

Chisago COUNTY USA | BOARD OF COMMISSIONERS

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

Board of Commissioners
REGULAR MEETING – Wednesday, November 6, 2024
County Board Room, Room 172
*******AMENDED*******

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: (discussed in detail as requested) | | |
| 2.) | Payment of County's Warrants for HHS | TAB 2 |
| 3.) | Opioid Settlement Q3 Staff Expenses | TAB 3 |
| 4.) | MN Department of Health Community Health Board Master Grant Contract 2025-2029 | TAB 4 |

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 Settlement Q3 Staff Expenses | TAB 3 |
| 4.) | HHS Committee Recommendation – MDH Community Health Board Master Contract | TAB 4 |
| 5.) | Minutes from the October 16 th , 2024, Meeting | TAB 5 |
| 6.) | Payment of County's Warrants and Miscellaneous Bills | TAB 6 |
| 7.) | Recognition of County Staff November Anniversaries | TAB 7 |

Public Hearing at 7:00 p.m.

- | | | |
|-----|--|-------|
| 8.) | Ordinance relating to the Regulation and Registration of Cannabis Retail | TAB 8 |
|-----|--|-------|

Other Business of the County Board

- | | | |
|------|--|--------|
| 9.) | Wyoming Emergency Paging Tower Generator | TAB 9 |
| 10.) | Upgrade of ARMER Mobile Device Gateways for Encryption | TAB 10 |
| 11.) | Professional Service for Network Upgrade Project | TAB 11 |
| 12.) | Site Security Upgrades for ARMER System | TAB 12 |
| 13.) | Isanti-Chisago Landfill Commission Appointments | TAB 13 |
| 14.) | Household Hazardous Waste Facility Renovation Plans/Specifications & Bid Release | TAB 14 |
| 15.) | Checkerboard Park Declaration of Restrictive Covenant | TAB 15 |
| 16.) | Mack Estates Final Plat | TAB 16 |
| 17.) | U. of MN and Chisago County MOA 2025-2027 County Extension | TAB 17 |
| 18.) | Property Tax Abatement Policy | TAB 18 |

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**

- November 4th-11th – Operation Green Light for Veterans – By shining a green light, county governments will let veterans know that they are seen, appreciated, and supported.
- Wednesday, December 4th – Truth in Taxation Hearing at 7:00 p.m. at the Chisago County Government Center
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN

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Board of Commissioners' Business Meeting

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Robert Benson

Health and Human Services Director

Office (651) 213-5600

Robert.Benson@chisagocountymn.gov

Memo To: Chisago County Commissioners

From: Robert Benson; Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: October 30, 2024

I. Department Updates/Highlights:

Our Child Support group has completed the transition to paperless. The system is working well, with no issues identified. Staff are very positive about the change.

The annual Operation Community Connect (OCC) event was held on October 17th at the North Branch High School. The event was well attended with over 220 individuals connecting with services or supports from Chisago County Health and Human Services and local agencies and partners. The OCC Committee members would like to thank all the generous individuals that donated shoes, jackets, hats, and gloves, as well as thanking County Administration and the Board for their continued support in providing this valuable resource for county residents.

As we begin to gear up for next year's legislative session, the Minnesota Association of County Social Service Administrators (MACSSA) has recently developed our tentative 2025 legislative priorities:

- The Minnesota African American Family Preservation and Child Welfare Disproportionality Act (MAAFPA). We are advocating for State resources for the cost of implementing MAAFPFA as well as the development of the necessary culturally competent services and providers that are required in the new law. We are also asking for DHS to develop and implement the required training in a timely manner so that all counties can be trained prior to full implementation of the law.
- SSIS Modernization. As you are aware SSIS is the Social Services Information System that we use to maintain the majority of our social services records and billing information. This system is outdated and woefully inadequate to accomplish the tasks that are currently being required in social services and that will be required by some of the new state and federal laws. We are asking the state to fully invest in modernization system transformation and that this be accomplished before full implementation of MAAFPFA, and before the new Targeted Case Management (TCM) billing takes effect.

- Children’s Mental Health Initiative funding. We are asking the legislature to create a new children’s mental health funding source, modeled after the Adult Mental Health Initiative (AMHI) grant funding source. This is necessary as we are seeing significant increases in the mental health needs of our youth. Additionally, there should not be any negative impact on the AMHI funding when the CMHI funding is established.
- Does Not Meet Medical Criteria (DNMC)—Eliminate the County Cost Share. As we discussed last legislative session, there continues to be a significant need for the state to increase capacity at Direct Care and Treatment (DCT) state facilities and in the community. When an individual no longer meets medical criteria, but there is no appropriate place for them to move to, counties should be held harmless for the costs of continued placement, particularly for those identified as mentally ill and dangerous (MI&D). The state must increase bed capacity and serve as the safety net.

The Association of Minnesota Counties (AMC) has also identified their tentative Public Health and Human Services legislative priorities that are in support of the MACSSA legislative priorities.

- Human Services Systems Modernization. AMC supports structural investments to modernize, sustainably fund, and collaboratively govern a statewide human services technology system that accounts for local implementation needs and prioritizes the replacement of SSIS and MAXIS.
- Mental Health. In recognition of the crisis that Minnesota individuals and families are facing, AMC supports investments to expand services and address gaps in the state-wide mental health continuum, specifically—establish and fund a children’s mental health initiative, expand access to state operated mental health beds, permanently eliminate the county “Does Not Meet Medical Criteria” cost share, and clarify the state’s safety net role in providing and funding these critical services.
- Workforce and Training. AMC supports investment in the county public health and human services-based workforce in the areas of administrative simplification, recruitment, retention, and training—inclusive of expediting access to required trainings, streamlining training and onboarding requirements, simplifying and reducing administrative burden and duties of staff to make the workload more person centered and manageable.
- Child Wellbeing. AMC supports investments in the areas of workforce (availability and training), program and service development, technology, and system collaboration to support the successful implementation and sustainability of the Minnesota African American Family Preservation and Child Welfare Disproportionality Act (MAAFPA).
- Public Health Funding. AMC supports continued policy and funding efforts to support foundational public health responsibilities and ensure cannabis education and prevention is adequately funded in Minnesota.

I mentioned to the Board at last month's Board Meeting, that the Legislative Budget Office (LBO) had reached out to counties for information to estimate the cost of implementation of the Minnesota African American Family preservation and Child Welfare Disproportionality Act (MAAFPA). While I don't know if we will ever receive any information from the LBO regarding their estimates statewide, their survey did help us to attempt to identify where we will see the most significant increase in costs and what those costs may look like. In child protection, the most significant costs for counties are staff time, followed by services provided to the children and or families, and then mileage or other transportation costs, and then all the incidentals like drug testing, training, contracted services, day care, etc., things very specific to individual families and sometimes unpredictable.

The MAAFPA requires counties/staff to provide "active efforts" for all services and supports, rather than the currently required "reasonable efforts". The actual statute language in MAAFPA requires county staff to provide "rigorous and continuous" services. This will require that caseloads for staff be significantly less than the current standard. In fact, when Hennepin County conducted a pilot project related to MAAFPA they limited their investigators to 1 case at a time and their case managers could have no more than four individuals on their caseload at a time. Chisago County cannot meet that threshold. To get to a staffing level where we believe that we could meet the statutory requirements of MAAFPA in Chisago County we would need to hire a minimum of three new investigators and five new case managers, as well as at least three additional support staff to provide non-professional services. That is an increase of at least 10-12 additional staff over and above what we currently have in child protection. The cost for that alone would increase our budget by over 1.5 million dollars. This is assuming we could compete with the metro counties in hiring staff.

Many of the additional services that we are required to provide could also significantly increase. There are requirements for culturally appropriate services that are not available in Chisago County. Therefore, we would be required to transport children and family members wherever necessary to receive those services. The MAAFPA also requires that counties extend services to extended family members if it in any way supports the children. This could result in us providing services to multiple families all for the potential support of one child.

There are many other additional concerns with the MAAFPA, including no clear definition of disproportionately impacted families, delayed timelines for mandatory statewide training, reporting requirements currently impossible with SSIS, and the expected workforce issues this will create. We will continue to work with our advocacy organizations to challenge the legislature to make modifications to this Act to make it more realistic for implementation in 2027.

We met with the Minnesota Department of Administration's Management Analysis Division (MAD) on October 30th, to continue the process of developing our local agency Adult Protection performance measures. During the process we reviewed our Adult Protection data for the last three years and established trends and identified any concerns. Due to the lack of diversity within Chisago County and the adult protection reports we receive, we will not be required to establish a performance measure across racial and ethnic groups, but we will only be required to establish the initial performance measure related to the percentage of reports screened in. Our final performance measure is due to the state by December 15th, 2024.

Last week Public Health held a training where HHS staff received Narcan training from the Steve Rummeler HOPE Network. This training was well received and may be repeated again in the future.

II. Financial Notes:

Health and Human Services continues to be on track with our current budget. Our collections for this year are again setting records, with over \$1 million already collected at the end of September.

III. Staffing Updates:

We are currently interviewing for a Case Aide, due to a retirement and for a Community Outreach Worker to replace a recent resignation. Those are our only current openings that we are working to fill.

IV. Review Requests for Board Action:



CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 6, 2024

AMENDED

TAB # **2*******

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

<u>Check Date</u>	<u>Amount</u>	<u>Board Date</u>	<u>Type of Check/Payments</u>
11/8/2024	\$ 50,276.17	11/6/2024	Commissioners Warrants
10/10/2024	\$ 32,258.89		Auditor Warrants
10/18/2024	\$ 127,038.89		Auditor Warrants
10/25/2024	\$ 7,441.31		Auditor Warrants
	\$ 217,015.26	Total	

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

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



Vendor		Name	Rpt	Warrant Description		Invoice #		Account/Formula Description		1099
No.	Account/Formula		Accr	Amount	Service Dates	Paid On	Bnf #	On Behalf of	Name	
10292	AMAZON CAPITAL SERVICES									
2	05-430-700-0000-6401			58.99	SUPPLIES	13HH-XYHG-CRCX	General Supplies			N
4	05-451-470-0000-6435			20.84	10/20/2024	14CT-GXY1-LXTF	Public Health Supplies			N
3	05-451-470-0000-6844			20.83	10/09/2024	14CT-GXY1-LXTF	MECSH Grant Exp			N
1	05-451-470-0000-6844			20.83	10/09/2024	14CT-GXY1-LXTF	MECSH Grant Exp			N
7	05-420-600-0000-6401			48.31	10/09/2024	1LX4-4VX6-DKWN	General Supplies			N
8	05-430-700-0000-6401			78.07	10/25/2024	1LX4-4VX6-DKWN	General Supplies			N
7	05-430-700-0000-6401			72.47	10/25/2024	1LX4-4VX6-DKWN	General Supplies			N
6	05-420-600-0000-6401			59.54	10/25/2024	1PKC-DRCT-9HKL	General Supplies			N
6	05-430-700-0000-6401			89.32	10/10/2024	1PKC-DRCT-9HKL	General Supplies			N
5	05-430-700-0000-6401			108.99	10/10/2024	1VKP-MW4T-MMLK	General Supplies			N
10292	AMAZON CAPITAL SERVICES									
5202	ANDERSON/ALISON									
9	05-430-700-0137-6335			127.98	TRAVEL EXPENSE-MILEAGE	09/17/2024	Adult Services Travel			N
5202	ANDERSON/ALISON									
10113	ANOKA COUNTY SHERIFF									
10	05-420-640-0000-6267			80.00	08/19/2024	24004639	Other Co Sherifff Sop			N
10113	ANOKA COUNTY SHERIFF									
10301	ARROWHEAD TRANSIT									
11	05-430-700-0000-6241			385.00	ARROWHEAD BUS TICKETS	10/09/2024	General Administration			N
10301	ARROWHEAD TRANSIT									
1209	BULKOFFICESUPPLY.COM									
12	05-121-000-0000-6850			2,016.00	WHOLESALE BINDERS	10/16/2024	Op Enhancement Grant Expense			N



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description	Invoice #		Account/Formula Description	1099
					Paid On	Bhf #		
1209	BULKOFFICESUPPLY.COM		2,016.00	09/12/2024 1 Transactions				
3082	CANVAS HEALTH 05-460-310-0000-6851		3,770.00	OPIOID GRANT PAYMENT 08/01/2024 1 Transactions			Opioid Grants	N
3082	CANVAS HEALTH		3,770.00					
3756	CHILDREN'S DENTAL SERVICES 05-451-480-0000-6841		259.49	TRANSPORTATION-HYGIENE TEAM FE 08/01/2024 08/01/2024			Community Services	N
15	05-451-480-0000-6841		459.49	TRANSPORTATION-RESTORE TEAM FE 08/08/2024 08/08/2024			Community Services	N
16	05-451-480-0000-6841		259.49	TRANSPORTATION-HYGIENE TEAM FE 08/22/2024 3 Transactions			Community Services	N
3756	CHILDREN'S DENTAL SERVICES		978.47					
203002	CHISAGO COUNTY ATTORNEY'S OFFICE 05-420-640-0000-6383		8,337.50	ATTORNEY/PARALEGAL BILLING 07/01/2024 09/30/2024 1 Transactions		2024 QTR 3	Iv-D Legal Co Atty	N
203002	CHISAGO COUNTY ATTORNEY'S OFFICE		8,337.50					
1263	CHRISTENSON/BRANDIE 05-451-430-0000-6335		125.71	TRAVEL EXPENSE-MILEAGE 09/03/2024 09/26/2024 1 Transactions			Worker Travel	N
1263	CHRISTENSON/BRANDIE		125.71					
30177	CINTAS CORPORATION 05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 10/08/2024 10/08/2024		4207586861	General Administration	N
19	05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 10/08/2024 10/08/2024		4207586861	General Administration	N
19	05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 10/08/2024 10/08/2024		4207586861	Other Expense	N
20	05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 10/15/2024 10/15/2024		4208311612	General Administration	N
20	05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 10/15/2024 10/15/2024		4208311612	General Administration	N
20	05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 10/15/2024 10/15/2024		4208311612	Other Expense	N



Vendor		Name		Rpt		Warrant Description		Invoice #		Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name					
21	05-420-600-0000-6241		6.88	WEEKLY RUG SERVICE 10/22/2024	4209034670	General Administration				N	1099
21	05-430-700-0000-6241		13.76	WEEKLY RUG SERVICE 10/22/2024	4209034670	General Administration				N	
21	05-451-430-0000-6800		15.57	WEEKLY RUG SERVICE 10/22/2024	4209034670	Other Expense				N	
30177	CINTAS CORPORATION		108.63	9 Transactions							
22	1268 DANNER/RIKEE		142.39	TRAVEL EXPENSE-MILEAGE 08/27/2024		DD Worker Travel				N	
	1268 DANNER/RIKEE		142.39	1 Transactions							
23	9471 Deitschman/Victoria		93.80	TRAVEL EXPENSE-MILEAGE 10/15/2024		Worker Travel				N	
24	05-451-480-0000-6335		25.68	TRAVEL EXPENSE-MEALS 10/15/2024		Worker Travel				N	
	9471 Deitschman/Victoria		119.48	2 Transactions							
36	10501 DELL MARKETING LP		149.99	DELL 24 MONITOR 10/12/2024	10776638700	Computer Hardware				Y	
27	05-420-600-0000-6481		149.99	DELL DOCK-WD19S 90W POWER 10/12/2024	10776638719	Computer Hardware				Y	
25	05-420-600-0000-6481		149.99	DELL DOCK-WD19S 90W POWER 10/12/2024	10776638727	Computer Hardware				Y	
26	05-420-600-0000-6481		149.99	DELL 24 MONITOR 10/14/2024	10776840530	Computer Hardware				Y	
28	05-420-600-0000-6481		149.99	DELL 24 MONITOR 10/14/2024	10776840549	Computer Hardware				Y	
30	05-420-600-0000-6481		149.99	DELL 24 MONITOR 10/14/2024	10776840557	Computer Hardware				Y	
29	05-420-600-0000-6481		149.99	DELL 24 MONITOR 10/14/2024	10776840565	Computer Hardware				Y	
31	05-420-600-0000-6481		149.99	DELL 24 MONITOR 10/14/2024	10776840573	Computer Hardware				Y	
32	05-420-600-0000-6481		149.99	DELL 24 MONITOR 10/14/2024	10776840581	Computer Hardware				Y	
33	05-420-600-0000-6481		149.99	DELL 24 MONITOR 10/14/2024	10776840590	Computer Hardware				Y	

LSaumer
11/5/2024 6:44:57AM
5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor			Rpt		Warrant Description		Invoice #		Account/Formula Description		1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name					
34	05-420-600-0000-6481		149.99	10/14/2024 DELL 24 MONITOR	10776840602	Computer Hardware				Y	
35	05-420-600-0000-6481		149.99	10/14/2024 DELL DOCK-WD19S 90W POWER	10777034034	Computer Hardware				Y	
37	05-420-600-0000-6481		557.36	10/15/2024 DELL LATITUDE 3440 XCTO THIN C	10777500420	Computer Hardware				Y	
38	05-420-600-0000-6481		557.36	10/17/2024 DELL LATITUDE 3440 XCTO THIN C	10777839069101924	Computer Hardware				Y	
10501	DELL MARKETING LP		2,914.60	14 Transactions							
5160	DHS MAPS										
40	05-420-640-0000-6298		77.92	09/2024 FEDERAL OFFSET FEES	300C428609	Fed Tax Offset				N	
39	05-430-720-3140-6051		2,136.00	09/01/2024 BSFE CO MATCH	A300MC13260I	Pos Other Child Care				N	
5160	DHS MAPS		2,213.92	09/01/2024 2 Transactions							
9466	Frischmon/Amanda		55.38	09/11/2024 TRAVEL EXPENSE-MILEAGE		Worker Travel				N	
9466	Frischmon/Amanda		55.38	1 Transactions							
9259	Gau/Alison		48.96	09/13/2024 TRAVEL EXPENSE-MILEAGE		Worker Travel				Y	
43	05-451-480-0000-6824		114.25	10/16/2024 TRAVEL EXPENSE-MILEAGE		Ship Grant Expense				Y	
9259	Gau/Alison		163.21	10/16/2024 2 Transactions							
2827	GRANDSTRAND FUNERAL HOME		1,500.00	09/27/2024 Burials		General Relief				N	
44	05-420-622-0000-6006		1,500.00	1 Transactions							
2827	GRANDSTRAND FUNERAL HOME										
2373	HEART & SOUL		70.00	09/26/2024 HEARTSAVER AED TRAINING	13969	Conference, Training & Dues				Y	
46	05-451-440-0000-6245		340.00	09/26/2024 HEARTSAVER AED TRAINING	13969	Conferences, Training And Dues				Y	
47	05-451-470-0000-6245		130.00	09/26/2024 HEARTSAVER AED TRAINING	13969	Conferences And Training				Y	
45	05-451-472-0000-6245										

