

BOARD OF COMMISSIONERS

Commissioners:

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

Board of Commissioners
REGULAR MEETING – Wednesday, December 4, 2024
County Board Room, Room 172
******* AMENDED *******

County Administrator
Chase Burnham

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

Health and Human Services Committee of the Whole:

Discussion

- | | | |
|---|--|-------|
| 1.) | Director's Report | TAB 1 |
| Items for Committee Review/Recommendation: (<i>discussed in detail as requested</i>) | | |
| 2.) | Payment of County's Warrants for HHS | TAB 2 |
| 3.) | Licensing Fee Joint Powers Agreement | TAB 3 |
| 4.) | Prof./Tech. Services Contract with Solid Oak Financial Services through 2026 | 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 – Licensing Fee Joint Powers Agreement | TAB 3 |
| 4.) | HHS Committee Recommendation – Solid Oak Financial Services through 2026 | TAB 4 |
| 5.) | Minutes from the November 20 th , 2024, Meeting | TAB 5 |
| 6.) | Payment of County's Warrants and Miscellaneous Bills | TAB 6 |
| 7.) | Recognition of County Staff December Anniversaries | TAB 7 |
| 8.) | Transfer of Funds – Tax Forfeit Land Fund to the Tax and Penalty Fund for Settlement | TAB 8 |

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

- | | | |
|-----|---|-------|
| 9.) | Consideration of Final 2025 Operating County Budget | TAB 9 |
|-----|---|-------|

Other Business of the County Board

- | | | |
|------|---|--------|
| 10.) | Setting the Ditch Levies for 2025 | TAB 10 |
| 11.) | LENS E-Petition Integration Invoice | TAB 11 |
| 12.) | Lake Improvement District – Weir Replacement Loan | TAB 12 |
| 13.) | Out of State Travel Request – PRIA Conference, San Antonio TX – Recorder | TAB 13 |
| 14.) | Convey County's Interest in ICLC – Cambridge Transfer Station Property to ECSWC | TAB 14 |
| 15.) | Lake Association 2025 AIS Treatment and Education Grant Agreements | TAB 15 |
| 16.) | Fjellansbole Acres Final Plat | TAB 16 |
| 17.) | Winberg Addition Final Plat | TAB 17 |
| 18.) | ***** LID – Channel Maintenance – Beaver Obstruction Removal ***** | 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

- Thursday, December 5th – Chisago County Basket Challenge in Government Center for Chisago County Staff
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN
- Wednesday, December 11th – Chisago County Budget and Finance Meeting
- Wednesday, December 18th – Chisago County Board Commissioners
- Friday, December 20th – Ugly Sweater and Cookie Exchange in Government Center for Chisago County Staff

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: November 26, 2024

I. Department Updates/Highlights:

We recently had our Rule 13 Licensing Reviews. During this process the Department of Human Services (DHS) sends representatives here to review our files and records for programs we license in Adult Foster Care (AFC), Child Foster Care (CFC), and Childcare. Overall, our licensing programs did exceptionally well during the visit. While a few minor corrections were identified in our Adult Foster Care and Child Foster Care programs, all programs were certified to continue providing licensing services in the county. In our Childcare licensing there were no areas of non-compliance. Additionally, the Childcare license reviewer called out the exceptional work that Lanay does and that the childcare licensing information on the Chisago County website is outstanding.

Childcare continues to be an important issue across the state and some changes are coming effective January 1st. The state will move all licenses to a calendar year, and they will automatically renew if they are in good standing and pay the relicensing fee. Because the state is implementing its new provider hub for licensing actions, individual providers will be paying their licensing fees to the state rather than directly to the county. You will see before you tonight a request for board action regarding a joint powers agreement with the state to allow them to forward those licensing fees on to the county. Currently we have fifty-seven licensed family childcare providers in Chisago County.

We recently received our Performance Management Report from the state for our Adult Protection services and our Child Support services. The report compares county performance to the thresholds established for the performance management system this defines a threshold as the minimum level of acceptable performance as defined in Minnesota Statutes. For 2024 the statewide standard was 94.8%. Chisago County performed at 97.4%. Therefore, we are in compliance and no further action will be required. As you may recall, for 2025, we will be establishing our own performance standard for Adult Protection. This will be something very new for Minnesota.

There are three different performance management standards that need to be met. The first performance measure is the percentage of cases with paternity established. The state performance level is 96.01%. Chisago County's performance is 103.68%. Because paternities established by child support may not necessarily be for the same children born in that year, it is possible to have a performance measure greater than 100%. The second child support performance measure is the

percent of open child support cases with an order established. The statewide performance for this measure is 86.04%, while Chisago County's performance is 96.33%. The final performance measure for child support is the percent of current child support paid. The state performance for this measure is 73.34% and the Chisago County performance for this measure is 79.68%. Our Child Support unit here at Chisago County continues to be one of the top performing Child Support units in the state, and with the implementation of the paperless solution and our dedicated and competent staff, I believe they will continue to exceed all the standards.

We recently sent out a Request for Proposals (RFP) for our Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) Employment Services. That RFP closed November 1st. After reviewing proposals, we plan to renew our contract with Central Minnesota Jobs and Training Services (CMJTS) for calendar year 2025. CMJTS has been our provider of these services for a number of years now, and we are confident that they will do a great job moving forward in to 2025.

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. Moving into 2025, we have still not been notified of our Child Protection allocation for next year, so we are working from the estimate of what we received this year. This delay in funding may be due in part to the programs moving to the new Department of Children Youth and Families (DCYF) from the Department of Human Services (DHS).

III. Staffing Updates:

We have hired our new front desk Income Maintenance Case Aide, replacing a retiring worker. We have hired our new Community Outreach Worker. This is an internal move of a current Health and Human Services Childrens Behavioral Health Case Manager, so we will be looking to fill the vacancy created by this move. We have also just made a temporary hire of a Child Protection Investigator to assist in coverage while we have a couple Child Protection Workers out on leave.

We are evaluating the increasing workload with implementation of multiple legislative changes, as we move into 2025, and would like to fill one of our long-term on hold case aide positions. Filling this position will be critical to performing duties to allow some of our professional staff time to perform their work more effectively and efficiently.

In Public Health, we have received Cannabis Education grant funding. Public Health is looking to utilize this money, along with some funding from the Opioid Settlement funds, to fund a future position to help address substance use within Chisago County. This position would be entirely funded by these two grants and would not impact the levy.

IV. Review Requests for Board Action:



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 4, 2024**

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>
12/6/2024	\$ 25,752.49	12/4/2024	Commissioners Warrants
11/14/2024	\$ 2,682.10		Auditor Warrants
11/22/2024	\$ 186,609.29		Auditor Warrants
11/26/2024	\$ 6,019.85		Auditor Warrants
	\$ 221,063.73	Total	

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

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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		Warrant Description		Invoice #		Account/Formula Description	
No.	Name	Amount	Service Dates	Paid On	Blf #	On Behalf of	Name
10292	AMAZON CAPITAL SERVICES						1099
5	05-451-470-0000-6844	20.83-	SUPPLIES	10/09/2024	14CT-GXY1-LXTF	MECSH Grant Exp	N
3	05-420-600-0000-6401	54.54	SUPPLIES	11/12/2024	173D-VPM4-MCCV	General Supplies	N
3	05-430-700-0000-6401	81.81	SUPPLIES	11/12/2024	173D-VPM4-MCCV	General Supplies	N
2	05-420-600-0000-6401	12.90	SUPPLIES	11/12/2024	173M-DXTN-7RYG	General Supplies	N
2	05-430-700-0000-6401	26.56	SUPPLIES	11/12/2024	173M-DXTN-7RYG	General Supplies	N
2	05-451-430-0000-6401	36.43	SUPPLIES	11/12/2024	173M-DXTN-7RYG	General Supplies	N
1	05-420-600-0000-6401	89.97	SUPPLIES	11/09/2024	17DD-99CY-RHQL	General Supplies	N
6	05-451-470-0000-6844	31.98	SUPPLIES	11/18/2024	1KP9-DYKG-6YML	MECSH Grant Exp	N
8	05-121-000-0000-6400	17.17	SUPPLIES	11/20/2024	1LFV-GMC1-CQ1X	Office Supplies	N
7	05-420-600-0000-6401	77.44	SUPPLIES	11/20/2024	1LFV-GMC1-CQ1X	General Supplies	N
9	05-420-600-0000-6401	27.98	SUPPLIES	11/20/2024	1LFV-GMC1-CQ1X	General Supplies	N
9	05-430-700-0000-6401	41.97	SUPPLIES	11/20/2024	1LFV-GMC1-CQ1X	General Supplies	N
4	05-420-600-0000-6401	0.01-	SUPPLIES	10/25/2024	1LX4-4VX6-DKWN	General Supplies	N
4	05-430-700-0000-6401	0.02-	SUPPLIES	10/25/2024	1LX4-4VX6-DKWN	General Supplies	N
10292	AMAZON CAPITAL SERVICES	477.89	14 Transactions				
9480	Auto Glass Express						
10	05-430-700-0000-6562	389.00	441 WINDSHIELD REPAIR	11/20/2024	69097	Repairs	N
9480	Auto Glass Express	389.00	1 Transactions				
3612	BENSON/ROBERT						
11	05-420-600-0133-6335	56.72	TRAVEL EXPENSE-MILEAGE	11/18/2024		Director Travel	N



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Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Name	Rpt		Warrant Description		Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name			
19	05-430-700-0133-6335		91.49	TRAVEL EXPENSE-MILEAGE 10/03/2024 11/18/2024		Director Travel	N	1099	
	05-451-430-0000-6335		34.77	TRAVEL EXPENSE-MILEAGE 10/03/2024 11/18/2024		Worker Travel	N		
3612	BENSON/ROBERT		182.98	3 Transactions					
30282	CDW GOVERNMENT LLC		36.85	OLYMPUS DSS PLAYER STD TRANSCR 11/18/2024 11/18/2024	AB58J5U	General Supplies	N		
18	05-430-700-0000-6401		55.27	OLYMPUS DSS PLAYER STD TRANSCR 11/18/2024 11/18/2024	AB58J5U	General Supplies	N		
30282	CDW GOVERNMENT LLC		92.12	2 Transactions					
203001	CHISAGO COUNTY AUDITOR-TREAS OFFIC		16.71	SEPTEMBER-OCTOBER VETERANS 09/01/2024 10/31/2024	SEPT-OCT 2024	Postage	N		
18	05-420-600-0000-6202		380.00	SEPTEMBER-OCTOBER NB POSTAGE 09/01/2024 10/31/2024	SEPT-OCT 2024	Postage	N		
16	05-420-600-0000-6202		1,393.90	SEPTEMBER-OCTOBER IM POSTAGE 09/01/2024 10/31/2024	SEPT-OCT 2024	Postage	N		
17	05-420-640-0000-6202		11.25	SEPTEMBER-OCTOBER POSTAGE DUE 09/01/2024 10/31/2024	SEPT-OCT 2024	Iv-D Postage	N		
14	05-420-640-0000-6202		864.71	SEPTEMBER-OCTOBER IV-D POSTAGE 09/01/2024 10/31/2024	SEPT-OCT 2024	Iv-D Postage	N		
15	05-430-700-0000-6202		1,828.24	SEPTEMBER-OCTOBER HS POSTAGE 09/01/2024 10/31/2024	SEPT-OCT 2024	Postage	N		
19	05-430-700-0000-6202		760.00	SEPTEMBER-OCTOBER NB POSTAGE 09/01/2024 10/31/2024	SEPT-OCT 2024	Postage	N		
20	05-451-430-0000-6202		860.00	SEPTEMBER-OCTOBER NB POSTAGE 09/01/2024 10/31/2024	SEPT-OCT 2024	Postage	N		
203001	CHISAGO COUNTY AUDITOR-TREAS OFFIC		6,114.81	8 Transactions					
21	CHISAGO COUNTY SHERIFF'S OFFICE		60.00		24-2238	Cc Sheriff Sop & Bailiff	N		
22	05-420-640-0000-6385		60.00	11/07/2024 11/07/2024	24-2264	Cc Sheriff Sop & Bailiff	N		
8	05-420-640-0000-6385		60.00	11/12/2024 11/12/2024	24-2331	Cc Sheriff Sop & Bailiff	N		
23	05-420-640-0000-6385		60.00	11/20/2024 11/20/2024			N		



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Chisago County Board of Commissioners
December 4th 2024

Vendor		Name		Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	109
No.	Account/Formula	Accr				On Behalf of Name	Paid On Bhf #			
203004	CHISAGO COUNTY SHERIFF'S OFFICE					180.00				
1263	CHRISTENSON/BRANDIE				236.22	TRAVEL EXPENSE-LODGING			Conferences, Training And Dues	N
	05-451-473-0000-6245					11/13/2024	11/15/2024			
1263	CHRISTENSON/BRANDIE				236.22		1 Transactions			
30177	CINTAS CORPORATION				7.05	WEEKLY RUG SERVICE		4211255441	General Administration	N
	05-420-600-0000-6241					11/12/2024	11/12/2024			
26	05-430-700-0000-6241				14.10	WEEKLY RUG SERVICE		4211255441	General Administration	N
						11/12/2024	11/12/2024			
26	05-451-430-0000-6800				15.96	WEEKLY RUG SERVICE		4211255441	Other Expense	N
						11/12/2024	11/12/2024			
27	05-420-600-0000-6241				7.05	WEEKLY RUG SERVICE		4211967689	General Administration	N
						11/10/2024	11/10/2024			
27	05-430-700-0000-6241				14.10	WEEKLY RUG SERVICE		4211967689	General Administration	N
						11/10/2024	11/10/2024			
27	05-451-430-0000-6800				15.96	WEEKLY RUG SERVICE		4211967689	Other Expense	N
						11/10/2024	11/10/2024			
25	05-420-600-0000-6241				7.05	WEEKLY RUG SERVICE		4212713416	General Administration	N
						11/25/2024	11/25/2024			
25	05-430-700-0000-6241				14.10	WEEKLY RUG SERVICE		4212713416	General Administration	N
						11/25/2024	11/25/2024			
25	05-451-430-0000-6800				15.96	WEEKLY RUG SERVICE		4212713416	Other Expense	N
						11/25/2024	11/25/2024			
30177	CINTAS CORPORATION				111.33		9 Transactions			
5161	Department of Human Services				4,242.26	MERIT SYSTEM QE 06302024		A300MR1324D	General Administration	N
	05-420-600-0000-6241					04/01/2024	06/30/2024			
31	05-430-700-0000-6241				6,363.40	MERIT SYSTEM QE 06302024		A300MR1324D	General Administration	N
						04/01/2024	06/30/2024			
5161	Department of Human Services				10,605.66		2 Transactions			
5160	DHS MAPS				300.00	MEC2 BSFE RECOVERIES		A300MC13261I	Mec2 Childcare Recoveries	N
	05-430-720-0000-5831					10/01/2024	10/31/2024			
28	05-430-720-3140-6051				2,136.00	BSFE CO MATCH		A300MC13261I	Pos Other Child Care	N
						10/01/2024	10/31/2024			

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5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Chisago County Board of Commissioners
December 4th 2024

Vendor No.	Vendor Name Account/Formula	Rpt Accr	Amount	Warrant Description		Invoice # Paid On Blf #	Account/Formula Description		1099
				Service Dates	On Behalf of Name				
39	05-430-720-0000-5831		38.96	10/2024 FEDERAL OFFSET FEES		a300X431410	Mec2 Childcare Recoveries		N
				10/01/2024					
				10/31/2024					
				3 Transactions					
5160	DHS MAPS		2,474.96						
1926	DNA DIAGNOSIS CENTER								
	05-420-640-0000-6264		97.00	GENETIC TESTING		128104102024	Paternity Costs		Y
				11/01/2024					
1926	DNA DIAGNOSIS CENTER		97.00						
				1 Transactions					
40163	DVS RENEWAL								
	05-451-430-0000-6800		140.25	VEHICLE REGISTRATION RENEWAL		00-038948370	Other Expense		N
				11/01/2024					
40163	DVS RENEWAL		140.25						
				1 Transactions					
9472	Ensrud/Savanna								
	05-430-700-0128-6335		142.03	TRAVEL EXPENSE-MILEAGE			Child Prot Staff Travel		N
				11/08/2024					
9472	Ensrud/Savanna		142.03						
				1 Transactions					
9482	Evans-Norby Funeral Homes Inc								
	05-420-622-0000-6006		1,500.00				Burials General Relief		N
				09/27/2024					
9482	Evans-Norby Funeral Homes Inc		1,500.00						
				09/27/2024					
				1 Transactions					
5149	Han/Jocelyn								
	05-430-700-0127-6335		320.74	TRAVEL EXPENSE-MILEAGE			Mh Travel		N
				09/25/2024					
5149	Han/Jocelyn		320.74						
				1 Transactions					
3677	HANSON/CHRISTINE R								
	05-430-700-0134-6335		31.92	TRAVEL EXPENSE-MILEAGE			DD Worker Travel		N
				09/27/2024					
38	05-430-700-0137-6335		74.48	TRAVEL EXPENSE-MILEAGE			Adult Services Travel		N
				09/27/2024					
3677	HANSON/CHRISTINE R		106.40						
				2 Transactions					
90061	INNOVATIVE OFFICE SOLUTIONS LLC								
	05-420-600-0000-6401		4.79	SUPPLIES		4682643	General Supplies		N
				10/31/2024					
40	05-430-700-0000-6401		9.86	SUPPLIES		4682643	General Supplies		N
				10/31/2024					



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5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Name		Rpt	Accr	Amount	Warrant Description		Invoice #	Account/Formula Description		1099
No.	Account/Formula						Service Dates	Paid On Bhf #		On Behalf of Name		
40	05-451-430-0000-6401					13.52	10/31/2024	SUPPLIES	10/31/2024	4682643	General Supplies	N
46	05-420-600-0000-6401					1.57	10/31/2024	SUPPLIES	10/31/2024	4684184	General Supplies	N
46	05-430-700-0000-6401					3.24	11/04/2024	SUPPLIES	11/04/2024	4684184	General Supplies	N
46	05-451-430-0000-6401					4.44	11/04/2024	SUPPLIES	11/04/2024	4684184	General Supplies	N
46	05-430-700-0000-6401					35.79	11/04/2024	SUPPLIES	11/04/2024	4691238	General Supplies	N
43	05-121-000-0000-6400					29.43	11/12/2024	SUPPLIES	11/12/2024	4696492	Office Supplies	N
44	05-420-600-0000-6401					262.53	11/18/2024	SUPPLIES	11/18/2024	4696492	General Supplies	N
44	05-430-700-0000-6401					393.79	11/18/2024	SUPPLIES	11/18/2024	4696492	General Supplies	N
42	05-420-600-0000-6401					37.89	11/18/2024	SUPPLIES	11/18/2024	4698376	General Supplies	N
42	05-430-700-0000-6401					77.99	11/19/2024	SUPPLIES	11/19/2024	4698376	General Supplies	N
42	05-451-430-0000-6401					106.96	11/19/2024	SUPPLIES	11/19/2024	4698376	General Supplies	N
39	05-420-600-0000-6401					27.13	11/19/2024	SUPPLIES	11/19/2024	4700547	General Supplies	N
39	05-430-700-0000-6401					40.69	11/21/2024	SUPPLIES	11/21/2024	4700547	General Supplies	N
90061 INNOVATIVE OFFICE SOLUTIONS LLC						1,049.62	11/21/2024		15 Transactions			
3557 ISANTI COUNTY SHERIFFS DEPT						70.00	[REDACTED]		11/12/2024	16873	Other Co Sheriff Sop	N
3557 ISANTI COUNTY SHERIFFS DEPT						70.00	11/12/2024		1 Transactions			
5203 LUNDGREN/LISA						12.62	CLIENT SUPPLY REIMBURSEMENT			General Administration		
05-430-700-0000-6241							11/12/2024		11/12/2024			
5203 LUNDGREN/LISA						12.62	11/12/2024		1 Transactions			
4873 MCKESSON MEDICAL SURGICAL												

Chisago County Board of Commissioners
December 4th 2024

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Vendor			Name		Rpt		Warrant Description		Invoice #		Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name						
48	05-451-470-0000-6800		11.41	LANCET,SAFETY PRESS ACTIV BLU 10/10/2024 1 Transactions	22750650	Other Expense						
48	MCKESSON MEDICAL SURGICAL		11.41									
49	Midwest Language Services, Inc 05-420-650-0000-6004		220.30	 09/09/2024 1 Transactions	15114	Ma Access Services						
50	MOBERG/LAUREN 05-451-470-0000-6844		440.00	IMH CONSULTANT 11/01/2024 1 Transactions	11	MECSH Grant Exp						
51	MOBERG/LAUREN		440.00									
51	MORRISON COUNTY SOCIAL SERVICES 05-420-600-0000-6402		220.00	SECURE FILE TRANSPORT 01/01/2024 1 Transactions	1027	Computer Software						
52	MORRISON COUNTY SOCIAL SERVICES		220.00									
52	NACVSO 05-121-000-0000-6850		50.00	2025 MEMBERSHIP DUES 01/01/2025 1 Transactions	KOWALKE.WENDY	Op Enhancement Grant Expense						
53	NACVSO		50.00									
54	ROBERTS/MANDY 05-430-700-0000-6202		10.40	POSTAGE REIMBURSEMENT 11/18/2024 1 Transactions		Postage						
53	05-430-700-0128-6335		146.06	TRAVEL EXPENSE-MILEAGE 10/24/2024 2 Transactions		Child Prot Staff Travel						
54	ROBERTS/MANDY		156.46									
55	Stenson/Elizabeth 05-451-480-0000-6824		24.79	TRAVEL EXPENSE-MILEAGE 11/19/2024 1 Transactions		Ship Grant Expense						
55	Stenson/Elizabeth		24.79									
12	Terlinde/Tracy 05-451-480-0000-6245		236.22	TRAVEL EXPENSE-LODGING 11/13/2024 1 Transactions		Conferences, Training And Dues						
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5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Chisago County Board of Commissioners
December 4th 2024

Vendor No.	Vendor Name	Account/Formula	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
9427	Terlinde/Tracy		Accr	236.22		1 Transactions		Paid On Bhf #	On Behalf of Name
8412	THRON/KATE	05-430-700-0127-6335		16.45	TRAVEL EXPENSE-MILEAGE	10/08/2024		Mh Travel	N
8412	THRON/KATE			16.45		1 Transactions			
9885	ZIEGLER/SAMANTHA	05-430-700-0127-6335		73.23	TRAVEL EXPENSE-MILEAGE	09/16/2024		Mh Travel	N
9885	ZIEGLER/SAMANTHA			73.23		1 Transactions			
5 Fund Total:				25,752.49	Health And Human Services	29 Vendors		81 Transactions	
Final Total:				25,752.49		29 Vendors		81 Transactions	



Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>
	5	25,752.49	Health And Human Services
All Funds		25,752.49	Total
			Approved by, .
			.
			.

Chisago County Request for Board Action

Meeting Date: December 4, 2024	Item Number: 3
Title of Item for Consideration: Licensing Fee Joint Powers Agreement	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: The 2023 Legislature has appropriated funds that will cover licensing fees for family childcare providers for the State Fiscal Years 2024, and 2025. Chisago County will receive \$50 per family childcare license to cover the annual fee that would have been charged to license holders. Chisago County will receive \$50 (the statutory maximum) even if they do not typically charge family childcare providers for a new license. Attachment(s): Licensing fee Joint Powers Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Licensing Fee Joint Powers Agreement. The suggested motion is as follows: <i>“Move to approve the Licensing Fee Joint Powers Agreement”</i>	
Implications of Action: Approval of this grant will allow Chisago County Health & Human Services to receive funding from the State of Minnesota to cover the cost of licensing fees that would have otherwise been charged to license holders. Budget/Financial Implications: This grant will be funded by State dollars. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	

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

STATE OF MINNESOTA JOINT POWERS AGREEMENT WORKSHEET (NOT PART OF THE CONTRACT)

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

Total Amount of JPA \$_____	
FinDeptID H55____ _	amount for state fiscal year____: \$_____
	amount for state fiscal year ____: \$_____
FinDeptID H55____ _	amount for state fiscal year____: \$_____
	amount for state fiscal year ____: \$_____

____ Unspent encumbrances to be certified to meet future obligations in accordance with Minnesota Statutes, section 16A.28

Starts in fiscal year:	Vendor ID:
------------------------	------------

SWIFT# /Encumbrance #: JPK%_____ / _30000 _____

Number/Date/Initials:

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

Related RFP file number (if applicable): [Click here to enter text](#)

GOVERNMENTAL UNIT Name and Address:

Soc. Sec. or Federal Employer I.D. No.:

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

Minnesota Department of Human Services Joint Powers Agreement

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Office of Inspector General – Licensing Division (DHS) and **COUNTY** (the GOVERNMENTAL UNIT). (This AGREEMENT refers to the DHS and GOVERNMENTAL UNIT each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

RECITALS

WHEREAS, the GOVERNMENTAL UNIT has been designated by the commissioner to perform licensing functions and activities, pursuant to Minnesota Statutes, section 245A.16, subdivision 1.

WHEREAS, the 2023 Legislature appropriated funding to cover licensing fees for family child care providers for State Fiscal Years 2024 (July 1, 2023 to June 30, 2024) and 2025 (July 1, 2024 to June 30, 2025). Counties will receive \$50 per family child care license to cover the annual licensing fee that may have otherwise been charged to license holders. Counties will receive \$50 (the statutory maximum) even if they do not typically charge family child care providers for a new license.

THEREFORE, the parties agree as follows:

1. AGREEMENT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This AGREEMENT is effective on **July 1, 2023** or the date that DHS obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This AGREEMENT is valid through **December 31, 2025**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

1.3. Survival of terms. The AGENCIES have a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: Indemnification; State Audits; Information Privacy and Security.

2. DUTIES.

2.1 GOVERNMENTAL UNIT's Duties. GOVERNMENTAL UNIT must implement continuous licensing for family child care providers consistent with Minnesota Statutes, section 245A.50, beginning January 1, 2024. As GOVERNMENTAL UNIT implements continuous licensure, GOVERNMENTAL UNIT agrees to not collect an annual license fee from family child care providers from July 1, 2023 through June 30, 2025.

2.2 DHS's Duties:

DHS must: pay Fifty Dollars (\$50.00) per family child care license to cover the annual license fee that may have otherwise been charged to license holders during the time period of July 1, 2023 to June 30, 2025. GOVERNMENTAL UNIT will receive \$50 (the statutory maximum) per family child care license even if GOVERNMENTAL UNIT does not typically charge family child care providers for a new license.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. DHS will provide consideration as described Clause 2.2 of this AGREEMENT as follows:

3.2 Terms of Payment. GOVERNMENTAL UNIT shall invoice DHS on an annual basis for family child care license fees covered during July 1, 2023 to June 30, 2025 in accordance with the schedule below:

End of Invoice Cycle	Invoice Due to DHS	Approximate DHS Warrant Date
June 30, 2024	October 31, 2024	November 29, 2024
June 30, 2025	August 29, 2025	September 26, 2025

GOVERNMENTAL UNIT may use the template invoice included in this Agreement as Attachment A, or format its own invoice, which must include the following information to be eligible for payment:

- GOVERNMENTAL UNIT name
- Invoice number
- Invoice date
- Invoice due date
- Include reason for invoice as "FCC Continuous License Fee Reimbursement per Interagency Agreement"
- List containing each license number for which GOVERNMENTAL UNIT is claiming reimbursement
- Total number of licenses for which GOVERNMENTAL UNIT is claiming reimbursement
- Total amount due
- Remit address

DHS will pay each invoice timely submitted by GOVERNMENTAL UNIT by the approximate warrant date listed above. If DHS receives GOVERNMENTAL UNIT's invoice after the date listed above for the annual period, DHS will pay the late invoice in the following payment cycle.

Before remitting the total requested by GOVERNMENTAL UNIT through its annual invoice, DHS shall total invoices received from every governmental unit bound by similar interagency agreement and, to the extent total payment due all governmental units does not exceed the DHS encumbrance (DHS Encumbrance) as established by the Legislature, shall pay GOVERNMENTAL UNIT's invoice. In the event

that the total governmental unit invoices would result in an amount that exceeds the DHS Encumbrance, DHS shall reduce payments for all governmental units proportionately and shall pay GOVERNMENTAL UNIT its proportionate share.

