to hemp under 7 CFR 990.1, will consider the total concentration of THC post- decarboxylation, which is the process by which THC-A is converted into Delta-9 to produce an intoxicating effect. The examination of raw flower products will include reviewing the certificate of analysis for compliance in several areas, including:

Compliance with the requirement that raw flower listed for sale includes a Certificate of Analysis (COA). Products for sale without a COA will constitute an illegal sale.

A COA that affirms concentrations of 0.3% or less of Delta-9 on a dry weight basis. Products exceeding 0.3% Delta-9 dry weight are considered marijuana and are therefore illegal to sell.

A COA that confirms that the total levels of Delta-9 and THC-A after the decarboxylation process do not exceed 0.3%. A COA that indicates the raw flower will exceed 0.3 percent Delta-9 post-decarboxylation, or a subsequent test conducted by an independent laboratory utilized by OCM that confirms Delta-9 in excess of 0.3 percent will be considered illegal.

[Minnesota Statutes, Chapter 342](#) governs Minnesota’s cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4](#) prohibits the retail sale of cannabis flower and cannabis products “without a license issued under this chapter that authorizes the sale.”

To date, the Office of Cannabis Management has not issued any cannabis licenses, applications for licenses are expected to be available in the first half of 2025. As such, selling cannabis is a clear violation of law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6](#), OCM may assess fines in excess of a \$1 million for violations of this law. Likewise, under [Minnesota Statutes, chapter 342.19](#), OCM is empowered to embargo any product that it has “probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]” Furthermore, violations of law may be considered in future licensing decisions made by OCM.

As inspectors enter the field, we encourage you to review the products you are currently selling to ensure they fall within the thresholds outlined above. If you have any questions related to the products you are selling, please send an email to cannabis.info@state.mn.us.

Thank you for your attention to this matter.

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

Charlene Briner
Interim Director
Office of Cannabis Management

Appendix D: Notice to Unlawful Cannabis Sellers

Notice to Unlawful Cannabis Sellers

This notice is to inform you that your current course of action may run afoul of Minnesota law, and continuing this course of action may result in civil actions and potential criminal prosecution. To avoid such outcomes, you should immediately cease and desist any plans to engage in the unlicensed sale of cannabis and cannabis products.

[Minnesota Statutes, Chapter 342 \(www.revisor.mn.gov/statutes/cite/342\)](http://www.revisor.mn.gov/statutes/cite/342) governs Minnesota's cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.4\)](http://www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.4) prohibits the retail sale of cannabis flower and cannabis products "without a license issued under this chapter that authorizes the sale." To date the Office of Cannabis Management has not issued any retail, or other, cannabis licenses. As such, your plan to sell cannabis in a retail setting at this date would be in flagrant violation of the law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.6\)](http://www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.6), OCM may assess fines in excess of a \$1,000,000 for violations of this law.

Likewise, under [Minnesota Statutes, chapter 342.19 \(www.revisor.mn.gov/statutes/cite/342.19\)](http://www.revisor.mn.gov/statutes/cite/342.19), OCM is empowered to embargo any product that it has "probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]" It is believed that products attempted to be sold at your retail location might be distributed in violation of the law, and would therefore be subject to embargo by OCM. Under [Minnesota Statutes, chapter 342.19, subd. 2 \(www.revisor.mn.gov/statutes/cite/342.19#stat.342.19.2\)](http://www.revisor.mn.gov/statutes/cite/342.19#stat.342.19.2), once embargoed OCM "shall release the cannabis plant, cannabis flower, cannabis product, artificially derived cannabinoid, lower-potency hemp edible, or hemp-derived consumer product when this chapter and rules adopted under this chapter have been complied with or the item is found not to be in violation of this chapter or rules adopted under this chapter."

While Minnesota has legalized the sale of adult-use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, the legislature did add new statutory provisions, [Minnesota Statutes, chapter 152.0264 \(www.revisor.mn.gov/statutes/cite/152.0264\)](http://www.revisor.mn.gov/statutes/cite/152.0264), making illegal the unlawful sale of cannabis. As there are not yet any licenses issued by OCM for the cultivation, manufacture, wholesale, transportation, or retail of cannabis, any sales of cannabis products in excess of the limits in 152.0264 is illegal.

If you are only planning to sell cannabinoid products that are derived from hemp, you should ensure that the sale of those products is consistent with [Minnesota Statutes, chapter 151.72 \(www.revisor.mn.gov/statutes/cite/151.72\)](http://www.revisor.mn.gov/statutes/cite/151.72), including but not limited to the requirement that your business be registered with the Commissioner of Health, and that all products are in compliance with the relevant statutes.

Finally, in addition to the state laws outlined above, please be aware that any retail location must be in compliance with local government ordinances and zoning requirements.

OCM takes seriously its charge to enforce Minnesota Statutes, Chapter 342, and its responsibility to ensure a safe and legal cannabis market. In order to avoid the above-described actions, all attempts to open a cannabis retail dispensary in Minnesota without the appropriate license should be ceased.