Vendor No.	Name Account/Formula	Rpt Accr	Warrant Description Service Dates	Amount	Invoice # Paid On Blnf #	Account/Formula Description On Behalf of Name	
2373	HEART & SOUL		09/26/2024 09/26/2024 3 Transactions	540.00			
5978	HENNEPIN COUNTY 05-420-650-0000-6005		MEDICAL TRANSPORTATION ADM 10/07/2024 10/07/2024	14.11	233946	Ma Transportation	N
48	05-420-650-0000-6005		MEDICAL TRANSPORTATION ADM 10/07/2024 10/07/2024 2 Transactions	122.33	233947	Ma Transportation	N
5978	HENNEPIN COUNTY			136.44			
90061	INNOVATIVE OFFICE SOLUTIONS LLC						
51	05-420-600-0000-6401		SUPPLIES 10/25/2024 10/25/2024	349.29	4677157	General Supplies	N
51	05-430-700-0000-6401		SUPPLIES 10/25/2024 10/25/2024	523.94	4677157	General Supplies	N
50	05-420-600-0000-6401		SUPPLIES 10/28/2024 10/28/2024	29.50	4678848	General Supplies	N
50	05-430-700-0000-6401		SUPPLIES 10/28/2024 10/28/2024 4 Transactions	44.25	4678848	General Supplies	N
90061	INNOVATIVE OFFICE SOLUTIONS LLC			946.98			
3557	ISANTI COUNTY SHERIFFS DEPT 05-420-640-0000-6267			70.00	16817	Other Co Sheriff Sop	N
52	05-420-640-0000-6267			70.00	16819	Other Co Sheriff Sop	N
3557	ISANTI COUNTY SHERIFFS DEPT			140.00			
9386	Karnes/Audra 05-430-700-0134-6335		TRAVEL EXPENSE-MILEAGE 09/03/2024 10/22/2024	83.79		DD Worker Travel	N
55	05-430-700-0137-6335		TRAVEL EXPENSE-MILEAGE 09/03/2024 10/22/2024 2 Transactions	195.51		Adult Services Travel	N
9386	Karnes/Audra			279.30			
4373	KLEIN/ASHLEY 05-420-600-0121-6335		TRAVEL EXPENSE-MILEAGE 10/10/2024 10/10/2024 1 Transactions	10.85		Financial Travel	N
4373	KLEIN/ASHLEY			10.85			



Vendor		Warrant Description		Invoice #	Account/Formula Description	
No.	Account/Formula	Amount	Service Dates	Paid On Bnf #	On Behalf of Name	
57	9157 Klein/Carol 05-420-600-0132-6335	27.00	TRAVEL EXPENSE-MILEAGE 10/10/2024 10/10/2024		Accounting Travel	N
57	05-430-700-0132-6335	43.55	TRAVEL EXPENSE-MILEAGE 10/10/2024 10/10/2024		Accounting Travel	N
57	05-451-430-0000-6335	16.55	TRAVEL EXPENSE-MILEAGE 10/10/2024 10/10/2024		Worker Travel	N
	9157 Klein/Carol	87.10	3 Transactions			
59	49219 KOWALKE/WENDY 05-121-000-0000-6850	34.81	TRAVEL EXPENSE-MEALS 09/29/2024 10/02/2024		Op Enhancement Grant Expense	N
60	05-121-000-0000-6850	654.03	TRAVEL EXPENSE-LODGING 09/29/2024 10/02/2024		Op Enhancement Grant Expense	N
58	05-121-000-0000-6850	155.44	TRAVEL EXPENSE-MILEAGE 09/29/2024 10/02/2024		Op Enhancement Grant Expense	N
	49219 KOWALKE/WENDY	844.28	3 Transactions			
61	7327 LEWIS/NICOLE 05-430-700-0134-6335	27.74	TRAVEL EXPENSE-MILEAGE 10/01/2024 10/25/2024		DD Worker Travel	N
62	05-430-700-0137-6335	64.74	TRAVEL EXPENSE-MILEAGE 10/01/2024 10/25/2024		Adult Services Travel	N
	7327 LEWIS/NICOLE	92.48	2 Transactions			
63	5177 MADSEN/DEBRA K 05-451-470-0000-6335	27.91	TRAVEL EXPENSE-MILEAGE 10/01/2024 10/21/2024		Worker Travel	N
	5177 MADSEN/DEBRA K	27.91	1 Transactions			
64	5070 METRO LEGAL SERVICES INC 05-420-640-0000-6269	60.00	10/18/2024 10/18/2024	3531839	Proff Process Servers	Y
	5070 METRO LEGAL SERVICES INC	60.00	1 Transactions			
65	9232 Minnesota Breastfeeding Coalition 05-451-470-0000-6245	115.00	CONFERENCE REGISTRATION 10/10/2024 10/10/2024	SCHMIDT,JENNY	Conferences, Training And Dues	N
	9232 Minnesota Breastfeeding Coalition	115.00	1 Transactions			



Vendor		Vendor Name	No.	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
										Paid On Bnf #	On Behalf of Name	
66	5189	MN DEPT OF HEALTH VITAL STATISTICS	66	05-420-640-0000-6264			40.00		10/11/2024	3055903	Paternity Costs	N
							40.00		10/11/2024	1 Transactions		
68	114170	NOODLE SOUP	68	05-451-470-0000-6435			30.00	PUBLIC HEALTH SUPPLIES	10/05/2024	208267	Public Health Supplies	N
67			67	05-451-470-0000-6844			30.00	PUBLIC HEALTH SUPPLIES	10/05/2024	208267	MECSH Grant Exp	N
							60.00		10/05/2024	2 Transactions		
69	6069	OTTER TAIL COUNTY SHERIFF'S OFFICE	69	05-420-640-0000-6267			45.00		10/04/2024	20241111	Other Co Sheriff Sop	N
							45.00		10/04/2024	1 Transactions		
70	6059	PALMER/RYAN	70	05-420-600-0121-6335			188.94	TRAVEL EXPENSE-MILEAGE	09/17/2024		Financial Travel	N
							188.94		10/11/2024	1 Transactions		
72	16034	PINE COUNTY SHERIFF'S OFFICE	72	05-420-640-0000-6267			70.00		09/30/2024	202401567	Other Co Sheriff Sop	N
71			71	05-420-640-0000-6267			70.00		09/30/2024	202401568	Other Co Sheriff Sop	N
							140.00		09/30/2024	2 Transactions		
74	9284	ROBERTS/MANDY	74	05-430-700-0000-6241			10.89	CLIENT MEAL REIMBURSEMENT	08/29/2024		General Administration	N
73			73	05-430-700-0128-6335			116.58	TRAVEL EXPENSE-MILEAGE	09/16/2024		Child Prot Staff Travel	N
							127.47		10/11/2024	2 Transactions		
75	8703	Stenson/Elizabeth	75	05-451-480-0000-6824			110.55	TRAVEL EXPENSE-MILEAGE	10/15/2024		Ship Grant Expense	N
76			76	05-451-480-0000-6824			24.93	TRAVEL EXPENSE-MEALS	10/22/2024		Ship Grant Expense	N



Vendor		Name		Rpt	Amount	Warrant Description		Invoice #		Account/Formula Description	1099
No.	Account/Formula	Accr				Service Dates	Paid On Bhf #	On Behalf of Name			
77	8703	Stenson/Elizabeth			135.48	10/15/2024	10/15/2024	2 Transactions			
	7930	STRAND/TERESA			350.57	TRAVEL EXPENSE-MILEAGE	10/10/2024	1 Transactions		Mh Travel	N
	7930	STRAND/TERESA			350.57						
78	9427	Terlinde/Tracy			32.83	TRAVEL EXPENSE-MILEAGE	10/28/2024	1 Transactions		Worker Travel	N
	9427	Terlinde/Tracy			32.83						
79	6434	THORSEN/JOLENE			38.24	TRAVEL EXPENSE-MILEAGE	10/15/2024			DD Worker Travel	N
80		05-430-700-0134-6335			89.22	TRAVEL EXPENSE-MILEAGE	10/15/2024	2 Transactions		Adult Services Travel	N
	6434	THORSEN/JOLENE			127.46						
81	8765	WASHINGTON COUNTY SHERIFFS OFFICE			80.00				13-FA-19-336	Other Co Sheriff Sop	N
	8765	WASHINGTON COUNTY SHERIFFS OFFICE			80.00		10/16/2024	1 Transactions			
82	9468	Wiley Consulting, LLC dba			20,825.00	ONBASE TO CASEWORKS CONVERSION	2279			Computer Software	N
	9468	Wiley Consulting, LLC dba			20,825.00		10/15/2024	1 Transactions			
83					1,111.56	ARBITRATION TRAVEL EXPENSE	10/21/2024	1 Transactions		Worker Travel	N
					1,111.56						
84	8978	WRIGHT COUNTY SHERIFF			95.00				202404151	Other Co Sheriff Sop	N
	8978	WRIGHT COUNTY SHERIFF			95.00		09/16/2024	1 Transactions			



Vendor		Name		Rpt	Amount	Warrant Description	Service Dates	Invoice #		Account/Formula Description	1099
No.	Account/Formula	Accr	Paid On Bhf #					On Behalf of Name			
85	9763	ZIERDEN/JESSICA	05-430-700-0128-6240		20.06	TRAVEL EXPENSE-LODGING	09/13/2024	09/13/2024		Child Prot Staff Trng	N
					20.06		1 Transactions				
5 Fund Total:					50,276.17	Health And Human Services		44 Vendors	97 Transactions	97 Transactions	
Final Total:					50,276.17	44 Vendors		97 Transactions			



Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>
	5	50,276.17	Health And Human Services
All Funds		50,276.17	Total
			Approved by,
			
			

Chisago County Request for Board Action

Meeting Date: November 6, 2024	Item Number: 3
Title of Item for Consideration: Opioid Settlement Q3 Staff Expenses	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of 2024 Q2 Staff Expenses	
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. Attachment(s): Q3 2024 Opioid Expenses	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Opioid expenses for County Staff time during Quarter 3 of 2024. The following motion is suggested: <i>“move to approve the Opioid Expense for County Staff time during Quarter 3 of 2024.”</i>	
Implications of Action: Approval of the request of use of the opioid funds will compensate the County for Staff time used to organize Opioid related events and expenditures. Budget/Financial Implications: The budget will be fulfilled by Opioid settlement funds in the amount of \$2,458.07. 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 _____

Detail for Summary Tab

Detail for Summary Tab				OPIOID Hours						Total
				Madelyn Jensen	12.00					12.00
				Mackenzie Halfen	29.00					29.00
				Tracy Terlinde	6.00					6.00
Tracy	Hourly	37.72		47.00	-	-	-	-	-	47.00
	Hours	6								226.32
Madelyn	Hourly	47.66								
	Hours	12								571.92
Mackenzie	Hourly	49.53								
	Hours	29								1,436.37

Tracy-\$37.72	
Madelyn-\$47.66	
Mackenzie - \$49.53	2024

Total	Hours		2,234.61	PH Expense
226.32	6.00		223.46	10% Admin Expense
1,436.37	29.00	Invoice Total	2,458.07	
571.92	12.00			
<u>2,234.61</u>	<u>47.00</u>			

Chisago County Request For Board Action

Meeting Date: November 6, 2024	Item Number: 4
Title of Item for Consideration: Minnesota Department of Health Community Health Board Master Grant Contract 2025-2029	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of a Master Grant Contract with the Minnesota Department of Health dated January 1, 2020 through December 31, 2024.	
Background: The Master Grant Contract is written for a five year period between the Minnesota Department of Health and the County Community Health Board and acts as an umbrella grant to disburse funds for each Grant Project Agreement. The Master Grant Contract is being amended to assure compliance with federal requirements regarding audits as stated in the Code of Federal Regulations. Attachment(s): Minnesota Department of Health Community Health Board Master Grant Contract 2025-2029	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Minnesota Department of Health Community Health Board Master Grant Contract 2025-2029. The suggested motion is as follows: “Move to approve the Minnesota Department of Health Community Health Board Master Grant Contract 2025-2029.”	
Implications of Action: Approval of this Master Grant Contract will ensure compliance with federal requirements and eligible for Grant dollars. Budget/Financial Implications: None. 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 _____

Master Grant Agreement for Community Health Boards

THIS MASTER GRANT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health (“MDH”) and Chisago County Community Health Board (“Grantee”), an independent organization, not an employee of the State of Minnesota, address: 313 N. Main St., Rm 239, Center City, MN 55012. Master Grant Agreement Number: 12-700-00064.

RECITALS

1. Under Minnesota Statutes [§ 144.05](#) and [§ 144.0742](#), MDH is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. MDH and Grantee anticipate entering into project agreements with respect to one or more individual grant projects.
3. MDH and Grantee wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this Master Grant Agreement.

NOW, THEREFORE, it is agreed:

1. TIME

1.1. Effective Date. This Master Grant Agreement shall be effective on January 1, 2025, or the date MDH obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **Grantee must not begin work until MDH’s Authorized Representative has notified Grantee that work may commence.**

1.2 Expiration Date. December 31, 2029. MDH will enter into project agreements with Grantee for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant agreement is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant agreement: Liability, Financial Examinations, Government Data Practices and Tax Compliance Verification, Ownership of Materials and Intellectual Property Rights, and Governing Law, Jurisdiction and Venue.

1.4 Conflict of Terminology: If any term, condition, or provision of this Master Grant Agreement is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. **GRANT REQUIREMENTS.** Requirements of receiving grant funds may include but are not limited to: financial reconciliations of payments to Grantee, site visits of Grantee, programmatic monitoring of work performed by Grantee and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
3. **TRAVEL EXPENSES.** Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current “[Commissioner’s Plan](#)” promulgated by the Commissioner of Minnesota Management and Budget (“MMB”); or, at the Grantee’s established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and

subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

- 4. CONTRACTING AND BIDDING REQUIREMENTS.** A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

5. TERMINATION

5.1 Termination by MDH or Grantee. MDH or Grantee may terminate this Master Grant Agreement at any time, with or without cause, upon 21 calendar days written notice (i.e., by mail, email, or both) to the other party.

5.2 Termination for Cause. MDH may immediately terminate this Master Grant Agreement if MDH finds there has been a failure to comply with the provisions of the Master Grant Agreement. MDH may take action to protect the interest of the State of Minnesota.

5.3 Effect of Termination. If either Grantee or MDH exercises its respective right to terminate this Master Grant Agreement, with or without cause, or if this Master Grant Agreement is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this Master Grant Agreement shall also be terminated as of the date Master Grant Agreement terminates.

6. ASSIGNMENT, AMENDMENTS, WAIVER, AND MASTER GRANT AGREEMENT COMPLETE

6.1 Assignment. Grantee shall neither assign nor transfer any rights or obligations under this Master Grant Agreement.

6.2 Amendment. If there are any amendments to this Master Grant Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

6.3 Waiver. If MDH fails to enforce any provision of this Master Grant Agreement, that failure does not waive the provision or MDH's right to enforce it.

6.4 Master Grant Agreement Complete. This Master Grant Agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this Master Grant Agreement, whether written or oral, may be used to bind either party.

- 7. LIABILITY.** Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of Grantee is governed by [Minn. Stat. ch. 466](#) and other applicable laws. The Minnesota Tort Claims Act, [Minn. Stat. § 3.736](#), and other applicable laws govern MDH's liability.

- 8. FINANCIAL EXAMINATIONS.** The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of individual grant project agreements are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, and the Minnesota State Auditor, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of the individual grant project agreements, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. GOVERNMENT DATA PRACTICES AND DATA SHARING

9.1 Government Data Practices. Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this Master Grant Agreement, must comply with the Minnesota Government Data

Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

9.2 Data Sharing. Grantee agrees to abide by the requirements set out in Exhibit A, "Data Sharing Agreement," and its Attachment A, "Data Elements and Specifications," which is attached and incorporated into this master grant agreement and may be amended in writing from time to time by the mutual assent of the parties.

- 10. TAX COMPLIANCE VERIFICATION.** Pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws, Grantee consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Minnesota Tax Identification Number (TIN), all of which have already been provided to MDH, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, 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 tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership of Materials. "Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of individual grant agreements by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

11.2 Intellectual Property Rights. Grantee represents and warrants that Materials produced or used under individual grant project agreements 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. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. 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 individual grant project agreements, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

- 12. WORKERS' COMPENSATION.** Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by individual grant project agreements and its employees, 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 MDH's obligation or responsibility.
- 13. GOVERNING LAW, JURISDICTION, AND VENUE.** This Master Grant Agreement and individual grant project agreements, amendments and supplements shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Grant Agreement or individual grant project agreements, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. CLERICAL ERROR.** Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Master Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.
- 15. LOBBYING**
- 15.1** Grantee must ensure that individual grant project agreement funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 15.2** In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 15.3** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 15.4** By signing this Master Grant Agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to individual grant project agreements.
- 16. VOTER REGISTRATION REQUIREMENT**
- Grantee will comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by Grantee.

17. OTHER PROVISIONS

17.1 Debarment, Suspension and Responsibility Certification

Federal Regulation [45 CFR 92.35](#) prohibits MDH from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this Master Grant Agreement, Grantee certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency;
2. Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

17.2 Audit Requirements

17.2.1 If the Grantee expends total federal assistance of \$1,000,000 or more per year, the Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

Audits shall be made annually unless the Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

17.2.2 The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

17.2.3 The audit report shall state that the audit was performed in accordance with the provisions of [2 CFR § 200](#).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

17.2.4 The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.5 Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.6 The Statement of Expenditures form can be used for the schedule of federal assistance.

17.2.7 The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.

17.2.8 Grantee agrees to file required audit reports within nine months of Grantee's fiscal year end. Recipients of more than \$1,000,000 in federal funds are required under [2 CFR § 200](#) to submit one copy of the audit report within 30 days after issuance to the Federal Audit Clearinghouse at the following address: www.fac.gov.