3.3. Total Obligation. The total obligation for all compensation and reimbursements to GOVERNMENTAL UNIT under this AGREEMENT will not exceed the DHS encumbrance of Fifty Thousand Dollars (\$50,000).

4. CONDITIONS OF PAYMENT.

GOVERNMENTAL UNIT will perform all services pursuant to this AGREEMENT to DHS's satisfaction, according to the sole discretion of DHS's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS' Authorized Representative for the purposes of administration of this AGREEMENT is Patrick Holman or successor. Phone and email: 651-431-6411 and patrick.n.holman@state.mn.us. This representative has final authority for accepting GOVERNMENTAL UNIT's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

5.2. GOVERNMENTAL UNIT. GOVERNMENTAL UNIT's Authorized Representative is **Click here to enter name** or successor. Phone and email: **Click here to enter text** If GOVERNMENTAL UNIT's Authorized Representative changes at any time during this AGREEMENT, GOVERNMENTAL UNIT must immediately notify DHS.

6. STATE AUDITS.

Under Minn. Stat. § 16C.05, subd. 5, the GOVERNMENTAL UNIT's books, records, documents, and accounting procedures and practices relevant to this AGREEMENT are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this AGREEMENT.

7. VENUE

Venue for all legal proceedings out of this AGREEMENT, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. INDEMNIFICATION.

In the performance of this AGREEMENT, the Indemnifying Party must indemnify, save, and hold harmless DHS, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by DHS, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the GOVERNMENTAL UNIT, the GOVERNMENTAL UNIT's reseller, any third party that has a business relationship with the GOVERNMENTAL UNIT, or GOVERNMENTAL UNIT's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of DHS's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for DHS's failure to fulfill its obligation under this AGREEMENT.

Nothing within this AGREEMENT, whether express or implied, shall be deemed to create an obligation on the part of DHS to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this AGREEMENT, and to all terms subsequently added, without regard to order of precedence.

9. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to GOVERNMENTAL UNIT under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that GOVERNMENTAL UNIT will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, GOVERNMENTAL UNIT is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If GOVERNMENTAL UNIT has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, GOVERNMENTAL UNIT will be responsible for its own compliance.
- c. Notwithstanding paragraph a. and b., in its capacity as GOVERNMENTAL UNIT under this AGREEMENT, GOVERNMENTAL UNIT must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GOVERNMENTAL UNIT will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GOVERNMENTAL UNIT or DHS.
- d. In its capacity as GOVERNMENTAL UNIT under this AGREEMENT, GOVERNMENTAL UNIT is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GOVERNMENTAL

UNIT in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

- e. If GOVERNMENTAL UNIT receives a request to release data created, collected, received, stored, used, maintained or disseminated by [Click here to enter governmental unit abbreviation](#) in performing its duties under this AGREEMENT, GOVERNMENTAL UNIT must immediately notify and consult with DHS's Authorized Representative as to how GOVERNMENTAL UNIT should respond to the request.
- f. Under this AGREEMENT, GOVERNMENTAL UNIT is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT.
- g. GOVERNMENTAL UNIT's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. GOVERNMENTAL UNIT must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT.

10. TERMINATION.

10.1 Termination. DHS or the GOVERNMENTAL UNIT may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

11. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

11.1 Assignment. The GOVERNMENTAL UNIT may neither assign nor transfer any rights or obligations under this AGREEMENT without the prior consent of DHS and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

11.2 Amendments. Any amendment to this AGREEMENT must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

11.3 Waiver. If DHS fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or its right to enforce it.

11.4 Contract Complete. This AGREEMENT contains all negotiations and agreements between DHS and the Contractor. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

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

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION** *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: _____

Date: _____

Contract No: _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

Reviewed:



County Attorney Dated 11/25/2024

3. DHS

By (with delegated authority): _____

Title: Deputy Inspector General – Licensing Division

Date: _____

4. COMMISSIONER OF ADMINISTRATION

By (with delegated authority): _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

GOVERNMENTAL UNIT

State Authorized Representative



Agency name (who is billing)

Address 1

Address 2

City, State Zip

Customer No: (Vendor ID number in Swift, H550100001)

Due Date: 30 days

Invoice Date: (When invoice created)

Invoice #: (Specific number to project)

Bill to:

Minnesota Dep of Human Services

Attn: Enterprise Operations & Policy

444 Lafayette Road N

Saint Paul, MN 55155

Amount Due: (total due)

Description: FCC Continuous License Fee Reimbursement

Inter-Agency Agreement # (IAA number – lower left corner of IAA)

Description

FCC Continuous License Fee Reimbursement

(List of FCC Licenses Auto-Renewed July 1, 202__ - June 30, 202__

Attached)

Qty

Amount

Subtotal: _____

Amount Due: _____

Chisago County Request For Board Action

Meeting Date: December 4, 2024	Item Number: 4
Title of Item for Consideration: Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County through 2026	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approved Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County through 2024.	
Background: Solid Oak Financial Services provides guardianship/conservatorship services to eligible clients who require assistance with decision making that is in the individual's best interest. Solid Oak Financial Services was chosen as another provider of this service for Chisago County Health & Human Services. These services will aide in the prevention of abuse, exploitation or self-neglect by advocating for the individual in regard to decisions regarding where to reside, personal, medical and financial affairs. Be advised guardian/conservators are expected to be utilized in unique situations whereby case management service, care teams, or supportive others are not available, and there is a service outcome desired. In many cases the Department expects to enact a collection action concurrent to the purchase of guardian /conservator services on behalf of the data subject. This contract is for casework originating in the Health and Human Services Department only.	
Attachment(s): Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County through 2026	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County. The suggested motion is as follows: "Move to approve the Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County."	

Implications of Action: Approval will allow Chisago County Health & Human Services to obtain guardianship/conservatorship services for eligible clients from Solid Oak Financial Services.

Budget/Financial Implications: Budgeted, levy dollars

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
SOLID OAK FINANCIAL SERVICES LLC and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Solid Oak Financial Services, LLC, PO Box 157, Avon, MN 56310, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services, specifically Guardianship and Conservatorship services to clients in the Behavioral Health, Children and Family Services and Aging & Disabilities Program and,

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on January 1, 2024 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until December 31, 2026 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES.**

- A. CONTRACTOR will provide guardianship and conservatorship services in accordance with Minnesota Statutes 524.5-313 and 524.5-417 to eligible indigent clients who are court ordered to have a public guardian or conservator.
- B. CONTRACTOR will ensure that staff have passed a criminal background check in accordance with Minnesota Statute 524.5-118.
- C. CONTRACTOR will respond to initial *emergency* referrals by the end of the following business day. All other referrals will be responded to within five business days.
- D. CONTRACTOR will provide the County with a copy of the guardianship plan for each client.

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

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:

- 1. Compensation:

- a. Term January 1, 2025 through December 31, 2026.

(Two Hundred Twenty Five) [\$225.00] per month per client (Program Code 595x or 695x) Guardianship only clients for 2025, and (Two Hundred Thirty dollars)[\$230] for 2026.

For a combination of Guardianship and Conservatorship it will be (Two Hundred Fifty dollars) [\$250.00] per month per client, and an additional (One Hundred dollars) [\$100.00] per hour billed in 15 minute increments.

This billing rate and its limitation shall also apply to Contractor's services during a 60 day period after a client has died, or until such time as the Contractor is discharged as guardian/conservator, whichever is earlier.

2. Travel:
Mileage is included in the flat monthly rate and not billed separately.
3. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed Twenty Eight thousand dollars [\$28,000.00].
4. **COUNTY** will provide two certified copies of guardianship documents and Letters of Guardianship provided at no cost to CONTRACTOR for all new clients.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

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

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

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

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

Name: Ben Neubauer, Owner
Address: PO Box 157, Avon, MN 56310
Telephone: 320-309-4898
E-Mail: solidoakguardian@gmail.com

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- C. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.
- VII. **AMENDMENTS.** Either party may request a review of these contract terms for possible amendment when warranted by changes in utilization or service needs. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

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

X. **INSURANCE.**

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

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim
\$1,500,000 per occurrence
\$3,000,000 annual aggregate

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

D. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability amount of \$1,000,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned.

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

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

XI. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research,

reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

- XII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 subd. 11(c). The CONTRACTOR shall retain all documents created as part of this agreement in accordance with the Minnesota Records Retention Schedule found in the MN Department of Human Services Bulletin #14-85-01. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

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

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

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

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

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S

obligations under this contract without the prior written consent of County's authorized representative.

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

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

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

APPROVED:

1. CONTRACTOR: SOLID OAK FINANCIAL SERVICES

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

Signed:
Title: Bernard Neubauer
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Marlys Dunne, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed: 
Title: Janet Reiter, Chisago County Attorney
Date: 11/25/2024

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Solid Oak Financial. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
 - (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
 - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA

Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
- (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
- (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
- (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
- (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
- (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
 - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

- (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
 - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
 - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
 - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
 - (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
 - (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.
4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:
 - (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
 - (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
 - (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.
5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business

Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.
- (b) **Termination upon Termination of the Underlying Relationship.** This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.
- (c) **Termination for Cause.** Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) **Upon Termination.**
 - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
 - (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph

IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, November 20, 2024**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, November 20, 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 Dahlberg, the motion **passed** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

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

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

On motion by Greene, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 6:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – CSAH 30 Improvement Project
- 3.) R&B Committee Recommendation – ADA Transition Plan Update
- 4.) Minutes from the November 6, 2024, County Board of Commissioners Meeting
- 5.) Payment of County’s Warrants and Miscellaneous Bills \$900,526.25

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.

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

On motion by Greene, seconded by Dahlberg, the Board moved to approve Resolution No. 24/1120-1, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Federated Co-ops Conditional Use Permit (CUP) to allow a Bulk Gas or Fuel Facility on 2.95 acres in the Rural Village Center (RVC) District. The subject property is located at the 18397 St. Croix Trail/TH 95 in Shafer Township (PID #08.00099.00 & 09.00095.00).

RESOLUTION NO. 24/1120-1

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING A CONDITIONAL USE PERMIT ALLOWING A BULK GAS OR FUEL FACILITY ON
PROPERTY LOCATED AT 18397 ST. CROIX TRAIL / TH 95 IN SHAFER TOWNSHIP**

WHEREAS, property owner Kale Wolff and applicant Federated Co-ops, Inc. submitted an application dated received September 24, 2024 and considered complete on September 30, 2024 for a Conditional Use Permit allowing a Bulk Gas or Fuel Facility on property located at 18397 St. Croix Trail / TH 95 in Shafer Township; and

WHEREAS, the subject site is located in the Rural Village Center (RVC) District; and

WHEREAS, the subject site is 2.95± acres in size (combined) and legally described as:

PARCEL 1

That part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows:

Commencing at the northwest corner of Section 9; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 419.9 feet; thence South 89 degrees 14 minutes East, a distance of 267.3 feet to the point of beginning; thence North 3 degrees 16 minutes East, a distance of 276 feet; thence North 69 degrees 46 minutes East, a distance of 89.5 feet to the southwesterly right-of-way line of Trunk Highway No. 95; thence southeasterly, along said southwesterly highway right-of-way line, a distance of 431 feet, more or less, to the point of intersection with a line that bears South 89 degrees 14 minutes East from the point of beginning; thence North 89 degrees 14 minutes West, along said line, a distance of 397.2 feet to the point of beginning.

Together with an easement for the purpose of accessing well on property westerly of and adjacent to the tract described as follows, over, under and across that part of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) of Section Nine (9), Township Thirty-four (34) North, Range Nineteen (19) West, Chisago County, Minnesota, described as follows: Commencing at the Northwest corner of Section 9; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 419.9 feet; thence South 89 degrees 14 minutes East, a distance of 130 feet to the point of beginning; thence continuing South 89 degrees 14 minutes East, a distance of 137.3 feet; thence North 3 degrees 16 minutes East, a distance of 276 feet; thence North 69 degrees 46 minutes East, a distance of 89.5 feet to the southwesterly right-of-way line of Trunk Highway No. 95; thence Northwesterly, along said southwesterly highway right-of-way line, a distance of 261 feet, more or less, to the north line of Section 9; thence North 89 degrees 11 minutes West, along said North line, a distance of 4 feet, more or less, to the point of intersection with a line that bears North 2 degrees 52 minutes East from the point of beginning; thence South 2 degrees 52 minutes West, along said line, a distance of 420 feet to the point of beginning.

Together with an easement for use of the well located on property described as follows, to-wit: Beginning at the Northwest corner of Section 9, Township 34 North, Range 19 West; thence South 0 degrees 00 minutes, assumed bearing, along the west line of Section 9, a distance of 185 feet; thence South 89 degrees 13 minutes East, a distance of 141.8 feet; thence North 2 degrees 52 minutes East, a distance of 185 feet to the north line of Section 9; thence North 89 degrees 11 minutes West, along said north line, a distance of 151 feet to the point of beginning, subject to a 20 foot easement lying west of and adjacent to the east line thereof.

AND

PARCEL 3

That part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 34, Range 19, Chisago County, Minnesota, described as follows:

Commencing at the NW corner of said NW¼ of NW¼; thence South 0 degrees 00 minutes, assumed bearing, along the west line of said Sec. 9, 419.9 feet; thence South 89 degrees 14 minutes East, 130 feet, to the point of beginning; thence continuing South 89 degrees 14 minutes East, 534.5 feet, more or less, to the SWly highway right-of-way line of Trunk Highway No. 95; thence South 0 degrees 00 minutes, 110 feet; thence North 89 degrees 14 minutes West 534.5 feet, more or less, to a point lying South 0 degrees 00 minutes of the point of beginning; thence North 0 degrees 00 minutes, 110 feet, to the point of beginning.

WHEREAS, notice was provided and on November 7, 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 Conditional Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1101; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 20, 2024 meeting and made the following findings per Zoning Ordinance Section 8.04, C.:

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

Finding #1 *The Chisago County Comprehensive Plan does not directly address the proposed use; however, the Zoning Ordinance (development policy) suggests that the proposed use of Bulk Gas or Fuel Facility is an essential service and allows this use in all of the County's zoning districts with issuance of a Conditional 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 *The proposed use of Bulk Gas or Fuel Facility is not a residential use and will therefore not require or create demand on such services / amenities as parks or schools. And, as a non-retail use, it won't require such services / amenities as sanitary facilities or off-street parking for customers. Access to the subject site will be gained from a well-established and well-maintained State highway (St. Croix Trail / TH 95) which the County believes can accommodate any amount of traffic generated from the proposed use. Therefore, the County*

finds that the proposed Bulk Gas or Fuel Facility use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.

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

Finding #3 *The subject site is located within the County's Rural Village Center (RVC) District, a district with the stated purpose of providing areas that will allow for retail and service businesses. While the subject site is adjacent to three properties – to the northwest, west, and south – which are developed with dwellings and used for residential purposes, it appears, based on aerial imagery, that the proposed bulk tanks will be located approximately 400' from the closest of these dwellings and as much as approximately 580' from the farthest of these dwellings. The undeveloped land to the east appears to include a significant amount of wetland with the remaining high land being used for agricultural purposes. The County finds that the proposed use is reasonably distanced from adjacent development and land to mitigate any potential negative impacts.*

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

Finding #4 *The proposed Bulk Gas or Fuel Facility use will include two 30,000-gallon LP gas storage tanks. While these tanks will have a commercial / industrial appearance, due to intended purpose, size and scale, the County finds that the subject site is suitable and appropriate for this particular use. The site gains access from a well-traveled State highway (St. Croix Trail / TH 95) and its zoned Rural Village Center (RVC) District which is intended for retail and service businesses. Further, as a non-retail business which is intended to be a storage and loading facility and based on the application materials, the County finds that the subject site will remain substantially unchanged from present conditions. Therefore, the County finds that the proposed use will not have an appearance that will have or create adverse impacts to 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 County finds that the Chisago County Zoning Ordinance identifies Essential Services and Transmission Lines, including Bulk Gas or Fuel Facilities, as a Conditional Use in all zoning districts. Further, the subject site is zoned Rural Village Center (RVC) District which the Zoning Ordinance states is*

intended for retail and service businesses. Given that the Zoning Ordinance identifies the proposed use as an essential service and the subject site is intended for service businesses, the County finds that the proposed use is compatible with the overall land use goals of the County.

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

Finding #6 See Finding #5.

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

Finding #7 *The subject site gains access from the well-established, well-maintained, and well-traveled St. Croix Trail / TH 95. Further, the subject site is located on a straight section of roadway which affords drivers entering and exiting the site with unobstructed views of the roadway and traffic and, conversely, other drivers on the road will have unobstructed views of Bulk Gas or Fuel Facility related vehicles entering and exiting the subject site. Further yet, the proposed use is not retail or commercial in nature, which would otherwise produce customer traffic, and is believed to produce minimal Bulk Gas or Fuel Facility related traffic. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion. The County notes that the Minnesota Department of Transportation, serving as Road Authority, did not provide the County with any comment on the proposed use prior to the November 7, 2024 public hearing.*

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

Finding #8 *The proposed Bulk Gas or Fuel Facility use will feature two 30,000-gallon LP gas storage tanks intended for liquid propane gas storage and to be used as a loading facility. Through implementation of conditions pertaining to glare, appearance and hours of operation, the County finds that any potential negative impacts associated with glare, appearance, and noise can be mitigated so as to prevent adverse impacts to nearby properties. These conditions are intended to address the appearance and on-going maintenance of the tanks, as well as any noise or disruption associated with any use-related traffic.*

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

1. This Conditional Use Permit for Bulk Gas or Fuel Facility allows for the construction and operation of a propane gas bulk plant storage and loading facility, including the placement and use of two 30,000-gallon tanks, in accordance with the application materials dated received September 24, 2024 (including subsequent materials received by the Department from the applicant via email on October 2, 2024 and October 3, 2024) and kept on file with the Chisago County Department of Environmental Services and in accordance with the conditions contained herein.
2. Placement of the tanks shall generally conform to the site plan submitted to and kept on file with the Department of Environmental Services, including meeting or exceeding the proposed setbacks of 135' from the centerline of St. Croix Trail / TH 95, 55' from the south property boundary, and 200'+ from the west and north property boundaries.
3. The permit holder shall provide copy of the final Emergency Response / Action Plan, created specifically for the subject site, to the Department of Environmental Services and the area fire department(s) which serve(s) the subject site.
4. The submitted lighting plan is hereby approved, with the requirements that all exterior lighting shall be downcast LED lighting and that the lights shall have sensors and be activated dusk to dawn.
5. Prior to submission of application for building permit, the property owner shall combine the two subject parcels (PIDs 08.00099.00 and 08.00095.00). Further, the lot combination process shall be complete prior to building permit application submittal.
6. Prior to issuance of building permit, the permit holder shall provide the Department of Environmental Services with evidence demonstrating legal access to the subject site.
7. All of the conditions listed above shall be satisfied prior to commencement of the approved Bulk Gas or Fuel Facility use.
8. The facility shall not operate between the hours of 10:00 pm and 6:00 am, meaning that there shall be no Bulk Gas or Fuel Facility related traffic on-site or loading / unloading of liquid propane during these hours.
9. The tanks shall be painted in such a manner as to prevent glare from adjacent properties and roadway traffic and, further, the appearance of the tanks shall be maintained in good repair (i.e., no prolonged chipping or otherwise unmaintained appearance).
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. The property and uses thereon are subject to all applicable local, State and Federal codes, including Zoning, Building and Septic Codes, and the National Fire Protection Association.
12. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The

property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

13. Any significant deviation from the approved use or any significant expansion or intensification of the approved use, as determined by the Department of Environmental Services, shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of Conditional Use Permit Amendment. The term "significant expansion or intensification" may mean, but is not limited to, placement of additional bulk tank(s) or temporary storage of "residential" tanks.

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. 24/1120-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving Behrant Miller & Samantha Riehms Interim Use Permit (IUP) request to allow a Contracting Business known as East Central Masonry, LLC on their 40 +/- acre property at 42895 Daisy Avenue in Fish Lake Township (PID #03.00538.00).

RESOLUTION NO. 24/1120-2

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING AN INTERIM USE PERMIT ALLOWING A CONTRACTING BUSINESS OWNED AND
OPERATED BY PERSONS RESIDING AT THE PROPERTY ON PROPERTY LOCATED AT
42895 DAISY AVENUE IN FISH LAKE TOWNSHIP**

WHEREAS, property owners Behrant Miller & Samantha Riehm submitted an application dated received September 25, 2024 and considered complete on September 30, 2024 for an after-the-fact Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 42895 Daisy Avenue in Fish Lake Township; and

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

WHEREAS, the subject site is 40± acres in size and legally described as:

PID 03.00538.00

The Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) EXCEPTING THEREFROM the West 16 ½ rods thereof and the East 23 ½ rods thereof, Section 35, Township 36, Range 22, Chisago County, Minnesota.

AND

The East one-half of the Southwest Quarter of the Northeast Quarter (E ½ of SW ¼ of NE ¼), Section 35, Township 36, Range 22, Chisago County, Minnesota.

WHEREAS, notice was provided and on November 7, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, property owner Miller, 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. PC2024-1102; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 20, 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 | <i>The Chisago County Comprehensive Plan identifies as a policy the allowance "for home occupations, rural retail tourism and limited rural businesses on homesteads in agricultural areas ..." (see page 9-9), and, generally speaking, offers broad support and encouragement for identified commercial activities within the Agricultural District so long as they comply with established performance standards. Therefore, the County finds that the proposed use is consistent with the goals and policies established by the Comprehensive Plan.</i> |
| 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 | <i>The proposed Contracting Business will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on Daisy Avenue, 430th Street, or surrounding roadways; therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities. Further, the Fish Lake Town Board, serving as Road Authority, did not identify any concerns with the proposed use in relation to Daisy Avenue, 430th Street, or other surrounding Township roads following its review of the request on October 14, 2024.</i> |
| 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 | <i>The subject site is 40± acres in size and, based on the submitted application materials and aerial imagery, the proposed business activity will be located approximately 400' to the north property boundary / 430th Street,</i> |

approximately 650' to the (northernmost) south property boundary, approximately 270' to the (northernmost) east property boundary, and approximately 150' to the west property boundary / Daisy Avenue. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in screening the proposed use from adjacent and future development.

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

Finding #4 *The proposed Contracting Business will utilize existing structures for office, storage, fabrication, and maintenance purposes as well as utilize land immediately adjacent to these structures for outdoor storage of certain materials. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in mitigating potential negative impacts associated with the appearance of the proposed use.*

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

Finding #5 *The Chisago County Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District; therefore, the County finds that the proposed use complies with land use goals and regulations established by the County's official land use controls.*

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

Finding #6 *The stated purpose of the Zoning Ordinance is to provide for and protect the public health, safety, and general welfare through nine specific objectives. Additionally, the Zoning Ordinance specifically allows Contracting Business Owned and Operated by Persons Residing at the Property as an Interim Use in the Agricultural District. Through close evaluation of the request and the establishment of conditions of approval, the County finds that the proposed use is consistent with the purposes of the Zoning Ordinance and, more specifically, with the purposes of the Agricultural District.*

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

Finding #7 *Being that the proposed use does not include any employees outside of the property owner(s) and customer traffic would be limited to the occasional sale of excess materials, the County does not believe that there will be an appreciable increase in daily traffic to and from the subject site. Further, the*

County believes that the implementation of a condition related to business related deliveries, there will be minimal impact to the surrounding area. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion. Further, the Fish Lake Town Board, serving as Road Authority, did not identify traffic hazards or congestion as a concern following its review of the request on October 14, 2024.

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

Finding #8 *While the Chisago County Planning Commission received public testimony during the November 7, 2024 public hearing related to concerns about potential negative impacts related to appearance, screening, truck traffic, and noise, the County finds that the implementation of conditions related to screening, deliveries, and hours of operation will aid in mitigating potential negative impacts related to noise and general unsightliness. Further, the County finds no evidence to suggest that the proposed use would impact nearby properties by intrusion of glare.*

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

1. This Interim Use Permit grants approval for the operation of a Contracting Business specializing in masonry construction / repair and chimney installation / restoration / repair as specifically described in the application materials dated received September 25, 2024 and kept on file with the Chisago County Department of Environmental Services. No commercial or retail activity, apart from the activities described in the application materials, shall be permitted as part of this approval.
2. Aside from office work conducted indoors, all Contracting Business activity taking place on-site – including loading / unloading of trucks and trailers, small-scale concrete casting for chimney crowns or other precast concrete applications, organization of tools, equipment and materials, and the cutting of materials – shall be allowed to operate Monday through Saturday (no Sundays) with hours of operation being 7:00 am to 9:00 pm. This condition is not intended to establish hours of operation for Contracting Business activity taking place off-site.
3. Deliveries related to the approved Contracting Business shall be limited to Monday through Saturday (no Sundays) between the hours of 8:00 am and 6:00 pm.
4. The Contracting Business shall not be open to the public; however, any sales of excess Contracting Business materials from the subject site shall be conducted by appointment.
5. To mitigate potential adverse impacts related to noise and appearance, the Contracting Business shall be subject to the following:

- a. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
- b. The permit holder shall maintain existing tree cover and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries to the greatest extent possible.
- c. The permit holder shall install screening in accordance with the Visual Screening plan dated received September 25, 2024 and kept on file with the Department of Environmental Services, as follows:
 - i. Two staggered rows of 2' tall white pine trees planted no greater than 13' apart adjacent to Daisy Avenue (between the north driveway and 430th Street) and 430th Street (between Daisy Avenue and existing tree cover), with an approximate quantity of 100 trees.
 - ii. Two staggered rows of bareroot black walnut trees planted no greater than 14' apart adjacent to the north driveway and north boundary of the storage lot, with an approximate quantity of 52 trees. Trees tubes shall be utilized to aid in the growth of these trees.
 - iii. Screening shall be fully installed within one year of the date of Interim Use Permit approval.
6. There shall be no employees, other than the property owners, reporting to / departing from the subject site or working at the subject site.
7. The use of conex boxes (aka, shipping containers) shall not be allowed. Any conex boxes currently on site shall be removed within six months of Interim Use Permit approval, unless the Chisago County Zoning Ordinance is amended before the end of six months to allow storage containers and the use complies with all established requirements.
8. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
9. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by either Behrant Miller or Samantha Riehm.
10. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Contracting Business, the addition of employees reporting to / departing from the subject site or working at the subject site, expanded hours of operation, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment. The County acknowledges that the permit holder intends to construct a lean-to addition on the structure labeled "D" on the approved site plan, and the construction of this addition shall be allowed with this

approval so long as it's constructed in compliance with all applicable codes and regulations.

11. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

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

On motion by Greene, seconded by Montzka, the Board moved to approve Resolution No. 24/1120-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Peaceful Sunrise located at 29813 Rydeen Avenue in Franconia Township, (PID # 04.00065.40) subject to conditions.

RESOLUTION NO. 24/1120-3

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF PEACEFUL SUNRISE**

WHEREAS, property owner Haven Homes, LLC submitted a request for the Final Plat of Peaceful Sunrise on November 4, 2024; and

WHEREAS, the property owner wishes to create one 9±-acre lot from the 9.3± acre subject site; and

WHEREAS, the subject site is located at 29813 Rydeen Avenue in Franconia Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00065.40

That part of the South 318 feet of the North 1320 feet of the East One-half of the Northeast Quarter (E ½ of NE ¼) of Section 5, Township 33 North, Range 19 West, Chisago County, Minnesota, lying Easterly of a line drawn between the Southeast corner and the Northwest corner of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼) of said Section 5.

WHEREAS, the Preliminary Plat of Peaceful Sunrise was recommended for approval by the Planning Commission on August 1, 2024 and approved by the Board of Commissioners on August 21, 2024; and

WHEREAS, the Final Plat submitted on November 4, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

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

1. The Final Plat is approved as submitted on November 4, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The Final Plat shall not be recorded until such time that the Chisago County Attorney's Office has received satisfactory title evidence in compliance with the Chisago County Subdivision Ordinance.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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. 24/1120-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Kost Ranch located at 36320 Kost Trail/CSAH 11, Sunrise Township, (PID # 09.00359.00).