17.3 Drug Free Workplace. Grantee agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at [34 CFR Part 85, Subpart F](#).

17.4 Equal Employment Opportunity. Grantee agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at [41 CFR Part 60](#).

17.5 Cost Principles. Grantee agrees to comply with the provisions of [2 CFR § 200](#), commonly referred to as the Uniform Guidance, regarding cost principles for administration of individual grant project agreements.

17.6 Rights to Inventions – Experimental, Developmental or Research Work. Grantee agrees to comply with [37 CFR, Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

17.7 Clean Air Act. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.8 No Conflict of Interest. Grantee will notify MDH when they become aware of any actual, potential, or perceived conflicts of interest as it related to this Master Grant Agreement or individual grant project agreements.

17.9 Telecommunications Certification. By signing this Master Grant Agreement, Grantee certifies that, consistent with [2 CFR § 200.216](#), and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee will not use any funding covered by

individual grant project agreements to procure, obtain, or to extend or renew a contract to procure or obtain “covered telecommunications equipment or services” (as defined in Section 889 of the Act). Grantee will include this certification as a flow down clause in any contracts related to individual grant project agreements.

18. MANDATORY DISCLOSURES

An applicant, recipient, or subrecipient of funding under an individual grant project agreement must promptly disclose whenever, in connection with the individual grant project agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or [Minnesota Statutes, chapter 609](#), or a violation of the civil False Claims Act ([31 U.S.C. 3729–3733](#)) or [Minn. Stat. § 609.465](#) (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency’s Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with [Appendix XII of 2 CFR § 200](#). Failure to make required disclosures can result in any of the remedies described in [2 CFR § 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

19. WHISTLEBLOWER PROTECTIONS

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#) and [Minn. Stat. §§ 15C.145](#) and [181.932–935](#). See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

20. AUTHORIZED REPRESENTATIVES

20.1 MDH’s Authorized Representative. The MDH’S Authorized Representative for purposes of administering this Master Grant Agreement is DeeAnn Finley, Planning Director State, Community Health Division, PO Box 64975, St. Paul, MN 55164, (651) 201-4551, deeann.finley@state.mn.us or their successor.

20.2 Grantee’s Authorized Representative. Grantee’s Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, MN 55056, 651-213-5217, Courtney.Wehrenberg@chisagocountymn.gov, or their successor. Grantee’s Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this Master Grant Agreement. If Grantee selects a new Authorized Representative, Grantee must immediately notify MDH’s Authorized Representative in writing (i.e., email, mail).

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

APPROVED:

1. GRANTEE:

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

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

2. STATE AGENCY:

Master Grant Agreement approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature)
Title:
Date:

Exhibit A

COMMUNITY HEALTH BOARD DATA SHARING AGREEMENT

This Data Sharing Agreement is between the Minnesota Department of Health (“MDH”) and Chisago County Community Health Board, referred to hereinafter as the “Grantee.” This data sharing agreement **is limited to the data described in this agreement.**

Description of data

The MDH will provide preliminary vital event data in a weekly (or at an agreed upon statewide frequency) birth data file to Grantee that includes data from vital records for in-state vital events. Upon request, the MDH will provide preliminary vital event data in birth, and death data files to Grantee that include data from Minnesota vital records or out-of-state vital events for Minnesota residents or both. The files contain public data, confidential data, private health data, and data from out-of-state birth and death records.

On an annual basis, upon request, the MDH will release final birth and death data files to Grantee that include data from vital records for both-in-state vital events and out-of-state vital events for Minnesota residents and occurrences. These files contain public data, confidential data, private health data, and data for out-of-state birth and death records.

Data available for out-of-state births and deaths to Minnesota residents is limited to the data elements shared by the sending jurisdiction. The MDH will provide data from out-of-state birth and death records to Grantee to the extent that the data is available.

Minnesota Statutes, sections 144.215 and 144.221, authorize MDH to collect information on birth and death events occurring within Minnesota. Pursuant to Minnesota Statutes, section 144.225, certain birth record data is not public and death record data is public.

Minnesota Statutes, Section 144.225 authorizes MDH to disclose nonpublic data from Minnesota birth records, including the name and address of a mother and the child's date of birth to the county social services, tribal health department, or public health member of a family services collaborative for purposes of providing services under a family services or community based collaborative (as defined by Minnesota Statutes Section 124D.23); and health data associated with birth registration which identifies a mother or child at high risk for serious disease, disability, or developmental delay to assure access to appropriate health, social, or educational services to a tribal health department or community health board (as defined in section 145A.02, subdivision 5).

The MDH receives out-of-state birth and death record data on Minnesota residents pursuant to the National Association for Public Health Statistics and Information Systems (NAPHSIS) Inter-Jurisdictional Data Exchange (IJE) Agreement for 2021-2025 and other future agreements to follow. The IJE classifies individually identifiable data as confidential and authorizes data sharing with local public health agencies for certain purposes. Before any data sharing occurs, MDH and

local agencies must enter into a written agreement with specific terms and restrictions on data handling, storage, and use.

Upon execution of this agreement, MDH shall provide Grantee with the weekly birth and death data for the years 2025-2029. In addition, MDH shall provide Grantee with the 2025-2028 final data sets annually. MDH shall provide Grantee with all data sets, as outlined in **Attachment A**.

The MDH shall fulfill customized data requests as needed, providing reports that will contain a de-identified dataset. If further analyses are needed, the requester and MDH shall meet to discuss feasibility and scope. The MDH shall proceed with providing the information if both parties reach an agreement. Customized data requests can be made to:

HEALTH.HealthStats@state.mn.us.

Data not included

This agreement only pertains to data described in Attachment A of this exhibit. It does not include:

- Fetal Death Record data for Minnesota and out-of-state fetal death events.
- Data from records of marriage and/or divorce.
- Data from records of induced termination of pregnancy (ITOP).
- Data from the Minnesota Father's Adoption Registry.
- Data from out-of-state birth and death records that is not part of a Minnesota vital record dataset for the same event.

At this time, any data from MDH not referenced in Attachment A is outside the scope of this agreement.

Use of data

CHBs have a need to enhance their capacity to support data, epidemiology assessment and planning efforts. Additionally, CHBs/LHDs need access to vital records birth and death data (excluding fetal death) to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services.

Areas of data support include collecting, securely storing, analyzing, summarizing data, and using data for decision-making across public health areas of responsibility. Birth and death records are vital in public health decision-making efforts and Grantee will use vital records data and vital statistics to assist in better understanding natality and mortality trends for their respective county. Examples of this work may include comprehensive analysis of key rates, life expectancy, and access to prenatal care, the development of reports and dashboard, and coaching on how to interpret vital statistics data.

Local public health agencies will use statewide data for various analyses, that may differ from the methods and purposes mentioned above, tailored to their specific needs, primarily focusing on statewide trends, and conducting linkages.

Grantee will use vital records birth data to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services. In addition, the data will support the implementation of a comprehensive planning process involving all community sectors, facilitating the identification of local needs and the evaluation of existing programs. Furthermore, it will aid in integrating service funding sources to optimize access for children and families, coordinating services to streamline procedures, prioritizing family-centered approaches, and identifying and addressing institutional barriers to service coordination.

Grantee is not conducting any health-related research activities that would require an approval by an Institutional Review Board (IRB). If Grantee wishes to conduct any health-related research activities using any data provided to Grantee by MDH pursuant to this agreement, Grantee must first get approval from MDH's Institutional Review Board (IRB).

Authorities

Data used for purposes other than the purposes described in this agreement or data not included in this agreement must first be authorized in writing by the MDH and jurisdiction of occurrence. In addition, Grantee's use of the data must comply with the Local Public Health Act (Minnesota Statutes, Chapter 145A), the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13), the IJE agreement, and all other applicable laws, regulations, and agreements. To the extent that any data are classified as not public, as defined in Minnesota Statutes, section 13.02, subdivision 8a, MDH is authorized to share data with Grantee under this Agreement to:

- Conduct studies and investigations, collect, and analyze health and vital data, and identify and describe health problems under Minnesota Statutes, section 144.05;
- Coordinate and integrate local, state, and federal programs and services affecting the public's health under Minnesota Statutes, section 144.05;
- Continually assess and evaluate the effectiveness and efficiency of health service systems and public health programming efforts in the state, under Minnesota Statutes, section 144.05;
- Perform health research that requires access to confidential and private birth data, pursuant to Minnesota Statutes, section 144.225, subdivision 4;
- Enter into contractual agreements with any public entity for the provision of statutorily prescribed public health services under Minnesota Statutes, section 144.0742;
- Waive the fee under Minnesota Statutes, Rule 4601.0400 for a birth or death data report used for the purposes stated in this agreement.

Specific Restrictions of Use of Out-of-State Data

MDH receives out-of-state vital event data for Minnesota residents from the jurisdictions of occurrence. These birth and death data are received by MDH and designated as confidential under the NAPHSIS IJE Agreement for 2021-2025 and other future agreements to follow. Pursuant

to the IJE agreement, MDH is permitted to re-release these data to local public health agencies for the support of public health programs or for Health Research.

MDH will re-release data files received under the IJE agreement to Grantee, subject to the following terms and conditions:

- The data received can be used by Grantee for statistical analysis provided that no personally identifiable information is released by Grantee.
- The data received cannot be used by Grantee for any purpose other than Health Research unless Grantee defines specifically how that data will be used and the MDH approves of its use. Health Research, for purposes of this section, means a systematic study to gain information and understanding about health with the goal of finding ways to improve human health. Such study shall conform to or be conducted in accordance with generally accepted scientific standards or principles and be designed to develop or contribute to generalizable scientific knowledge.
- Any Health Research done by Grantee with the out-of-state data must be approved by the Minnesota Department of Health's Institutional Review Board (IRB).
- Vital event data received for Health Research is deemed confidential and personally identifiable information may not be released by Grantee. Specific procedures for responding to external data requests are described in the Government Data Practices section, below. Out-of-state data may only be shared or published (i.e., research findings) in an aggregate, de-identified form.
- The data files received by Grantee must be stored and transferred on a secure network.
- The data files received by Grantee must be destroyed according to MDH's record retention and confidential records destruction policies.
- Grantee is prohibited from releasing or re-releasing individual level out-of-state data provided by MDH. Use of out-of-state data will only be shared or published in aggregate form.
- Grantee is prohibited from doing any follow-back or follow-up investigations.
- MDH will determine and define the destination path of the files.
- Grantee must notify MDH within 24 hours of discovery of any security breach of data received under this agreement.

Method of data access or transfer

MDH will generate and transfer the birth and death data files securely using an efficient mechanism that is agreeable to both the MDH and data recipient. The transfer method and frequency is subject to change as technology advances and MDH modernizes its data exchange processes.

Data privacy and security

Storing the birth and death data file or files generated from this data on a personal computer is prohibited. The data file and files generated from this data must be stored on the Grantee's secured server to ensure data integrity and confidentiality. If there are changes to the data security protocol or a data security incident, the Grantee will report this immediately to the MDH's Institutional Review Board (IRB) and MDH.

Destruction of data

Grantee shall permanently delete record level data files but may retain any summary data generated from them or summary data provided by MDH. This shall be done within five years of receiving each record level file, including out-of-state data. Electronic and paper hard copies that contain record-level data from the original files must be permanently deleted or shredded and disposed of by a professional, licensed document disposal company. Grantee shall certify to the MDH Authorized Representative the fact and date of destruction of all record level data.

Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act and all other applicable laws and regulations as they apply to all data provided by MDH under this Agreement. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies" apply to Grantee and MDH.

If Grantee receives a request to release the data provided by MDH under this Agreement, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of data of the requesting party before the data are released. MDH's response to the request must comply with the applicable law.

Attachment A: Data Elements and Specifications

Birth Data Elements:

Record Type: Instate/Out-of-state

State file number

Record designated as public

Date filed

Child's full name

Child's date of birth

Child's sex

Birth facility (name, id, country, state, city, address, zip code)

Place of birth type

Parents' full name (includes mother's full maiden name)

Parents' date/time of birth

Parents' age

Parents' birthplace

Parents' address

Parents' education

Parents' race/ethnicity

All geographical variables

Attendant's name, title, address

Child's medical information

- Infant transferred to facility, birth weight, gestational age, apgar score, infant breastfed, hepatitis B/immune globulin vaccine, plurality, birth order, infant alive at time of filing/disposition
- Abnormal conditions
- Congenital anomalies

Mother's medical information

- Mother transferred for maternal medical or fetal indications for delivery, WIC received, drug use, principal source of payment, cigarette use, marital status
- Risk factors
- Characteristics of labor
- Infection present/treated
- Onset of labor
- Method of delivery
- Prenatal information (includes height, weight, date of last menses)
- Prenatal obstetric procedures

- Previous pregnancy (includes live births and outcomes) information
- Maternal morbidity

Death Data Elements:

State file number

Date filed

Decedent's full name

Decedent's maiden name

Decedent's sex

Decedent's age

Decedent's date/time of death

Decedent's date of birth

Decedent's place of birth

Decedent's occupation

Decedent's industry

Decedent's residence address

Decedent's place of death (facility, country, state, city, county, zip code)

Decedent's race/ethnicity

Decedent's marital status

Decedent's education

Decedent's veteran status

Decedent's cause and manner of death

Injury information

ICD-10 and race/ethnicity codes

Tobacco contributed to death

Autopsy Results

Disposition

Medical certifier's name, license number, title, address

Spouse/parents/informants information

Funeral directors name

Funeral home information

All geographical variables

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, October 16, 2024**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, October 16, 2024 at the Chisago County Government Center with the following Commissioners present: Swenson, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

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

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

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

Regional Rail Authority (MN Stat. 398A.03)

1.) CSAH 30 Reconstruction Project Improvements

On motion by Montzka, seconded by Greene, the Board appointed Commissioner Dunne as Chair and Commissioner Dahlberg as Vice Chair for the Regional Rail Authority. The motion **passed** 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 CSAH 30 Reconstruction project improvements which impact the right of way which is under the jurisdiction of the Chisago County Regional Rail Authority. The motion **passed** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board adjourned the Regional Rail Authority at 6:33 p.m. 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 Chisago County Ditch/Drainage Authority at 6:33 p.m. The motion **passed** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Chisago County Ditch/Drainage Authority (MN Stat. 103E.202, subd. 4)
2.) Ditch #7 Improvements

On motion by Montzka, seconded by Greene, the Board appointed Commissioner Dunne as Chair and Commissioner Dahlberg as Vice Chair for the Chisago County Ditch/Drainage Authority. The motion **passed** 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 Ditch improvement for Public Ditch #7 because the CSAH 30 reconstruction project impacts the ditch. The motion **passed** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Montzka, the Board adjourned the Chisago County Ditch/Drainage Authority at 6:36 p.m. The motion **passed** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board opened 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.

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 Montzka, the Board moved items 3-7 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Montzka, the Board moved to close the Road and Bridge Committee of the Whole at 6:48 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.

- 3.) R&B Committee Recommendation – County Engineer’s Report
 - 4.) R&B Committee Recommendation – Advance Construction Resolution – CSAH
- 10

RESOLUTION NO. 24/1016-1
2024 ADVANCE FROM THE COUNTY STATE AID CONSTRUCTION FUND

WHEREAS, the County of Chisago is planning to implement County State Aid Street Project(s) in 2024 which will require State Aid funds in excess of those available in its State Aid Regular/Municipal Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular/Municipal Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date: January 1, 2024	\$4,253,354
Less estimated disbursements:	
Project # 013-623-010	\$ 51,000
Project # 013-621-010	\$ 1,300,000
Project # 013-610-012	\$ 5,500,000
Bond Principle (if any)	\$ 0
Project Finals (overruns-if any)	\$ 0
Other _____	\$ _____
Total Estimated Disbursements	\$ 6,851,000
Advance Amount (amount in excess of acct balance)	\$ 2,597,646

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Chisago in an amount up to \$2,597,646 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular/Municipal Construction Account of said County from future year allocations until fully repaid.

- 5.) R&B Committee Recommendation – Out of State Travel Request – NACE, Schaumburg IL
- 6.) R&B Committee Recommendation – TH 8 Reconstruction Final Design Services Contract
- 7.) R&B Committee Recommendation – Right of Way Acquisition Services – CSAH 19
- 8.) Minutes from the October 2, 2024, County Board of Commissioners Meeting
- 9.) Payment of County's Warrants and Miscellaneous Bills \$1,095,750.28
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.
- 10.) Mileage Reimbursement Request – HHS

County Administrator Chase Burnham presented the Environmental Services Director's Report. **No action was taken.**

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 24/1016-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Hirsch Homestead generally located at 11803 Olson Road in Sunrise Township, (PID # 09.00049.00).

RESOLUTION NO. 24/1016-2

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF HIRSCH HOMESTEAD

WHEREAS, property owner Virginia Carlson submitted an application dated received August 2, 2024 and considered complete on August 5, 2024 for the Preliminary Plat of Hirsch Homestead; and

WHEREAS, the property owner wishes to create one 10± acre lot from the 50.7± acre subject site; and

WHEREAS, the subject site is located at 11803 Olson Road in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00049.00

Northeast Quarter of Southwest Quarter (NE 1/4 of SW 1/4) and Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4), except the East 990 feet of the Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4) of Section Five (5), Township Thirty-five (35), Range Twenty (20), Chisago County, Minnesota.

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Hirsch Homestead with conditions per Resolution No. PC2024-1001; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Hirsch Homestead and the Planning Commission's recommendation at its October 16, 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 Hirsch Homestead, subject to the following conditions:

1. The Preliminary Plat of Hirsch Homestead is approved per plat drawing dated signed June 28, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

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. 24/1016-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Mariah Van Heel Interim Use Permit (IUP) to allow an accessory structure on her 29-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is generally located at the Southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township (PID #01.00393.10).

RESOLUTION NO. 24/1016-3

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE WITHOUT THE PRESENCE OF A PRINCIPAL USE STRUCTURE ON PROPERTY IDENTIFIED AS PID 01.00393.10 IN AMADOR TOWNSHIP

WHEREAS, property owner Mariah Van Heel submitted an application dated received and considered complete on August 5, 2024 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property located at the southwest corner of 375th Street / CSAH 11 and Pottery Trail in Amador Township; and

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

WHEREAS, the subject site is 29± acres in size and legally described as:

PID 01.00393.10

The West Half of the Northwest Quarter of the Southeast Quarter of Section 26, Township 35 North, Range 20 West, Chisago County, Minnesota.

That part of the following described real property lying northwesterly of the centerline of Pottery Trail:
The West Half of the West Half of the Northeast Quarter of the Southeast Quarter (W1/2 of W1/2 of NE1/4 of SE1/4) and
The East Half of the Northwest Quarter of the Southeast Quarter (E1/2 of NW1/4 of SE1/4),
all located in Section 26, Township 35, Range 20, Chisago County, Minnesota.

AND

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1002; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its October 16, 2024 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

Finding #1 The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Amador Town Board, serving

as Road Authority for Pottery Trail, did not provide any written concern regarding the impact on Pottery Trail following its September 17, 2024, review of the request.

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

Finding #3 Given the size of the subject site (29± acres), the existing forestation / vegetation, the current agricultural use of neighboring properties, the size of adjacent properties, and the fact that the structure is proposed to exceed all required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.

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

Finding #4 The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.

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

Finding #5 The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.

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

Finding #6 See Finding #5.

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

Finding #7 The proposed accessory structure is intended for the property owner's personal use and storage. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single-family dwelling, which is a Permitted Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Amador Town Board, serving as Road Authority for Pottery Trail, did not communicate any concerns related to traffic hazards or congestion on Pottery Trail following its September 17, 2024, review of the request.

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

Finding #8 The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare, or general unsightliness.

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

1. This approval allows for a singular 3,200 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 5, 2024, and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.
2. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
3. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure, or the permit holder requests an Amendment to this Interim Use Permit.
4. Any change to the approved accessory structure involving enlargements, intensification, or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
5. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
6. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
7. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 24/1016-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Goose Lake Acres generally located at 48300 Cedarcrest Trail/CSAH 8, in Nessel Township, (PID # 06.00707.00).

RESOLUTION NO. 24/1016-4

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF GOOSE LAKE ACRES

WHEREAS, property owners David Nichols & Sheryl Nichols and applicant Dennis Batty submitted an application dated received August 21, 2024 and considered complete on August 27, 2024 for the Preliminary Plat of Goose Lake Acres; and

WHEREAS, the property owners wish to create three lots, ranging in size from 5± acres to 7.5± acres, from the 40± acre subject site; and

WHEREAS, the subject site is located at 48300 Cedarcrest Trail / CSAH 8 in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00707.00

The Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chisago County, Minnesota.

AND

That part of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section Thirty-four (34), Township Thirty-seven (37), Range Twenty-two (22), Chisago County, Minnesota described as follows:

Beginning at the northeast corner of said SE 1/4 of the SE 1/4; thence South 01 degrees 47 minutes 36 seconds West, assumed bearing, along the east line of said SE 1/4 of the SE 1/4, a distance of 25.00 feet; thence North 88 degrees 43 minutes 33 seconds West a distance of 343.99 feet; thence North 87 degrees 43 minutes 38 seconds West a distance of 782.18 feet, more or less, to the north line of said Southeast Quarter of the Southeast Quarter, thence easterly, along said north line, a distance of 1126.34 feet to the point of beginning and said line there terminating.

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner (D. Nichols) and applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Goose Lake Acres with conditions per Resolution No. PC2024-1003; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Goose Lake Acres and the Planning Commission's recommendation at its October 16, 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 Goose Lake Acres, subject to the following conditions:

1. The Preliminary Plat of Goose Lake Acres is approved per plat drawing dated signed August 13, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

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. 24/1016-5, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Fjellansbole Acres generally located at 11293 335th Street in Chisago Lake Township, (PID # 02.00601.00).

RESOLUTION NO. 24/1016-5

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF FJELLANSBOLE ACRES**

WHEREAS, property owners Alan Johnson & Marilyn Johnson and applicant Chris DuBose submitted an application dated received August 22, 2024 and considered complete on August 27, 2024 for the Preliminary Plat of Fjellansbole Acres; and

WHEREAS, the property owners wish to create one 7.2± acre lot from the 67.7± acre subject site; and

WHEREAS, the subject site is located at 11293 335th Street in Chisago Lake Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 02.00601.00

The Northwest Quarter of the Northwest Quarter and Lot 6, all in Section 17, Township 34, Range 20,

Also part of Lot 7 in Section 17, Township 34, Range 20, described as follows, to-wit:

Commencing at the quarter section post between Sections 17 and 18, Township 34, Range 20, variation 14° East, running thence south 45° East 9 chains and 50 links to the bank of Sunrise Lake, thence in a Northeasterly direction along the margin of said lake to the point where the quarter section line running east through Section 17 intersects the said lake, thence west along the quarter section line 13 chains and 90 links, to the point of beginning.

EXCEPT THE FOLLOWING TWO PARCELS:

That part of Government Lots 6 and 7 of Section 17, Township 34, Range 20, described as follows:

Commencing at the quarter corner section post between Sections 17 and 18; thence North a distance of 800 feet along the section line; thence East, assumed bearing, a distance of 660 feet to the point of beginning, thence South, assumed bearing, for a distance of 528 feet, thence deflecting 45° East, continuing Southeasterly for a distance of 260 feet, more or less, to the lakeshore; thence Northeasterly along the lakeshore a distance of 780 feet, more or less, to the Southerly extension of the East line of Government Lot 6; thence North, along the East line of Government Lot 6 to a point East, assumed bearing, of the point of beginning; thence West, assumed bearing, a distance of 660 feet, more or less, to the point of beginning, and there ending.

AND

That part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 17, Township 34, Range 20, described as follows:

Commencing at the Northwest corner of the NW1/4 of NW1/4, thence East along the North line of the NW1/4 of NW1/4, a distance of 350 feet which is the point of beginning, thence South and parallel to the West line of the NW1/4 of NW1/4 a distance of 306 feet; thence Northeasterly to a point on the East line of the NW1/4 of NW1/4, which is located 174 feet South of the Northeast corner of the NW1/4 of NW1/4, thence North along said East line a distance of 174 feet to the Northeast corner thereof; thence West on the North line of the NW1/4 of NW1/4 to the point of beginning.

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Fjellansbole Acres with conditions per Resolution No. PC2024-1004; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Fjellansbole Acres and the Planning Commission's recommendation at its October 16, 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 Fjellansbole Acres, subject to the following conditions:

4. The Preliminary Plat of Fjellansbole Acres is approved per plat drawing dated signed August 5, 2024, and shown to be amended last on August 12, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
5. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 24/1016-6, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Jaime Jacobson & Lisa Logue Interim Use Permit (IUP) to allow an accessory structure on their 20-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is generally located between Elmcrest Avenue and Falcon Avenue / CSAH 9 on the north side of 520th Street in Nessel Township (PID #06.00030.00).

RESOLUTION NO. 24/1016-6

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE WITHOUT THE PRESENCE OF A PRINCIPAL USE STRUCTURE ON PROPERTY IDENTIFIED AS PID 06.00030.10 IN NESSEL TOWNSHIP

WHEREAS, property owners Jaime Jacobson & Lisa Logue submitted an application dated received August 27, 2024 and considered complete on August 28, 2024 for an Interim Use Permit allowing an accessory structure without the presence of a principal use structure on property located at xxxxx 520th Street in Nessel Township; and

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

WHEREAS, the subject site is 20± acres in size and legally described as:

PID 06.00030.10

The West Half of the Southwest Quarter of the Southeast Quarter (W ½ of SW ¼ of SE ¼) of Section Seven (7), Township Thirty-seven (37) North, Range Twenty-one (21) West, Chisago County, Minnesota.

Subject to and together with any valid easements, reservations, restrictions and covenants, if any.

WHEREAS, notice was provided and on October 3, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owners, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1005; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its October 16, 2024 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

Finding #1 The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 Being that the proposed use is intended solely for residential storage purposes, the County finds that the proposed use will not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site. Further, the Nessel Town Board, serving as Road Authority, did not provide any written concern regarding the impact on 520th Street or surrounding Township roads following its September 10, 2024, review of the request.

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

Finding #3 Given the size of the subject site (20± acres), the existing forestation / vegetation located north, east, and south of the proposed structure, the current agricultural use of the property to the west, the size of adjacent properties, and the fact that the structure is proposed to exceed all

required setbacks, the County finds that the subject site is sufficiently separated by distance and screening from adjacent development so as to neither cause undue negative impact nor deter future development.

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

Finding #4 The Chisago County Zoning Ordinance does not identify any aesthetic requirements for accessory structures within the Agricultural (AG) District; therefore, the County finds that there is no evidence to suggest that the structure will have an appearance which will cause adverse effects upon adjacent properties.

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

Finding #5 The Chisago County Zoning Ordinance allows a singular accessory structure without the presence of a principal use structure in the Agricultural (AG) District with issuance of an Interim Use Permit; therefore, the County finds that the proposed use is in compliance with land use goals and regulations established by the County's official land use controls.

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

Finding #6 See Finding #5.

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

Finding #7 The proposed accessory structure is intended for the property owners' personal use and storage, and the property owners have stated in their application materials that it will not be used for commercial use. The County finds that the accessory structure will create minimal traffic – certainly less traffic than that associated with a single family dwelling, which is a Permitted Use in the same zoning district – and will not cause traffic hazard or congestion. Further, the Nessel Town Board, serving as Road Authority, did not communicate any concerns related to traffic hazards or congestion on 520th Street or surrounding Township roads following its September 10, 2024 review of the request.

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

Finding #8 The proposed use is consistent with accessory structures allowed in the Agricultural (AG) District and it will be separated from neighboring properties by significant distance and existing forestation / vegetation; therefore, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

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

8. This approval allows for a singular 3,456 sf accessory structure for personal use and storage without the presence of a principal use structure, subject to the conditions below. The accessory structure shall be constructed in general conformance with the application materials dated received August 27, 2024, and kept on file with the Chisago County Department of Environmental Services. Any significant deviation from the approved request, as determined by the Department of

Environmental Services, shall require further consideration by the Planning Commission and determination by the County Board of Commissioners.

9. The structure shall not be used for overnight accommodations or include residential living quarters, until and unless this specific use is allowed per the Chisago County Zoning Ordinance. Further, the structure shall not be used for commercial purposes, until and unless this specific use is allowed per the Chisago County Zoning Ordinance.
10. No sanitary facilities shall be allowed within the accessory structure until and unless the property is further developed with a principal use structure, or the permit holder requests an Amendment to this Interim Use Permit.
11. Any change to the approved accessory structure involving enlargements, intensification, or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Amendment to this Interim Use Permit.
12. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
13. This Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal use structure.
14. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

On motion by Dahlberg, seconded by Montzka, the Board moved to approve Resolution No. 24/1016-7, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Ponytail Addition generally located at the southeast corner of Rush Lake Trail / CSAH 1 and 527th Street / CR 94 in Nessel Township, (PID # 06.00235.10).

RESOLUTION NO. 24/1016-7

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF PONYTAIL ADDITION**

WHEREAS, property owners Kenneth Knoss & Bernice Knoss and applicant Larry Hansen submitted an application dated received May 31, 2024 and considered complete on June 3, 2024 for the Preliminary Plat of Ponytail Addition; and

WHEREAS, the property owners wish to create one lot from the 46± acre subject site; and

WHEREAS, the subject site is generally located at the southeast corner of Rush Lake Trail / CSAH 1 and 527th Street / CR 94 in Nessel Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.10

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

AND

The West 108 feet of the Southeast Quarter of the Northeast Quarter of Section 11, Township 37, Range 22, Chisago County, Minnesota.

AND

That part of the Northeast Quarter of the Southeast Quarter and that part of Government Lot 3 lying East of the center line of Chisago County Road No. 1 as laid out and traveled August 14, 2003, all in Section 11, Township 37, Range 22, Chisago County, Minnesota, lying Northerly of the following described line:

Commencing at the East Quarter corner of said Section 11; thence South 00 degrees 07 minutes 51 seconds East, assumed bearing along the East line of the Southeast Quarter of said Section 11, a distance of 655.00 feet to the point of beginning of the line to be described; thence South 76 degrees 47 minutes 00 seconds West, 152.00 feet; thence South 38 degrees 20 minutes 00 seconds West, 173.24 feet; thence South 87 degrees 20 minutes 00 seconds West, 1339.14 feet, to the West line of Parcel 27, Chisago County Highway Right-of-Way Plat No. 71, and said line there terminating.

WHEREAS, the Preliminary Plat of Ponytail Addition was recommended for approval by the Planning Commission on July 11, 2024 and approved by the Board of Commissioners on July 17, 2024; and

WHEREAS, at the time of Preliminary Plat approval, Kenneth Knoss & Bernice Knoss were identified as legal owners of the lands subject to the application. By affidavit of identity and survivorship recorded on August 14, 2024, Kenneth Knoss acquired the interest held by Bernice Knoss at the time of her death; and

WHEREAS, property owner Kenneth Knoss, a widowed person, and applicant Larry Hansen submitted a request for Final Plat of Ponytail Addition on September 16, 2024; and

WHEREAS, the Final Plat submitted on September 16, 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 property owner's attorney dated August 27, 2024, and the Attorney's Office has provided a legal opinion that full legal title of the subject property is in the name of Kenneth W. Knoss, a widowed person.

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

7. The Final Plat is approved as submitted on September 16, 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.
8. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

On motion by Greene, seconded by Montzka, the Board moved to approve and authorize execution of the FY 2025 State of Minnesota Board of Water and Soil Resources MPCA SSTS Program Grant Agreement and Septic Grant Program Policy. 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 accept the October 9th Budget and Finance Report, approve removing the trees around the Chisago County Government Center for \$12,900 or less using unallocated ARPA, approve purchasing a post puller for the Public Works Department for \$8,492, paying for it using 2024 unallocated CIP funds, approve funding \$20,850 worth of removed 2025 operating budget requests: Chisago County Historical Society Digital Memories Project, County Assessor and County Attorney Chairs, and Environmental Services Safety Equipment, approve funding the \$8,500 for the concrete repair at the Center City Public Works Facility and \$3,500 for the controller at the Harris Sheriff District Office from the 2024 unallocated CIP, approve funding the increase of \$2,875, from the already allocated Management Training ARPA allocation, to the Strategic Planning project for payment to Dave Unmacht. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve the 2025 Agreement to Provide Law Enforcement Services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris, and Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve the Children's Mental Health Screening Grant 2025. 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 HHS Interview Rooms project for \$29,503.54 using 2024 CIP funds. 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 confirm the appointment of Mr. Daryl Moeller as Chisago County Assessor.

RESOLUTION NO. 24/1016-8
REAPPOINTING DARYL MOELLER
AS CHISAGO COUNTY ASSESSOR

WHEREAS, Minnesota Statute 273.061 provides for each County Board of the State of Minnesota to fill the office of County Assessor by appointment for a term of four years; and

WHEREAS, Chisago County Assessor Daryl Moeller has performed exceedingly well the performance of the duties and responsibilities of his office during the past four-year term as; and

WHEREAS, the citizens of Chisago County and the property tax system which we administer will be well served by the continued management by and oversight of the incumbent Assessor;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby reappoints Daryl Moeller as the County Assessor for a four-year term effective January 1, 2025.

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 2024 Contract for Professional Services with Widseth Smith Nolting & Associates Inc., and corresponding budget adjustment of \$3,500. 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 call for a public hearing on the ordinance relating to the Regulation and Registration of Cannabis Retail Businesses and Lower-Potency Hemp Edible Retailer Businesses Chisago County on November 6th, 2024, at 7 p.m. 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 2024 Seal Coat Program CP 013-SC-024. 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 November 4-11, 2024, as "Operation Green Light for Veterans."

RESOLUTION NO. 24/1016-9

SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of Chisago County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Chisago County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44–72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Chisago County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Chisago County hereby declares from October through Veterans Day, November 11th, 2024, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Chisago County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th through the 11th, 2024.

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

CITIZENS FORUM

TIME – 7:19 p.m.

END TIME – 7:19 p.m.

of SPEAKERS –0

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 Montzka, seconded by Swenson, the Board adjourned the meeting at 7:36 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Attest: _____
Christina Vollrath
Clerk of the Board

Marlys Dunne, Chair



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 6, 2024**

6

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$856,708.88

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	613,001.94	General Revenue Fund	
	3	140,624.71	Road And Bridge Fund	
	12	56,425.02	Capital Equipment Fund	
	14	41,247.31	Solid Waste Fund	
	18	3,143.50	Lake Imprvmnt Distr Maint	
	72	76.40	Forfeited Tax Sale Agency Fund	
	76	2,190.00	Employee Recognition Agency Fu	
	All Funds	856,708.88	Total	Approved by,



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 6, 2024**

7

**Recognition of Years with the County
November**

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Lynn L.	Case Aide HHS	35
Michelle C.	Child Support Supr.	30
Alicia S.	Dir. Emer. Comm.	29
Ronald I.	Deputy Sheriff	24
Jenny S.	CTC Coordinator	21
Jodi B.	Health Pre. Coord.	18
Terri B.	Deputy Sheriff	13
Jennifer K.	Sr. Social Worker	12
Brett S.	Career Coor. Agnt	8
Jacob L.	Infrastructure Eng.	8
Joshua M.	Equip. Operator Hwy	8
Tad S.	Infrastructure Eng.	8
Jocelyn H.	Social Worker	6
Anna E.	Sr. Social Worker	6
Jonathon B.	Deputy Sheriff	5
Jennifer K.	Comm. Ctr Sgt.	5
Stacy V.	Case Aide HHS	5

Michael C.	Equip. Operator Hwy	3
Carlie K.	Eligibility Worker	3
Gloria N.	Supp. Enforce Aide 2	3
Leah B.	Eligibility Worker	3
Todd L.	Custodian	3
Mark H.	Probation Director	3
Daryl M.	County Assessor	3
Frannie F.	Case Aide HHS	2
Ann R.	Eligibility Worker	2
Tristan O.	Deputy Sheriff	2
Jillian S.	Asst. Co. Atty. 1	2
Megan S.	Materials Exh Coord.	2
Michael N.	Corrections Officer	1
Gabrielle K.	Eligibility Worker	1
Julie M.	Legal Asst. 1	1
Mandy R.	Social Worker	1
Theresa A.	Social Worker	1
Lori F.	Telecommunicator	1
Justin W.	Deputy Sheriff	1

Chisago County Request for Board Action

Meeting Date: November 6, 2024	Item Number: 8
Title of Item for Consideration: Public Hearing – Regulation and Registration of Cannabis Retail Businesses	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: At the October 16 th Board of Commissioners meeting, the Board set the public hearing for 7:00 p.m. at the November 6 th Board of Commissioners meeting.	
Background: During the 2023 Legislative Session, the MN legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession, and personal growing of cannabis became legal August 1, 2023. The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes County Board of Chisago County to protect the public health, safety, welfare of Chisago County residents by regulating cannabis and lower-potency hemp edible businesses within the legal boundaries of Chisago County. The proposed ordinance will be considered at a meeting of the Chisago County Board of Commissioners, in the Boardroom at the Chisago County Government Services Center, at 313 N. Main St. Center City, Minnesota, on November 6th, 2024, at 7:00 p.m. following a public hearing. Attachment(s): DRAFT Ordinance relating to the Regulation and Registration of Cannabis Retail Businesses and Lower-Potency Hemp Edible Retailer Businesses	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Regulation and Registration of Cannabis Retail Businesses and Lower-Potency Hemp Edible Retailer Businesses Ordinance. The following motion is suggested: <i>“move to approve the Regulation and Registration of Cannabis Retail Businesses and Lower-Potency Hemp Edible Retailer Businesses Ordinance.”</i>	
Implications of Action: If approved the County can protect the public health, safety, welfare of Chisago County residents by regulating cannabis and lower-potency hemp edible businesses within the legal boundaries of Chisago County. Budget/Financial Implications: None directly. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney’s Office has reviewed the ordinance 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 ORDINANCE # _____

An ordinance relating to the regulation and registration of cannabis retail businesses and lower-potency hemp edible retailer businesses.