RESOLUTION NO. 24/1120-4

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF KOST RANCH**

WHEREAS, property owners Roy Ramberg & Kelly Ramberg submitted a request for the Final Plat of Kost Ranch on November 6, 2024; and

WHEREAS, the property owners wish to create one lot from the 183.2± acre subject site; and

WHEREAS, the subject site is located at 36320 Kost Trail / CSAH 11 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00359.00

The South Half of the Northwest Quarter (S 1/2 NW 1/4), the West Half of the Southwest Quarter (W 1/2 SW 1/4), the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), and all that part of the North Half of the Southeast Quarter (N 1/2 SE 1/4) lying westerly of the center line of County Road No. 15, EXCEPT the East 1800 feet of the North 726 feet of the South Half of the Northwest Quarter (S 1/2 NW 1/4) all in Section 31, Township 35, Range 20, according to the U.S. Government Survey thereof, Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Kost Ranch was recommended for approval by the Planning Commission on July 11, 2024 and approved by the County Board on July 17, 2024; and

WHEREAS, the Final Plat submitted on November 6, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

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

4. The Final Plat is approved as submitted on November 6, 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.
5. The Final Plat shall not be recorded until such time that the Chisago County Attorney's Office has received satisfactory title evidence in compliance with the Chisago County Subdivision Ordinance.
6. 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 Dahlberg, seconded by Greene, the Board moved to approve the 2025 Solid Waste Hauler Recycling Agreements with Chisago Lakes Sanitation; Croix Valley Pick-Up; and Pete's Rubbish Hauling, as presented. 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 2025-2029 Household Hazardous Waste Inter-County Reciprocal Use Agreement between Chisago County and Washington County. 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 accept the approval of the Implementation Policy Committee and to approve the Lower St. Croix Comprehensive Watershed Management Plan, Annual Plan of Work and Attachments for 2025-2026, as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the agreement between Washington Conservation District and Chisago County for the 2025-2027 East Metro Water Resource Education Program. Funding for the 2025 program is \$8,000. 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 accept the November 13th Budget and Finance Report and approve scheduling the changing of Probation delivery systems to the December 18th Board of Commissioners meeting. 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 advertising for vacancies on the Board of Adjustment and Appeal, Extension Committee, HRA-EDA, Park Board, Planning Commission, Water Plan Policy Team, and One Watershed One Plan. 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 TriMin System Service Agreement for 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 Adult Mental Health Initiative (AMHI) with Isanti County Fiscal Host Contract. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Swenson, the Board moved to approve the Professional/Technical Services Contract with Amy Anderson, M.D. 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 Professional/Technical Services Contract between Lakes Center for Youth and Families. 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 Minnesota Department of Health Local Public Health Grant Agreement. 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 the Honeywell Building Solutions – HVAC Mechanical Maintenance Service Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Swenson, seconded by Montzka, the Board moved to approve the Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility (beginning January 1st, 2025). 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 a \$300,000 7-year 2.5% interest loan to the Lake Improvement District for replacement of weirs in the LID. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:24 p.m. **END TIME** – 7:24 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 Greene, seconded by Dahlberg, the Board adjourned the meeting at 7:44 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
December 4, 2024

6

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$1,151,543.61

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	943,895.23	General Revenue Fund	
	3	103,713.80	Road And Bridge Fund	
	12	65,573.96	Capital Equipment Fund	
	14	35,140.83	Solid Waste Fund	
	18	3,219.79	Lake Imprvmnt Distr Maint	
	All Funds	1,151,543.61	Total	Approved by,



TAB 7

Recognition of Years with the County December

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Lori O.	CCSO Admin Asst.	31
Michelle H.	Child Supp. Officer	30
Brenda C.	Case Aide HHS	24
Kenneth R.	Equip. Operator Hwy	21
Michelle B.	Case Aide HHS	18
Jeffry W.	Fleet Main. Tech.	15
Carla W.	Asst. Main. Supv.	13
Nicole K.	Legal Assit. II	12
Jessica H.	Career Corr. Agnt	11
Heidi N.	Sr. Social Worker	10
Michelle S.	Aging & Dis. Sup.	10
Robert B.	HHS Director	9
Jennifer K.	Eligibility Worker	9
Sheri K.	Sr. Deputy Assessor	5
Rusten G.	Equip. Operator Hwy	3
Dan D.	Commissioner	2
William L.	Veterans Driver	2
Allison E.	Deputy Sheriff	2
John H.	Deputy Sheriff	1

Nico C.	Atty Office Manager	1
Angelia O.	Case Aide	1
Steven C.	Deputy Sheriff	1
Michael K.	Equip. Operator Hwy	1
Kris S.	Deputy Sheriff	1

Chisago County Request for Board Action

Meeting Date: December 4, 2024		Item Number: 8	
Title of Item for Consideration: Transfer of Funds from Tax Forfeit Land Fund to the Tax and Penalty Fund for Settlement of the Sale			
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer		Department: Auditor-Treasurer	
Previous Action on this Matter - Authorization for Auditor-Treasurer to transfer funds.			
Background: All proceeds and costs from the tax forfeited land sales are collected into the Tax Forfeited Land Fund. The portion of the proceeds which are remitted to the local units of government and State fees are distributed from the Tax and Penalty Fund along with all other tax collections. Consequently, these funds need to be moved from the Tax Forfeited Land Fund to the Tax and Penalty Fund. Attachment(s): Transfer Request			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize transfer of funds from that tax forfeit land fund to the tax and penalty fund for settlement of the sale. The following motion is suggested: <i>“move to authorize the transfer of funds from that tax forfeit land fund to the tax and penalty fund for settlement of the sale.”</i>			
Implications of Action: If the transfer is approved the Tax Forfeited Land Fund and the Tax and Penalty Fund will have the appropriate balances. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve <u>CEB</u>		Deny _____	
		Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Request for Permanent Transfer of Funds

FUND FROM	FUND TO	REASON	AMOUNT
Tax Forefeit Land (Fund 72)	Tax and Penalty (Fund 71)	Transfer of Tax Forfeited Land Sale Proceeds for Distribution	\$77,250.00

Chisago County Request for Board Action

Meeting Date: December 4, 2024	Item Number. 9
Title of Item for Consideration: Conduct Truth-in-Taxation (TNT) Hearing and Consider Approval of <i>Final</i> 2025 Levy & Annual Budget	
Action Requested by: Minnesota State Statute/ County Administrator	Department: County Administration
Previous Action on this Matter: • 2025 Budget Preparation Discussions • 2025 Budget & Finance Subcommittee Meetings • September 18, 2024 Adoption of <i>Preliminary</i> 2025 Levy & Annual Budget	
Background: Board action is respectfully requested to hold the required Truth-in-Taxation (TNT) Public Hearing and approve, if ready, the <i>Final</i> 2025 Levy & Annual Budget. It is recommended that the County Board: 1) Open the Public Hearing at 7:00 PM to first hear the staff prepared Truth-in-Taxation Presentation by County Auditor-Treasurer Konrad and County Administrator Burnham and then receive public comment; 2) If so desired, offer for citizens and property owners to meet with County Assessor and/or Auditor-Treasurer staff following the TNT Hearing (either in the cafeteria or upstairs at the service windows) to further look into specific tax/assessment situations and questions; 3) Close the Public Meeting and, if ready, discuss and take action on the proposed 2025 Levy and Budget as part of tonight's formal Agenda. Board convening of a TNT Hearing is required under Minnesota Statute 275.065, as is action to approve a <i>Final</i> 2025 Levy & Annual Budget by December 27th, 2024. Attached for Board consideration is the summary of the draft <i>Final</i> 2025 Levy & Annual Budget, with a copy of the detailed draft <i>Final</i> 2025 Levy & Annual Budget	

to be handed out at tonight's meeting.

This draft *Final* 2025 Levy & Annual Budget reflects the formal *Preliminary* 2025 Levy & Annual Budget adopted by the Board at its September 18th, 2024 Meeting and subsequent adjustments incorporated into the draft by the County Auditor and Administrator. Of note:

- Adjustments made are reflected in the Contingency Fund and mirror the *Preliminary* Budget's 5.72% levy increase required to balance the budget, as per Board direction.

The *Final* 2025 Levy and Annual Budget reflects the work over the past seven months of the County Board, the County Auditor - Treasurer, Administrator, Department Directors, and staff; and follows the direction of the Budget & Finance Committee and prior Board review/action. Of note:

- Changes in 2025 employee compensation and benefits.
- Additionally, the County has proposed budgeting for cost increases in non-personnel categories; reflecting increases in fuel, supplies and other consumables.
- Proposed 2025 Debt Service expenditure reflect current obligations from past County debt issuances and the proposed 2025 Capital budget (CIP/CPA) reflects little change from prior years.

The *Preliminary* 2025 Levy and Annual Budget does include minor adjustments to various line items undertaken at the direction of the Board and/or the Budget & Finance Committee, including requests for additional funding for select outside organizations/supporting governments, including:

- Adjusting the *Preliminary* 2025 Levy and Annual Budget to reflect the JPA formula-based increase in levy support for the East Central Regional Library, to reflect the contract-based amount for Medical Examiner (ME), and the estimated amount for ME transports.
- Adjusting the *Preliminary* 2025 budgeted support for the Chisago County Soil and Water conservation District (SWCD), U of MN Extension, and Agricultural and Historical Societies to reflect programmatic and inflationary increases.

Attachment(s):

- *Draft Final* 2025 Levy & Annual Budget Summary

- *Draft Resolution Adopting the 2025 Levy and Annual Budget*
- *TNT Presentation (to be distributed separately)*

Action Requested/Recommended: It is respectfully recommended that the County Board convene the required Truth-in-Taxation (TNT) Hearing at 7:00 PM on Wednesday, December 4, 2024 and ask County staff to facilitate a short presentation prior to public comment.

Following conclusion of the staff presentation and public comment received via the TNT Hearing, Board review the draft *Final* 2025 Levy & Annual Budget (summary) is recommended, with approval of such at the Board's discretion, as presented or modified at tonight's Meeting, by acting upon the proposed Resolution below:

"Move to Approve by Board Resolution the Chisago County 2025 Final Levy & Annual Budget, as presented [or "as modified"] at tonight's meeting; to include:"

- ☐ ***A 2025 County Levy of \$49,953,801***
- ☐ ***A 2025 County Expenditure of \$91,005,029***
- ☐ ***A 2025 LID Levy of \$393,770 and LID Budget of \$393,770***

Implications of Action: Affirmative Board action following the December 4th TNT Public Hearing would allow the County to approve and implement its 2025 Levy & Annual Budget.

Budget/Financial Implications: Based upon the direction of the County Board, the draft *Final* 2025 Levy & Annual Budget implements the *Preliminary* 2025 Levy & Annual Budget, as adopted by the Board on September 18th, 2024. This includes the following key points:

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

Should the County Board wish to consider further reducing the *Final* 2025 Levy & Annual Budget beyond that approved in September, the following areas are identified for potential consideration:

- County Partners – The *Preliminary* 2025 Levy & Annual Budget includes discretionary funding, which could be lowered at the Board's direction, for the following key Partners:
 - Historical Society (\$40,000)
 - Ag Society (\$16,000, same as 2022 and 2023)
 - U of MN Extension (\$179,761, \$30,000 is added for rent)
 - Soil and Water Conservation District (\$212,000)
 - East Central Regional Library (\$837,927)
- Specific Targeted Reductions – The County Board may elect to further reduce specific funding for departments, programs, project, activities or expenditures, subject to any identified legal or contractual obligations, mandates and/or restrictions.
- Other – The County Board may also elect to delay action at tonight's meeting and schedule this item for the County Board's December 18th, 2024 meeting to allow for further discussion and/or preparation of information and material for Board consideration regarding adoption of the *Final* 2025 Levy & Annual Budget.

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

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

2025 Chisago County Truth in Taxation Hearing

December 4, 2024 at 7:00 p.m.



Truth and Taxation Hearing

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

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

The main purposes are:

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

Actions Required

1. Discuss budget and proposed property tax levy for 2025

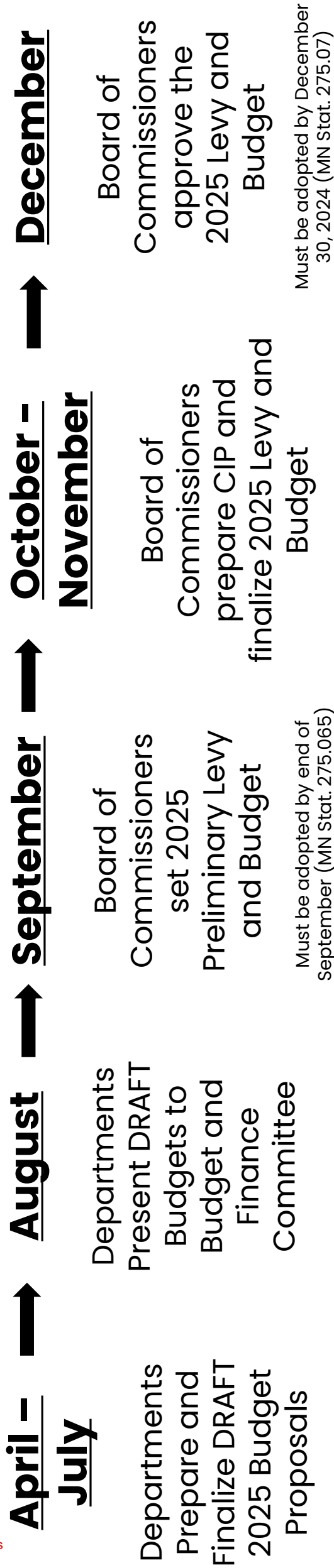
The proposed property tax levy for the taxes payable in the year 2025 and the proposed budget for the taxes payable in the year 2025 must be discussed

2. Public comment

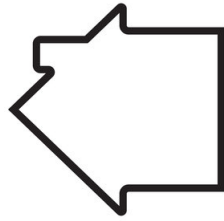
A reasonable amount of time to comment on the proposed property tax levy and budget and offer suggestions.

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

2025 Budget Process



Why property value matters for taxation?



$$\text{Market Value} - \text{Exclusions} = \text{Taxable Market Value}$$

All homesteads with an estimated market value below **\$517,200** have a portion of the market value excluded under the homestead market value exclusion. Other market value exclusions are provided through the “Green Acres” program and the disabled veteran’s exclusion.

A property’s **taxable market value** is its **estimated market value** less any applicable **market value exclusions**.

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

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

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

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

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

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

What affects my property tax bill?

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

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

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

Chisago County Government Funds

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

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

County Financial Management Report Card

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

Who Uses Your Local Property Tax Dollar?



County Government Budgeting

Where does the County get its Money?

Property Taxes

State Aids & Earnings

Grants (Federal, State, other agencies/orgs)

Fees/Charges for Services

Wheelage Tax

Local Option Sales Tax

Who Determines Budget Priorities?

Federal Mandates

State Laws/Mandates

Agreements or Specific Program Reqs.

County Board

Designated Agents

Proposed 2025 Chisago County Budget and Levy

2025 Budget

\$91,005,029

(\$4,612,006 more than 2024)

Budget Addresses Main County Mandates:

1) Public Safety

2) Public Works

3) Health and Human Services

4) General Government

2025 Levy Amount

\$49,953,801

2024 Increase = \$2,703,163

5.72% increase from 2024

Sample of services funded with property taxes

- Children Protective Services
- Vulnerable Adult Protective Services
 - Public Health
- Public Safety / Law Enforcement
- County Highway Maintenance
 - Elections
 - Parks/Trails

Drivers of 2025 Operating Budget Increases

• **Personnel Increases**

- 2% COLA = All Staff
- 3.5% Step = approx. 95% of Staff



• **Employee Health Insurance Increase**

(MN Blue Cross Blue Shield, 9.7% Increase)

- **Inflation/Raising Costs – Gas, Fuel, Supplies, Etc.**
- **Increase in Service Demands (Sheriff's Office, HHS, etc.)/Unfunded Mandates**
- **MCIT Property/Casualty Insurance Increase**
(2024 = \$470,522 2025 = \$571,132, 17.6% Increase)
- **Continued Debt Service**

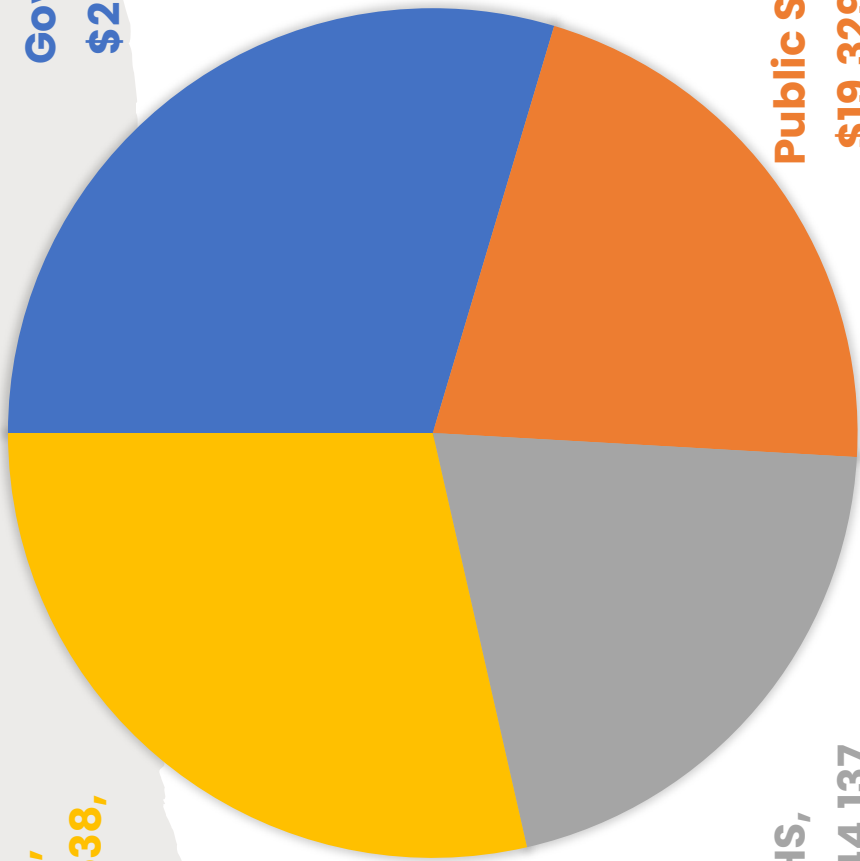
2025 Budget

\$91,005,029

(\$4,612,006 more than 2024)

Road and Bridge,
\$25,931,538,
29%

General Government,
\$26,887,220,
30%



Public Safety,
\$19,329,634,
21%

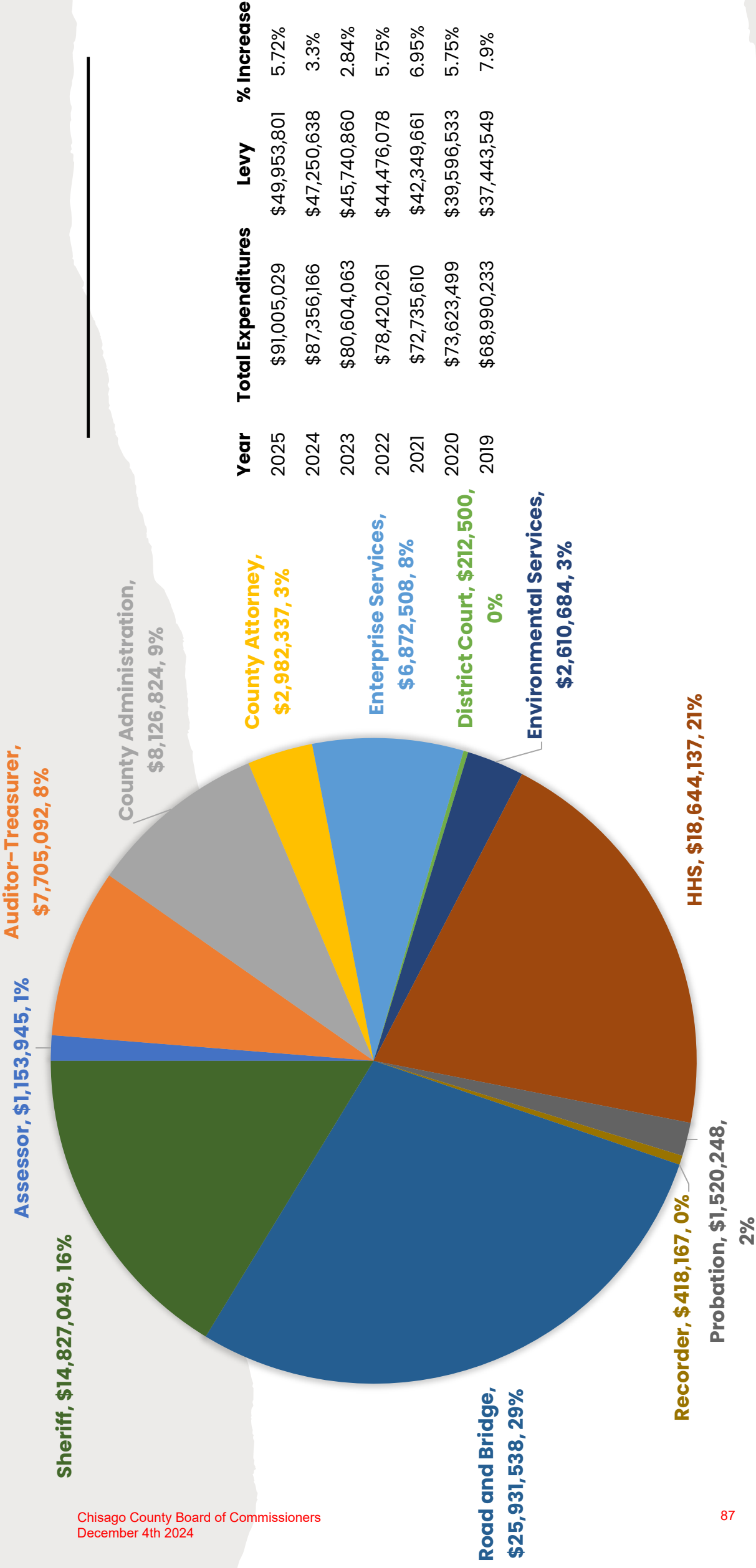
HHS,
\$18,644,137,
20%

Assessor	\$1,153,945
Auditor-Treasurer	\$7,705,092
County Administration	\$8,126,824
Enterprise Services	\$6,872,508
Environmental Services	\$2,610,684
Recorder	\$418,167
General Government	\$26,887,220

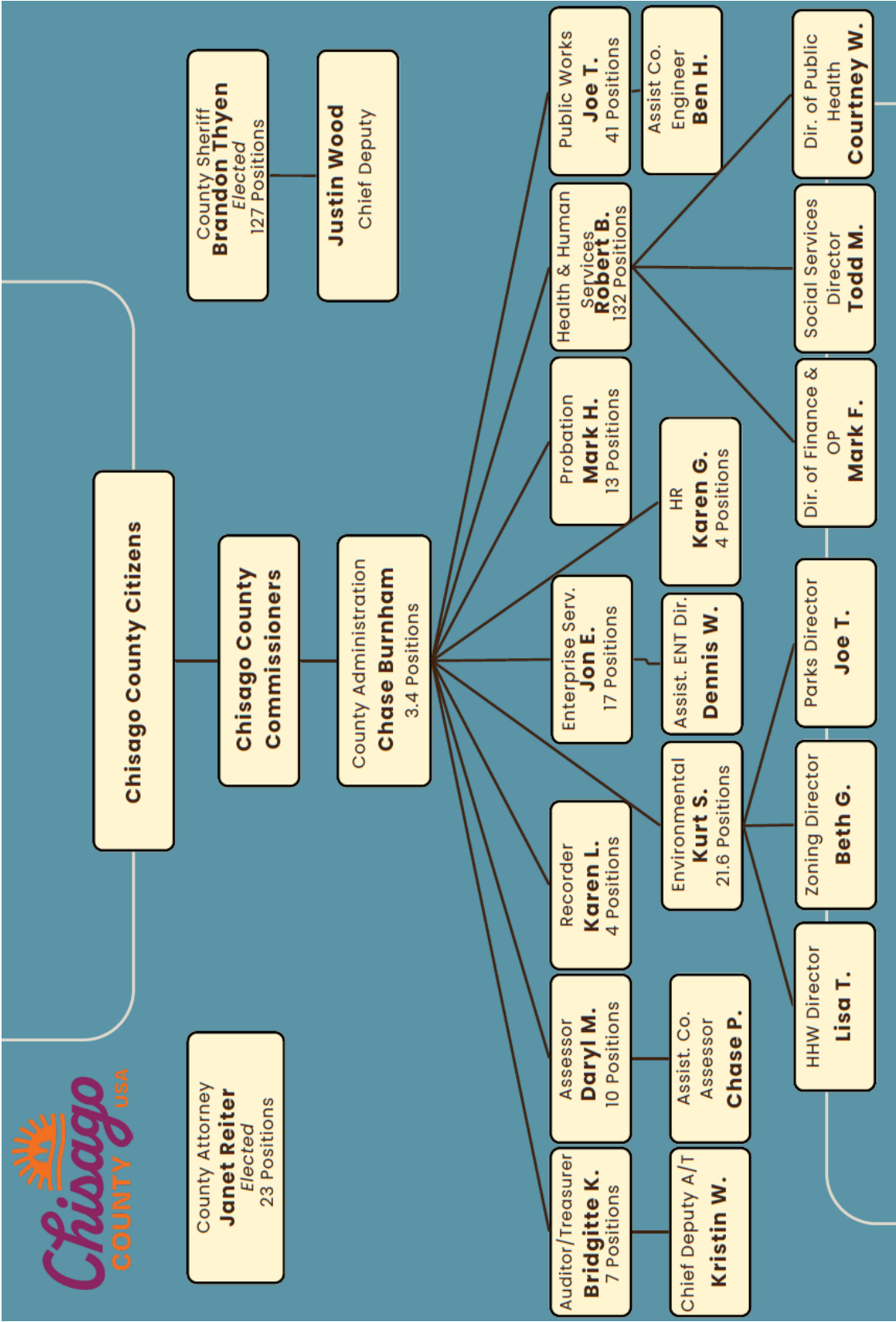
County Attorney	\$2,982,337
Probation	\$1,520,248
Sheriff	\$14,827,049
Public Safety	\$19,329,634

HHS	\$18,644,137
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Road and Bridge	\$25,931,538
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Year	Total Expenditures	Levy	% Increase
2025	\$91,005,029	\$49,953,801	5.72%
2024	\$87,356,166	\$47,250,638	3.3%
2023	\$80,604,063	\$45,740,860	2.84%
2022	\$78,420,261	\$44,476,078	5.75%
2021	\$72,735,610	\$42,349,661	6.95%
2020	\$73,623,499	\$39,596,533	5.75%
2019	\$68,990,233	\$37,443,549	7.9%