The Chisago County Board of Commissioners Ordains:

SECTION 1. ADMINISTRATION

Subsection 1.1: Findings and Purpose. The Chisago County Board of Commissioners makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes County Board of Chisago County to protect the public health, safety, welfare of Chisago County residents by regulating cannabis and lower-potency hemp edible businesses within the legal boundaries of Chisago County.

The Chisago County Board of Commissioners finds and concludes that the proposed provisions are appropriate and lawful regulations for Chisago County, that they are in the public interest and for the public good.

Subsection 1.2. Authority. The Chisago County Board of Commissioners has the authority to adopt this ordinance pursuant to:

- (A) 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. 342.27, regarding the general requirements of state-licensed cannabis retail businesses.

Subsection 1.3. Jurisdiction. This ordinance shall be applicable to all places within the legal boundaries of Chisago County for which a city or town that lies within the boundaries of Chisago County has delegated authority to Chisago County for purposes of cannabis and hemp retailer registration.

Subsection 1.4. Severability. If any section or portion of this Ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or affect the validity and enforceability of any other section or provision of this Ordinance.

Subsection 1.5. Administration and Enforcement. The Chisago County Auditor/Treasurer in coordination with Chisago County Health and Human Services and the Chisago County Sheriff's

Office 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 public nuisance and 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. All rights and remedies accruing to the County, at law or in equity, in preventing and abating public nuisances accrue with respect to violations occurring hereunder.

Subsection 1.6. Definitions and Interpretations. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term “shall” means mandatory and the term “may” means permissive.

The definitions set forth in Minn. Stat. §342.01 are hereby adopted and incorporated into this ordinance, as amended from time to time.

The following terms shall have these definitions given to them:

- (A) “Board” means the Chisago County Board of Commissioners.
- (B) “Cannabis Retail Business” means a retail location and the retail location(s) of mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.
- (C) “Cannabis Retailer” means 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.
- (D) “County” means the County of Chisago.
- (E) “Daycare” means an individual, organization, childcare center, or facility licensed with the Minnesota Department of Human Services, pursuant to Minn. Stat. §245A, or subsequent provisions regulating the licensure, to provide for the care of a child in a location outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
- (F) “Residential Treatment Facility” means a 24-hour-a-day program for persons under the treatment supervision of a mental health professional or substance use disorder professional, licensed by the Minnesota Department of Human Services, pursuant to Minn. Stat. §245A, or subsequent provisions regulating the licensure, in a community residential setting other than an acute care hospital or regional treatment center inpatient unit.
- (G) “Retail Registration” means an approved registration issued by Chisago County to a state-licensed cannabis retail business, consistent with Minn. Stat. §342.22 .
- (H) “School” means a public school including elementary, middle, and secondary school as defined under Minn. Stat. § 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. § 120A.24.
- (I) “State License” means an approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

The provisions of this Ordinance shall be considered minimum requirements and shall be liberally construed in favor of Chisago County and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

SECTION 2. REQUIREMENTS FOR CANNABIS RETAIL BUSINESSES

Subsection 2.1. Land Use Buffer

(A) Cannabinoid manufacturing, wholesaling, sales, transportation, delivery, and indoor/outdoor cultivation are prohibited from locating or operating within the following prescribed buffer distances. Measurements shall be made in a straight line, without regard to city or county boundaries, intervening structures, or objects, from the nearest point of the approved premises containing the cannabinoid use to the nearest point of the following prescribed facility or building:

- a. 1,000 feet of a school (including public/nonpublic school, college, or university)
- b. 500 feet of a licensed childcare/daycare
- c. 500 feet of a residential treatment facility
- d. 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field
- e. 500 feet from one cannabis retail business to another cannabis retail business
- f. 500 feet of a local or regional public trail that is regularly used by minors
- g. 500 feet of a hospital, clinic, assisted senior living facility, rehabilitation facility, or psychiatric or counseling center, office, or business
- h. 500 feet of a residential home, group home, or ground floor apartment
- i. 1,000 feet of a place of worship, church, or religious institution; community center; fairgrounds; event center; residential shelter, or similar place of public accommodation or gathering place as determined by the Zoning Administrator.

(B) Nothing in the land use buffer section shall prohibit an active cannabis business or a cannabis business seeking registration or licensing renewal from continuing operation at the same site if the above buffered uses move within the minimum buffer zone.

Subsection 2.2. Hours of Operation for Retail Businesses

A cannabis retail business with a license or endorsement authorizing the retail sale of cannabis flower or cannabis products, excluding lower-potency hemp edible retail businesses, may not:

(A) Sell cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products for any period between 10:00 p.m. and 8:00 a.m. the following day, or between 8:00 a.m. and 10:00 a.m. on Sundays.

(B) Be open to the public or sell any other products at times when the cannabis business is prohibited from selling cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products.

(C)

Subsection 2.3. Advertising

All cannabis retail businesses must comply with Minn. Stat. § 342.64. Cannabis retail businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, consistent with applicable state law and the Chisago County Zoning Ordinance, Section 1.17.1

Subsection 2.4. Prohibitions on Price Discounting and Coupons

No cannabis retail business shall accept or redeem any coupon, price promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any licensed products to a client, customer, consumer or patient at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.

SECTION 3. REGISTRATION OF CANNABIS RETAIL BUSINESSES

Chisago County shall be the cannabis retail business registration authority for those local units of government that have delegated their registration authority to Chisago County.

Subsection 3.1. Consent to Registering of Cannabis Retail Businesses

No individual or entity may operate a state-licensed cannabis retail business within Chisago County without first registering with the local unit of government in which the business is located, or with Chisago County when the local unit of government has delegated registration authority to Chisago County.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty "in an amount established in the Chisago County Fee Schedule

Subsection 3.2. Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, Chisago County may conduct a preliminary compliance check to ensure compliance with applicable laws.

Subsection 3.3. Limiting of Registrations

(A) **Individual City or Town Limit for Registrations** – For each city or town within Chisago County that has delegated their authority to register cannabis retail

businesses to Chisago County, Chisago County limits the number of registrations for licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement to no more than one for every 12,500 residents for each separate city or town based upon that city or town's population as determined by the most recent Minnesota State Demographer estimate.

- (B) Countywide Limit for Registrations** - Excluding those cities and towns which have not delegated registration authority to Chisago County, if Chisago County has one active cannabis retail registration for every 12,500 residents within the non-excluded areas of the county based on the total population of Chisago County in those non-excluded areas as determined by the most recent Minnesota State Demographer estimate, then Chisago County shall not be required to register additional state-licensed cannabis retail businesses for any city or town for which Chisago County has been delegated authority to register cannabis retail businesses; provided the number of active cannabis retail registrations within the entirety of the county meets or exceeds one for every 12,500 residents based on the entire population of the county as a whole.
- (C) Exception** - This subsection does not apply to lower-potency hemp edible retail businesses, medical combination businesses operating a retail location, or municipal cannabis retail businesses within Chisago County, and registrations for these businesses are not included the calculations for registration limits.

Subsection 3.4. Registration & Application Procedure

(A) Fees

Chisago County shall not charge an application fee. See Minn. Stat. § 342.22, subd. 2(b).

A registration fee, as established in Chisago County's fee schedule, shall be charged to applicants depending on the type of retail business for which a license is sought..

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 Chisago County shall be charged at the time of the second annual renewal and each subsequent annual 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.

(B) Application Submittal

Chisago County, for those applicants in locations where the local unit of government has delegated registration authority to Chisago County, shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. §

342.22.

- 1) An applicant for a retail registration shall fill out an application form, as provided by Chisago County. Said form shall include, but is not limited to:
 - i. Full name of the applicant;
 - ii. Full name of the property owner, as well as mailing address, email address and telephone number of the property owner, if property owner is different from the applicant;
 - iii. Address, email address, and telephone number of the applicant;
 - iv. The address and parcel ID for the property which the retail registration is sought;
 - v. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. § 342.13; and
- 2) The applicant shall include with the form:
 - i. The application fee as required in Section 3.4.A above;
 - ii. A copy of a valid state license or written notice of OCM license preapproval;
 - iii. A copy of the lease agreement or other contract authorizing applicant to occupy the retail location if the applicant is not the owner of the property;
 - iv. Verification that applicant is current on all applicable property taxes and assessments at the location where the retail establishment is located;
 - v. A copy of the documentation showing compliance with state fire and building codes, if applicable to the business; and
 - vi. A certificate of liability insurance.
- 3) Once an application is considered complete, Chisago County shall inform the applicant as such, process the application fees, and forward the application to the Chisago County Board of Commissioners for approval or denial. A complete application is an application that contains all information and documentation as required pursuant to 1) and 2), above.
- 4) The County shall review a completed application once the County makes a determination that the application is complete. The County shall review completed application in the order in which such application is received and determined complete. If Chisago County does not issue a registration because of the limits pursuant to Section 3.3, the application will be placed on a waitlist so long as the applicant maintains a valid state license or written notice of OCM license preapproval. When a registration becomes available, Chisago County shall review the waitlist for applicants in the order they were received.
- 5) The application fee shall be non-refundable once processed.

(C) Application Approval

- 1) 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 3.3.

- 2) 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.
- 3) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved, except as provided in clause (1) above.

(D) Annual Compliance Checks

Chisago County Sheriff's Office shall complete at minimum one unannounced age verification compliance check per calendar year of every cannabis retail business that Chisago County registers to assess if the business meets age verification requirements, as required under Minn. Stat. § 342.22 Subd. 4 and Minn. Stat. § 342.24, Subd. 1 and this Ordinance.

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.

The following are violations of an age verification compliance check:

- 1) Employment of or contracting with an individual under 21 years of age if the individual's scope of work involves handling cannabis plants, cannabis flowers, artificially derived cannabinoids, or cannabinoid products.
- 2) Allowing an individual under 21 years of age to enter the business premises unless the individual is a person enrolled in the Registry Program.
- 3) Selling or giving cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to an individual under 21 years of age unless the individual is enrolled in the Registry Program and the cannabis business holds a medical cannabis retail endorsement.

Any violation of an age verification compliance check under this section must be reported to the Office of Cannabis Management.

(E) Location Change

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of Chisago County, it shall notify Chisago County of the proposed location change and submit necessary information to meet all the criteria in Section 3.4.B.

(F) Registrations Non-Transferrable

A retail registration issued under this Ordinance may not be transferred to another license holder. Minn. Stat. § 342.22, subd. 3(d).

(G) Registration Mistakenly Issued or Renewed

If a registration is mistakenly issued or renewed to any person or entity, it will be suspended upon the discovery of ineligibility for registration under this Ordinance or state or other local law, ordinance or other regulation. Any suspension will comply with the requirements of Minn. Stat. § 342.22, Subd. 5, as amended from time to time.

(H) License Holder Responsibility

Every cannabis retail business license holder is responsible for conduct on the licensed premises and any sale of cannabis, hemp, or products containing cannabis or hemp by an employee is the act of the License Holder for the purposes of all provisions of this Ordinance except enforcement of criminal penalties.

Subsection 3.5. Renewal of Registration

Chisago County shall renew an annual registration of a state-licensed cannabis retail business, for which Chisago County has been delegated registration authority, 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 Chisago County.

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

(A) Renewal Fees

Chisago County may charge a renewal fee for the registration starting at the second renewal, as established in Chisago County's fee schedule.

(B) Renewal Application

The application for renewal of a retail registration shall include but is not limited to items required under Section 3.4.B of this Ordinance.

Subsection 3.6. Suspension of Registration

(A) When Suspension is Warranted

Chisago County may suspend a cannabis retail business's registration if the business is registered by Chisago County, and it violates an ordinance of Chisago County pursuant to Minn. Stat. § 342.13 or poses an immediate threat to the health or safety of the public.

(B) Notifications

- 1) License Holder - Chisago County shall immediately notify the cannabis retail business in writing, by way of personal service or certified mail, of the basis for a complaint, the alleged violations, and the grounds for the suspension.
- 2) OCM - Chisago County shall immediately notify the OCM in writing of the Chisago County's complaint, the alleged violations, and the grounds for the suspension. OCM will provide Chisago County and the cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

(C) Length of Suspension

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, distributions or conveyances of any cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to customers or patients if their registration is suspended.

Chisago County may reinstate a registration if it determines that the violation(s) have been resolved.

Chisago County shall reinstate a registration if OCM determines that the violation(s) have been resolved.

Subsection 3.7. Civil Penalties

(A) Violation

No cannabis retailer, cannabis mezzobusiness, cannabis microbusiness, medical cannabis combination business, or lower-potency hemp edible retailer may make any sale to a customer or patient without a valid retail registration with Chisago County and a valid license with any applicable endorsement from OCM. Subject to Minn. Stat. § 342.22, subd. 5(e) Chisago County may impose a civil penalties as specified in Chisago County's Fee Schedule for violations of this Ordinance in addition to any other authorized penalties or consequences.

(B) Notice

No civil penalty shall take effect until the retail license holder has received notice personally or by certified mail of the alleged violation and of the opportunity for a hearing before the Board of Commissioners. Such notice must be in writing and must identify the alleged violation(s), the sanction, and advise the recipient that they have a right to request a hearing before the Board of Commissioners. The request for hearing must be received by the County within 10 business days of receipt of the notice or such right to a hearing shall terminate.

(C) Appeal Rights

A license holder who received notice of a civil penalty must submit a request for a hearing to challenge the allegation within 10 calendar days of the date they receive the notice. Failure to submit a timely request for a hearing shall result in a waiver of all appeal rights, and the civil penalty will be implemented on the 11th day after the date the notice was received by the license holder. If there is a timely request for a hearing on the civil penalty, the penalty shall be stayed pending the resolution of the appeal process.

(D) Appeal Hearing

If the license holder timely requests a hearing on the civil penalty, a hearing shall be scheduled, the time and place of which shall be provided to the license holder. The hearing shall be held within 30 calendar days of the date the request for hearing was received, when practicable.

- 1) The records of Chisago County, OCM, any police reports relating to the violation, and all reliable hearsay shall be admissible for consideration by the hearing officer without further foundation.
- 2) Chisago County may be represented by the Chisago County Attorney's Office. The alleged violator may be represented by private legal counsel. The alleged violator does not have the right to an attorney at public expense.
- 3) At the hearing, both the alleged violator and Chisago County may present the testimony of witnesses, cross-examine witnesses, and present documentary evidence.
- 4) The burden of proof shall be upon Chisago County. The standard of proof shall be a preponderance of the evidence.
- 5) The scope of the hearing may include whether violation(s) occurred and the appropriate sanction.

(E) Hearing Officer

The Chisago County Board may act as the hearing officer or may appoint an independent hearing officer.

(F) Decision

The hearing officer shall prepare written findings and submit them to the Chisago County Board, unless the Chisago County Board is the hearing officer in which case they shall prepare written findings, within 30 calendar days of the close of the hearing. The findings shall state whether by a preponderance of evidence a violation occurred. If a violation is found, a civil penalty as provided in the Chisago County Fee Schedule shall be imposed

on a per violation basis. The findings shall be served by first class U.S. mail on the license holder and Chisago County.

(G) Costs

If a civil penalty is upheld by the hearing officer, the license holder who requested the hearing shall pay Chisago County's actual expenses incurred in holding the hearing up to a maximum amount specified in the Chisago County Fee Schedule.

(H) Further Appeals

Appeals of any decision made by the County Board shall be filed by a petition for a writ of certiorari to the Court of Appeals and served on all parties not more than 30 days after the date the findings were issued.

Subsection 3.8. Civil Remedies

In the event of a violation or threatened violation of this Ordinance, Chisago County, in addition to other remedies, may initiate civil court actions or civil administrative proceedings to prevent, restrain, correct, or abate such violations or threatened violations. It shall be the duty of the County Attorney to review evidence of such violations, or threatened violations, and take such action as may be warranted and necessary.

Subsection 3.9. Criminal Penalties

Any person who violates any of the provisions of this Ordinance, or who fails or refuses to comply with the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed \$1,000 or by imprisonment for up to 90 days, or both. If a different criminal penalty is set forth in state law, the state penalty shall apply.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its passage and publication, as required by law.

Approved and adopted by the Chisago County Board of Commissioners this

_____ day of _____ in the year of _____.

Chisago County Board of Commissioners

Marlys Dunne, Chisago County Board Chair

Attested by: _____

Chase Burnham, Chisago County Administrator

This ordinance's publication date was _____.

Chisago County Request for Board Action

Meeting Date: November 6, 2024	Item Number: 9
Title of Item for Consideration: Wyoming Emergency Paging Tower Generator	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Approved in 2022 CIP, ENTS-083.	
Background: This project was approved in the 2022 CIP, with final agreement with the City of Wyoming approved by RBA on 7-17-2024. The quote for the replacement generator is \$16,623.38 + 10% contingency of \$1,662.00 for a total project estimated cost of \$18,285.72. The added permits as required by the City of Wyoming estimated to be approximately \$15,000.00 with an added requirement of landscaping / trees and site engineering of \$5,000.00 for a total estimated added project cost of \$20,000.00. This is all currently funded in 061-6342. Attachment(s): Kodiak Systems – Quote for Replacement Generator	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to purchase a replacement generator and pay for the added permits required by the City of Wyoming, for the Wyoming Emergency Paging Tower. The following motion is suggested: <i>“Move to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase a replacement generator and pay for the added permits as required for the Wyoming Emergency Paging Tower.”</i>	
Implications of Action: This project will provide higher reliability for the paging of Fire Departments and Weather warning sirens for public notification. Budget/Financial Implications: The total cost not to exceed \$38,285.72. To be paid out of budget 061-6342. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws 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 _____



Kodiak Power Solutions
1738 Commerce Court
White Bear Lake MN 55110
(651) 343-3259

Estimate 15538799
Estimate Date 7/12/2024

Billing Address
Chisago County
15140 Per Road
Center City, MN 55012 USA

Job Address
Tower 5290 1st Ave
5290 1st Avenue
Wyoming, MN 55092 USA

Description of work

Remove transfer switch and install new transfer switch and generator at tower site. Propane line plumbing and connection performed by propane supplier and not included in estimate. Hub location to change due to hub relocation.

Service #	Description	Quantity	Your Price	Total
Electrical Services	Electrical Services by 5K Electric	1.00	\$5,000.00	\$5,000.00
	Disconnect existing generator and remove transfer switch. Install new generator and transfer switch at location.			
Service	Kodiak to place pad, set generator, connect run signal and common alarm signal to SCADA, commission generator, and perform operator training.	1.00	\$3,600.00	\$3,600.00
Discount	Trade in of used unit - 10Kw Generac (If Operational)	1.00	\$-250.00	\$-250.00
Extended Warranty	---OPTIONAL--- 10 yrs/2000 hrs Parts, Labor, Travel Warranty	1.00	\$1,300.00	\$1,300.00
PAD, MOUNTING, SINGLE	Pre-Cast Mounting Pad	1.00	\$325.00	\$325.00
CumminsGenerator	Cummins Generator 13Kw Standby Generator with extreme cold weather package, engine starting battery, and local emergency stop switch.	1.00	\$5,786.98	\$5,786.98
CumminsATS	Cummins 200A NON-Service entrance rated automatic transfer switch	1.00	\$835.00	\$835.00

Sub-Total	\$16,596.98
Tax	\$26.40
Total Due	\$16,623.38
Deposit/Downpayment	\$0.00

Thank you for choosing Kodiak Power!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Kodiak Power Solutions as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Chisago County Request for Board Action

Meeting Date: November 6, 2024	Item Number: 10
Title of Item for Consideration: Upgrade of ARMER Mobile Device Gateways for Encryption	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: Due to new federal security laws we are required to upgrade the systems that interface to the Chisago County ARMER system to FIPS-140-2 encryption. Attachment(s): Quote for ESChat	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to purchase the required encryption upgrades for the existing ESChat system. This is all currently funded in 061-6342. The following motion is suggested: <i>“Move to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the required upgrades for encryption to the ARMER ESChat system, funding is in the 061-6342 budgets.”</i>	
Implications of Action: This upgrade will allow Chisago County to be compliant with the new federal security laws. Budget/Financial Implications: The total cost not to exceed 16,170.00 To be paid out of budget 061-6342. Legal/Policy Implications: All purchasing / bid laws will be followed.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



3450 Broad Street Ste. 106, San Luis Obispo CA 93401

Quote

Valid Until: Dec 31, 2024
Quote #: 2113958000057966037

Quote Stage: Delivered
Rep Name: Josh Lober

Quote for: Chisago County MN
Contact Name: Mike Parker

Bill To:
Chisago County MN
313 N. Main St. Suite 140
Center City MN 55012

Ship To:
Chisago County MN
Attn: Mike Parker
15230 Per Rd
Center City MN 55012

No. Product Details		Qty	List Price	Total
1	RSP-Z2 Dual Radio Gateway 5160-600000 Two Channel RoIP Gateway RSP-Z2 Dual Radio (Desktop 110 VAC to +12V DC Powered 115/220 VAC 50/60Hz)	8	\$ 2,540.00	\$ 20,320.00
2	Discount	8	\$ -550.00	\$ -4,400.00
3	Freight	1	\$ 100.00	\$ 100.00
			Sub Total	\$ 16,020.00
			Tax	\$ 0.00
			Adjustment	\$ 150.00
			Grand Total	\$ 16,170.00

Description/Notes:

Priced at our cost

Terms and Conditions

Net 30

**SHIPPING: a one time charge will be applied to invoice OR please provide us with your shipper #

Chisago County Request for Board Action

Meeting Date: November 6, 2024	Item Number: 11
Title of Item for Consideration: Professional Service for Network Upgrade Project	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Project RBA Board approved 12-28-2022 for 2023 funds.	
Background: Network upgrade project was approved on 12-21-2022 for 2023 project. Due to extremely long delivery schedules this project has taken longer than expected. Currently the County has funding total of \$34,767.63, it is very possible the project will not exceed this amount, however as a precaution Enterprise Services is requesting to be authorized to expend up to \$16,032.37 from the 061 budget.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to execute a professional services contract with under existing federal GSA contracts with a total cost not to exceed \$50,800.00 with CDWG. The following motion is suggested: <i>“Move to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the needed professional services for the network upgrade project from GDWG, funding is in the 061 and ENTS-099 budgets.”</i>	
Implications of Action: This service is needed to complete the network upgrade project. Budget/Financial Implications: The total cost not to exceed \$50,800.00 To be paid out of 061 and ENTS-099 budgets. Legal/Policy Implications: All purchasing / bid laws will be followed.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: November 6, 2024	Item Number: 12
Title of Item for Consideration: Site Security Upgrades for ARMER	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: Due to the critical nature of the ARMER public safety system, the County needs to upgrade the individual site security and at 2 of the sites replace old standby generators. At 2 of the sites the old generators need to be replaced due to their age and usage. The total estimated project costs is not to exceed \$139,000.00. This is all currently funded in 061-6342. Attachment(s):	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the Enterprise Services Director to issue the associated PO's and sign any needed documents to purchase the required security systems that include camera surveillance, badge building access and site alarming. The following motion is suggested: <i>“Move to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the required systems to upgrade the security and standby power generation at the County ARMER sites, funding is in the 061-6342 budgets.”</i>	
Implications of Action: These upgrades will improve the site security for the Chisago County owned ARMER systems. Budget/Financial Implications: The total cost not to exceed \$139,000.00 To be paid out of budget 061-6342. Legal/Policy Implications: All purchasing / bid laws will be followed.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request For Board Action

Meeting Date: November 6, 2024	Item Number: 13
Title of Item for Consideration: Isanti-Chisago Landfill Commission Appointments	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Solid Waste Division
Previous Action on this Matter: The County Board signed the original Isanti-Chisago Landfill Commission Joint Powers Agreement on June 7, 1990.	
Background: The Isanti - Chisago Landfill Commission (ICLC), was created as a joint powers board in 1990 as a partnership between the two counties, to continue the operation of the unlined municipal solid waste sanitary landfill located just east of Cambridge MN. The landfill managed the waste produced by the two counties. Part of the formation of the ICLC was also to close the landfill, and it was closed in 1992 and transferred into the Minnesota Pollution Control Agency's closed landfill program. The ICLC was not disbanded, but essentially replaced by the East Central Solid Waste Commission (ECSWC), also formed through a Joint-Powers Agreement in 1988 among the 5-counties of Chisago, Isanti, Kanabec, Mille Lacs, and Pine. The ECSWC was formed to operate an integrated solid waste management disposal system for the larger 5-county area, consisting of a municipal solid waste landfill in Mora, and two transfer stations (one in Hinckley and the other in Cambridge). As the ICLC was winding down operations, closing the landfill and preparing to transfer it to the State, the ICLC leased a portion of land to the ECSWC for \$20,000 to place a garbage transfer station at the Cambridge site. After the transfer of the landfill to the State, and disbursement of remaining funds back to the counties, the ICLC reduced its meetings to once a year. Over the years, the meetings fell by the wayside. In the mean-time, the ECSWC Cambridge Transfer Station became the main facility that all Chisago County waste traveled through, on its way up to the landfill in Mora. The ECSWC recently bought land adjacent to the Transfer Station and were looking at remodeling / expansion of the site but found that the original leased land was never legally transferred into the ECSWC's possession. This originally leased land is owned by the ICLC as depicted on the attached map. Therefore, the ECSWC is asking Isanti and Chisago Counties to reconstitute the ICLC, and to appoint two members each to the ICLC. The purpose of this would be for the ICLC to officially transfer the land the Cambridge Transfer Station sit on, from the ICLC to the ECSWC. The two appointees <i>per section 3. Of the ICLC Joint-Powers Agreement, Joint Powers Board... a County Commissioner... and the County's Solid Waste Officer.</i> The suggested appointees from Chisago County are Commissioner Greene, who is currently the ECSWC Board Chair, and Lisa Thibodeau, Chisago County Solid Waste Administrator; these two have the most background in solid waste and knowledge of ECSWC operations. It is anticipated that once the land transfer has taken place, most likely the ICLC would be dissolved.	

Attachment(s):

- Minutes from the Isanti-Chisago Landfill Commission (12/22/92; 11/12/96; 7/29/97; 6/27/02); & Isanti County Minutes from 7/10/02.
- Isanti-Chisago Landfill Commission 1990 Joint Powers Agreement.
- 9/19/24 email from ECSWC Executive Director Janelle Troupe requesting appointments.
- ICLC Land Map

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Appoint two members to the Isanti-Chisago Landfill Commission. The suggested motion is as follows:

“Move to Appoint Commissioner Greene and Solid Waste Administer Lisa Thibodeau, to the Isanti - Chisago Landfill Commission, for an annual term in year 2025”.

Implications of Action: The Appointment of members to the ICLC will allow the East Central Solid Waste Commission, of which Chisago County is a member, to move forward in acquiring ownership of the land at the Cambridge Transfer Station, in order to carry out its Joint-Powers statutory based mission to properly managing waste in the 5-county region (Pine, Kanabec, Mille Lacs, Isanti and Chisago).

Budget/Financial Implications: This appointment is not anticipated to cost Chisago County any monies.

Legal/Policy Implications: The County Attorney’s Office has reviewed this request and will be kept updated on ICLC business.

Administrator’s RecommendationApprove CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

COPY

MINUTES

Isanti/Chisago Landfill Commission

December 22, 1992

Members present: Tom Pagel, Phil Leier, Joe Basta and Marion Heemsbergen.

Others present: Scott Hersey, Isanti County Attorney, Carolyn Oakley, B. A. Liesch Engineering.

The meeting was called to order by Chairman, Tom Pagel, at 8:20 a.m.

Carolyn Oakley submitted a letter from Liesch Engineering to Duininck Bros. Construction Company along with a bill submitted by Duininck Bros. for cap construction payment. Carolyn also submitted a revised acceptable balance due of \$58,072.95. A motion was made by Phil Leier and seconded by Marion Heemsbergen to pay \$58,072.95 to Duininck Bros. Motion carried unanimously.

The Clerk was instructed to contact East Central Electric and the telephone company to have these utilities disconnected. The water well is also to be drained. Joe Basta and Marion Heemsbergen will arrange for this service.

Carolyn Oakley stated that we need approximately 13 landfill gas monitoring probes at an estimated cost of \$7,000. The surface preparation of the existing test well where fill material was excavated around them will cost approximately \$3,000. Carolyn also stated that we should hold 3% of the contract monies until the grass cover has been established.

The Commission also reviewed Liesch's monthly progress report and letter to M.P.C.A. for application of compost. The compost has been rated as Class II compost per Carolyn Oakley.

A motion was made by Marion Heemsbergen and seconded by Joe Basta not to pay East Central Solid Waste Commission payment or service charge until they pay monies owed to Isanti/Chisago Landfill Commission for transfer station lease of \$20,000 and fill material of \$20,000. Motion carried unanimously. Marion stated if East Central Solid Waste Commission insists on service charges, we should also

charge them a service charge on monies they owed us since July 1, 1991. The Clerk is to send East Central Solid Waste Commission a statement of monies they owe us.

A motion was made by Joe Basta and seconded by Marion Heemsbergen to pay Liesch's statement of \$16,051.30. Motion carried unanimously.

Scott Hersey, Isanti County Attorney, presented a letter from Mr. Sanders stating he does not want to move the farmhouse and we can do what we want with it. The Clerk is to contact the Cambridge Fire Chief if they want to use it for a fire drill. If not, to contact the Isanti Fire Chief. The debris is to be hauled to a licensed demo landfill with the cheapest rates.

The meeting was adjourned by Chairman, Tom Pagel at 9:50 a.m.

Respectfully submitted,



Clerk
Isanti/Chisago Landfill

JB:ch

ICLC MEETING MINUTES
NOVEMBER 12, 1996
ISANTI COUNTY ZONING OFFICE

RECEIVED
NOV 22 1996

ISANTI COUNTY ZONING

Chair George Larson called the meeting to order at 9:40 A.M. in the Isanti County Zoning Office. Present were George Larson, Bob Gustafson, Joe Basta and Marion Heemsbergen. Motion by Basta, seconded by Gustafson and carried to set agenda as follows. 1) Approve minutes. 2) Set distribution of dollars. 3) Discuss number of meetings necessary. 4) Long term commitments of ICC. 5) Sell monitoring equipment. 6) Property transfer and taxes. Motion by Basta, seconded by Gustafson to approve minutes as provided by Heemsbergen.

Discussion on fund balance per auditors print out. Clarification sought from Auditor. Present fund balance is \$176,835.67 including a May check from PCA for \$20,629.60. Motion by Heemsbergen, seconded by Basta and carried, to split evenly \$166,835.67 and have \$10,000.00 in the operating fund. (~~Affirming September 17, 1996 action including numbers.~~)

Discussion of the need for meetings in the future. Motion by Heemsbergen, seconded by Basta and carried, to have one annual meeting the second Tuesday in April unless called by Chair.

Discussion of long term commitments and issues. Generally agreed they were minimal. Motion by Basta, seconded by Gustafson and carried, to have Heemsbergen contact ECSWC and send letter with intent to ~~sell monitoring equipment~~. Motion by Gustafson, seconded by Heemsbergen and carried, to have Basta take care of property transfer and tax issues.

Motion by Gustafson, seconded by Basta and carried, to adjourn at 10:07 A.M.

Marion
Marion Heemsbergen,
Clerk, ICC

Isanti/Chisago Landfill Commission Meeting
Minutes of 7/29/97

RECEIVED
AUG 11 1997
ISANTI COUNTY ZONING

The meeting was called to order by Chair George Larson at 3:45 P.M. Members present were George Larson, Joe Basta and Marion Heemsbergen. Members absent were Bob Gustafson.

The first order of business was to establish an agenda. The agenda was set as follows. (1) pay bills, (2) money distribution, (3) set next meeting date, (4) discuss the status of the landfill clean up by PCA.

The following bills were presented for payment; (1) Lindberg & McKinnis for legal work \$45, (2) recording fee for landfill deed \$19.50 (3) deed stamp \$1.65. Motion by Basta second by Heemsbergen and carried to pay all.

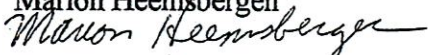
Motion by Heemsbergen second by Basta and carried to have any money coming to the commission equally divided between the two counties upon receipt by Isanti county.

Motion by Heemsbergen to set an annual meeting date of the second Tuesday of June of each year beginning in 1998.

A discussion followed on the activities (or lack thereof) of the PCA on it's clean up efforts of the groundwater at the former landfill site. No groundwater was being treated at this time.

Motion by Basta second by Heemsbergen and carried to adjourn the meeting. Meeting adjourned at 4:05 P.M.

Marion Heemsbergen



Clerk, Isanti/Chisago Landfill Commission

Isanti – Chisago Landfill Commission
Minutes of the June 27th, 2002 Meeting

Members present: Bob Gustafson, Marion Heemsbergen, George Larson, Tim Anderson

Chairman, George Larson called the meeting to order at 1:30p.m. with the stated agenda to consider amending the lease agreement with East Central Solid Waste Commission to increase the size of the leased area to allow for expansion of solid waste operations on the property.

A second agenda item was presented to discuss what to do with the reserve fund. George Larson requested that Tim Anderson confirm the exact amount in the fund.

Bob Gustafson moved and Marion Heemsbergen seconded to equally divide up the reserve fund balance between Isanti and Chisago Counties. Motion carried.

After review of the Transfer Station site lease amendment, a motion was made by Marion Heemsbergen and seconded by Bob Gustafson to execute the lease agreement. Motion carried.

A motion was made by Marion Heemsbergen and seconded by Tim Anderson to move all the remaining records of the Isanti – Chisago Landfill Commission to the Isanti County Courthouse. Motion carried.

There was discussion about what to do with the unused portion of the property owned by the Isanti – Chisago Landfill Commission. This included discussion of donating the land for public use, such as parks and recreation, pheasants forever, the school district or some other public entity. It was moved by Bob Gustafson and seconded by Marion Heemsbergen to first offer the property to the Isanti County Parks and Recreation Department. Motion carried.

Marion Heemsbergen moved and Bob Gustafson seconded to adjourn the meeting. Motion carried.

Tim Anderson
Recording Secretary

Isanti County Board Minutes

7-10-02 Bd. Mtg

Dave Hughley	650.00	Paul Brookes	137.50
WCEC Inc	2,628.50	Ardea Communications	190.00
Chisago Heartland	11,744.98		

TOTAL CLAIMS AND WARRANTS: \$57,275.60
Motion carried unanimously.

o0o Coordinator Tvedt updated the County Board on the excess levy notification, indicating that the levy excess, which was \$91,570, has been reduced down to about \$8600.

02/07-14 Motion by Bengtson, seconded by Wicht to approve sponsoring the Minnesota Department of Natural Resources Snowmobile and Cross Country Ski Trails Assistance Program, further to approve the Snowmobile and Cross Country Ski Minnesota Assistance Program Application for the Cambridge/Weber/Stark Trails. Motion carried unanimously.