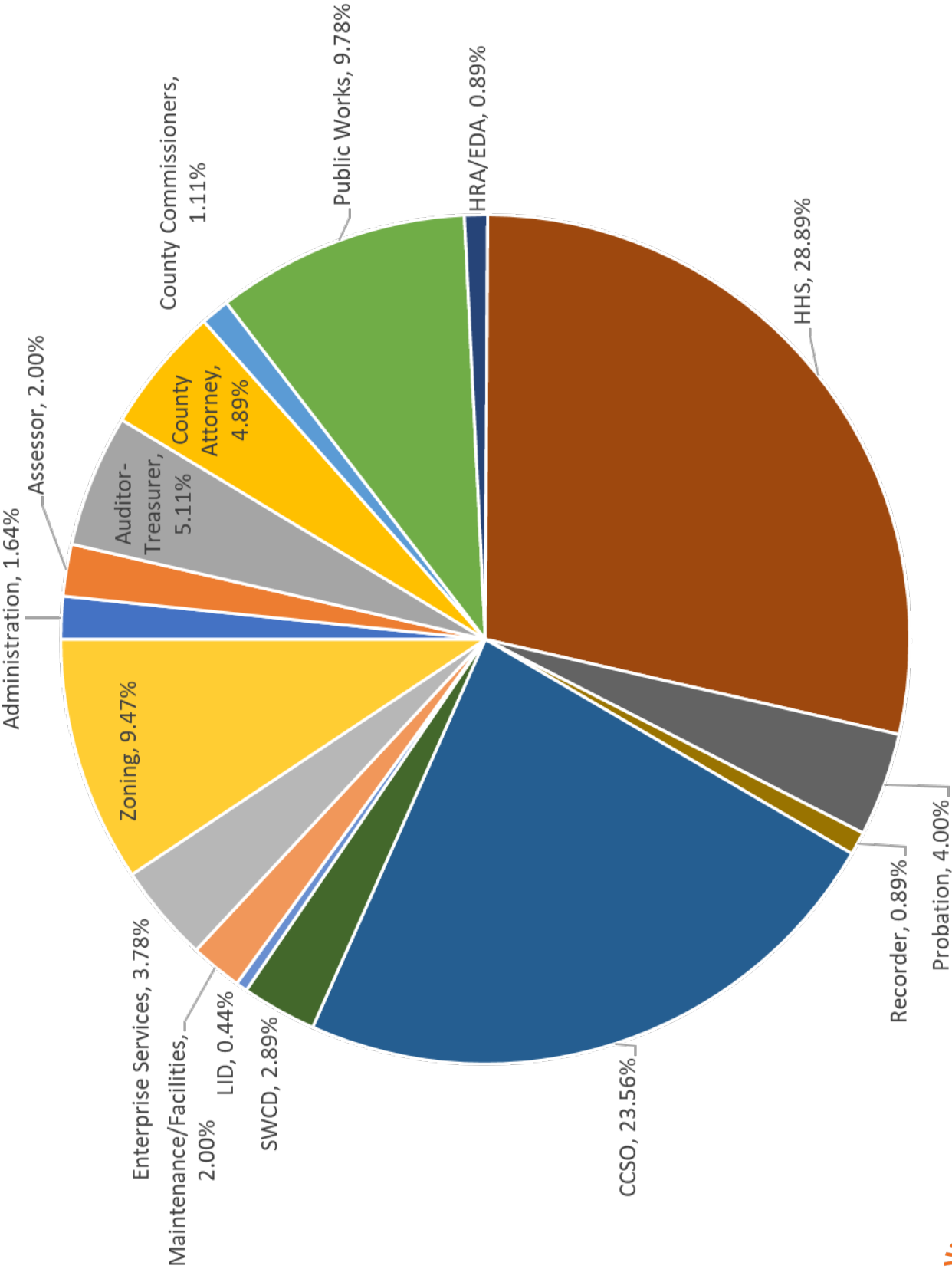
FOR COMPARISON:

Pine = 10.0 Isanti = 7.5 Kanabec = 13.2 Mille Lacs = 9.2

Dakota = 4.7 Washington = 5.2 Wright = 5.7 Stearns = 6.3 Hennepin 7.7 Crow Wing 7.9



2025 Chisago County Truth in Taxation



2025 Budget for Debt Service

Fund	Type of Bonds	Expenditures	Non-Levy Revenues	Levy
832	Road Bonds	\$ 2,327,653	\$	2,327,653
833	2006 HHS Building Bonds	\$ 301,809	\$	301,809
834	Library Bonds	\$ -	\$	-
836	Jail Bonds	\$ 1,286,762	\$ 628,925	\$ 657,837
840	Business Park Bonds	\$ 241,290	\$ 200,000	\$ 41,290
850	800 Mghz Project Bonds	\$ 581,947	\$	581,947
Total		\$ 4,739,461	\$ 828,925	\$ 3,910,536

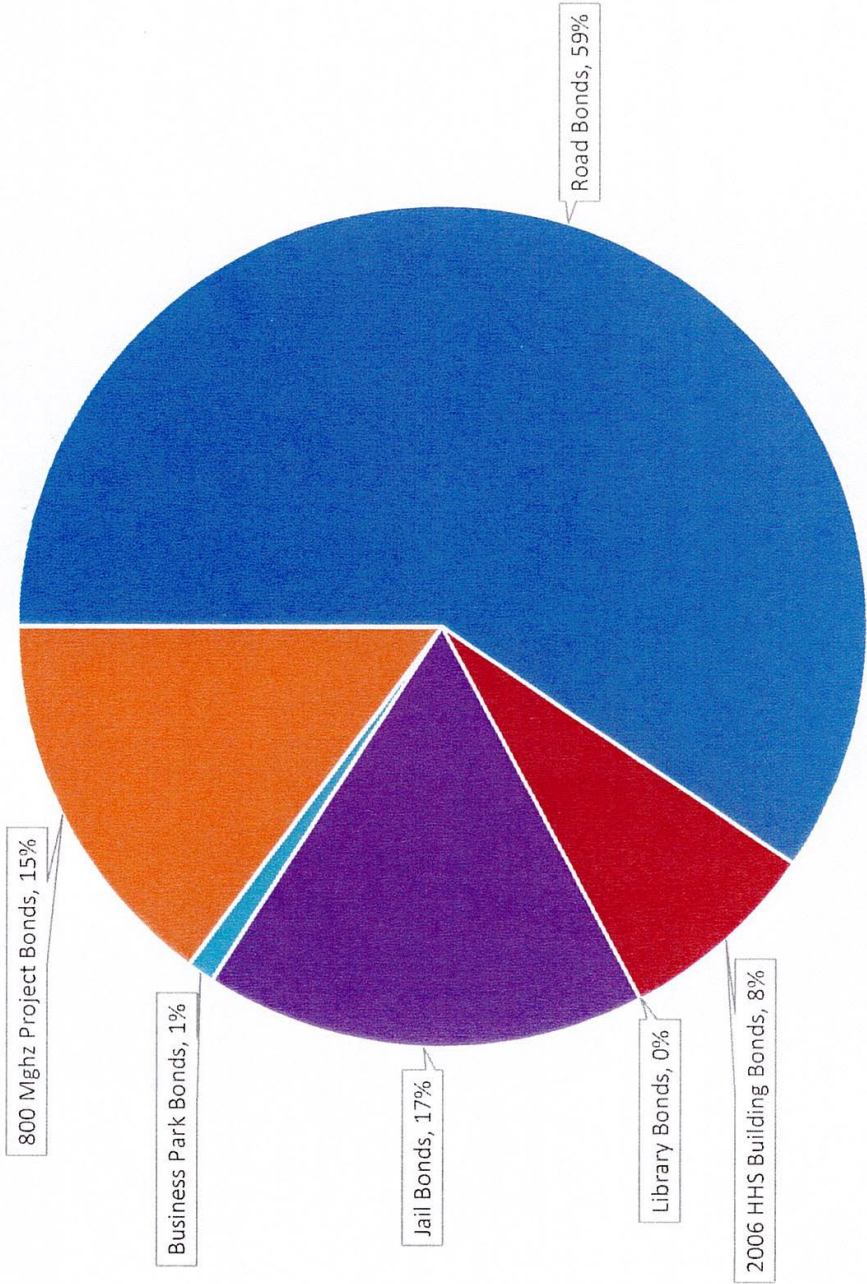
**Note - Jail Bonds - \$628,925 from CPA used annually (2018-2025) to reduce levy.

***2026 Debt Levy \$4,255,277

Debt Service Expenditures

2025 Debt Service Levy

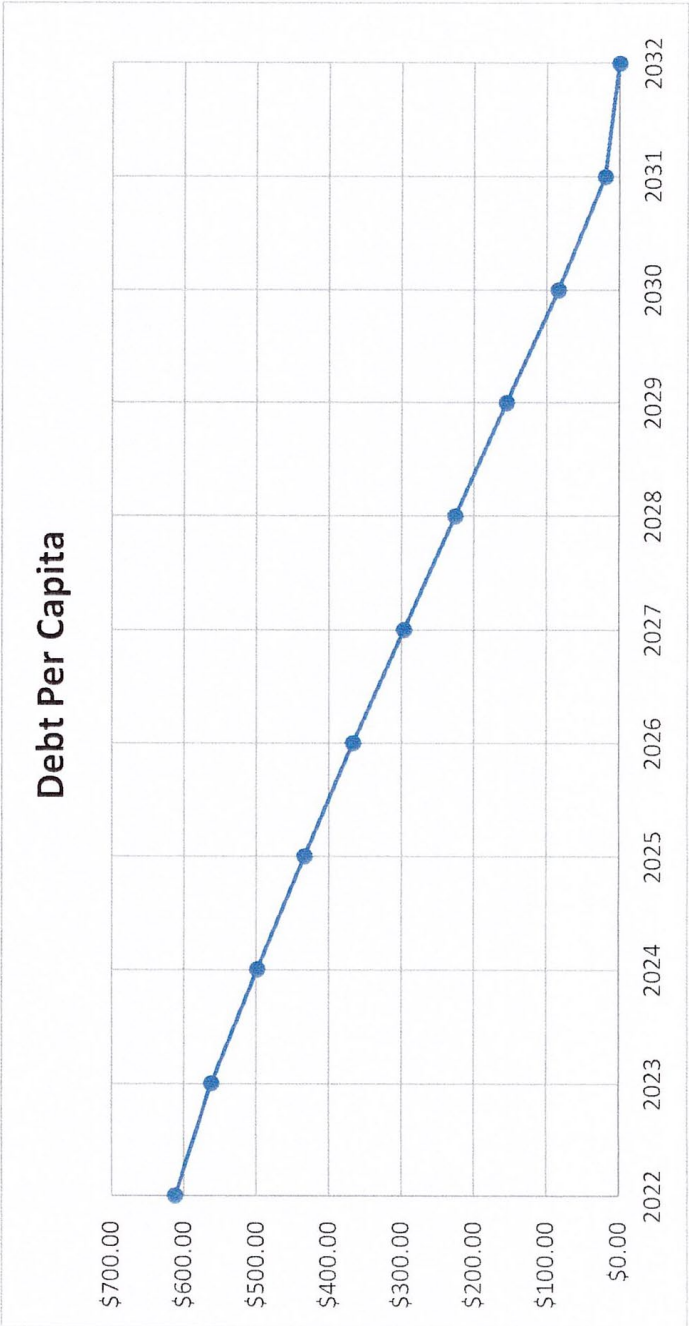
Total Levy \$3,910,536



What does this bond debt do to the taxpayer?

Debt Per Capital

Year	Debt Principal Ourstanding	Estimated Population	Debt Per Capita
2022	36,140,000	59,055	\$611.97
2023	32,890,000	58,536	\$561.88
2024	29,480,000	59,121	\$498.64
2025	25,905,000	59,713	\$433.83
2026	22,150,000	60,310	\$367.27
2027	18,100,000	60,913	\$297.15
2028	13,925,000	61,522	\$226.34
2029	9,650,000	62,137	\$155.30
2030	5,275,000	62,759	\$84.05
2031	1,220,000	63,386	\$19.25
2032	-	64,020	\$0.00



* Average Population increase 1% per year (based on average growth 2017-2021)

How long are we in debt?

Outstanding Debt by Bond and Purpose

Bond Issue	Original Issue Amount	If Refunding Bond, year of original bond.	Project Funded	Maturity	Principal Outstanding as of 12/31/2024
2015A – General Obligation Refunding Bond	\$ 9,630,000	2010	Armer System	2031	\$ 7,335,000
2016A – General Obligation Jail Bonds	\$ 9,695,000		Jail Construcion	2032	\$ 7,800,000
2017A – General Obligation Jail Bonds	\$ 9,680,000		Jail Construcion	2031	\$ 7,995,000
2022A – General Obligation Bonds	\$ 11,025,000	2010 & 2012 which	Roads, Library,	2026	\$ 6,350,000
		refunded 2004, Business Park & HHS	through		
		2006 & 2010 Bonds	Building	2032	
Total					\$ 29,480,000

How long are we in debt?

Future Levy Requirements

Chisago County Board of Commissioners
December 4th 2024

Issue/Category	2025 Levy	2026 Levy	2027 Levy	2028 Levy	2029 Levy	2030 Levy	2031 Levy
2015A GO Refunding Bond – Armer (original bond 2010)	\$ 581,947	\$ 1,512,378	\$ 1,520,253	\$ 1,521,618	\$ 1,515,413	\$ 1,530,323	\$ -
2016A GO Bond – Jail	\$ 514,500	\$ 1,384,110	\$ 1,390,935	\$ 1,391,880	\$ 1,397,550	\$ 1,402,590	\$ 1,071,000
2017A GO Bond – Jail	\$ 772,262	\$ 1,749,786	\$ 1,749,773	\$ 1,734,180	\$ 1,717,643	\$ 1,232,910	\$ -
2022A GO Refunding Bond							
Roads (original bond 2006– refunded in 2012)	\$ 1,710,253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HHS Building (original bond 2006– refunded in 2012)	\$ 301,809	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Library (original bond 2004– refunded in 2012)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Business Park (original bond 2010– refunded in 2012) **NOTE: HRA/EDA annual \$200,000 contribution ends in 2026	\$ 241,290	\$ 237,878	\$ 244,703	\$ 240,240	\$ 240,765	\$ 240,765	\$ 240,240
Roads (original bond 2010)	\$ 617,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Required Levy	\$ 4,739,461	\$ 4,884,152	\$ 4,905,664	\$ 4,887,918	\$ 4,871,371	\$ 4,406,588	\$ 1,311,240
Less use of other Funds	\$ 828,925	\$ 628,925	\$ 628,925	\$ 628,925	\$ 628,925	\$ 628,925	\$ 628,925
Total Levy	\$ 3,910,536	\$ 4,255,227	\$ 4,276,739	\$ 4,258,993	\$ 4,242,446	\$ 3,777,663	\$ 682,315

Public Comment

What Can I Do About My Tax Bill?

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

Board Motion

**“move to approve by Board Resolution the Chisago County
2025 Final Levy and Annual Budget, as presented tonight
[or as modified]:**

2025 County Levy of \$49,953,801
an increase of 5.72% from 2024

2025 County Budget of \$91,005,029

2025 LID Levy of \$393,770 and LID Budget of \$393,770
an increase of 7.78% from 2024

2025 FINAL SUMMARY BUDGET & LEVY CALCULATION

By Department

	2024	2025		2024	2025	
	Expenditures	Expenditures	Inc/Dec	Revenues	Revenues	Inc/Dec
Assessor	1,066,078	1,153,945	87,867	-	-	-
Auditor-Treasurer	851,278	1,002,207	150,929	49,200	50,000	800
Audit	110,000	90,000	(20,000)	-	-	-
Elections	153,886	119,000	(34,886)	23,000	23,000	-
Other Gen Govt	1,287,695	1,436,924	149,229	2,145,010	2,449,760	304,750
Non-Co Income/Expense	-	-	-	-	-	-
E911	162,000	279,000	117,000	162,000	279,000	117,000
Self Insurance	-	-	-	-	-	-
Economic Development	47,000	38,500	(8,500)	-	-	-
Debt - Road	2,108,019	1,962,350	(145,669)	-	-	-
Debt HHS Building	260,781	242,775	(18,006)	-	-	-
Debt Library	474,075	440,750	(33,325)	-	-	-
Debt Jail	1,057,731	1,282,839	225,108	628,925	628,925	-
Debt Business Park	244,440	228,800	(15,640)	200,000	200,000	-
Debt 800 Mghz (Armer)	628,684	581,947	(46,737)	-	-	-
Property Tax - All Funds	-	-	-	410,000	595,000	185,000
AUDITOR-TREASURER TOTAL	7,385,589	7,705,092	319,503	3,618,135	4,225,685	607,550
Board of Commissioners	438,132	541,494	103,362	-	-	-
Law Library	40,514	40,514	-	50,000	50,000	-
County Administrator	1,111,389	1,195,000	83,611	7,500	7,500	-
Central Services	110,750	78,600	(32,150)	3,100	3,100	-
Contingency	100,000	100,000	-	12,500	12,500	-
Historical Society	40,000	40,000	-	-	-	-
Library	778,495	837,927	59,432	-	-	-
Agricultural Society	16,000	16,000	-	-	-	-
County Extension	141,200	179,761	38,561	-	-	-
Soil & Water	200,000	212,000	12,000	-	-	-
Building Fund - Gen Gov	83,602	86,267	2,665	83,602	-	(83,602)
Maintenance	1,669,531	1,475,574	(193,957)	-	-	-
Capital Equipment	3,293,353	3,323,687	30,334	3,293,353	3,323,687	30,334
Employee Recognition	-	-	-	-	-	-
COUNTY ADMINISTRATION TOTAL	8,022,966	8,126,824	103,858	3,450,055	3,396,787	(53,268)
County Attorney	2,925,090	2,982,337	57,247	122,300	122,300	-
County Attorney Forfeiture	-	-	-	-	-	-
COUNTY ATTORNEY TOTAL	2,925,090	2,982,337	57,247	122,300	122,300	-
ENTERPRISE SERVICES TOTAL	6,336,409	6,872,508	536,099	320,947	395,869	74,922
District Court	212,500	212,500	-	76,000	76,000	-
Planning & Zoning	1,409,145	1,370,998	(38,147)	987,643	1,172,573	184,930
Parks	602,220	649,171	46,951	30,000	30,000	-
Water Quality	199,193	219,995	20,802	32,743	26,849	(5,894)
Wetland Grant	118,352	125,170	6,818	27,700	37,815	10,115
Watercraft Inspection	315,323	245,350	(69,973)	172,000	171,855	(145)
Park Acquisition & Improvement	-	-	-	-	-	-
ENVIRONMENTAL SVC TOTAL	2,644,233	2,610,684	(33,549)	1,250,086	1,439,092	189,006
Veterans Services	257,362	265,582	8,220	15,500	15,500	-
Income Maintenance	3,976,761	4,179,095	202,334	2,266,961	2,389,773	122,812
Social Services	11,142,824	11,815,209	672,385	4,772,734	4,636,556	(136,178)
Public Health	2,220,650	2,384,251	163,601	1,267,744	1,525,277	257,533
HEALTH & HUMAN SERVICES TOTAL	17,597,597	18,644,137	1,046,540	8,322,939	8,567,106	244,167
Probation	1,354,499	1,502,248	147,749	956,530	963,530	7,000
Electronic Monitoring	18,000	18,000	-	18,000	18,000	-
Caseload Reduction Grant	-	-	-	-	-	-
PROBATION TOTAL	1,372,499	1,520,248	147,749	974,530	981,530	7,000
Recorder	364,427	392,467	28,040	250,000	250,000	-
Recorder Tech/Compliance	1,500	25,700	24,200	210,000	189,000	(21,000)
RECORDER TOTAL	365,927	418,167	52,240	460,000	439,000	(21,000)
Surveyor	173,492	183,113	9,621	10,500	10,500	-
Highway Administration	424,343	467,128	42,785	15,000	15,000	-
Highway Engineering	4,026,043	5,378,802	1,352,759	2,250,000	3,300,000	1,050,000
Highway Construction	12,940,000	12,800,000	(140,000)	11,440,000	10,150,000	(1,290,000)
Highway Maintenance	4,994,615	4,973,934	(20,681)	3,492,000	4,361,000	869,000
Equipment Maintenance/Shop	1,419,535	1,458,234	38,699	230,000	240,000	10,000
Traffic Operations	646,575	670,327	23,752	-	-	-
ROAD & BRIDGE TOTAL	24,624,603	25,931,538	1,306,935	17,437,500	18,076,500	639,000
Sheriff	8,227,777	8,819,225	591,448	2,130,895	2,270,039	139,144
Sheriff Forfeitures	-	-	-	-	-	-
Sheriff's Reserve	-	-	-	-	-	-
Gun Permits	-	-	-	-	-	-
PS Grants TZD	95,500	250,000	154,500	95,500	250,000	154,500
PS Grants Boat & Water	52,000	37,500	(14,500)	52,000	37,500	(14,500)
PS Grants Snowmobile	7,000	7,050	50	7,000	7,050	50
PS Grants ATV	7,000	6,570	(430)	7,000	6,570	(430)
PS Grants Miscellaneous	-	-	-	-	-	-
Coroner	153,159	153,159	-	-	-	-
County Jail	5,066,683	5,317,438	250,755	92,000	114,200	22,200
Jail Canteen	-	-	-	-	-	-
Sentence to Serve	78,986	78,986	-	-	-	-
Emergency Management	151,427	157,121	5,694	58,000	46,000	(12,000)
TOTAL SHERIFF	13,839,532	14,827,049	987,517	2,442,395	2,731,359	288,964
TOTAL	\$ 86,393,023	\$ 91,005,029	\$ 4,612,006	\$ 38,474,887	\$ 40,451,228	\$ 1,976,341

SOLID WASTE FUND

2024			2025			2024			2025		
Expenditures			Expenditures			Revenues			Revenues		
			Inc/Dec						Inc/Dec		
Score Grant			332,967			341,656			8,689		
Household Hazardous Waste Operati			630,176			446,465			(183,711)		
TOTAL			\$ 963,143			\$ 788,121			\$ (175,022)		

LEVY CALCULATION - REVENUE FUND				
	<u>2024 Levy</u>	<u>2025 Levy</u>		
Fund Balance for CR 6		600,000		
<i>Use of fund balance & Other Funds</i>	\$ 905,000	\$ 600,000		
<i>Levy</i>	\$ 47,250,638	\$ 49,953,801	\$ 2,703,163	5.72%

Chisago County Request For Board Action

Meeting Date: December 4, 2024	Item Number: 10
Title of Item for Consideration: Setting the Ditch Levies for 2025	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: The Ditch Levies were set in 2024 with an increase from 2023.	
Background: In order to issue tax statements for 2025 in a timely manner, the County Auditor-Treasurer requests that the 2025 ditch levies be set at this time. For 2025, the County Auditor-Treasurer has included 10% maintenance levy increase. With the County becoming more proactive in dealing with ditch matters, the amount of money needed for expenses incurred on the ditches is going to increase and these costs can only be paid by those properties benefitting from the ditch system. Therefore, additional funds will be needed in the near future.	
Attachment(s): • County Auditor-Treasurer Memo – Recommended Ditch Levy Amounts	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board establish the ditch levy amounts at an increase the levy amounts by 10% at this time, in order to be able to issue tax statements on time for 2025. The following motion is suggested: “Move to set the 2025 Ditch Levies at a 10% increase over 2024 as shown in the December 4, 2024 County Auditor-Treasurer Memo.”	
Implications of Action: If the motion is made, the County Board will have established the ditch levy amounts for the year. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	

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

Memo

To: Chisago County Board of Commissioners
From: Bridgitte Konrad, Auditor-Treasurer
Date: December 4, 2024
Regarding: 2025 Ditch Levies

In order to issue tax statements for 2025 in a timely manner I am requesting the 2025 ditch levies be set at this time. The balances below do not reflect any costs incurred by the Highway Department (if any) and are subject to change. The balances are as of November 21, 2024. My recommendations for levies for 2025 are as follows:

Ditch #	Current Balance	2024 Levy	Recommended Levy for 2025 (10% Increase)
Unallocated	2,534.56		
1	6,637.11	572.00	630.00
2	6,608.64	1,431.00	1,575.00
3	8,444.69	2,862.00	3,148.00
4	7,980.87	1,431.00	1,575.00
5	2,000.00	None	None
6	9,858.06	1,431.00	1,575.00
7	35,272.81	5,723.00	6,295.00
8	5,630.77	1,431.00	1,575.00
9	22,953.98	5,723.00	6,295.00
10	26,811.55	2,862.00	3,148.00
11	712.00	None	None
12	0.00	None	None
14	9,954.15	2,862.00	3,148.00
Jud. #1	0.00	Abandoned	Abandoned
Jud. #2	0.00	None	None
Total	\$145,399.19	\$26,328.00	\$28,964.00

Chisago County Request for Board Action

Meeting Date: December 4, 2024	Item Number: 11																																		
Title of Item for Consideration: LENS E-Petition Integration Invoice																																			
Action Requested by: Chase Burnham, County Administrator	Department: County Administration																																		
Previous Action on this Matter: None.																																			
Background: In 2022, the BCA began a pilot with an ePetition system and each County was required to enter all of the pertinent delinquent and petition information into the ePetition site. Chisago County worked with Stearns, Crow Wing and Washington Counties to have Tibex develop an integration tool to integrate LENS, the offices worked cooperatively to share the development portion of the project. This project did not have state or grant funding. <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th></th> <th style="background-color: #d9e1f2;">Development Cost</th> <th style="background-color: #f4cccc;">Implementation cost for 4 Counties</th> <th style="background-color: #d9ead3;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">E-Charging Adapter</td> <td>27,000</td> <td>12,960</td> <td>39,960</td> </tr> <tr> <td style="text-align: left;">Statute Schema Upgrade from V3 o V7</td> <td>5,400</td> <td>2,160</td> <td>7,560</td> </tr> <tr> <td style="text-align: left;">Total</td> <td style="background-color: #d9e1f2;">32,400</td> <td style="background-color: #f4cccc;">15,120</td> <td style="background-color: #d9ead3;">\$47,520</td> </tr> </tbody> </table> Cost Sharing: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th></th> <th>Approximate # of users</th> <th>User Count Development Ratio & Fixed Implementation</th> </tr> </thead> <tbody> <tr> <td>Chisago</td> <td>25</td> <td>\$8,280</td> </tr> <tr> <td>Crow Wing</td> <td>25</td> <td>\$8,280</td> </tr> <tr> <td>Stearns</td> <td>65</td> <td>\$15,480</td> </tr> <tr> <td>Washington</td> <td>65</td> <td>\$15,480</td> </tr> <tr> <td>Total</td> <td>180</td> <td>\$47,520</td> </tr> </tbody> </table> The invoice from Tibex for \$8,200 is for the LENS to ePetition integration project for the County Attorney's office that began in 2022. Attachment(s): Invoice – Tibex Technology Inc.			Development Cost	Implementation cost for 4 Counties	Total	E-Charging Adapter	27,000	12,960	39,960	Statute Schema Upgrade from V3 o V7	5,400	2,160	7,560	Total	32,400	15,120	\$47,520		Approximate # of users	User Count Development Ratio & Fixed Implementation	Chisago	25	\$8,280	Crow Wing	25	\$8,280	Stearns	65	\$15,480	Washington	65	\$15,480	Total	180	\$47,520
	Development Cost	Implementation cost for 4 Counties	Total																																
E-Charging Adapter	27,000	12,960	39,960																																
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Crow Wing	25	\$8,280																																	
Stearns	65	\$15,480																																	
Washington	65	\$15,480																																	
Total	180	\$47,520																																	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve payment of the Tibex invoice for the ePetition integration project from 2022 using _____. The suggested motion is as follows:

“Move to approve payment of the Tibex invoice for the ePetition integration project from 2022 using _____.”

Implications of Action: Approval of this invoice will complete the ePetition integration project that began in 2022.

Budget/Financial Implications: \$8,200. There is currently \$229,330 available in Contingency, or fund balance.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay __

Abstain _____



2401 Rhode Island Ave N
St Louis Park, MN 55426
(612)799-0908

Invoice No.

562

INVOICE

Customer

Name Chisago County
Address 313 North Main Street
City Center City State MN ZIP 55012
Phone _____

Date 11/4/2024
Order No. _____
Rep _____
FOB _____

	Description	Unit Price	TOTAL
1	LENS E-Petition Integration	\$8,200.00	\$8,200.00
SubTotal			\$8,200.00
TOTAL			\$8,200.00

Office Use Only

Chisago County Request For Board Action

Meeting Date: December 4, 2024	Item Number: 12
Title of Item for Consideration: Lake Improvement District – Weir Replacement Loan	
Action Requested by: Ben Elfelt, Administrator	Department: Lake Improvement District
Previous Action on this Matter: None.	
Background: At the November 13, 2024 Budget and Finance meeting, the LID requested \$300,000 in County Program Aid for additional Weir replacement/structures. Instead of using CPA dollars, the B/F Committee advised the LID to enter into a loan agreement with the County for that project. The LID does not have sufficient funds to replace the current weirs, so the LID is requesting \$300,000 in a 7-year 2.5% interest loan from the County. The LID will make annual payments to the County. The LID has sought other sources of funding for this project (ARPA, successfully) and was unsuccessful in obtaining county program aid. Bonding was also explored, however that was cost prohibitive for something this size. Attachment(s): • DRAFT Demand Promissory Note • Loan Amortization Schedule	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a \$300,000 7-year 2.5% interest loan, through the execution of a promissory note, to the Lake Improvement District for replacement of weirs in the LID. The suggested motion is as follows: <i>“Move to approve a \$300,000 7-year 2.5% interest loan, through the execution of a promissory note, to the Lake Improvement District for replacement of weirs in the LID.”</i>	

Implications of Action: The County providing money via loan to the Lake Improvement District, allows the LID to immediately repair the weirs, while spreading tax impact across many years instead of one year.