02/07-15 Motion by Larson, seconded by Bengtson to approve the Contract between the East Central Solid Waste Commission and Isanti County for the Operation of a Household Hazardous Waste Management Program. Motion carried unanimously.

02/07-16 Motion by Larson, seconded by Bengtson to approve the changes to the Drug and Alcohol Testing Policy for Transit employees (on record). Motion carried unanimously.

02/07-17 Motion by Bengtson, seconded by Wicht to approve the 2003 Transit Operations Grant; further BE IT RESOLVED THAT Isanti County enter into an Agreement with the State of Minnesota to provide public transportation service in Isanti County; BE IT FURTHER RESOLVED that Isanti County agrees to provide a local share of 35 percent of the total operating cost and 20% of the total capital costs. BE IT FURTHER RESOLVED that Isanti County authorizes the County Coordinator and/or the Transit Director to execute the aforementioned Agreement and any amendments hereto. Motion carried unanimously.

02/07-18 Motion by Larson, seconded by Wicht to ratify the hire of Ed Buchanan as intermittent part time driver, effective 7-10-02. Motion carried unanimously.

o0o Tim Anderson, Zoning Administrator indicated to the Board that the East Central Solid Waste Commission has approached the Isanti-Chisago Landfill Commission to consider amending the lease agreement to increase the size of the leased area to allow for expansion of solid waste operations on the property. Anderson further indicated that the Isanti-Chisago Landfill Commission has agreed to this amendment and is requesting Board approval.

02/07-19 Motion by Bengtson, seconded by Pagel to approve the Lease Amendment Between Isanti-Chisago County Landfill Commission and the East Central Solid Waste Commission for the Transfer Station Site. Motion carried unanimously.

o0o Tim Anderson, Zoning Administrator indicated to the Board that the Isanti-Chisago Landfill Commission met and has agreed to split up the reserve fund equally between both counties, and is requesting Board approval.

02/07-20 Motion by Bengtson, seconded by Wicht to approve splitting the Isanti-Chisago Landfill Commission reserve fund equally between both counties. Motion carried unanimously.

ORIGINAL *copy original sent to host*
6/11/90
MH.

ISANTI-CHISAGO LANDFILL COMMISSION
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is made by and between the County of Isanti, State of Minnesota, and the County of Chisago, State of Minnesota, by and through the respective Boards of Commissioners pursuant to Minnesota Statutes, Section 471.59, the Joint Powers Act, providing for the joint exercise of powers. Each of the parties to this agreement have been authorized to enter the agreement by its respective Board of County Commissioners.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE. The Counties of Isanti and Chisago wish to continue the joint operation of a sanitary landfill located in the Southwest Quarter of the Northeast Quarter of Section 1 of Township 35 North, Range 23 West, Isanti Township, Isanti County, Minnesota, for which a solid waste disposal facility permit had previously been issued by the Minnesota Pollution Control Agency (hereafter MPCA). It is further the purpose of this agreement to continue the existence of the Isanti-Chisago Landfill Commission (hereafter ICLC), and to continue the grant of power to the ICLC to take all necessary steps to follow all federal and state statutes, and all rules, regulations, and orders promulgated or issued by the MPCA to operate, remediate, and eventually close the described landfill. It is also the purpose of this agreement to authorize the ICLC to exercise all necessary powers pursuant to, and in accordance with M.S. 471.59 as it relates to the Isanti-Chisago Landfill. The Counties further wish to allow the Commission to contract for services in the operation of the landfill, and to hire necessary consultants and contract with necessary individuals and firms in order to comply with all requirements and directives concerning the operation, cleanup, and closure of such landfill. Finally, the Counties intend that the Commission shall cooperate with the East Central Solid Waste Commission in its efforts under Minnesota Statutes Chapter 400 and 115A to provide for the management of solid waste by that five county consortium; it is intended that the ICLC shall cooperate with the East Central Solid Waste Commission to facilitate the eventual transfer of the Isanti and Chisago waste streams from disposals at the Isanti-Chisago Landfill to disposal through the East Central Solid Waste Commission facilities.

2. JOINT POWERS. By this agreement the Counties of Isanti and Chisago are jointly empowered to act through the ICLC on behalf of both Counties and to take such actions as may be necessary from time to time as empowered by this agreement and subsequent amendments hereto. This agreement supersedes all previous joint powers agreements and addenda relating to the Isanti-Chisago Landfill.

3. JOINT POWERS BOARD. The administrative and executive functions of the activities contemplated by this agreement shall be administered and carried out by a joint powers board. This board shall be known as the "Isanti-Chisago Landfill Commission", described in this agreement as the "ICLC". The ICLC shall be comprised of four members, consisting of a county board member and the solid waste officer from each county. At the annual meeting of each member county board, such board shall choose a county commissioner, who shall act as one of the county's two representatives on the ICLC, along with that county's solid waste officer. Each county commissioner and each solid waste officer shall have one vote, and in the absence of such individuals, the county may designate alternates, who may vote in the absence of the voting member(s).

The ICLC may provide for the appointment of staff including, but not limited to, a clerk, legal counsel, and such other staff as may be deemed appropriate. The staff may provide advice to the ICLC upon request, but no staff member may vote on decisions of the ICLC.

The ICLC shall select from its members a chair and a vice chair, who shall serve in their respective capacities for one year terms, or until their successors are duly qualified to act. No voting county representative to the ICLC shall be deprived of the right to vote by virtue of appointment as chair or vice chair of the ICLC.

4. DUTIES AND AUTHORITY. The ICLC is expressly authorized to take all necessary lawful steps to comply with federal and state statutes, and MPCA rules, regulations, and orders in the operation, remediation, and closure of the Isanti-Chisago Landfill.

The ICLC is further expressly authorized to contract with third parties or consulting firms as may be, in the judgment of the ICLC, necessary or desirable from time to time in order to carry out the purposes of this agreement.

The authorization to enter contracts includes the authorization to bid, let, and/or renew contracts for the operation of the landfill upon such

terms and specifications as required by the ICLC, which specifications must include compliance with applicable laws, regulations, and orders.

The ICLC is authorized to continue to lease real property upon which the Isanti-Chisago Landfill is located.

The ICLC shall specifically be authorized to acquire and hold real and personal property and to sell, lease, or convey real or personal property, convey or purchase contracts or options on such property, and to make orders respecting such property as deemed conducive to the interests of the ICLC and the citizens that it serves.

In all other respects, the ICLC shall have the full power and authority to take such actions as may be necessary or appropriate from time to time in order to carry out the purposes of this agreement, including all purposes and powers described in Section One, except as expressly limited herein.

The ICLC shall have fully authority to ratify and validate any actions taken by it, or contracts or agreements entered into prior to the effective date of this agreement.

5. DURATION OF AND WITHDRAWAL FROM AGREEMENT. This agreement shall be effective upon adoption by both member counties, and shall terminate upon the dissolution of the ICLC. The ICLC shall remain in existence so long as both member counties remain as parties to this agreement. The ICLC shall be dissolved at such time as the other county withdraws from the ICLC. Upon dissolution of the ICLC, there shall be an accounting to determine assets and liabilities of the ICLC. The assets of the ICLC shall be liquidated and, after payment of liabilities, the proceeds shall be distributed equally to the two member counties. No county may withdraw from this agreement prior to fulfillment of its proportional share of all financial obligations.

Any county may withdraw from participation in the ICLC upon six months notice to the remaining county by serving written notice by first class mail upon both the solid waste officer and the county board member from the remaining county designated as the ICLC representative at that time. Should one county withdraw, both counties shall make reasonable efforts to mitigate the damages which may be incurred by either as a result of the withdrawal.

6. AMENDMENT. The member counties contemplate that this agreement may be amended from time to time in order to accommodate changes in the waste stream, contractual commitments of the ICLC, requirements BY the MPCA related to the RFRA which has been issued to the ICLC, final closure plans, or any

other reason the ICLC deems to be in the best interests of the citizens of the member counties. No amendment of the agreement shall relieve any county of any liability which may have accrued prior to the effective date of such amendment, nor may this agreement be amended without the consent of the member counties.

By virtue of the duly authorized signatures set forth below, the Counties hereby agree to be bound by the terms of this agreement.

Dated: 6-1-90

Dated: 6/1/90

Dated: 6-7-90

Dated: 6-7-90

COUNTY OF ISANTI

By: [Signature]
Chairman, Isanti County
Board of Commissioners

By: [Signature]
Isanti County Coordinator

COUNTY OF CHISAGO

By: [Signature]
Chairman, Chisago County
Board of Commissioners

By: [Signature]
Chisago County Coordinator

d.t.5-23-90;ckn

Isanti Chisago Landfill Commission Land Holding Parcel (05.001.0500):



Chisago County Request For Board Action

Meeting Date: November 6, 2024	Item Number: 14
Title of Item for Consideration: Household Hazardous Waste Facility Renovation Plans/Specifications & Bid Release	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Solid Waste / HHW Division
Previous Action on this Matter: In 2019, the Environmental Services Department (ESD) presented a site build-out plan for upgrading the Household Hazardous Waste Facility. In 2021 the county received a Greater MN Recycling Grant from the Minnesota Pollution Control Agency (MPCA,) to build the Recycling Yard Phase of the plan. Following this success, the County pursued and was awarded the same grant a second time, to apply towards the remaining phases of the project. The grant agreement was approved on March 20, 2024, followed by the August 7, 2024, authorization to hire engineering firm Koma, Inc., to proceed with development of plans/specifications and a bid package for the remaining phases of the project.	
Background: Koma, Inc. (<i>engineering, architecture & planning firm</i>) has created building plans, specifications, and bid documents, for the following facility improvements at the HHW in North Branch: • Phase 1: Staging (warehouse) and Cold Storage Building Expansion (enclose south end) –of current facility, and as an alternate item in the bid move flam shed. • Phase 2: Interior Staging Area Renovation – update current warehouse mechanical and electrical systems. • Phase 4: Interior Office Renovation – update mechanical and electrical, modify interior walls/doors to create efficient work plan. The Pre-Design site build-out plans were completed in 2019 and included four phases. In the spring of 2021, the County was notified it had received the MPCA Grant to build the Recycling Yard site development phase of the plan. This Phase 3 component of the overall project was completed, and the public recycling drop-off yard to the rear of the HHW Facility successfully opened June of 2023. In conjunction with the current Greater MN Recycling Grant, Koma, Inc. (an engineering and architectural firm) was enlisted to create plans/specifications and bid documents for the remaining phases of the project. The cost estimates from Koma, indicate the project Grant and County Match, are anticipated to allow for the interior office renovation, warehouse mechanical upgrade, and enclosure of the open south end of the warehouse only. The construction of the cold storage building component of the plan is <i>not</i> anticipated to fall within the grant budget and may be delayed for future consideration. Staff requests Board Authorization to approve the plans and specifications and release the project for bids. Successful bidding process is anticipating contractual commitment to the local ARPA funding grant match by the end of 2024.	
Attachment(s): • Chisago County Household Hazardous Waste Facility proposed Renovation Plans	

- Draft RFP, Project Manual and Cost Estimates (Full Set Available at Meeting)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the HHW Facility Renovation Plans and Specifications authorize the project to be released for bid. The suggested motion is as follows:

“Move to Approve the Plans and Specifications for the Household Hazardous Waste Facility Renovation and Authorize the release of the project for competitive bid”.

Implications of Action: Chisago County Public Works Department is graciously helping ESD post the bid on electronic bidding platform QuestCDN.com, and the engineering/architectural firm Koma, Inc. will help manage the bidding process and help the ESD make a determination and recommendation to the Board on awarding the Bid. It is anticipated the winning Bid and associated construction contract recommendation will be brought to the Board at the December 18, 2024, meeting.

Budget/Financial Implications: The total MPCA Grant award was \$249,766, plus the County match of \$265,190, for a total of \$514,956, minus the Koma, Inc. engineering contract for a total of \$85,150, leaves \$429,806 remaining available for the project budget. The County match will be paid for through ARPA funds and is accounted for in the 14-392 HHW Budget.

Legal/Policy Implications: The County is following all statutory bidding requirements.

Administrator's Recommendation

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

Chisago County Request For Board Action

Meeting Date: November 6, 2024	Item Number: 15
Title of Item for Consideration: Checkerboard Park Declaration of Restrictive Covenant	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: In 2021 the County received a Department of Natural Resources Natural and Scenic Area Project grant to acquire 40 acres of expanded land area adjacent to Checkerboard Park. The affiliated State Grant contract NS22-003 was approved/signed on October 12, 2021.	
Background: In 2021, Chisago County received a Department of Natural Resources Natural and Scenic Area Project grant to acquire expanded land area adjacent to Checkerboard Park. Pursuant to the State grant contract a restriction must be placed on the property limiting any unauthorized reuse of the property. Attached is a Declaration of Restrictive Covenant for Board consideration in satisfaction of the Department of Natural Resources Natural and Scenic Area Project Agreement NS22-003.	
Attachments: - Declaration of Restrictive Covenant – Checkerboard Park - Recorded Deed Exhibit A Lands	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider approval of the Declaration of Restrictive Covenant as presented. The following motion is recommended: <i>“Move to Approve and direct the recording of the Checkerboard Park Declaration of Restrictive Covenant as drafted and in accordance with Department of Natural Resources Natural and Scenic Area Project Agreement NS22-00”.</i>	
Implications of Action – Recommended Board action approves the Declaration of Restrictive Covenant as presented. The covenants will be recorded against the subject property.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The restrictive covenants were drafted by the County Attorney’s office.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIVE COVENANT is made this ____ day of _____, 2024, by the County of Chisago, a Minnesota political subdivision (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, County is the owner of lands identified on Exhibit A; and,

WHEREAS, County has received a Department of Natural Resources Natural and Scenic Area Project grant; and

WHEREAS, contingent upon the payment by the State of Minnesota to the County for the grant award a restriction must be placed on the property limiting any unauthorized reuse of the property pursuant to the executed grant contract.

NOW, THEREFORE, the County does hereby declare and state as follows:

In order to comply with Department of Natural Resources Natural and Scenic Area Project Agreement NS22-003, the County of Chisago does hereby impose the following restrictions on the property described in Attachment C to that agreement:

1. The property shall be managed and maintained consistent with the purpose and type of property acquired using appropriate management practices to protect the natural and/or scenic resources.
2. The Grantee shall not at any time convert any portion of this property to uses other than permitted in this Agreement without the prior written approval of the State of Minnesota acting through its Commissioner of Natural Resources.

- IN WITNESS WHEREOF, Declarant has hereunto set its hand on the day and year first
above written.

95



658015

Office of County Recorder
Chisago County, Minnesota

PAGES: 3

Certified, filed, and/or Recorded on: April 18, 2022 4:05:00 PM

Karen M. Long,
County Recorder

REC COMPLIANCE FUND: \$11.00
REC STATE GENERAL FUND: \$10.50
REC TECHNOLOGY FUND: \$10.00
REC GENERAL ABSTRACT: \$14.50

Received from: CHISAGO COUNTY ABSTRACT

Returned To: CHISAGO COUNTY ABSTRACT
29351 MAIN STREET
PO BOX 331
CHISAGO CITY, MN 55013

NO DELINQUENT TAX

Transfer entered this 18th
day of April 2022
Bridgette K. Conrad
County Auditor
By [Signature] Deputy

11.00234.00

(Top 3 inches reserved for recording data)

LIMITED WARRANTY DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.2.9 (2013)

eCRV number: 1399285
DEED TAX DUE: \$ 171.48

DATE: April 15, 2022
(month/day/year)

FOR VALUABLE CONSIDERATION, Parks & Trails Council of Minnesota

(insert name of Grantor)

a non-profit corporation under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Chisago County
(insert name of Grantee)

a municipal corporation & political subdivision under the laws of Minnesota ("Grantee"),
real property in Chisago County, Minnesota, legally described as follows:

See Attached Exhibit "A".

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT:

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [redacted].)
☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Receipt No. 13275
Deed Tax \$ 171.48 Date 4/18/2022
Bridgette K. Conrad
Treasurer, Chisago County, MN

Grantor

Parks & Trails Council of Minnesota
(name of Grantor)

By: Brett Feldman
(signature) Brett Feldman

Its: President
(type of authority)

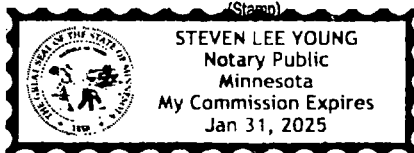
By: _____
(signature)

Its: _____
(type of authority)

Page 1 of 2

Exhibit "A"

The Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section Thirteen (13), Township Thirty-five (35), Range Twenty-one (21), together with the rights of the first parties in and to an easement reserved for use for road purposes on any roadway, or such continuation thereof as may be necessary, over and across the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of Section Thirteen (13), Township 35, Range 21, as provided in the deed recorded in Book 63 of Deeds, page 280, in the Office of the Register of Deeds in and for Chisago County, Minnesota.

State of Minnesota, County of RamseyThis instrument was acknowledged before me on 4/6/2022, by _____
(month/day/year) (name of authorized signer)Brett Feldman _____ as President
(type of authority)and by N/A _____
(name of authorized signer)as N/A _____ of Parks & Trails Council of Minnesota
(type of authority) (name of Grantor)

(signature of notary officer)

Title (and Rank): _____

My commission expires: 1/31/2025
(month/day/year)THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Chisago County Abstract Company
P.O. Box 331
29351 Main Street
Chisago City, MN 55013
File No. 21-07711

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Chisago County ste. 240
313 N Main Street
Center City, MN 55012

Chisago County Request For Board Action

Meeting Date: November 6, 2024	Item Number: 16
Title of Item for Consideration: Mack Estates Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: The Preliminary Plat of Mack Estates was recommended for approval by the Planning Commission on August 1, 2024, and approved by the Board of Commissioners on August 21, 2024.	
Background: Property owners Bonny and Paul Mack and Applicant Mallory Mack are requesting Final Plat approval of Mack Estates. The subject 80-acre property is proposed to be divided as one 5-acre lot. The property is located at 26995 Redwing Avenue / CR 86 in Franconia Township, (PID # 04.00218.00). The Final Plat submitted on October 2, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. The Chisago County Attorney's Office has provided an opinion that the title evidence, in the form of a title policy issued on September 20, 2024, satisfactorily demonstrates that fee title to the property that is subject to the plat is in the name of Paul Mack & Bonny Mack, owners on whose behalf the application was submitted. A resolution of the Board of Commissioners consistent with that of Approval of the Final Plat of Mack Estates is presented for Board consideration.	
Attachments: - Draft Resolution of Approval - Final Plat (presented at the meeting)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider approval of the Mack Estates Final Plat: <i>“Move to approve Resolution No. 24/1106-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Mack Estates generally located at 26995 Redwing Avenue / CR 86 in Franconia Township, (PID # 04.00218.00).”</i>	
Implications of Action – Recommended Board action grants approval of the Mack Estates Final Plat.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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Chisago County Request For Board Action

Meeting Date: November 6, 2024		Item Number: 17	
Title of Item for Consideration: U. of MN and Chisago County MOA 2025-2027 County Extension			
Action Requested by: Chase Burnham, County Administrator		Department: County Administration	
Previous Action on this Matter:			
Background: Extension brings Minnesotans together to build a better future through university science-based knowledge, expertise and training. Chisago County partners with Extension to deliver practical education and research you can use at home, at work and in the community. The Minnesota State Legislature established County Extension Committees (CEC) in 1923. State statute mandates each county must have an Extension Committee with the following composition: 2 county commissioners, 6 county residents selected by the County Board, and the County Auditor or their designee. Extension is an outreach arm of the University of Minnesota. Extension's mission is "connecting community needs and University resources". Extension provides its research and education outreach in urban, suburban and rural communities through its partnership with the federal, state and county government in all 87 Minnesota counties through its 18 regional centers throughout the state. Attachment(s): U. of MN and Chisago County MOA 2025-2027			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the U. of MN and Chisago County MOA 2025-2027 for County Extension. The suggested motion is as follows: “Move to approve the U. of MN and Chisago County MOA 2025-2027 for County Extension.”			
Implications of Action: Approval of this MOU will allow Chisago County to continue with County Extension for 2025 – 2027. Budget/Financial Implications: \$179,761 for 2025 Levy Funded. 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 _____

Agreement
Between the Regents of the University of Minnesota
And
Chisago County, Minnesota
For providing Extension programs locally and
employing Extension Staff

This Agreement ("Agreement") between the County of Chisago Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University's state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and the

grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.
8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).
9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.
10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

Chisago County Administrator, Chase Burnham
Chisago County Government Center
313 North Main St., Center City, MN 55012
E-mail: chase.burnham@Chisagocountymn.gov

If to University:

University of Minnesota
Minnesota Extension
Attn: Dean Beverly R. Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

– Signature Page Follows –

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

County of Chisago

BY _____
Chair, County Board of Commissioners

DATE _____

Affirmed: _____

DATE: _____

Approved as to form:

BY 
County Attorney

DATE __10/30/2024__

Regents of the University of Minnesota

BY _____
Dean, University of Minnesota Extension

DATE _____

Agreement between the Regents of the University of Minnesota through its Extension and Chisago County, Minnesota

Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
YD 4- H Extension Educator ¹	1	\$100,000	1	\$103,000	1	\$106,100
Master Gardener Volunteer Program Coordinator	.25	\$21,250	.25	\$21,887	.25	\$22,543
Total	1.25	\$121,250	1.25	\$124,887	1.25	\$128,643

Table B: Administrative Support Specialist

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Administrative Support	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
University-hired Administrative Support Specialist ²	N/A					
Total						

Table C: Short-term Temporary Casual Program Staff (e.g. College Intern; Summer Coordinator)

County agrees to provide the funds identified below to support University-hired short-term temporary casual program staff. Salary and fringe vary by classification and experience. Unless otherwise noted, the University has the flexibility to hire individuals into the classification that matches the employee's qualifications and best serves the county Program needs. Funds provided will be used to cover salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Casual Program Staff ²	2025 Total Funds	2026 Total Funds	2027 Total Funds
4-H YD Intern 300hrs	\$6,768	\$6,972	\$7,182
Total	\$6,768	\$6,972	\$7,182

Table D: Grant/Partner Funded Positions

County is not obligated to provide funds and the University shall not bill for the following grant or partner-funded positions. County agrees to provide “local support” as specified in paragraph 4 of the Agreement unless otherwise specified. University agrees to provide salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

Program	Position/Working Title	Grant/Funding Partner	Local Support
Family, Health, and Wellbeing	N/A		

Table E: Summary

Table Subtotals	2025		2026		2027	
	FTE		FTE		FTE	
Table A	1.25	\$121,250	1.25	\$124,887	1.25	\$128,643
Table B						
Table C						
1 Summer Intern		\$6,786		\$6,972		\$7,182
Total MOA Costs		\$128,036		\$131,859		\$135,825

Agreement between the Regents of the University of Minnesota through its Extension And Chisago County, Minnesota Exhibit B: Program Deliverables

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

4-H Youth Development:

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

Agriculture, Food and Natural Resources:

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Master Gardener Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

Family, Health and Wellbeing:

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will

promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.

2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

Community Development:

1. Extension Educators will work with community leaders, including the County Extension Committee, to engage different segments of the community to understand and assess the issues affecting their community and its development.
2. Extension Educators will facilitate the development of an annual community development action plan that guides educational programming and applied research for the county on an annual basis and contributes to the development of a core \set of community development resources for the county.
3. Extension Educators will facilitate and support access to community development educational programming in the county such as programs in leadership development, tourism, entrepreneurship, workforce development, placemaking, and others tailored to the needs of the county.
4. Extension Educators will coordinate applied research programs that examine issues of community and economic development that help community leaders better understand these issues and inform actionable responses.
5. Extension Educators will evaluate the short and long-term impacts of community development programming in the county and share this information with the County Extension Committee and other stakeholders.

**Agreement between the Regents of the University of Minnesota through its Extension
And Chisago County, Minnesota
Exhibit C: University Recommendations**

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

1. Technology recommendations for Extension employees located in county Extension offices

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
 - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
 - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
 - Microsoft Office is used to create documents, spreadsheets, and presentations.
 - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
 - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
 - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
 - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

2. Recommendations for time and responsibilities of county-hired administrative support specialists

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.
- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

Example Position Description

Extension Administrative Support Specialist

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

County Program Support

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

Office and General Administration

- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

Chisago County Request For Board Action

Meeting Date: November 6, 2024	Item Number: 18
Title of Item for Consideration: Property Tax Abatement Policy	
Action Requested by: Daryl Moeller, County Assessor	Department: Assessor's Office
Previous Action on this Matter: The last time the Abatement Policy was updated was 2007.	
Background: Every year the assessor's office is the starting process if people have filed a homestead application past the due date or when the value needs to be corrected. To become more efficient and less adjustments to taxes already calculated, moving the deadline to January 31 for the abatement, taxes can be recalculated prior to us mailing a tax statement. Other changes to the property are more grammatical or changing the title of Auditor and Treasurer to Auditor-Treasurer. Attachment(s): DRAFT Abatement Procedure Policy	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County Abatement Procedures Policy. The suggested motion is as follows: <i>“Move to approve the Chisago County Abatement Procedures Policy.”</i>	
Implications of Action: Approving the policy will allow the assessor staff and auditor to process the abatements prior to final tax calculations. This will give property owners a correct tax statement before taxes are due. Budget/Financial Implications: There is no cost implication. 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 ABATEMENT PROCEDURES POLICY

I. POLICY STATEMENT

The purpose of this policy is to ensure accuracy and streamline ~~our Chisago County operations with regard to value, classification and taxes paid to save resources.~~ This abatement policy is designed to: save staff time for the Assessor, Auditor-Treasurer ~~and Treasurer~~; and simplify the homestead and Property Tax Refund processes, ~~and make them more efficient.~~

As provided for in the County policy, the department policy establishes the appropriate procedures for processing abatement requests by the departments.

II. POLICY DEFINITIONS

A. Abatement

Action to reduce or abate the market value, taxes, penalties, or interest on taxes not paid by the due date, or to change the property classification, following a written request that includes a signature. Abatements can result in a reduction of the tax levied against a particular property.

B. Classification

Each property in Minnesota is assigned a classification, such as residential homestead, apartment, commercial/industrial, etc., based on the type and use of the property.

C. Clerical Errors

An error made by a Chisago County employee or agent ~~in~~ entering figures in the records, performing arithmetic computations, or omissions where it was clearly the intent of the official to make an entry which was not done. A clerical error does not involve judgment.

D. Hardship

An event or circumstance beyond the control of the taxpayer. Examples of hardship include, but are not limited to, the physical or mental incapacity of the taxpayer or the taxpayer's immediate family and other events and circumstances, which may constitute excusable neglect on the part of the taxpayer. It does not include financial hardship.

E. Market Value or Valuation

An assessor's estimate of what a property ~~would be~~ worth if it was sold on the open market with willing seller and buyer.

F. Total Amount Abated

The sum of the taxes, costs, penalties, and interest of abatement.

H. Unjust and Unreasonable

Denial of abatement would violate the principles of justice or fairness and being within the bounds of common sense.

III. POLICY GUIDELINES

A. General Procedures (all abatement requests):

1. Abatement Forms ~~should be are~~ made available to property owners upon request. Forms ~~should be are~~ available from the Assessor's office.
2. An abatement application ~~should be is~~ completed for each parcel and for each payable year for abatements involving the reduction of value, and classification changes. Abatement applications for delinquent tax, current tax, penalties, interests and fees, or special assessments may be made individually or as a group of parcels.
3. As allowed by M.S. 375.192, abatements can be considered as they relate to taxes payable in the current year and the two prior years, provided that abatements for the two prior years shall be considered only for administrative errors or when the taxpayer fails to file for an abatement due to hardship, as defined by county board policy.
4. All abatement requests shall be signed by the applicant, or department employee on behalf of the applicant, and include the applicant's contact information ~~social security number~~ if a refund is to be issued.
5. ~~On a~~ Any abatement that exceeds the \$10,000 delegated authority, the Department shall give notice within twenty (20) days to the school board and the municipality in which the property is located. The notice must describe the property involved, the actual amount of the abatement (reduction) being sought, and the reasons for the abatement. The department will place the abatement on the County Board agenda after allowing for the 20-day notice. The County Board will either approve or deny the abatement.
6. If an abatement application is denied by either the ~~department~~ Assessor, Auditor-Treasurer or the County Board, the ~~department~~ County will notify the applicant either in writing, by phone or in person.

7. Abatements are costly in terms of preparations and time expended on them. ~~In order to~~ To eliminate nuisance type abatements, a reduction in taxes of \$100.00 or less **per year** will not be processed.

This \$100.00 minimum reduction will be waived only for personal property mobile homes. This exception is made because personal property mobile homes are property that is taxed in the same year that it is assessed. State law requires an abatement form for tax reductions after they are levied. Therefore, adjustment of assessment errors for personal property mobile homes usually requires an abatement.

8. Abatements may be granted if they are within the allowable taxable years to serve the public interest by preventing a property from going into forfeiture. An example of this ~~would be~~ is a property owned by a local government that ~~may have~~ has delinquent taxes and abating would forgo the expense of the forfeiture process.

B. Payment of Taxes Pending Abatement Application Review

Unless otherwise agreed to, an applicant for abatement shall pay the total amount due, including any penalties, interests, or fees by the appropriate due date while an abatement is being considered.

C. Abatements of Market Value or Classification Change

1. Abatement requests to reduce the market value or change the classification of any real or personal property shall be submitted to the Assessor on the appropriate form.
2. The Assessor shall complete an investigation into the facts and recommend appropriate market value or classification changes as allowed by state law and county policy.
3. Abatements of market value or classification changes should only be approved if an administrative error has been made on the part of the County. Classification changes and market value reductions should not be made after values are finalized in July of each year, unless ordered by the tax court or as a stipulation related to a tax court petition.
4. A separate application must be submitted for each individual parcel and each individual year an abatement is requested.
5. Abatement applications related to valuation or classification changes must be approved by the County Assessor, County Auditor-Treasurer, and County Board.

D. Homestead Abatements

1. Applications for homestead abatements shall be submitted to the County Assessor.
2. The deadline for consideration of homestead abatements will be ~~May~~ 15th February 1 of the current payable year.
3. Homestead abatements accepted after that date will only be approved if a county error has created the necessity for the abatement.
4. The County Assessor shall complete an investigation into the facts and recommend the appropriate change related to homestead classification.
5. ~~The County Assessor may request~~ Applicants for homestead must provide two or more but not limited to the following items from the year in which the homestead status is being requested that shows a mailing address which is the same as the address for the property in question:
 - ~~a. An active listing in the telephone directory~~
 - b. a Copy of their voter registration record that shows they were registered to vote at the property address
 - e. b A valid driver's license or State of Minnesota identification card with the property address
 - d. c Utility bills (water, electricity, natural gas, cable television, telephone, garbage service, etc.)
 - e. d Home insurance policy statement
6. Abatement applications related to homestead changes must be approved by the County Assessor, County Auditor-Treasurer, and County Board.

E. Abatement of Current Penalty and/or Delinquent Penalty, Interest & Fees

1. Applications for abatement of current penalty shall be submitted to the County ~~Auditor~~-Treasurer. Application for abatement of Delinquent Penalty, Interest, and Fees shall be submitted to the County Auditor-Treasurer.
2. Minnesota Statutes 279.01 subdivision 2 allows for abatements of penalty when the imposition of the penalty is unjust or unreasonable. The following criteria should be used to determine if an abatement is warranted:
 - a. Documented county or municipality administrative error.
 - b. Hardship
3. Abatements of Penalty, Interest, and Fees shall be approved by the County Auditor-, ~~County~~-Treasurer, and County Board.

F. Abatements of Special Assessments

1. Special assessments are certified by the municipal clerk to the Auditor-Treasurer's Office to be collected through the property tax statement.
2. Final special assessments are to be certified by November 30th to the Auditor-Treasurer's Office.
3. Abatements of Special Assessments will only be done upon approval of the unit of government approving the assessment.
4. Special Assessment abatements shall be submitted to the County Auditor-Treasurer.
5. Applications for special assessment abatements may be made for an individual parcel or a group of parcels.
6. An application for abatement will be denied if the assessment amount has already been collected by the county. In these cases, the county will settle the assessment amount to the city, township, or other entity levying the assessment, and a refund may be issued from that entity.
7. Special assessment abatements shall be approved by the unit of government approving the assessment and the County Auditor-Treasurer.

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G. Local Option Disaster Credit

1. There will be no abatements when a home becomes uninhabitable or unusable by an accidental disaster.
2. Property shall be assessed as to its status as of January 2nd; and be re-valued again on the next January 2nd.

Chisago County Request for Board Action

Meeting Date: November 6, 2024		Item Number: 19*****	
Title of Item for Consideration: Email Data Retention and Disposition Standard			
Action Requested by: Jon Eckel, Director		Department: Enterprise Services	
Previous Action on this Matter: None.			
Background: The email retention and disposition standard is the policy that controls how long the data is kept inside of the email systems. This policy is updated to reflect the most current laws around data retention. Attachment(s): Email Data Retention and Disposition Standard			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the attached Chisago County Email Data Retention and Disposition Standard document and direct that it be distributed to all Chisago County employees. The following motion is suggested; <i>“Move to approve the attached Chisago County Email Data Retention and Disposition Standard and direct that it be distributed to all Chisago County employees”.</i>			
Implications of Action: By approving the Email Data Retention and Disposition Standard Chisago County will be aligned with the most current data retention laws around email data. Budget/Financial Implications: None. Legal/Policy Implications: The Email Data Retention and Disposition Standard has been approved by the County Attorney.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY

ELECTRONIC COMMUNICATION (EMAIL) DATA RETENTION AND DISPOSITION STANDARD AND POLICY

I. PURPOSE

The purpose of this Policy is to establish standards and policies around the Retention and Disposition of County Electronic Communication (Email) Data. The County recognizes the critical nature of email communication and the important role it plays in day-to-day operation of County operations.

II. SCOPE

This policy applies to all employees of the County; elected officials, including County Commissioners; any staff who perform work for the county under a contract; and volunteers working in conjunction with a county department, agency or under the direction or on behalf of employees, officials, or staff.

III. POLICY STATEMENT

Use of email has evolved from a communication tool into an information storage system where messages are kept by employees for undetermined lengths of time, without regard to the topic or purpose of the communication.

Email is a format, not a record type or category. Employees must follow the Record Retention Policy to store records in the repository designated on the retention schedule. Properly deleting email communications which do not rise to the level of a Government Record reduces Chisago County's risks related to unauthorized access to or dissemination of data stored on the email platform.

This Policy establishing a set electronic communication (email) retention and destruction standard shall be interpreted consistent with Chisago County Data Practices Policy, Data Practices Procedural Guidelines, and Minnesota Statutes §138.17 and §13.01.

This Data Retention and Disposition Standard replaces the retention timelines and email box size limits that may exist in other legacy policies or directives.

IV. POLICY

The management of email is required as part of day-to-day operations at County of Chisago.

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1. Email communications that are official records must be maintained according to the Chisago County Records Retention Schedule and the Records Retention and Disposition Policy.
 2. All email data is subject to the Minnesota Government Data Practices Act.
 3. Employees must not store any county email data on personally owned equipment or devices.
 4. The Office of County Attorney may direct employees to preserve all email communications relating to a specific subject in accordance with the Litigation Hold Policy.
 5. Chisago County imposes mailbox size limits and uses automatic deletion processes to manage its electronic communications data.

A. Electronic Mailbox Size Limits

Chisago County limits all employees, officials, staff and volunteers to the current Microsoft O365 default value of 99GB of storage in their electronic mailbox. The maximum volume or storage change from time to time based on Microsoft's default allowances or other legal required or administrative needs.

B. Disposition/Destruction Timeframe

Chisago County will routinely, and in the regular course of business, delete messages in the email system according to the following schedule:

1. Inbox and custom folders 7 years after receipt
2. Sent items box: 7 years after date sent
3. Junk/spam folders: 7 days after receipt
4. Deleted items or "Trash" folder: 7 days after deletion
5. Drafts: 30 days after creation
6. Calendar items: 7 years after meeting date
7. Email Archive: 7 years after receipt
8. Routine system status emails, such as UPS battery status, server temperature monitoring, Help Desk reports, etc. may be deleted after 1 year at the discretion of the D.E.S. Director, to address storage needs and volume if necessary.