Budget/Financial Implications: A loan of \$300,000 from County Fund Balance to the LID.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

DEMAND PROMISSORY NOTE

\$300,000.00

Center City, Minnesota

Dated: _____

WHEREAS, the CHISAGO LAKES LAKE IMPROVEMENT DISTRICT (CLLID), a duly established Lake Improvement District established pursuant to the statutes of State of Minnesota, §§ 103B.501 *et seq*, and under the authority of the Chisago County Board of Commissioners, seeks funding for a Weir replacement project, an authorized project within the authority of the CLLID;

WHEREAS, options for addressing this financial need have been reviewed and funding through other sources have been sought, specifically including successfully utilizing American Recovery Plan Act (ARPA) funds, possible bonding which was not found to be a viable funding option, and county program aid which was not determined to be an appropriate option;

WHEREAS, the CHISAGO COUNTY BOARD OF COMMISSIONERS agrees to loan to the CLLID a sum of Three hundred thousand and no/100 Dollars (\$300,000.00) (the “principal”) from existing fund balances for which Chisago County will not levy, tax, charge or otherwise secure additional financing to secure funds loaned to CLLID;

WHEREAS, the CLLID agrees and commits to levy and secure the requisite revenue annually to meet and satisfy the obligation to be paid by the CLLID to Chisago County following the payment schedule consistent with the Loan Amortization Schedule (which is attached and incorporated herein);

NOW THEREFORE, BE IT AGREED, FOR VALUE RECEIVED, the undersigned lawful representative of the CHISAGO LAKES LAKE IMPROVEMENT DISTRICT (CLLID), (hereinafter also referred to as the "Maker"), in exchange for a Loan in the sum, promises to pay to the

order of CHISAGO COUNTY, a political subdivision under that State of Minnesota (Holder), located at 313 North Main Street, Center City, Minnesota, or such other place as shall be designated by Holder the sum of Three hundred thousand and no/100 Dollars (\$300,000.00) (the “principal”), together with the interest thereon at the rate of 2.5% per annum in accordance with this Promissory Note (“Note”) for the purpose of CLLID Wier Replacement.

The principal balance and all accrued interest are fully due and payable by the CLLID, per the payment schedule, with the final payment on or before the Maturity date (as defined below), unless required sooner under the terms hereof.

NOW, THEREFORE, BE IT AGREED:

1. **Definitions.** The following terms have the following meanings wherever they are used in this Promissory Note:
 - (a) "Loan" means all amounts advanced hereunder plus all interest, charges and fees due to Holder hereunder.
 - (b) "Maturity Date" means June 1, 2033.
2. **Principal plus Interest Payments.** Maker agrees to pay installments toward the principal plus interest on or before the first of every month consistent with the Loan Amortization Schedule attached hereto and incorporated herein by reference.
3. **Payment of Principal.** Maker agrees to pay any unpaid Principal, plus any accrued but unpaid interest thereon, on the earlier of (a) Ninety (90) days after receipt of a written demand for payment thereof by Holder; or (b) Seven (7) years from the date of the Loan/issuance of Promissory Note, plus 180 days.
4. **Prepayment.** This Promissory Note may be prepaid in full or in part at any time without premium or penalty.
5. **Defaults.** (a) If Maker fails to pay any sum to Holder as and when the same becomes due, or breaches any provision contained herein which default is not cured within sixty (60) days of Maker’s receipt of written notice thereof from Holder, then Holder shall have, besides any and all other rights, remedies, and recourse available to Holder, the right and option to declare the unpaid principal balance and accrued interest on this Promissory Note immediately due and payable, and to foreclose all liens and security interests securing the payment of the same and to invoke all rights, remedies, and recourse relating thereto.

(b) The remedies of Holder may be pursued singly, successively, or together, at the sole discretion of Holder, and may be exercised as often as occasion arises. No act of omission or commission of Holder, including any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or releases to be effective only as set forth in a written document executed by Holder and then only to the extent specifically recited.

(c) A waiver or release for one event or occurrence by the Holder shall not be construed as continuing as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to any subsequent event or occurrence.

- 6. **Waivers.** Maker waives presentment for payment, protest, notice of nonpayment, and notice of dishonor.

- 7. **Governing Law, Jurisdiction, and Venue.** This Promissory Note shall be governed by, interpreted, and enforced under the laws of Minnesota, without giving effect to its conflict of laws provisions. Any litigation between the Parties shall be conducted exclusively in Chisago County, Minnesota. Each Party consents to the jurisdiction and venue of the courts described above.

ACKNOWLEDGMENT OF RECEIPT AND INTENT TO BE BOUND.

Dated: _____

MAKER:
Chisago Lakes Lake Improvement District:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

HOLDER:
County of Chisago:

By: _____

Its: Chair of Board of Commissioners

By: _____

Its: Clerk to the Board

Reviewed as to form by:

A handwritten signature in blue ink, appearing to read "Janet Rait".

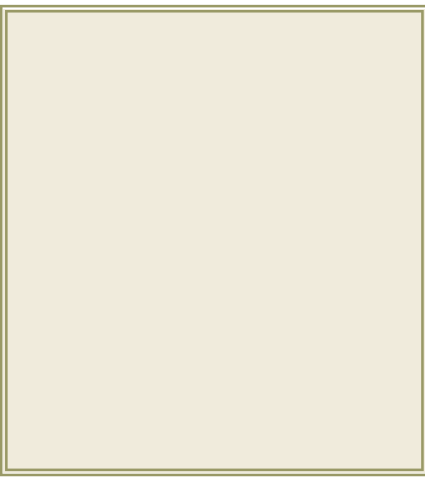
Chisago County Attorney

Chisago County Request for Board Action

Meeting Date: December 4, 2024	Item Number: 13
Title of Item for Consideration: Out of State Travel Request – PRIA Conference, San Antonio TX	
Action Requested by: Karen Long, County Recorder	Department: County Recorder
Previous Action on this Matter: None.	
Background: PRIA is the Property Records Industry Association. Their 2025 Annual meeting is March 3–7th in San Antonio, Texas. PRIA exists to develop and promote national standards and best practices for the land records industry. Attachment(s): Out of State Travel Request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel for Karen Long, County Recorder to attend the PRIA Winter Symposium in San Antonio Texas, 3-4-2025 through 3-7-2025. The following motion is suggested: <i>“move to approve the out of state travel for Karen Long, County Recorder to attend the PRIA Winter Symposium in San Antonio Texas, 3-4-2025 through 3-7-2025.”</i>	
Implications of Action: By attending this event Karen Long, County Recorder will assist national leaders in developing standard for the land records industry and meet with vendors of the products Chisago County uses (Tyler, US Imaging). Budget/Financial Implications: \$1,610.15. Costs will be paid from Recorder’s Technology Fund. Legal/Policy Implications: All county policies, as well as State or Federal laws will be adhered to.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	

Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _ _ _ _ _	Nay _ _ _ _ _	Abstain _ _ _ _ _

Chisago County Out-of-State Travel Request

Date Submitted	11/26/2024	
Employee Name	Karen Long	
Department	Recorder	
Destination	San Antonio, TX	
Purpose of Travel	PRIA Conference	
Departure Date	Tues, Mar 4, 2025	
Return Date	Friday, Mar 7, 2025	
Total Travel Expenses	\$1,610.15	
Supervisor Name (PRINT)	Chase Burnham	
Supervisor's Signature		
County Board Signature		Date Approved
		Date Approved

EXPENSES TO BE PAID OUT OF THE TECHNOLOGY FUND

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Flights range from \$368 to almost \$600			\$500.00
Ground Transportation			1	
Conference/Registration Fees			1	\$450.00
Lodging	3 nights at the Hampton Inn, right next to conference		1	\$660.15
Meals			1	\$0.00
Mileage			1	\$0.00
Grand Total				\$1,610.15

Chisago County Request For Board Action

Meeting Date: December 4, 2024	Item Number. 14
Title of Item for Consideration: Authorization to Convey County's Interest in Isanti-Chisago Landfill Commission – Cambridge Transfer Station Property to East Central Solid Waste Commission	
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 (ICLC) Joint Powers Agreement on June 7, 1990. Isanti and Chisago Counties recently took action to reconstitute the ICLC, and to appoint two members each to the ICLC. On 11/16/24 the Chisago County Board appointed Solid Waste Administrator Thibodeau and Commissioner Greene as their designated members of the ICLC. The newly appointed members from each ICLC county have assembled on 11/20/24 to establish a formal meeting for 1:30pm December 11, 2024, at the Isanti County Courthouse.	
Background: The ICLC was basically replaced by the East Central Solid Waste Commission (ECSWC), also formed through a Joint-Powers Agreement (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 and consisted of a municipal solid waste landfill in Mora, and two transfer stations (one in Hinckley and the other in Cambridge - <i>at the old ICLC landfill site</i>). Records indicate that the ICLC historically leased a parcel of land to the ECSWC for \$20,000 to place a garbage transfer station at what is now commonly referred to as the Cambridge Transfer Station. This ECSWC operated Cambridge Transfer Station is the main facility that all Chisago County waste travels through, on its way up to the landfill in Mora. The ECSWC recently bought land adjacent to the Transfer Station but when looking at remodeling / expanding the site, found that the original ICLC leased land was never transferred into the ECSWC's possession. This land ownership discrepancy has caused an issue with the MPCA re-	

permitting of the ECSWC Cambridge Transfer Station, as the landowner must sign the permit, and the ECSWC is not the landowner.

As such, the ECSWC asked Isanti and Chisago Counties to reconstitute the ICLC with the request of the ECSWC to transfer the Cambridge Transfer Station host property, from the ICLC to the ECSWC. ECSWC has also requested that the county boards of Chisago and Isanti counties authorize conveyance of any interest that each of them may hold in the Cambridge Transfer Station host property and counsel for the ECSWC has drafted and forwarded a proposed quit-claim deed which accompanies the authorizing resolution. The ECSWC has requested the transfer take place with nominal consideration as allowed pursuant to Minnesota Statute section 465.035.

The upcoming December 11, 2024, ICLC agenda will include consideration of the transfer of the 59-acre subject parcel of land hosting the Cambridge Transfer Station to the ECSWC. The Isanti County property records Parcel Report for the subject Parcel Number 05.001.0500 is attached for reference. Per the ICLC Joint Powers Agreement of 1990, the ICLC has the authority to sell and or convey real property as deemed conducive to the interests of the ICLC and the citizens of the two counties.

The County Attorney's Office recommends that the County Board authorize the conveyance by quit-claim deed and with nominal consideration. Authorization of the conveyance is necessary for the ICLC to winddown all of its affairs and allow for a full dissolution of ICLC. Once the ICLC Boards has authorized the conveyance of the legal interest of ICLC in the Cambridge Transfer Station property to ECSWC, the ICLC Board will have the formal dissolution of the ICLC as its sole and final business to take up. The county boards of Chisago County and Isanti County will be taking up dissolution resolutions after the transfer of the Cambridge Transfer station to ECSWC has been completed.

Attached to this RBA is a proposed Resolution to Convey Interest in the Cambridge Transfer Station Property. The proposed resolution is drafted with a provision that allows for Chisago County's execution of the quit-claim deed only after the ICLC Board and the Isanti County Board approve respective resolutions to authorize conveyance of their respective legal interest.

Attachment(s):

- Isanti County Parcel Report #05.001.0500.

- Map of Parcel #05.001.0500
- Isanti-Chisago Landfill Commission Quit-Claim-Deed for Parcel #05.001.0500
- Resolution to Convey Interest in ICLC parcel #05.001.0500 to the ECSWC
- ICLC Joint Powers Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt the attached Resolution, which gives Approval to the ICLC to convey the County's interest in the ICLC parcel #05.001.0500, to the ECSWC, if the ICLC Joint Powers Board is so inclined at their 12/11/24 meeting; and along with that Approval, the Chisago County Board of Commissioners will sign the Quit-Claim Deed transferring the property. The suggested motion is as follows:

"Move to Adopt the Resolution No. _____, authorizing transfer of the County's legal interest in the parcel #05.001.0500 to the East Central Solid Waste Commission by Quit-Claim Deed

Implications of Action: Approval to convey the 59 acre parcel that the ECSWC – Cambridge Garbage Transfer Station sits upon, from ownership of the ICLC to the ECSWC, will allow the East Central Solid Waste Commission, of which Chisago County is a member, to move forward in receiving it's MPCA Transfer Station re-permit, and also allow the ECSWC to move forward on an awarded MPCA Grant to improve and expand operations at the Transfer Station, all 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 transfer will not cost Chisago County any monies.

Legal/Policy Implications: The County Attorney's Office has reviewed this request and has been instrumental in guiding ICLC business.

Administrator's Recommendation

Approve _____

Deny _____

Other CEB

Motion By:

Seconded by:

To:

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



Parcel Report

Parcel Number: 05.001.0500

Summary

Property Address: 4914 HIGHWAY 95 NE
CAMBRIDGE, MN 55008

Sec/Twp/Rng: 01/035/023

Brief Tax Description: E/2 OF NE/4 FCT LESS W 700' OF S 1389'

Area: 59.04 Acres

Use Code: 5E-Exempt Properties

Tax Authority Group: ISANTI TWP/911

Neighborhood: 5.07 - COMM 05

Ownership

Primary Owner	Alternate Taxpayer	Fee Owner
ISANTI/CHISAGO LANDFILL COMM 555 18TH AVE SW CAMBRIDGE MN 55008		

Valuation

	2022 Values	2021 Values	2020 Values	2019 Values
EMV Improvement	\$299,300	\$277,200		\$234,300
EMV Land	\$203,200	\$177,100		\$177,100
EMV Machine	\$0	\$0		\$0
EMV (Estimated Market Value) Total	\$502,500	\$454,300		\$411,400
Green Acres Value	\$0	\$0		\$0

Taxation

	2024 Payable	2023 Payable	2022 Payable	2021 Payable	2020 Payable	2019 Payable
Estimated Market Value		\$502,500	\$454,300		\$411,400	\$411,400
Taxable Market Value		\$0	\$0		\$0	\$0



Parcel Report

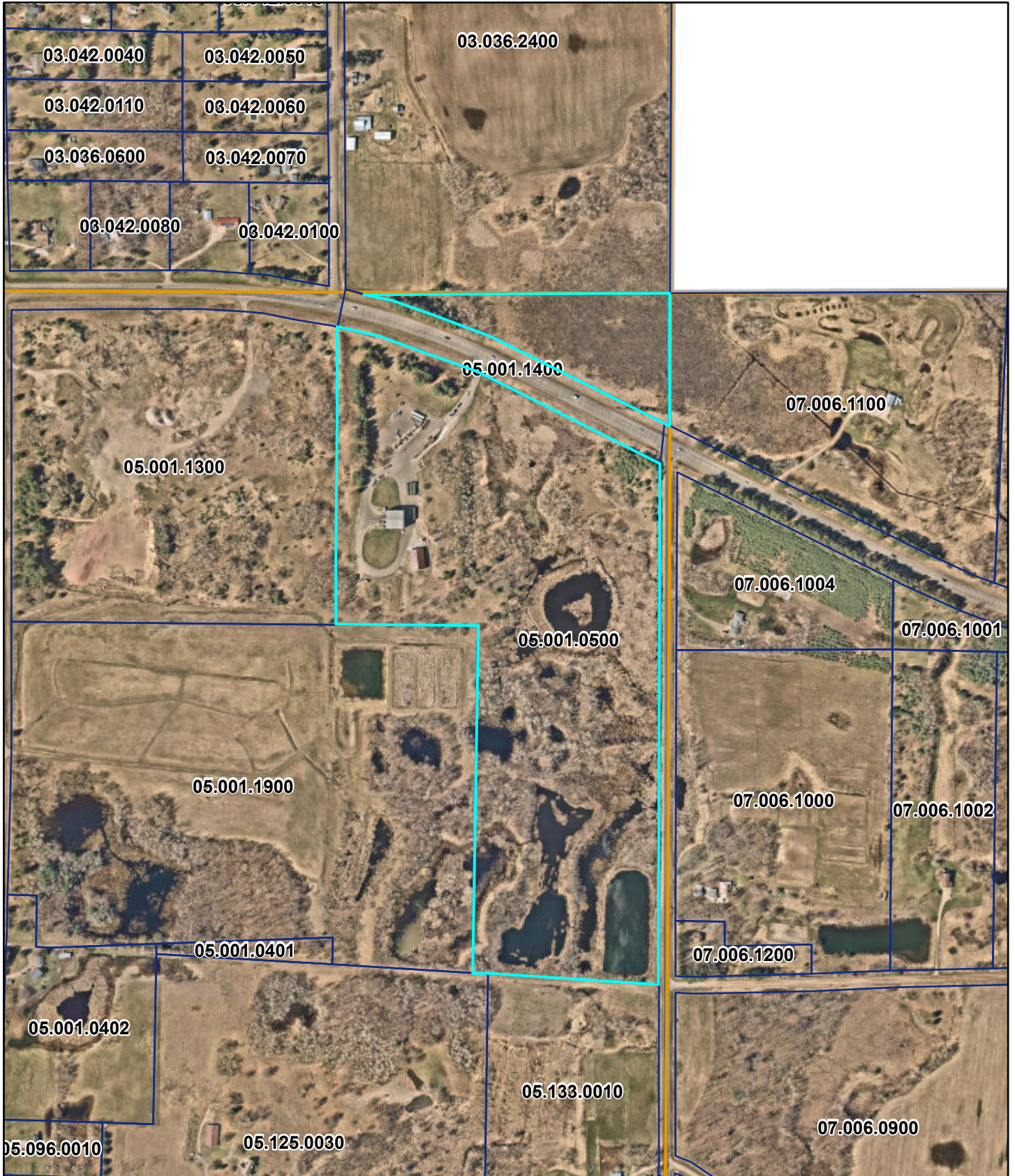
Parcel Number: 05.001.0500

Net Tax Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Total Taxes Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Amount Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Outstanding Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Taxes Paid

Tax Year	Receipt	Payment Date	Tax Amount	Special Assessment	Penalty	Interest	Fees	Total Payment
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Isanti County Parcel Map



11/18/2024, 12:45:25 PM



Tax Parcels



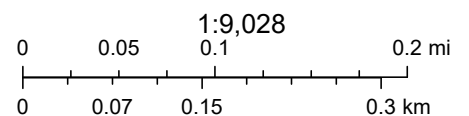
PLSS Sections



Geopolitical Areas - City / Township / Unorganized Territory



Geopolitical Areas - County



Isanti County GIS

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: **N/A**

DEED TAX DUE: **\$1.65**

DATE: _____

FOR VALUABLE CONSIDERATION, **County of Isanti, a political subdivision under the laws of Minnesota, County of Chisago, a political subdivision under the laws of Minnesota, and Isanti Chisago Landfill Commission, a joint powers entity pursuant to M.S. 471.59 ("Grantor")**, hereby conveys and quitclaims to **East Central Solid Waste Commission, a joint powers entity created under Minn. Stat. § 471.59 by the counties of Mille Lacs, Pine, Kanabec, Chisago and Isanti ("Grantee")**, real property in **Isanti County, Minnesota**, legally described as follows:

See Exhibit A attached hereto.

Total consideration for this transfer of real property is \$3,000.00 or less.

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

together with all hereditaments and appurtenances belonging thereto.

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: [...].)
- ☐ 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.

Grantor

County of Isanti

By: _____

Alan Duff

Its: **Chair of the County Board**

By: _____

Amanda Usher

Its: **County Administrator**

State of Minnesota, County of **Isanti**

This instrument was acknowledged before me on _____, by **Allan Duff** as **Chair of the County Board** and by **Amanda Usher** as **County Administrator** of the **County of Isanti**, a political subdivision under the laws of Minnesota.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

Grantor

County of Chisago

By: _____

Marlys Dunne

Its: **Chair of the County Board**

By: _____

Chase Burnham

Its: **County Administrator**

State of Minnesota, County of **Chisago**

This instrument was acknowledged before me on _____, by **Marlys Dunne** as **Chair of the County Board** and by **Chase Burnham** as **County Administrator** of the **County of Chisago**, a political subdivision under the laws of Minnesota.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

Grantor

Isanti Chisago Landfill Commission, a joint powers entity pursuant to M.S. 471.59

By: _____

Its: **Chair**

By: _____

Its: **Clerk**

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by _____ as
Chair and by _____ as **Clerk of Isanti Chisago Landfill Commission, a joint powers entity pursuant to
M.S. 471.59.**

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Grant W. Lindberg, #347644
Lindberg Law Office, P.A.
100 Buchanan St. N., Suite 2
Cambridge, MN 55008

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
East Central Solid Waste Commission
1756 180th Avenue
P.O. Box 29
Mora, MN 55051

EXHIBIT A

The East Half of the Northeast Quarter ($E \frac{1}{2}$ of $NE \frac{1}{4}$) of Section One (1), Township Thirty-five (35), Range Twenty-three (23), Isanti County, Minnesota, EXCEPTING THEREFROM that part of the Northeast Quarter of the Northeast Quarter ($NE \frac{1}{4}$ of $NE \frac{1}{4}$) and also that part of the Southeast Quarter of the Northeast Quarter ($SE \frac{1}{4}$ of $NE \frac{1}{4}$), all in Section One (1), Township Thirty-five (35), Range Twenty-three (23), described as follows: Beginning at the northwest corner of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$; thence northerly along the west line of said $NE \frac{1}{4}$ of $NE \frac{1}{4}$ a distance of 72.05 feet; thence easterly, parallel with the south line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$, a distance of 700.00 feet; thence southerly, parallel with the west line of said $NE \frac{1}{4}$ of $NE \frac{1}{4}$ and the west line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$, a distance of 1389.67 feet, more or less, to the south line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$; thence westerly along said south line a distance of 700.00 feet, more or less, to the southwest corner of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$; thence northerly along the west line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$ to said point of beginning.

**STATE OF MINNESOTA
COUNTY OF CHISAGO
COUNTY BOARD OF COMMISSIONERS**

Commissioner _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. _____

**Resolution to Authorize Conveyance of County's Legal Interest in
Isanti Chisago Landfill Commission's Cambridge Transfer Station Property
to
East Central Solid Waste Commission**

WHEREAS, Chisago County is a partner county of the East Central Solid Waste Commission (ECSWC), the joint powers commission responsible for providing the integrated solid waste disposal system that serves the Chisago, Isanti, Pine, Kanabec and Milaca counties; and

WHEREAS, prior to the formation of the ECSWC, Chisago County partnered with Isanti County to form the Isanti Chisago Landfill Commission (ICLC) to provide solid waste disposal system with a transfer station in Cambridge, Minnesota; and

WHEREAS, the ICLC leased the Cambridge Transfer Station property to the ECSWC sometime before the ICLC discontinued operations and the ECSWC has maintained operations at the Cambridge Transfer Station property despite the property remaining in ICLC ownership; and

WHEREAS, ECSWC recently bought land adjacent to the Cambridge Transfer Station and its plan to expand operations and remodel the Cambridge Transfer Station requires ECSWC to acquire title to the Cambridge Transfer Station to the comply with MPCA permitting; and

WHEREAS, the ECSWC has requested the ICLC convey title of the Cambridge Transfer Station property to ECSWC for nominal consideration as allowed pursuant to Minnesota Statutes section 465.035 and ECSWC has requested the counties of Chisago and Isanti to convey any interest that they may have in the property by quit-claim deed to ensure clear title.

WHEREAS, it is in the interest of Chisago County that the County Board of Commissioners adopt a resolution to transfer any interest that the County might have in the property by to ECSWC by quit-claim deed, and doing so will allow for the complete dissolution of ICLC.

BE IT RESOLVED that, pursuant to Minnesota Statutes section 465.035, the County Board of Commissioners of Chisago County authorizes the transfer of any interest that Chisago County may have in the property commonly known as the Cambridge Transfer Station, having a physical street address of 4914 Highway 95 NE, Cambridge, Minnesota, and having the legal description contained in Exhibit A, to the East Central Solid Waste Commission, by quit-claim deed and for nominal consideration.

BE IT FURTHER RESOLVED that said authorization is conditioned upon authorizations also being made by the ICLC Board and the County Board of Commissioners of Isanti County to

convey the respective interests of the ICLC and Isanti County in said property to interests of Isanti County to East Central Solid Waste Commission.

The motion for the adoption of the foregoing Resolution was duly seconded by Commissioner _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said Resolution was declared duly passed and adopted this ____ day of _____, 2024.

CHISAGO COUNTY

By: _____
Marlys Dunne, Chairperson

ATTEST:

Christina Vollrath, Clerk of the Board

EXHIBIT A
Resolution to Authorize Conveyance of Legal Interest in
Isanti Chisago Landfill Commission's Cambridge Transfer Station Property
to
East Central Solid Waste Commission

Legal Description of Cambridge Transfer Station Property, 4914 Highway 95 NE, Cambridge, Minnesota

The East Half of the Northeast Quarter ($E \frac{1}{2}$ of $NE \frac{1}{4}$) of Section One (1), Township Thirty-five (35), Range Twenty-three (23), Isanti County, Minnesota, EXCEPTING THEREFROM that part of the Northeast Quarter of the Northeast Quarter ($NE \frac{1}{4}$ of $NE \frac{1}{4}$) and also that part of the Southeast Quarter of the Northeast Quarter ($SE \frac{1}{4}$ of $NE \frac{1}{4}$), all in Section One (1), Township Thirty-five (35), Range Twenty-three (23), described as follows: Beginning at the northwest corner of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$; thence northerly along the west line of said $NE \frac{1}{4}$ of $NE \frac{1}{4}$ a distance of 72.05 feet; thence easterly, parallel with the south line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$, a distance of 700.00 feet; thence southerly, parallel with the west line of said $NE \frac{1}{4}$ of $NE \frac{1}{4}$ and the west line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$, a distance of 1389.67 feet, more or less, to the south line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$; thence westerly along said south line a distance of 700.00 feet, more or less, to the southwest corner of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$; thence northerly along the west line of said $SE \frac{1}{4}$ of $NE \frac{1}{4}$ to said point of beginning.

Isanti County Parcel #05.001.0500

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

Chisago County Request For Board Action

Meeting Date: December 4, 2025	Item Number: 15
Title of Item for Consideration: Lake Association 2025 Aquatic Invasive Species Treatment and Education Grant Agreements	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On September 7, 2022, Environmental Services Department staff submitted an ARPA Funding Requests memo outlining Water Resources projects, purchases and programs recommended for ARPA funding. On November 16, 2022, the Chisago County Board of Commissioners approved several of the ARPA fundings requests submitted by the Environmental Services Department, including \$250,000 for developing a Water Resource Match grant program for lake associations within Chisago County. On April 5, 2023, the Chisago County Board of Commissioners approved the Aquatic Invasive Species (AIS) Treatment and Education Grant application, program criteria, and grant agreement for lake associations for 2023 – 2024. On May 17, 2023, the County Board approved grant applications and agreements submitted by the seven (7) lake associations. In 2023, the county awarded a total of \$64,780.62 in grant funds, of which \$5,219.38 was left unspent and combined and rolled into the 2024 grant program. On February 7, 2024, the Chisago County Board of Commissioners approved the 2024 – 2025 AIS and Education Grant Application, including: • Reallocating the initial request of \$40,000 in ARPA Water Resources Grant funding for reducing internal loading of phosphorus in lakes countywide to the AIS Treatment and Education grants, and • Combining the 2024 and 2025 Base and Littoral Area Grants to use in 2024 as lake associations may request or to use in 2025. On March 20, 2024, the County Board approved grant applications and agreements submitted by six (6) lake associations located within the county. In 2024, the county awarded a total of \$93,471.03 in grant funds, of which \$531.08 was left unspent and has been rolled into the 2025 grant program.	

Background: The final ARPA funded grant funds available for the 2025 AIS Treatment and Education Grant is \$91,724.85. The grant amounts allocated to each lake association with a 501(c)(3) status within Chisago County, and the list of eligible grant activities, are shown in the grant application attached. If a lake association didn't spend its awarded funds in 2024, those unspent funds have been rolled into 2025 for a larger grant activity 2025. Pioneer Lake Homeowners Association and Comfort Lake Association are not applying for the 2025 award and their previously designated funds have been consolidated and redistributed to the other lake associations. In addition, Green Lake Association originally requested to combine the 2024/2024 award to use in 2024. However, they did not receive the required DNR permit to treat in 2024 and they now request to combine the 24/25 award to use in 2025.

The grant application period for the 2025 AIS and Education Grants for lake associations opened on October 11, 2024, and applications were due on November 8, 2024. On November 18, 2024, the Chisago County Water Plan Policy Team reviewed grant applications and funding requests submitted by five (5) lake associations and recommended allocating the grant award amounts as shown in red in Table 1 below. There are \$91,724.85 in total requests for 2024-25 and awarding these requests will place all remaining ARPA funds designated for this program under grant agreement.

Table 1: 2025 AIS Treatment and Education Grant Requests Received

Lake Association	2024 \$6,615 Base Grant (Not Spent)	2025 - \$1,323 Base Grant (or \$7,938 Base Grant if Base not spent in '24)	Littoral (Acres)	% of Total	2024 Grant Based on Littoral Acres (Not Spent)	2025 Grant Based on Littoral Acres (Not Spent)	2025 Grant Based on Littoral Acres (2025 grant amount with rollover of unspent funds)	2025 Grant Award Agreement TOTALS
Comfort Lakes Comfort and Little Comfort	*Received 24 funds in 2024	*Received no funds for 2025	106	1.73%	*Received 24 funds in 2024	*Received no funds for 2025	*Received no funds for 2025	\$0.00
Goose Lake North & South Goose, Mandall & Rabour	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024 \$1,323	430	7.04%	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024	\$1,295.51	\$2,618.51
Green Lakes Green, Little Green Ellen	\$6,615	\$7,938	1,343	22%	\$10,187.10	\$10,187.10	\$3,519.15	\$38,446.35

Center Lakes North & South Center Lakes	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024 \$1,323	1,169	19.14%	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024	\$3,094.04	\$4,417.04
Chisago Lindstrom Lakes Chisago, N and S Lindstrom, Kroon	*Received 24/25 funds in 2024	\$7,938	1,087	17.80%	*Received 24/25 funds in 2024	\$8,242.29	\$2,894.86	\$19,075.15
Pioneer Lake Homeowners Pioneer	*Received no funds in 2024	*Received no funds for 2025	77	1.26%	*Received no funds in 2024	*Received no funds for 2025	*Received no funds for 2025	\$0.00
Rush Lakes Improvement East & West Rush	*Received 24 funds in 2024	\$7,938	1,895	31.03%	*Received 24 funds in 2024	\$14,368.44	\$4,861.36	\$27,167.80
Total Combined Grant Agreement Award:								\$91,724.85

Lake associations will receive grant reimbursement after providing an Activities Report (described in the grant application attached) showing the work completed for projects and programs requested in their grant application. The Activities Report is due by December 1, 2025. With the adoption of the attached grant agreements, all ARPA affiliated Water Resources Funding for this program is being encumbered in accordance with the December 31, 2024 deadline & will be spent by December 31, 2025.

Attachment(s):

ARPA Treatment Grant Agreements and Requests submitted by the following lake associations:

- Center Lakes Association
- Chisago-Lindstrom Lakes Association
- Goose Lake Association
- Green Lake Association
- Rush Lake Improvement Association

Action Requested/Recommended: The County Board is respectfully requested to approve the 2025 Aquatic Invasive Species Treatment and Education Grant applications and agreements as identified in Table 1: 2025 AIS Treatment and Education Grant Requests Received. The following motion is suggested:

“Move to approve the 2025 Aquatic Invasive Species Treatment and Education Grant Applications and Grant Agreements and award the ARPA funded Aquatic Invasive Species Treatment and Education Grants to each of the Lake Associations identified in Table 1: 2025 AIS Treatment and Education Grant Requests Received, subject to County Attorney review as to form.”

Implications of Action: Recommended Board action authorizes Chisago County to reimburse qualified lake associations as requested pursuant to grant agreement terms and conditions.

Budget/Financial Implications: The 2024 – 2025 Aquatic Invasive Species Treatment and Education Grants will be implemented using ARPA funding. There are no direct county levy budget implications at this time. Continuation of this program beyond 2025 will require alternative funding.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Execution of the Grant Agreements shall be subject to County Attorney review as to form.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



2025 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANTS for LAKE ASSOCIATIONS

APPLICATIONS DUE: 4:30 p.m. on November 8, 2024

BACKGROUND

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$250,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to Chisago County Water Resources programming serving lake associations within Chisago County.

Chisago County issued a grant application to distribute the American Rescue Plan Act (ARPA) Water Resources Grant Funding of approximately \$70,000 for 2023. In 2023, the county awarded a total of \$64,780.62 in grant funds to lake associations, of which \$5,219.38 will be rolled over for the 2024 grant award. In 2024, the county awarded a total of \$93,471.03 in grant funds, of which \$531.08 and \$801.08 will be rolled over for the 2025 grant award.***

The grant award amounts for 2025 is **\$91,724.85**. Projects must comply with state statutes requiring that funds are to be used “solely to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the County.”

The following amounts are allocated to each lake association with a 501(c)(3) status within Chisago County, based on a base grant amount and percentage of littoral acres on lakes within each lake association, and upon receipt of a qualified and approved application. If a lake association does not use all of their base and littoral grant funding in 2024, the leftover funds will be combined, rolled into 2025 and divided equally with the other lake associations for a possible larger grant activity in 2025. All ARPA Water Resources Grant Funding must be encumbered by December 31, 2024 & spent by December 31, 2025.

Each lake association listed in Table 1 above may apply to the 2025 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANT using this application. The County will provide the funds to each lake association in the form of a reimbursement grant. On the grant application form, each lake association must explain how the funds will be used for AIS treatment, and/or outreach and education programming. Each lake association will enter into an agreement with the county. The person listed on the application should be the primary contact for the grant, authorized to sign the grant agreement, and be responsible for submitting grant reimbursement requests and the final Activities Report.

Table 1: 2025 Treatment Grant Based on \$13,230 Base and Littoral Area - \$91,724.85 Total Grant Award

Lake Association	2024 \$6,615 Base Grant (Not Spent)	2025 - \$6,615 Base Grant (or \$13,230 Base Grant if Base not spent in '24)	Littoral (Acres)	% of Total	2024 Grant Based on Littoral Acres (Not Spent)	2025 Grant Based on Littoral Acres (Not spent)	2025 Grant Based on Littoral Acres (2025 grant amount with rollover of unspent funds)	2025 TOTALS
Comfort Lakes Comfort and Little Comfort	*Received 24 funds in 2024	*Received no funds for 2025 ~~\$6,615~~	106	1.73%	*Received 24 funds in 2024	*Received no funds for 2025 ~~\$801.08~~	*Received no funds for 2025 ~~\$288.36~~	\$0.00
Goose Lake North & South Goose, Mandall & Rabour	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024 ~~\$1,323~~	430	7.04%	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024	~~\$1,295.51~~	~~\$2,618.51~~
Green Lakes Green, Little Green Ellen	~~\$6,615~~	~~\$6,615 + \$1,323~~ ~~= \$7,938~~	1,343	22%	~~\$10,187.10~~	~~\$10,187.10~~	~~\$3,519.15~~	~~\$38,446.35~~
Center Lakes North & South Center Lakes	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024 ~~\$1,323~~	1,169	19.14%	*Received 24/25 funds in 2024	*Received 24/25 funds in 2024	~~\$3,094.04~~	~~\$4,417.04~~
Chisago Lindstrom Lakes Chisago, North Lindstrom, South Lindstrom, Kroon	*Received 24/25 funds in 2024	~~\$6,615 + \$1,323~~ ~~= \$7,938~~	1,087	17.80%	*Received 24/25 funds in 2024	~~\$8,242.29~~	~~\$2,894.86~~	~~\$19,075.15~~
Pioneer Lake Homeowners Pioneer	*Received no funds in 2024	*Received no funds for 2025 ~~\$6,615~~	77	1.26%	*Received no funds in 2024	*Received no funds for 2025 ~~\$583.44~~	*Received no funds for 2025 ~~\$187.27~~	\$0.00
Rush Lakes Improvement East & West Rush	*Received 24 funds in 2024	~~\$6,615 + \$1,323~~ ~~= \$7,938~~	1,895	31.03%	*Received 24 funds in 2024	~~\$14,368.44~~	~~\$4,861.36~~	~~\$27,167.80~~
Unspent Total	~~\$6,615~~	~~\$26,460~~ ~~-\$33,075~~	6,107	100%	~~\$10,187.10~~	~~\$32,797.83~~ ~~\$34,182.35~~	~~\$15,664.92~~	~~\$91,724.85~~

*Comfort Lakes Association requests to not combine the 24/25 award to use in 2024, but to only use 2024 funds and not to apply for the '25 award to use in 2025. Remaining funds will be rolled over to the 2025 grant awards and redistributed.

**Green Lake Association did not receive the required DNR permit to treat in 2024. They request to combine the 24/25 award to use in 2025.

***Pioneer Lake Homeowners Association did not apply for grant funding in 2024 and to use in 2025. Remaining funds will be rolled over to the 2025 grant awards and redistributed.

EXPIRATION OF ARPA FUNDING

If your lake association is not planning to apply for the 2025 Aquatic Invasive Species Treatment and Education Grant, please call or email Susanna Wilson Witkowski immediately. This will allow funds to be re-allocated to other lake associations or issued to other eligible ARPA programs.

Lake associations must spend all ARPA grant funding by December 31, 2025, and the funding must be encumbered by December 31, 2024. Carryovers or delays to 2026 are not possible, as the ARPA funding will not be available after December 31, 2025, and must be returned.

APPLICANT GUIDELINES

1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due December 1, 2025. The county will provide reimbursement after receiving the Activities Report.
2. The Activities Report, due by December 1, 2025, must include a copy of:
 - a. The 501(c)(3) or Employee Identification Number for your lake association,
 - b. Itemized list of funds spent, including all invoices,
 - c. Minnesota Department of Natural Resources (DNR) Aquatic Plant Management permit,
 - d. Spray log (or equivalent),
 - e. Map of treatment area,
 - f. Plant or carp survey or delineation report,
 - g. Plant or carp survey or delineation invoice,
 - h. All grant contracts indicating other funding received for treatment (from a DNR treatment grant, lake association, watershed district, or lake improvement district, etc.),
 - i. Any other information required under the grant's reporting requirements.
3. Grantee may seek reimbursement costs incurred no earlier than January 1, 2025, and no later than December 1, 2025, that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2025 grant program year.
4. If the report of activities is not received by December 1, 2025, the award may be forfeited by the grantee, unless otherwise arranged and an alternative due date is given.
5. The treatment area for Eurasian watermilfoil, curly-leaf pondweed, invasive phragmites, purple loosestrife, starry stonewort, and zebra mussels must be confirmed via a population or delineation survey.
6. The county will accept population or delineation surveys completed in 2023 and 2024. The survey may be done by the same company conducting treatment.
7. Grant must fund treatment activities of an AIS species already present in the waterbody.
8. The applicant is responsible for carrying out all activities related to their proposal, including (but not limited to): fiscal management, labor, and materials, permitting and reporting requirements, and carrying proper insurance.
9. Funds cannot be used for purchasing or supplying food.
10. All proposals must comply with applicable federal, state, and local laws, rules, and ordinances.
11. All activities for which reimbursement is requested must take place in Chisago County during the 2025 calendar year.
12. Treatment of AIS is the preferred use of the ARPA funding and the majority of grant funding identified in Table 1 should be dedicated to all forms of control, maintenance of equipment, carp related activities, and plant surveys and/or delineations as part of treatment activity. Other eligible grant funding includes AIS education and outreach activities.
13. All grant funds must be encumbered by December 31, 2024, and spent by December 31, 2025.
14. Commitment to use funds: On July 1, 2025, please update Water Resources staff on current use of funds.

APPLICANT ELIGIBILITY

Those eligible to apply for available funds include lake association with a 501(c)(3) status within Chisago County. All proposed activities must take place in Chisago County.

ELIGIBLE ACTIVITIES

- All forms of AIS control, such as chemical treatments, biological treatments, and mechanical harvesting are covered by this grant.
- Maintenance of equipment as part of an AIS treatment activity.
- Plant surveys and delineations as part of an AIS treatment activity.
- Carp population surveys, barriers and or removal activities. Carp population surveys must be submitted to receive reimbursement for carp removal activities.
- AIS education and outreach to help prevent the introduction or limit the spread of AIS, including education materials, supplies, printing and promotions, professional services (including grant writing), program fees (facility fees, hired educators/speakers).

Consideration of additional cost categories is at the discretion of Chisago County.

QUESTIONS

Direct all questions to Susanna Wilson Witkowski at susanna.wilson@chisagocountymn.gov or 651-213-8380.

SUBMISSION

All applications are due by 4:30 p.m., November 8, 2024.

Email applications to: susanna.wilson@chisagocountymn.gov

AWARD CRITERIA

No awards will be allocated until the grant application period has closed. Chisago County will distribute the available funds to all applicants whose applications meet the grant requirements following the allocations identified in Table 1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due December 1, 2025. The county will provide reimbursement after receiving the Activities Report. **If a lake association has not spent its awarded base and littoral grant funds in 2025, those remaining funds will no longer be available for lake associations to use.** All ARPA Water Resources Grant Funding must be encumbered by December 31, 2024 & spent by December 31, 2025.

TIMELINE 2025 Grants

- Grant will open on October 11, 2024
- Applications are due November 8, 2024, *Water Plan Policy Team Review on November 18
- Grant award letters will be sent out December 13, 2024 *County Board Review on December 4

- Reports of activities must be submitted by December 1, 2025, unless otherwise arranged.

Table 2: 2025 Treatment Grant Options

***Please select the one of the following options for the 2025 grant award.**

Options for Spending in 2025: *All ARPA Water Resources Grant Funding must be spent by December 31, 2025.	Select Option for the 2025 Grant Award
1. Apply for the 2025 Base Grant and 2025 Grant Based on Littoral Acres, or	☐
2. Combine the 2024 and 2025 Base Grant and 2024 and 2025 Grant Based on Littoral Acres and apply for the combined 2024/2025 grants.	☐

***Considering the ARPA fund commitment deadlines, given the nature of the funding, we encourage you to combine and apply for all the 2024 and 2025 funding to be spent before December 31, 2024.**

***The program funding is subject to ARPA restrictions and requirements. Any unspent funds may be withdrawn at any time.**

1. APPLICANT INFORMATION

Applicant Name (Organization):			
Contact Person Name and Title:			
Address:			
Phone Number:		Email:	
By submitting this grant application on behalf of the organization listed above, I agree my project lead will fully participate in the assessment and evaluation process, including but not limited to submitting reports and invoices on time, information as requested, and completing and submitting the provided Activities Report. Additionally, the project lead will follow all application guidelines for use of funds if awarded.			
Date:			
Additional Staff/Contracting Agency (Add Additional Lines if Necessary):			
Name:	Position:	Organization:	Contact Information:

2. PROJECT INFORMATION – CONTROL, PLANT SURVEYS and CARP ACTIVITIES

Please list individually list the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (chemical treatments, biological treatments, and mechanical harvesting, plant or carp surveys and delineations, and carp activities). Please use additional sheets if necessary.

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested
Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

3. PROJECT INFORMATION – MAINTENANCE, EDUCATION AND OUTREACH

Please list individually the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (maintenance of equipment and education and outreach activities). Please use additional sheets if necessary.

Waterbody Name:				
Amount Requested:				
Approximate Start Date:				
Maintenance of Equipment	Maintenance Company	Education and Outreach Activities	Additional Education and Outreach Activities	Amount Requested

4. PROJECT DESCRIPTION

Describe your project. Provide a clear articulation of the project goal(s) and scope of work to be undertaken including identification of major tasks to be accomplished. Please use additional sheets if necessary.

Briefly describe your organization's history of AIS and water quality management. How will the proposed project assist your organization in reaching certain AIS or lake management goals? Please use additional sheets if necessary.

List and describe any required permits or approvals to be obtained prior to project implementation.

**Are DNR Aquatic Plant
Management Permits required?**

**Yes (If yes, list DNR Permit
number)**

No

***Note that required DNR permits must be received before project funding can be finalized.**

Besides the project lead, staff, and consultant, please list any community partners, citizen commission members, or others that will be involved in the project and what their role will be. Add additional lines as needed. Please use additional sheets if necessary.

Name	Agency/Position	Role in Project

5. PROJECT COSTS (GRANT REQUEST TOTAL COSTS)

Project Costs (GRANT REQUEST TOTAL COSTS):	
List and describe the objectives that will comprise your project and estimated cost of each objective. Please list the Objective Category and description for each project.	
Objective Categories (Control, Maintenance, Survey/Delineations, Carp Activities, Education/Outreach)	Amount of Treatment Grant Program Request Total
1.	
2.	
3.	
4.	
5.	
Project (Treatment Grant Request) Total Costs:	\$

6. TOTAL PROJECT REVENUES

Project Revenues:			
Include other grant revenue sources, matching dollars, and in-kind contributions for your project, if any.			
Project Sponsors	Cash Contribution	In-Kind Contribution	Total Project Support
1.			
2.			
3.			
4.			
Total: All Project Sponsors			
Treatment Grant Amount Requested			
Grant Totals	\$	\$	\$

I certify that my answers are true and complete to the best of my knowledge.

Name of Authorized Representative (please print) _____

Authorized Representative Signature: _____ Date: _____

Office Use Only

Overall YTD funding request for this lake/lake association (including this application): \$	
Water Plan Policy Team Recommendations:	
Water Plan Policy Team Recommended:	Date:
Chisago County Board of Commissioners Action:	
Chisago County Board of Commissioners Approved:	Date:

CHISAGO COUNTY
2025 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this “Agreement”) is entered into by and between Chisago County, Minnesota, (“County”), and the Center Lakes Association, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program (“Grant Program”) as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$92,610 being allocated to the 2024 grant cycle; and \$92,610 being allocated to the 2025 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of \$4,417.04 for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2025, unless terminated by the COUNTY in writing. Notwithstanding the effective date of this Agreement, Grantee may seek reimbursement of those costs incurred no earlier than January 1, 2025 and no later than December 31, 2025 that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2025 grant program year.

2. GRANT AWARD

The County has awarded Grantee a grant in an amount of ARPA funds not to exceed \$4,417.04 for the purpose of implementing Aquatic Invasive Species Treatment, Education or Outreach

projects as described in the grant application of Grantee. Grantee agrees to utilize funds awarded for such purposes and consistent with ARPA and this Agreement.

3. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witkowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

(Signatures Found on Next Page)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

Signatures:

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

For the County:

By: _____
Marlys Dunne, Chairperson

Dated: _____

Attest:

By: _____
Christina Vollrath, Clerk of the Board

Dated: _____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:  _____
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

Dated: _____

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____

Dated: _____

Printed Name: _____

Title: _____

CHISAGO COUNTY
2025 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this “Agreement”) is entered into by and between Chisago County, Minnesota, (“County”), and the Chisago-Lindstrom Lakes Association, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program (“Grant Program”) as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$92,610 being allocated to the 2024 grant cycle; and \$92,610 being allocated to the 2025 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of \$19,075.15 for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2025, unless terminated by the COUNTY in writing. Notwithstanding the effective date of this Agreement, Grantee may seek reimbursement of those costs incurred no earlier than January 1, 2025 and no later than December 31, 2025 that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2025 grant program year.

2. GRANT AWARD

The County has awarded Grantee a grant in an amount of ARPA funds not to exceed \$19,075.15 for the purpose of implementing Aquatic Invasive Species Treatment, Education or Outreach

projects as described in the grant application of Grantee. Grantee agrees to utilize funds awarded for such purposes and consistent with ARPA and this Agreement.

3. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witkowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

(Signatures Found on Next Page)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

Signatures:

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

For the County:

By: _____
Marlys Dunne, Chairperson

Dated: _____

Attest:

By: _____
Christina Vollrath, Clerk of the Board

Dated: _____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:  _____
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

Dated: _____

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____

Dated: _____

Printed Name: _____

Title: _____

CHISAGO COUNTY
2025 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this “Agreement”) is entered into by and between Chisago County, Minnesota, (“County”), and the Goose Lake Association, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program (“Grant Program”) as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$92,610 being allocated to the 2024 grant cycle; and \$92,610 being allocated to the 2025 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of \$2,618.51 for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2025, unless terminated by the COUNTY in writing. Notwithstanding the effective date of this Agreement, Grantee may seek reimbursement of those costs incurred no earlier than January 1, 2025 and no later than December 31, 2025 that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2025 grant program year.

2. GRANT AWARD

The County has awarded Grantee a grant in an amount of ARPA funds not to exceed \$2,618.51 for the purpose of implementing Aquatic Invasive Species Treatment, Education or Outreach

projects as described in the grant application of Grantee. Grantee agrees to utilize funds awarded for such purposes and consistent with ARPA and this Agreement.

3. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witkowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

(Signatures Found on Next Page)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

Signatures:

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

For the County:

By: _____ Dated: _____
Marlys Dunne, Chairperson

Attest:

By: _____ Dated: _____
Christina Vollrath, Clerk of the Board

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:  _____ Dated: _____
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____ Dated: _____
Printed Name: _____
Title: _____

CHISAGO COUNTY
2025 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this “Agreement”) is entered into by and between Chisago County, Minnesota, (“County”), and the Green Lake Association, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program (“Grant Program”) as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$92,610 being allocated to the 2024 grant cycle; and \$92,610 being allocated to the 2025 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of \$38,446.35 for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2025, unless terminated by the COUNTY in writing. Notwithstanding the effective date of this Agreement, Grantee may seek reimbursement of those costs incurred no earlier than January 1, 2025 and no later than December 31, 2025 that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2025 grant program year.

2. GRANT AWARD

The County has awarded Grantee a grant in an amount of ARPA funds not to exceed \$38,446.35 for the purpose of implementing Aquatic Invasive Species Treatment, Education or Outreach

projects as described in the grant application of Grantee. Grantee agrees to utilize funds awarded for such purposes and consistent with ARPA and this Agreement.

3. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witkowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

(Signatures Found on Next Page)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

Signatures:

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

For the County:

By: _____ Dated: _____
Marlys Dunne, Chairperson

Attest:

By: _____ Dated: _____
Christina Vollrath, Clerk of the Board

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:  _____ Dated: _____
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____ Dated: _____
Printed Name: _____
Title: _____

CHISAGO COUNTY
2025 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this “Agreement”) is entered into by and between Chisago County, Minnesota, (“County”), and the Rush Lake Improvement Association, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program (“Grant Program”) as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$92,610 being allocated to the 2024 grant cycle; and \$92,610 being allocated to the 2025 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of \$27,167.80 for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2025, unless terminated by the COUNTY in writing. Notwithstanding the effective date of this Agreement, Grantee may seek reimbursement of those costs incurred no earlier than January 1, 2025 and no later than December 31, 2025 that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2025 grant program year.

2. GRANT AWARD

The County has awarded Grantee a grant in an amount of ARPA funds not to exceed \$27,167.80 for the purpose of implementing Aquatic Invasive Species Treatment, Education or Outreach

projects as described in the grant application of Grantee. Grantee agrees to utilize funds awarded for such purposes and consistent with ARPA and this Agreement.

3. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witkowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

(Signatures Found on Next Page)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

Signatures:

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

For the County:

By: _____
Marlys Dunne, Chairperson

Dated: _____

Attest:

By: _____
Christina Vollrath, Clerk of the Board

Dated: _____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:  _____
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

Dated: _____

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____

Dated: _____

Printed Name: _____

Title: _____

Chisago County Request For Board Action

Meeting Date: December 4, 2024	Item Number. 16
Title of Item for Consideration: Fjellansbole Acres Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Preliminary Plat of Fjellansbole Acres was approved by the County Board on October 16, 2024.	
Background: Property owners Alan Johnson & Marilyn Johnson and applicant Chris DuBose are requesting Final Plat approval of Fjellansbole Acres. The subject 67+ acre property is proposed to be divided as one 7.2-acre lot. The property is located at 11293 335th Street in Chisago Lake Township, (PID # 02.00601.00). Staff has reviewed the Final Plat as presented and finds it to be consistent with that of the approved Preliminary Plat. The County Attorney's office has reviewed development related title evidence and finds it to be satisfactory. A resolution of the Board of Commissioners consistent with approval of the Final Plat is presented for Board consideration. Attachments: • Draft Resolution of Approval • Final Plat (Full signature copy provided at meeting)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Fjellansbole Acres Final Plat: <i>“Move to Approve Resolution No. 24/1204-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Fjellansbole Acres generally located at 11293 335th Street in Chisago Lake Township, (PID # 02.00601.00)”</i>	
Implications of Action – Recommended Board action grants approval of the Fjellansbole Acres Final Plat as presented. Budget/Financial Implications: None.	

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1204- _____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF FJELLANSBOLE ACRES

WHEREAS, property owners Alan Johnson & Marilyn Johnson and applicant Chris DuBose submitted a request for the Final Plat of Fjellansbole Acres on November 25, 2024; 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, the Preliminary Plat of Fjellansbole Acres was recommended for approval by the Planning Commission on October 3, 2024 and approved by the Board of Commissioners on October 16, 2024; and

WHEREAS, the Final Plat submitted on November 25, 2024 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the applicant has provided the County title evidence in the form of a title policy dated October 9, 2024. The County Attorney's Office has reviewed said title policy and the County Attorney's Office has rendered an opinion that the title policy submitted satisfactorily demonstrates, as required by Section 3.07 of the Subdivision Ordinance, that fee title to the property subject to the application for Final Plat is in the name of Alan Johnson and Marilyn Johnson, as joint tenants, on whose behalf the application for Final Plat has been made.

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

1. The Final Plat of Fjellansbole Acres is approved as submitted on November 25, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: December 4, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: December 4, 2024	Item Number: 17
Title of Item for Consideration: Winberg Addition Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Preliminary Plat of Winberg Addition was approved by the Chisago County Board on September 18, 2024.	
Background: Joseph Winberg, LLC is requesting Final Plat approval of Winberg Addition. The subject 80-acre combined property is proposed to be divided as two 5 acre lots. The property is located at 11290 Wilcox Rd., Sunrise Township, (PID # 09.00189.00 & 09.00078.00). Staff has reviewed the Final Plat as presented and finds it to be consistent with that of the approved Preliminary Plat. The County Attorney's office has reviewed development related title evidence and finds it to be satisfactory. A resolution of the Board of Commissioners consistent with approval of the Final Plat is presented for Board consideration. Attachments: • Draft Resolution of Approval • Final Plat (Full signature copy provided at meeting)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Winberg Addition Final Plat: <i>"Move to Approve Resolution No. 24/1204-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Winberg Addition generally located at 11290 Wilcox Rd., Sunrise Township, (PID # 09.00189.00 & 09.00078.00)"</i>	
Implications of Action – Recommended Board action grants approval of the Winberg Addition Final Plat as presented.	

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/1204- _____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE FINAL PLAT OF WINBERG ADDITION

WHEREAS, property owner Joseph Winberg submitted a request for the Final Plat of Winberg Addition on November 22, 2024; and

WHEREAS, the property owner wishes to create two 5-acre lots from the combined 80± acre subject site; and

WHEREAS, the subject site includes two separate parcels, with one located at 11290 Wilcox Road and the other generally located north and northwest of 11290 Wilcox Road in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PIDs 09.00189.00 and 09.00078.00

The North half of the Northeast Quarter of the Northeast Quarter and the North half of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

EXCEPT Parcel 11A described as follows: That part of Parcel 11A Chisago County Highway Right-Of-Way Plat No. 32, Lying northerly of the south line of the North Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 35, Range 20, Chisago County, Minnesota.

AND

The South 2 rods of the Southeast Quarter of the Southeast Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

AND

The Southeast Quarter of the Southwest Quarter of Section 7, Township 35, Range 20, Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Winberg Addition was recommended for approval by the Planning Commission on September 5, 2024 and approved by the Board of Commissioners on September 18, 2024; and

WHEREAS, the Final Plat submitted on November 22, 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 title evidence in the form of a title policy and has provided a legal opinion that the title evidence in said title policy satisfactorily demonstrates that fee simple title to the subject property is in the name of the applicant / subdivider.

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

1. The Final Plat of Winberg Addition is approved as submitted on November 22, 2024. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Following completion of the Final Plat process, the property owner shall submit complete applications for Lot Reconfiguration and Tie Together in order to split the westerly 569.5'± of the easternmost portion of PID 09.00078.00 (that portion which has frontage on Lowden Avenue) and combine it with the 29±-acre remainder / exception area of PID 09.00189.00.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

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

Approved: December 4, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: December 4, 2024	Item Number: 18*****
Title of Item for Consideration: Chisago Lakes Lake Improvement (LID) District, Channel Maintenance – Beaver Obstruction Removal	
Action Requested by: Kurt Schneider Director	Department: Environmental Services/Zoning - on behalf of the LID
Previous Action on this Matter: None.	
Background: The Chisago Lakes Lake Improvement District is responsible for maintaining the channel and weir system and conducts routine inspections of the system. During the November 2024, inspection of the system, two areas of immediate concern were discovered. The outlet of Swamp Lake, and the channel between Chisago Lake and Wallmark Lake were both partially obstructed. Both of these waterways are crucial parts of the channel system and must remain functional and free from obstructions. Immediately following the discovery of the obstructions, LID staff coordinated with local wildlife resources and the Minnesota DNR to begin trapping and removing beavers from both locations. Simultaneously working to obtain quotes to remove the beaver dam near Lake Pointe Drive (Wallmark Lake) and unclog the culverts that run under 302nd Street, Chisago City (Swamp Lake). On December 2, 2024, the Chisago Lakes Lake Improvement District Board of Directors approved two quotes from Peterson Companies, one for each location, totaling \$12,680.00. The LID maintains a budget of \$40,500 to “Maintain the Ditch and Weir System - 6813” to address these unforeseen maintenance issues. Attachment(s): - Peterson Companies, Inc. – Swamp Lake Culvert Cleaning Quote - Peterson Companies, Inc. – Beaver Dam Removal Quote - Fall Channel and Weir Inspection Report	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving both quotes for channel maintenance, totaling \$12,680.00. The suggested motion to approve this action is as follows: <i>“Move to Approve the Swamp Lake Culvert Cleaning and Beaver Dam Removal quotes from Peterson Companies, Inc., totaling \$12,680.00.”</i>	
Implications of Action: The requested Board action would authorize \$12,680.00 for channel maintenance, resulting in continued functionality of the channel and weir system. Budget/Financial Implications: Use of LID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the LID budget, according to recommendations of the State of Minnesota Office of the State Auditor “Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested.	

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Date | 11-22-2024

To | Chisago Lakes LID Board of Managers

cc | Benjamin Elfelt

From | Greg D. Graske

Regarding | Fall Channel and Outlet Structure Inspection

The fall inspection of the Chisago Lakes Outlet Channels and Structures was conducted on November 6, 2024. EOR Engineer Greg Graske & District Administrator Benjamin Elfelt performed the inspection of the channel system. The following summarizes the inspection, actions performed, and any future actions recommend. Actions in red are recommended for follow up in the near future, actions in orange are actions that require future follow up or monitoring but are not urgent, and actions in green are maintenance items that were completed recently.

Channel from Chisago Lake to Wallmark Lake

The channel from Chisago Lake to Wallmark Lake was inspected. Water levels continue to be low on Chisago Lake and water levels are significantly below the overflow weir in Paradise Park. The overall channel would benefit from some woody debris clean up. Also, the channel section along the trail has been cleared in the past but is again getting overgrown. While this is not currently hindering flow, there has been discussion of a longer-term solution that would remove undesirable woody debris and establish more permanent native vegetation. The fall inspection also identified a new beaver lodge near Lake Pointe Drive.



Photos: Left - Paradise Park Weir, Right – Beaver Lodge

Recommended Action:

- Remove Beaver Lodge near Lake Pointe Drive

Suggested Follow Up:

- Consider clearing fallen trees and debris along ditch system this fall/winter.
- Consider longer term vegetation solution for section of the ditch along the trail.

Minor Maintenance Items Completed:

- Cleared vegetation on top of outlet weir in Paradise Park

Channel from Wallmark Lake to County Road 19

The channel leaving Wallmark Lake was visited. No issues were noted.



Photo: Channel downstream of County Road 19

Recommended Action:

- None

Suggested Follow Up:

- Consider future drone flight to inspect channel closer to lake

Minor Maintenance Items Completed:

- None

Channel from Chisago Lake to Green Lake

There is no flow from Chisago to Green Lake due to low water levels and the Lofton Weir being closed. What appeared to be a small sink hole was noted above the culvert crossing at Chisago Boulevard (County Road 23) during the spring inspection. This could be an indication of joint separation or other issues with the culvert. While the sink hole was still small, observations during the summer and fall inspections indicated that the sink hole may be growing. It is recommended that County public works be notified again so they can assess the situation.



Photo: channel upstream of County Road 23

Recommended Action:

- None

Suggested Follow Up:

- Follow up with County regarding small sink hole above County Road 23 culverts

Minor Maintenance Items Completed:

- None

Outlet Structure from Chisago Lake Outlet Channel into Green Lake (Lofton Weir)

The outlet structure connecting the channel from Chisago Lake to Green Lake was visited. On June 11th of 2020 the weirs were closed per the approved Channel & Weir Operations and Maintenance Plan. The weirs have remained closed since that time due to lower water levels. A structural inspection was performed by Collins Engineering on September 13, 2023. This inspection indicated significant corrosion on the columns supporting the top deck. Design plans have been completed and bids received to repair the structure.



Photos: Outlet Control Structure pictured from Lofton Ave

Recommended Action:

- Plan for future structural repairs

Suggested Follow Up:

- Replace staff gauge attached to Lofton Weir
- Clear vegetation along fence

Minor Maintenance Items Completed:

- None

Outlet Structure and Pipe between Lake Ellen and Swamp Lake (Lake Ellen Weir)

The gate was opened by CLLID staff on March 29th, 2024. The gate was closed for the season per the approved Channel & Weir Operations and Maintenance Plan during fall inspection. Water levels were below the weir overflow and no water was flowing out prior to closure of the gate. A structural inspection was performed by Collins Engineering on September 13, 2023. This inspection indicated significant corrosion on the columns supporting the top deck. Design plans have been completed and bids received to repair the structure.

The path to the weir structure is significantly overgrown and should be cleared.



Photo: Lake Ellen Weir

Recommended Action:

- Plan for future structural repairs

Suggested Follow Up:

- Monitor erosion control device in farm field for needed maintenance
- Monitor sediment build up around weir
- Monitor Beaver activity
- Clear trail down to weir

Minor Maintenance Items Completed:

- None

Swamp Lake Outlet

The Swamp Lake outlet pipes under County Road 80 were visited. For the past couple years there has been issues with blockages at these culverts. During the fall inspection six of the seven culverts were blocked likely due to muskrat or beaver activity. These blockages continue to be removed and the District hired a trapper earlier in the year to address these ongoing blockages caused by animal activity.



Photo: blockage at the upstream end of outlet pipes at Swamp Lake

Recommended Action:

- Clear culvert blockages prior to winter freeze up

Suggested Follow Up:

- Assess results of trapping efforts to address ongoing blockages from animal activity

Minor Maintenance Items Completed:

- None

Ivywood Outlet Structure

The culvert crossing under Ivywood Trail was visited. This site is not generally part of the outlet conveyance due to the outlet channel to Carlos Avery WMA never being fully completed. No issues were noted. The trash rack on the outlet pipe is askew. This would have no effect on flow, but if desired this could be repositioned/repared.



Photo: Channel upstream of Ivywood Control Structure

Recommended Action:

- None

Suggested Follow Up:

- Look into getting trash rack repositioned

Minor Maintenance Items Completed:

- Cleared path down to control structure

Outlet under County Road 19 to Bloomquist Creek

The outlet channel near County Road 19 that flows to Bloomquist creek was visited. Water was flowing and no issues were noted.



Photo: Downstream of County Road 19

Recommended Action:

- None

Suggested Follow Up:

- None

Minor Maintenance Items Completed:

- None

Attachment A

**PETERSON COMPANIES, INC.**8326 WYOMING TRAIL
CHISAGO CITY, MN 55013

651.257.6864

petersoncompanies.net

To:	Chisago County	Contact:			
Address:	31325 Oasis Rd	Phone:	651-213-8700		
	Center City, MN 55012 USA	Fax:	651-213-8772		
Project Name:	Swamp Lake Culvert Cleaning	Bid Number:			
Project Location:	9134 302nd St., Chisago City, MN	Bid Date:	11/27/2024		
Item Description		Estimated Quantity	Unit	Unit Price	Total Price

Clean Culverts:	1.00	LS	\$4,490.00	\$4,490.00
- Utilize backhoe and tire & pole (both) to remove majority of sediment from culverts - Spoils to be smeared around onsite via backhoe				

Total Bid Price: \$4,490.00**Alternate 1: Remove Muck Buildup**

Remove Muck Buildup:	1.00	LS	\$1,580.00	\$1,580.00
Excavate, load and dispose of ~2 loads of muck to help prevent future culvert sediment accumulation				

Notes:

- All proposals exclude subcontractor bonds, bond fees, specialty insurance, workforce goals or business inclusion goals unless so indicated.
- Please feel free to contact me with any questions you may have. We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Peterson Companies, Inc.****Authorized Signature:** _____**Estimator:** Curt Peterson
(651) 257-0311
cpeterson@petersoncompanies.net

Attachment B

**PETERSON COMPANIES, INC.**8326 WYOMING TRAIL
CHISAGO CITY, MN 55013

651.257.6864

petersoncompanies.net

To:	Chisago County	Contact:	
Address:	31325 Oasis Rd Center City, MN 55012 USA	Phone:	651-213-8700
		Fax:	651-213-8772
Project Name:	Beaver Dam Removal	Bid Number:	
Project Location:	29579 Sportsman Drive, Chisago Lake, MN	Bid Date:	11/18/2024

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization:	1.00	LS	\$1,150.00	\$1,150.00
· Mobilize backhoe & Skidsteer to site				
Remove & Dispose of Beaver Dam:	1.00	LS	\$5,460.00	\$5,460.00
· Excavate, load and dispose of beaver dam trees in waterway				
· Excavate, load and dispose of dirt piled up by beavers along edge				
· Saw and remove trees that beavers are currently working on/attempted to use and dispose				
· Install seed and erosion control blanket to disturbed areas				
· DOES NOT INCLUDE ANY SEED MAINTENANCE IN SPRING (None is required)				

Total Bid Price: \$6,610.00**Notes:**

- If a performance and payment bond will be required, please add 1% to the proposal total.
- The above proposal excludes any permits as discussed
- Please feel free to contact me with any questions you may have. We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Peterson Companies, Inc. Authorized Signature: _____ Estimator: Luke Kowarsch (651) 257-0307 lkowarsch@petersoncompanies.net
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Minnesota Inter-County Association

Percent Change in County Levy: Final Pay 2024 -v- Preliminary Pay 2025

	Percent Change from 2024 Final Levy	2025 Percent Change County Rank (1 = Lowest)		Percent Change from 2024 Final Levy	2025 Percent Change County Rank (1 = Lowest)
AITKIN COUNTY	4.00%	20	MARSHALL COUNTY	4.00%	18
ANOKA COUNTY	16.86%	86	MARTIN COUNTY	15.66%	85
BECKER COUNTY	7.50%	60	MEEKER COUNTY	3.50%	11
BELTRAMI COUNTY	7.88%	62	MILLE LACS COUNTY	6.09%	48
BENTON COUNTY	4.98%	29	MORRISON COUNTY	4.72%	25
BIG STONE COUNTY	12.01%	83	MOWER COUNTY	4.99%	30
BLUE EARTH COUNTY	6.00%	46	MURRAY COUNTY	6.75%	51
BROWN COUNTY	8.99%	71	NICOLLET COUNTY	3.96%	14
CARLTON COUNTY	3.00%	8	NOBLES COUNTY	12.00%	81
CARVER COUNTY	8.90%	68	NORMAN COUNTY	6.37%	49
CASS COUNTY	9.98%	78	OLMSTED COUNTY	5.56%	40
CHIPPEWA COUNTY	12.00%	82	OTTER TAIL COUNTY	3.76%	12
CHISAGO COUNTY	5.74%	42	PENNINGTON COUNTY	5.25%	36
CLAY COUNTY	5.77%	43	PINE COUNTY	3.00%	7
CLEARWATER COUNTY	5.00%	31	PIPESTONE COUNTY	7.33%	59
COOK COUNTY	9.81%	75	POLK COUNTY	5.00%	32
COTTONWOOD COUNTY	6.00%	47	POPE COUNTY	4.90%	28
CROW WING COUNTY	3.99%	15	RAMSEY COUNTY	4.74%	26
DAKOTA COUNTY	9.92%	76	RED LAKE COUNTY	11.45%	80
DODGE COUNTY	3.50%	10	REDWOOD COUNTY	8.15%	65
DOUGLAS COUNTY	9.24%	73	RENNVILLE COUNTY	5.02%	35
FARIBAULT COUNTY	9.24%	72	RICE COUNTY	9.96%	77
FILLMORE COUNTY	4.47%	24	ROCK COUNTY	5.50%	39
FREEBORN COUNTY	8.92%	70	ROSEAU COUNTY	7.00%	57
GOODHUE COUNTY	4.43%	23	ST. LOUIS COUNTY	7.23%	58
GRANT COUNTY	4.81%	27	SCOTT COUNTY	6.80%	52
HENNEPIN COUNTY	5.50%	37	SHERBURNE COUNTY	4.00%	16
HOUSTON COUNTY	8.42%	66	SIBLEY COUNTY	4.00%	17
HUBBARD COUNTY	7.00%	56	STEARNS COUNTY	4.14%	21
ISANTI COUNTY	1.99%	2	STEELE COUNTY	3.09%	9
ITASCA COUNTY	2.98%	6	STEVENS COUNTY	2.51%	5
JACKSON COUNTY	7.88%	61	SWIFT COUNTY	4.00%	19
KANABEC COUNTY	6.97%	54	TODD COUNTY	6.58%	50
KANDIYOHI COUNTY	8.59%	67	TRAVERSE COUNTY	9.39%	74
KITTSOON COUNTY	10.52%	79	WABASHA COUNTY	5.00%	34
KOOCHICHING COUNTY	25.18%	87	WADENA COUNTY	7.96%	63
LAC QUI PARLE COUNTY	3.86%	13	WASECA COUNTY	1.50%	1
LAKE COUNTY	2.24%	3	WASHINGTON COUNTY	5.85%	44
LAKE OF THE WOODS COUNTY	5.00%	33	WATONWAN COUNTY	5.50%	38
LE SUEUR COUNTY	6.81%	53	WILKIN COUNTY	14.32%	84
LINCOLN COUNTY	7.00%	55	WINONA COUNTY	8.92%	69
LYON COUNTY	4.20%	22	WRIGHT COUNTY	5.72%	41
MCLEOD COUNTY	2.50%	4	YELLOW MEDICINE COUNTY	5.95%	45
MAHNOMEN COUNTY	8.12%	64	STATEWIDE	6.42%	

Completed 11/26/2024

Minnesota Inter-County Association

County Levy Per Capita - Final Pay 2024 -v- Preliminary Pay 2025

	2025 Prelim Levy Per Capita	2025 Prelim Levy Per Capita Rank	2024 Final Levy Per Capita Rank		2025 Prelim Levy Per Capita	2025 Prelim Levy Per Capita Rank	2024 Final Levy Per Capita Rank
AITKIN COUNTY	\$1,131	65	73	MARSHALL COUNTY	\$970	56	51
ANOKA COUNTY	\$493	2	2	MARTIN COUNTY	\$1,173	69	65
BECKER COUNTY	\$795	32	28	MEEKER COUNTY	\$741	26	27
BELTRAMI COUNTY	\$713	23	18	MILLE LACS COUNTY	\$926	46	50
BENTON COUNTY	\$599	7	8	MORRISON COUNTY	\$672	15	17
BIG STONE COUNTY	\$1,327	79	72	MOWER COUNTY	\$656	12	11
BLUE EARTH COUNTY	\$681	18	16	MURRAY COUNTY	\$1,194	71	74
BROWN COUNTY	\$702	22	14	NICOLLET COUNTY	\$798	34	34
CARLTON COUNTY	\$935	48	54	NOBLES COUNTY	\$881	42	40
CARVER COUNTY	\$674	16	13	NORMAN COUNTY	\$1,264	76	79
CASS COUNTY	\$1,003	61	44	OLMSTED COUNTY	\$805	35	31
CHIPPEWA COUNTY	\$1,315	78	69	OTTER TAIL COUNTY	\$878	41	41
CHISAGO COUNTY	\$860	40	47	PENNINGTON COUNTY	\$949	50	49
CLAY COUNTY	\$678	17	15	PINE COUNTY	\$754	28	33
CLEARWATER COUNTY	\$719	25	26	PIPESTONE COUNTY	\$1,063	62	62
COOK COUNTY	\$2,376	86	87	POLK COUNTY	\$952	53	55
COTTONWOOD COUNTY	\$1,199	73	71	POPE COUNTY	\$974	57	56
CROW WING COUNTY	\$699	21	23	RAMSEY COUNTY	\$715	24	21
DAKOTA COUNTY	\$373	1	1	RED LAKE COUNTY	\$1,073	63	58
DODGE COUNTY	\$851	39	39	REDWOOD COUNTY	\$1,217	75	70
DOUGLAS COUNTY	\$934	47	45	RENVILLE COUNTY	\$1,287	77	76
FARIBAULT COUNTY	\$1,198	72	64	RICE COUNTY	\$585	6	6
FILLMORE COUNTY	\$638	10	10	ROCK COUNTY	\$781	29	30
FREEBORN COUNTY	\$979	59	53	ROSEAU COUNTY	\$695	20	20
GOODHUE COUNTY	\$952	52	57	ST. LOUIS COUNTY	\$899	43	43
GRANT COUNTY	\$1,400	81	82	SCOTT COUNTY	\$570	5	7
HENNEPIN COUNTY	\$806	36	32	SHERBURNE COUNTY	\$614	9	12
HOUSTON COUNTY	\$793	31	29	SIBLEY COUNTY	\$1,159	67	78
HUBBARD COUNTY	\$977	58	52	STEARNS COUNTY	\$602	8	9
ISANTI COUNTY	\$640	11	24	STEELE COUNTY	\$810	37	37
ITASCA COUNTY	\$960	55	59	STEVENS COUNTY	\$950	51	61
JACKSON COUNTY	\$1,434	82	81	SWIFT COUNTY	\$1,353	80	80
KANABEC COUNTY	\$910	44	48	TODD COUNTY	\$744	27	25
KANDIYOHI COUNTY	\$946	49	46	TRAVERSE COUNTY	\$2,426	87	86
KITTSOON COUNTY	\$1,597	84	85	WABASHA COUNTY	\$820	38	36
KOOCHICING COUNTY	\$691	19	5	WADENA COUNTY	\$782	30	38
LAC QUI PARLE COUNTY	\$1,102	64	67	WASECA COUNTY	\$953	54	63
LAKE COUNTY	\$1,171	68	75	WASHINGTON COUNTY	\$501	3	4
LAKE OF THE WOODS COUNTY	\$912	45	42	WATONWAN COUNTY	\$1,157	66	66
LE SUEUR COUNTY	\$994	60	60	WILKIN COUNTY	\$1,808	85	84
LINCOLN COUNTY	\$1,184	70	77	WINONA COUNTY	\$547	4	3
LYON COUNTY	\$664	14	22	WRIGHT COUNTY	\$663	13	19
MCLEOD COUNTY	\$798	33	35	YELLOW MEDICINE COUNTY	\$1,449	83	83
MAHNOMEN COUNTY	\$1,202	74	68	STATEWIDE	\$727		

Completed 11/26/2024

GREAT NEWS for CHISAGO COUNTY

from the Greater Minnesota Parks & Trails Commission!!!!

GMRPTC Update: FY2026 Funding Recommendations

Below is a message from GMRPTC Executive Director Renee Mattson. You can reach her at renee.mattson@gmrptcommission.org.

At the November 27 meeting, Commissioners gathered for a last review of the FY26 funding applications and finalized their recommendations. The application cycle saw 16 eligible applications, and the Commission is pleased to recommend funding for 14 of the applications. These recommendations have been made using the Minnesota Management and Budget forecast numbers from September 2024. The February forecast is the one that will be used by the Governor and lawmakers to craft the FY26/FY27 budget, though we do not expect to see any dramatic changes up or down. Once the final forecast is made, it will determine what amount will be set aside for the Environmental and Archeological Grants as well as the Access Grants.

Fiscal Year 2026 Greater Minnesota Legacy Funding Recommendations

Project	Award	District
Cloquet Pine Valley Recreation Area	\$1,307,783	1
Proctor Hermantown Munger Trails Spur	\$950,000	1
Mesabi Trail	\$400,000	1
Gull Lake Trail	\$2,528,591	2
Frazee Wannigan Regional Park	\$917,177	3
Willmar Robbins Island Regional Park	\$1,304,568	3
Sherburne County Two Inlets at Bdé Heháka – Omashkooz Zaaga'igaans Regional Park	\$526,880	4
Chisago County Swedish Immigrant Trail	\$2,414,549	4
Morrison County Soo Line Trail	\$986,957	4
Great Northern Regional Trail	\$683,240	4
Wright County Stanley Eddy Park Reserve	\$292,850	4
Lyon County Garvin Park	\$517,167	5
Rochester Quarry Hill Park & Nature Center	\$403,206	6
Olmsted County Chester Woods Park	\$185,000	6
TOTAL	\$13,417,968	

www.gmrptcommission.org



Chisago County
Nancy Hoffman, HRA-EDA Executive Director
38871 7th Ave
North Branch, MN 55056

November 13, 2024

Greetings Nancy,

It is with great enthusiasm that we inform you that Chisago County has been selected as the 2024 MAPCED Outstanding Economic Development Award recipient for its “Career Exploration in Manufacturing” project!

This award honors projects that excel in areas such as business retention and expansion, economic development initiatives, business recruitment, redevelopment, and collaborative partnerships. During the selection process, the committee was particularly impressed by Chisago County’s unique, hyper-local approach to economic development, which exemplifies many of these criteria. Your program serves as an inspiring example for colleagues across the state, encouraging creative thinking and effective use of community assets to foster economic growth.

As this year’s award recipient, you and your team are invited to attend the Awards Banquet, held in conjunction with the AMC Annual Conference. The banquet is scheduled for Tuesday, December 20th from 12:15 – 1:45 p.m. at the DoubleTree by Hilton in Bloomington, located at 7800 Normandale Blvd in Minneapolis, MN 55439 in the Grand Ballroom. Please return the enclosed guest attendance form to AMC by November 27th to confirm your attendance.

We also invite you to join us at MAPCED’s final quarterly meeting for 2025, which will be held at the same venue from 10:00 a.m. to 3:00 p.m. on December 20th. We invite you to join us at this meeting after the Awards Banquet so that we can recognize your accomplishments among our members.

Congratulations to all involved in the development and implementation of such a meaningful and impactful project! We look forward to celebrating with you.

Warm Regards,

VINCE ROBINSON
VINCE ROBINSON (Nov 22, 2024 09:38 CST)

Vince Robinson


Elizabeth Danielson (Nov 22, 2024 09:00 CST)

Liz Danielson

Cheryl Kuhn

Cheryl Kuhn

Nicole Fernholz
Nicole Fernholz (Nov 22, 2024 09:30 CST)

Nicole Fernholz

MAPCED Award Committee



Sunday, December 8, 2024

1:00 – 1:30 P.M.

AMC POLICY COORDINATING COMMITTEE

Atrium 7 (Second Floor)

1:30 – 4:30 P.M.

AMC BOARD OF DIRECTORS

Bloomington (Second Floor)

4:00 – 6:00 P.M.

CONFERENCE REGISTRATION OPEN

Grand Ballroom Foyer (Second Floor)

4:30– 5:30 P.M.

AMC OFFICER CANDIDATE SCREENING

Atrium 7 (Second Floor)

5:00 – 6:00 P.M.

AGRICULTURE & RURAL DEVELOPMENT FORUM

Plaza 5 (First Floor)

Open to all conference attendees!



Julie Tesch,
Executive
Director,
Center for Rural
Policy and
Development



David FitzSimmons,
Chief of Staff,
Congressman
Finstad's Office

4:45 – 6:00 P.M.

TRIBAL RELATIONS FORUM

Plaza 6 (First Floor)

Open to all conference attendees!

5:00 – 6:00 P.M.

WORKFORCE, ECONOMIC DEVELOPMENT AND HOUSING SUBCOMMITTEE

Atrium 6 (Second Floor)

Open to all conference attendees!

6:00 – 7:30 P.M.

MINNESOTA RURAL COUNTIES (MRC)

Bloomington (Second Floor)

Monday, December 9, 2024

7:00 A.M. – 5:00 P.M.

CONFERENCE REGISTRATION OPEN

Grand Ballroom Foyer (Second Floor)

7:00 – 8:00 A.M.

MCIT BOARD OF DIRECTORS

Atrium 1 (Second Floor)

7:00 – 9:00 A.M.

CONTINENTAL BREAKFAST & COFFEE

Grand Ballroom Foyer (Second Floor)

7:00 – 8:00 A.M.

EDUCATION & TRAINING COMMITTEE

Plaza 1 (First Floor)

8:00 – 10:00 A.M.

AMC POLICY COMMITTEES

- [Environment & Natural Resources](#)
Plaza 5 (First Floor)
- [General Government](#)
Bloomington (Second Floor)
- [Public Health & Human Services](#)
Atrium 6 (Second Floor)
- [Public Safety](#)
Plaza 6 (First Floor)
- [Transportation & Infrastructure](#)
Edina (Second Floor)

9:00 A.M. – 5:00 P.M.

VENDOR FAIR OPEN

Exhibit Areas (Veranda Ballroom/Grand Ballroom Foyer) (Second Floor)

10:00 – 10:30 A.M.

BREAK & “SURPRISE” DRAWING 1

Exhibit Hall (Second Floor)

Winners are drawn from the registration list, and you must be present at the drawing to win!

10:30 A.M. – 12:15 P.M.

OPENING SESSION

Grand Ballroom (Second Floor)

- **AMC President's Welcome:**
Neal Gaalswyk, Cass County Commissioner
- **National Anthem**
Hannah Fitzgerald Tjoflat, McLeod County Employee Relations Director
- **Minnesota Gov. Tim Walz**
- **Host County Welcome:**
Irene Fernando, Hennepin County Board Chair



AMC President
Neal Gaalswyk



Minnesota Gov. Tim Walz



Hannah Fitzgerald Tjoflat
McLeod County



Dr. Artika Tyner



Hennepin County Board Chair
Irene Fernando

KEYNOTE PRESENTATION:

Leadership Strategies for Social Change

Dr. Artika Tyner

The exercise of leadership is a commitment to leveraging one's influence to create meaningful change and empower others. Social change begins with the active exercise of leadership. This presentation aims to provide a comprehensive exploration of key strategies for embarking on a leadership journey focused on growth, discovery, and transformation.

Participants will leave the presentation equipped with practical tools and strategies to lead effectively within their communities by understanding the significance of their roles as leaders and feel empowered to embark on a journey of leadership growth and social transformation.

12:15 – 1:15 P.M.

LUNCH

Grand Ballroom (Second Floor)

12:15 – 1:15 P.M.

NEWLY ELECTED COMMISSIONER ORIENTATION LUNCH

Plaza 2 (First Floor) - (Invite Only)

Meet other newly elected commissioners during this informal lunch and networking opportunity!

12:15 – 1:15 P.M.

MINNESOTA ASSOCIATION OF COUNTY ADMINISTRATORS (MACA)

Plaza 4 (First Floor)

1:15 – 2:15 P.M.

CONCURRENT WORKSHOPS I

Strategies & Interventions for Cannabis Use Prevention Post-Legalization in Minnesota

Bloomington (First Floor)

As adult use cannabis is legalized, counties are working to implement policies and programs related to cannabis legalization. This panel-style presentation will highlight the proactive measures implemented by local public health departments across Minnesota to address cannabis use and policy implementation. We will provide an overview of local authority and highlight collaborative efforts, ordinance-related work, educational campaigns, and community-based interventions aimed at reducing cannabis-related harm, preventing youth use, and promoting responsible use.

Presenter: Amy Caron, Hennepin County Public Health Protection Area Manager

Cybersecurity Essentials for County Decision-Makers

Edina Room (Second Floor)

Local government leaders need to know the basics of cybersecurity so they can facilitate their organizations' management of cyber risks. Whether you are confident in your technology expertise or are new to the world of cybersecurity, your county IT leaders from MNCITLA will bring you up to speed. This session will cover cybersecurity basics, how IT and county commissioners and staff can support each other, and why cybersecurity is important for security and risk management.

Presenters: Amy Middendorf, Morrison County IT Director
Brent Birkeland, Douglas County IT Director

Impacts of Transportation Legislation and Workforce Changes on Counties

Atrium 6 (Second Floor)

This session focuses on activity from the last legislative biennium and how it will impact local agencies. It will also include details on the impending precipice for wetland replacement funding and wetland banking credits, and other pressing transportation sector topics such as work force staffing and development, construction inflation, CDL requirements, and more.

Presenters: Chris Byrd, Benton County Engineer
Lyndon Colebrook-Robjent, Carver County Engineer
Robert Kimmel-Hass, Cook County Engineer
Joe MacPherson, Anoka County Engineer
Jim Foldesi, St. Louis County Engineer
Mel Odens, Kandiyohi County Engineer & MCEA President

What Would Human Resources Do?

Plaza 5 (First Floor)

What would you do if a disgruntled employee called you? Or a union employee wanted to discuss working conditions? Why does your Human Resources staff require the county to follow certain processes? Employees can be both a county's most valuable asset as well as their biggest liability. County HR leaders will provide insight into their role, the support they provide counties and county commissioners, and share best practices county leaders can keep in their toolbox.

Presenters: Mikkell Johnson, Meeker County Human Resources Coordinator
Laura Elvebak, Blue Earth County Human Resources Director

ICMA's Breaking into Local Government: Your Tool to Recruit the Next Generation of Local Leaders

Plaza 6 (First Floor)

This year, the International City/County Management Association (ICMA) updated its "Breaking into Local Government Guidebook," a comprehensive guide designed to help individuals navigate starting a career in public service. A member of the team that updated the guide, and a professional who was featured in it, will present information about how counties can creatively use the guide to reach those who may be considering a career in local government, but don't know where to start.

Presenters: Andrew Letson, Meeker County Administrator
Jessica Seibert, Aitkin County Administrator

Guaranteed Income in Retirement

Plaza 1 (First Floor)

Employees face an uncertain future, with 79 percent of retirees saying that workers do not know enough about investing to ensure their savings last through retirement and 61 percent that preparing for retirement makes them stressed. Employees also typically find it challenging to calculate precisely how to spend down their retirement savings so that their nest egg lasts as long as they live. Therefore, employees are looking to employers for guaranteed income solutions—three-quarters would roll at least some defined contribution plan savings into a financial product that would guarantee income for life.

This workshop will focus on key strategies and solutions available to employees through 457(b) and 401(a) Supplemental Retirement Savings Plans.

Presenter: Eric Glinsky, Product Specialist, Nationwide Retirement Solutions (NRS)

2:15 – 2:30 P.M.

BREAK - "SURPRIZE" DRAWING 2

Exhibit Hall (Second Floor)

Winners are drawn from the registration list, and you must be present at the drawing to win!

2:30 – 3:30 P.M.

AMC POLICY COORDINATING COMMITTEE

Atrium 7 (Second Floor)

2:30 – 3:30 P.M.

CONCURRENT WORKSHOPS II

Extension – The Front Door to the University of Minnesota In Strengthening County Partnerships

Bloomington (Second Floor)

The University of Minnesota has a 115-year history of working to meet the identified needs of individuals and communities through county Extension offices. This embedded network within local government can effectively and efficiently get university research, tools and knowledge into the hands of the people who can use them. This session will explore how Extension can assist county departments in providing essential services to create healthy, vibrant and safe communities.

Presenters: Tammy McCulloch, Regional Director, University of Minnesota Extension
Christy Kallevig, Regional Director, University of Minnesota Extension

Implementing Adaptive Programming for a More Inclusive County

Edina (Second Floor)

Over the past year, Anoka County has been working to implement adaptive programs and amenities throughout its parks, library, human services, and facilities departments. Learn more about what Anoka County did, funding found, and projects implemented, and how your county can take experiences back home to create a more inclusive experience for residents of all abilities.

Presenters: Julie Jeppson, Anoka County Commissioner
Erin Straszewski, Anoka County Library Community Engagement Manager
Andy Soltvedt, Anoka County Parks Assistant Director
Tara Johnson, City of Fridley Resident/Parent of Child with Special Needs
Joy Handt, City of Blaine Parks and Recreation Manager

Cyber Emergency – It’s Not *If*, But *When*

Atrium 6 (Second Floor)

Cyber-attacks and similar incidents have become the latest in a long line of hazards counties face. Like natural and other technical/human-caused disasters, who you have at your planning and response tables can make all the difference. Join in this interactive, scenario-based exercise to explore who might be missing, the relationship between a cyber incident and your continuity of daily operations, and the dual paths through response and recovery.

Presenter: Kristen Tschida, Benton County Emergency Manager
First Vice President Association of Minnesota Emergency Managers (AMEM)

Justice Involved Veterans

Plaza 5 (First Floor)

Justice involved veterans are at a higher risk of suicide, homelessness, and mental illness. Many times, the first call for help for a veteran in crisis comes from the back seat of a squad car or a jail cell. This session will cover what resources are available statewide (not just those counties with a Veterans Court) for justice involved veterans.

Presenters: Kristy Janigo, Minnesota Association of County Veterans Service Officer
Justice Involved Veterans Technical Assistance Coordinator, Hennepin County
Assistant Veterans Service Officer

Strengthening Partnerships and Collective Impact Through Collaboration

Plaza 6 (First Floor)

First Steps Central MN is a 4-county family home visiting collaboration of Benton, Sherburne, Stearns and Wright counties regionalizing our evidenced-based model, centralizing our branding and referral intake with a partnership focused on client-centric continuity of care and standardized programming, continuous quality improvement and expanded capacity for regional impact through a systems approach guided by a Joint Powers structure, leadership partnerships and two regional positions.

Presenters: Kelly Ball, First Steps Central MN, Regional Family Home Visiting Program Manager
Leah Krotzer, Regional FHV Data & Analytics Manager, First Steps Central MN

Adapting Agricultural Drainage Infrastructure to Meet Growing Global Demands

Plaza 1 (First Floor)

As global population continues to rise, agricultural drainage systems are under increasing pressure to support enhanced food production and land use. Join us as we discuss how County Commissioners acting as Public Drainage Authorities can address the challenges of maintaining and modernizing drainage infrastructure to meet these demands.

Presenters: John Kolb, Attorney, Rinke Noonan Law firm
Bryan Murphy, President/Founder, H2Over Viewers

3:30 – 5:00 P.M.

MCIT ANNUAL MEETING

Atrium 4 (Second Floor)

Registration starts at 3:30 p.m. / Annual Meeting starts at 4:00 p.m.

3:45 – 4:45 P.M.

CONCURRENT WORKSHOPS III

Collaborative Safety - Transforming Culture

Bloomington (Second Floor)

Equipping organizations to transform their culture with a collaborative approach to manage systemic issues, disengaged staff, critical incidents, and barriers to accountability. This panel will feature counties who are using this tool and how they have integrated it (highlighting successes with the child protection press coverage). Several counties have integrated it through their human services departments and are excited to share their experiences, including Western Prairie and Dakota County.

Presenters: Stacy Hennen, MACSSA & Grant/Pope/Traverse Counties, Western Prairie Human Services Director and Traverse County Social Services Director
Kelly Knutson, Senior Director, Collaborative Safety
Scott Modell, Co-Founder, Collaborative Safety

What's New with Blue Cross and Blue Shield in Supporting Community Initiatives

Edina (Second Floor)

Discover the latest updates from Blue Cross and Blue Shield on our strategic initiatives aimed at supporting and empowering communities. Learn how we're working to enhance overall health and well-being through innovative programs, partnerships, and resources. Join us to explore how these efforts are making a meaningful impact and fostering healthier, stronger communities.

Presenter: Shelagh Kalland, Director, Government Programs
Blue Cross and Blue Shield of Minnesota

Minnesota Public Land Survey System

Atrium 6 (Second Floor)

The Public Land Survey (PLS) was performed in Minnesota from 1847 to 1905. Most of these PLS corners were originally wooden posts. The Government Land Office (GLO) originally set these corners and gave the power of maintaining them to the State. The State gave that responsibility to the Counties. The Legislature gave us \$9.7 million dollars in 2022 and we are currently implementing the grant process.

Presenters: Patrick Veraguth, Douglas County Douglas County Surveyor
Kory Thurnau, MnGeo Survey Coordinator, MnGeo

County Economic Development: Why You Need It

Plaza 5 (First Floor)

This workshop will benefit counties by giving commissioners detailed understanding into what economic development does to improve their counties by supporting housing initiatives, childcare, career development & workforce, promoting recreation and tourism, improving broadband and retaining, expanding and attracting businesses, all in an effort to grow the tax base.

Presenters: Mark Jeffers, Aitkin County Economic Development Coordinator
Cate Duin, AMC Economic Development, Workforce & Housing Policy Analyst

Packaging Waste and Cost Reduction Act

Plaza 6 (First Floor)

Learn about the recently passed Packaging Waste and Cost Reduction Act. It will result in hundreds of millions of dollars into collection, expansion, modernization, and new infrastructure for the reuse, recycling, and composting of packaging and paper products. This investment will come from producers, not taxpayers. Learn how your county, cities, and residents will benefit and how this will change how products are packaged resulting in less waste.

Presenters: Mallory Anderson, Partnership on Waste and Energy Policy Specialist
Victoria Reinhardt, Ramsey County Commissioner and
Chair of Partnership on Waste and Energy

(3:45 p.m.) Roundabouts Near at-grade Rail Crossings

Plaza 1 (First Floor)

Learn how roundabouts can be the appropriate traffic control near at-grade rail crossings. We will review planned and constructed roundabouts near rail crossings throughout Greater Minnesota, including Steele County, Clay County, and Wright County. Attendees will learn how roundabouts can drastically improve safety concerns and how to educate communities on the benefits they offer.

Presenters: Kelsey Larsen, Traffic Engineer, Bolton Menk, Inc.
Mike Larson, Senior Transportation Project Engineer, Bolton Menk, Inc.

(4:15 p.m.) Economic Insights/Outlook Post the Election Cycle

Plaza 1 (First Floor)

This session will provide an economic backdrop impacting financial markets and key considerations for cash management post the election cycle. We will cover economic trends and assess opportunities investors are facing in the markets. While the economic outlook may be unclear, there are strategies that can help optimize portfolios in any environment. Attendees will learn the basics of public investing and will review how to develop/maintain a bigger picture plan designed to weather election cycles.

Presenters: Danny Nelson, Director, PFM Asset Management, a division of U.S. Bancorp Asset Management

Stacy Childers, Institutional Sales & Relationship Manager, PFM Asset Management, a division of U.S. Bancorp Asset Management

5:00 – 7:00 P.M.

VENDOR RECEPTION

Exhibit Areas (Veranda Ballroom/Grand Ballroom Foyer)

DINNER ON YOUR OWN / NETWORKING

Tuesday, December 10, 2024

7:00 A.M.

BREAKFAST BUFFET

Grand Ballroom (Second Floor)

8:00 – 9:30 A.M.



Tom Hauser
Chief Political Reporter, KSTP-TV

GENERAL ASSEMBLY

Grand Ballroom (Second Floor)

Minnesota Legislature & Elections 2024 – Brace Yourselves

Tom Hauser, Chief Political Reporter for KSTP-TV

NACo UPDATE

Mary Jo McGuire, Ramsey County Commissioner

AMC Past President and NACo Immediate Past President



AMC and NACo Past President
Mary Jo McGuire

8:00 – 11:30 A.M.

VIDEO GREETINGS FROM U.S. SENATORS AMY KLOBUCHAR AND TINA SMITH (TBD)

VENDOR FAIR OPEN

Exhibit Areas (Veranda Ballroom/Grand Ballroom Foyer) (Second Floor)

Complete your Grand Prize Booth Stamp Map and drop it in the box at the AMC Registration Desk to be eligible for the drawing at the conclusion of the conference on Wednesday morning!

9:30 – 10:00 A.M.

BREAK & “SURPRISE” DRAWING 3

Exhibit Areas (Veranda Ballroom/Grand Ballroom Foyer) (Second Floor)

Winners are drawn from the registration list, and you must be present at the drawing to win!

9:30 A.M. – 12:00 P.M.

AFFILIATE ASSOCIATIONS’ MEETINGS

- **Minnesota Association of Community Corrections Act Counties (MACCAC)**
Plaza 2 (First Floor)
- **Minnesota Association of County Probation Officers (MACPO)**
Plaza 4 (First Floor)
- **Minnesota Association of County Planning & Zoning Administrators (MACPZA)**
Atrium 1 (Second Floor)
- **Minnesota Association of County Surveyors (MACS)**
Plaza 3 (First Floor)
- **Minnesota County Engineers Association (MCEA)**
Atrium 7 (Second Floor)
- **Minnesota County Human Resource Management Association (MCHRMA)**
Atrium 3 (Second Floor)
- **Solid Waste Administrators Association (SWAA)**
Atrium 8 (Second Floor)

10:00 A.M. – 3:00 P.M.

MINNESOTA ASSOCIATION OF PROFESSIONAL COUNTY ECONOMIC DEVELOPERS (MAPCED)

Atrium 4 (Second Floor)

CONCURRENT WORKSHOPS IV

“That’s Public Health?!” How County Commissioners Support Public Health Every Day

Bloomington (Second Floor)

Public health needs you! When local elected officials and public health staff work together alongside other sectors like business, education, zoning, and more, we create opportunities for our communities to grow healthier, in ways that amplify the strengths of our communities and speak to specific local needs. This panel of county commissioner and local health director duos, who work side-by-side every day, will help you imagine new possibilities and partnerships in your own backyard.

Presenters: De Malterer, Waseca County Commissioner
Tarryl Clark, Stearns County Commissioner

A Framework for Centering Community and Wellness in Justice System Transformation

Edina (Second Floor)

Join us to learn about the collaborative work reaching across several county departments, partner agencies and community to create a framework for Justice System Transformation. This session will focus on sharing processes developed including long-term outcomes, collecting and sharing data, community engagement, and development of specific transformative initiatives. Attention will be given to using a racial and health equity lens and engaging all aspects of a system to transform the current justice system.

Presenters: Jenn Hamrick, Integrated Health and Justice Administrator
Gloria Reyes, Deputy County Manager
Alex Kotze, Deputy County Manager
Sophia Thompson, Director of Social Services
Monica Long, Director of Community Corrections

Experiencing a Real-life Cyber-attack Is Different Than You Might Think

Atrium 6 (First Floor)

Real cyber-attack stories are shared including details about working through the actual incidents: what counties learned; what they wish they would have done differently; what went well; how their preparations and plans for an attack succeeded or came up short and why; what surprised them about the experience; blind spots the county had that caused issues either for themselves or others; advice for others to improve how they can weather a cyber-attack better.

Presenter: Richard Miehle, MCIT Risk Management Consultant - Focusing on Data and Cyber Security

Minnesota African American Family Preservation and Child Welfare Disproportionality Act (MAAFPCWDA) - Information and Update

Plaza 5 (First Floor)

Learn more about the passage of this law and implications for serving children and families across Minnesota’s 87 counties, including an update on the local impact study, workgroup findings and experiences of early adopters.

Presenter: Angie Thies, AMC, Child Wellbeing Policy Analyst

How to Maximize Performance Through Organizational Re-Alignment

Plaza 6 (First Floor)

Organizational change is difficult with competing priorities and strong staff opinions. We have always done it this way is not a plan. Join us as we explore the re-alignment of Fleet, Facilities, and Parks Maintenance. Changes and relationships between operational and capital programs will be explored. With program development details, decision making protocols, communication strategies, current program details, and results. Learn about training, mentoring, and professional organization involvement to develop your current staff to take on a higher level of performance.

Presenter: Kevin Schlangen, Fleet Manager, Dakota County

AI, Cybersecurity, and the Cloud: Questions You Should Be Asking Your Vendor from a Vendor POV

Plaza 1 (First Floor)

Have you ever wondered what you should be inquiring about when evaluating innovative technologies like AI and Cybersecurity? In today's ever-changing landscape, it's very challenging to know what's the best option for your organization. That's why our panel of seasoned IT professionals will discuss the key points to consider and how to confidently proceed with your IT decisions. Please join this interactive session and be prepared to ask those hard questions!

Presenter: Joel Kennedy, MN Best Inc, Vice President Sales

11:00 – 11:15 A.M.

BREAK & VENDOR FAIR FINALE

Exhibit Areas (Veranda Ballroom/Grand Ballroom Foyer) (Second Floor)

Silent Auction Bidding Ends at 11:15 A.M. SHARP!

Complete your Grand Prize Booth Stamp Map and drop it in the box at the AMC Registration Desk to be eligible for the drawing at the conclusion of the conference on Wednesday morning!

11:15 A.M. – 12:15 P.M.

CONCURRENT WORKSHOPS V

Overview of Juvenile Delinquency and Child Protection Intersection - 2024

Legislative Change

Bloomington (Second Floor)

During the 2024 legislative cycle, legislators passed a policy that shifts the jurisdiction from juvenile delinquency to child protection between the ages of 10 - 13. This law will take effect January 2026 and will have significant implications for how children and families are served in Minnesota, including the systems and services that are needed to support the policy change. Learn about the policy change and implications for counties during this informative session.

Presenters: Nicole Kern, Morrison County Community Corrections Director
Nikki Conway, Scott County Child Welfare Manager
Karla Bigham, Washington County Commissioner
Tarryl Clark, Stearns County Commissioner

Performance Measurement – Helping Others Better Understand All You Do

Edina (Second Floor)

Counties provide a lot of different services, but how can you best help others understand all you do? Then once you demonstrate your performance, how can that information be utilized to help inform decision making? Dakota County will overview their approach toward Results Based Accountability (RBA), demonstrating the impact of county services, and how that information can be shared with others. The presentation will also highlight approaches that can be used for different size counties.

Presenters: Tim Paulus, Dakota County Management Analyst
Jessica Rundell, Dakota County Management Analyst
Tim Trumpy, Dakota County Management Analyst

The Forks in the Road Initiative - Advancing Rural Collaborative Solutions Addressing the Needs of Criminal Justice-Involved Persons

Atrium 6 (Second Floor)

Tri-County Community Corrections (TCCC) manages a regional jail, juvenile facility, and provides community supervision. In 2023, TCCC and Public/Behavioral Health, Law Enforcement, Social Services, and Attorney's Office partners participated in the federal Reaching Rural Initiative. Systemic changes provide an accelerated pathway for SUD screening, assessment, treatment opportunities, and release coordination, in early stages of involvement with the criminal justice (CJ) system. Entry can be the fork in the road and life-changing moment when motivation for change is elevated.

Presenters: Sarah Reese, MS, CHES, Polk-Norman-Mahnomen CHS Administrator/Polk County Public Health Director
Andrew Larson, Executive Director, Tri-County Community Corrections
Ted Krmpotich, SUD Project Coordinator, Tri-County Community Corrections
Kelsey Helgeson, MSN, APRN, PHN, PMHNP-BC, Polk County Public Health
Joan Lee, Polk County Commissioner

Southwest Minnesota Regional Trails Plan

Plaza 5 (First Floor)

The Southwest Minnesota Regional Trails Plan aims to study and promote the development of trails in the nine-county southwest corner of Minnesota. The plan promotes outdoor recreation, trail development, and their boost to local economies. Additionally, the plan focused on community engagement and a regional tourism survey to gather data. The plan capitalizes on the region's natural beauty, cultural heritage, and tourist attractions to spur economic growth through increased outdoor recreation and trails users.

Presenters: Chris Webb, Southwest Regional Development Commission, Transportation Planner
Phil Nasby, Jackson County Commissioner
Luke Ewald, Des Moines Valley HHS Public Health Educator
Nadya Bucklin, Southwest Regional Development Commission Development Planner

Understanding and Responding to First Amendment Audits

Plaza 6 (First Floor)

Commissioners and county staff may be unprepared for a citizen to start filming in and around county facilities with no notice or request for permission. This session explains what First Amendment audits are and how officials and staff can legally respond to them, including when and where filming can be restricted.

Presenters: Sonya Guggemos, MCIT Senior Staff Counsel for Risk Control
Dawn Hinkley, MCIT Staff Counsel for Risk Control

MN Public Drainage Projects - Coordination with Agencies, NGO's & Grant Programs

Plaza 1 (First Floor)

Minnesota Public Drainage projects have been under scrutiny from many organizations including Agencies and NGO's. Environmental Assessment Worksheets and permit requirements have been petitioned and asked for. This presentation looks at how projects navigate this process and what was done to move these projects forward. The presentation will also cover the use of grant programs to assist in developing practices that have been incorporated into these projects.

Presenter: Chuck Brandel, Vice President, ISG

12:15 – 1:45 P.M.

AWARDS BANQUET LUNCHEON

Grand Ballroom (Second Floor)

- **MCIT Annual Awards**
- **AMC-BWSR & MAPCED Awards**
- **AMC Annual Awards**
- **AMC President's Award**

1:45 – 2:45 P.M.

CONCURRENT WORKSHOPS VI

Extreme Event: A Role-Playing Game

Bloomington (Second Floor)

Get a taste of what it takes to build community resilience in the face of disaster. Take on the role of an individual in your community (homeowner, first responder, community organization leader, business owner, or government official) and work together to make decisions and solve risk-based, multiagency coordination, and resource management problems during an engaging, fast-paced disaster simulation.

Presenter: Patrick Waletzko, Otter Tail County, County Emergency Manager
& AMEM Representative

A New Paradigm in Human Services

Edina (Second Floor)

This session will explore the seismic shifts transforming the human services landscape. Resident choice, technological innovation, shifting workforce dynamics, and collaborative partnerships are converging to reshape the future of human services. This timely workshop is designed specifically for county leaders seeking to stay ahead of the curve, gain practical insights for human services policy decisions, and to share experiences and challenges with other county leaders.

Presenters: Barb Dahl, Scott County Health and Human Services Director
Marti Fischbach, Dakota County Community Services Director

How CISA Supports Local Government with Cyber-security

Atrium 6 (Second Floor)

The Cybersecurity and Infrastructure Security Agency of the federal Department of Homeland Security offers several no-cost services to local governments to help identify their cybersecurity vulnerabilities and support their cybersecurity efforts, including various audits. This session explains these services and the benefits they can provide to members, as well as offering first-hand experience with the audit process.

Presenters: Christopher Gabbard, Supervisory Cybersecurity Advisor,
Region 5 with Cybersecurity and Infrastructure Security Agency

Alternative Pathways to Address School Absenteeism

Plaza 5 (First Floor)

Chronic absenteeism has been an increasing problem since the pandemic. Unexcused absences from school are often a symptom of underlying student and family needs which often end up being addressed via involuntary intervention by the County via educational neglect and or truancy. This presentation will share ideas for creating alternative pathways to address school absences via community partnerships while reducing deep end system involvement.

Presenters: Suzanne Arntson, Scott County, Health & Human Services Deputy Director
Nikki Conway, Scott County, Child Welfare Manager
Nikki Hallberg, Scott County, Prevention Supervisor
Paula Frisk, VP of Parent Child Services, St. David's Center for Child & Family Development
Lisa Welter, Executive Director, The Katallasso Group
Deb Bodensteiner, Scott County, TreeHouse Area Director

College Internship Program

Plaza 6 (First Floor)

Students complete a paid summer work experience/internship in a local business. Participants gain valuable experience and insight into the leadership and career possibilities in home county. Successful completion of internship results in legitimate work experience and resume content. College credits for the experience gained during your internship is possible. Session covers funding and administration of program, including MVAC and Workforce Center staff Tami Hested.

Presenters: Tami Hested, Minnesota Valley Action Council Coordinator
Martin County Commissioners
Heather Gleason, MVAC Executive Director

(1:45 p.m.) Health Plan Collaboration to Support Medicaid Renewals

Plaza 1 (First Floor)

Beginning in May 2023, Minnesota counties and Medicaid enrollees underwent an intense period of Medicaid redeterminations. UCare partnered with a MNsure Navigator organization to keep people covered during the historic redetermination period. UCare also expanded our existing renewals support by phone and in person at county and community locations. UCare would like to build on our work and expand to new communities. Join us to discuss the future you envision for renewals in your county!

Presenter: Randie Corniea, Senior Retention Specialist, UCare

(2:15 p.m.) Xcel Energy Proposed New Upper Midwest Energy Plan

Plaza 1 (First Floor)

On Feb. 1, 2024, Xcel Energy proposed to regulators a new clean energy plan for the Upper Midwest. Under the proposed plan, carbon emissions reductions are expected to exceed 80% by 2030, compared to 2005 levels, potentially reaching up to an 88% reduction, while continuing to focus on reliability and affordability. While the Upper Midwest Energy Plan (an Integrated Resource Plan) is being filed with the Minnesota Public Utilities Commission, the company will also engage regulators in our other Upper Midwest States as the process moves forward. Representatives from Xcel Energy will talk about the details behind this plan and the proposed timeline for hopeful approvals from the Commission.

Presenter: Trisha Duncan, Xcel Energy
Director, Minnesota Community Relations & Gas Business Development

2:45 – 3:00 P.M.

BREAK

3:00 – 4:00 P.M.

CONCURRENT WORKSHOPS VII

Group Decision-Making and Your Brain

Bloomington (Second Floor)

County governance balances multiple and often conflicting priorities. In this session, we'll showcase some of the psychology affecting decision-makers, especially in group settings. Identify the three styles of reasoning that may complement or offend the programming of your brain, and tie it all together with a refresher on the cornerstones of Robert's Rules of Order in making educated and board-supported decisions. This 'variety show' of research, studies, and results should give participants perspective on the social stressors and pressures involved in their roles as policymakers, helping them to make sound inquiries and stand by difficult decisions.

Presenter: Christian Lilienthal, Sibley County Commissioner

Preparing for an Aging County

Edina (Second Floor)

This session will discuss the demographic reality facing Minnesota counties. We will review the needs of an aging population (including housing, public health, safety, transportation), identify the gaps in county services to fulfill the needs of an aging population, and strategize a process to fill those gaps that exist.

Presenter: Gregg Wright, Olmsted County Commissioner

Reducing Revocation Challenge

Atrium 6 (Second Floor)

In 2018, the Ramsey County Community Corrections Department (RCCCD) noticed a disturbing trend, with very high probation revocation rates, probation violation rates, and local incarceration rates. This presentation centers on the importance of the partnerships and collaborations developed over the next 5 years to trim these rates and make long lasting policy changes. The presentation would be conducted with a presentation and panel discussion with some of these crucial partners.

Presenters: Corey Hazelton, Ramsey County Corrections, Assistant Division Director
Ed Hauck, Ramsey County Research and Evaluation Supervisor
Chris Mba, Ramsey County Racial Equity Planner
Cory Tennison, Ramsey County Asst. County Attorney
Judge Reynaldo Aligada, Ramsey County Second Judicial District Judge

Managing the Market

Plaza 5 (First Floor)

With a reduced labor force, limited pool of highly trained applicants, and an increase in competitive market wages, counties are forced to be innovative in dealing with wages, staffing levels, along with retention and recruitment efforts. In this session, we will explore market and industry trends and how counties are using data to implement new approaches to increase salaries, staffing levels, and strengthen recruitment and retention efforts. From a 33% state wage increase, to changes in FLSA, to demanding union negotiations, we will explore innovative approaches on how counties are managing the market.

Presenters: Dr. Tessia Melvin, David Drown Associates Inc. Management Consultant
Mark Goldberg, David Drown Associates Inc. Principal Consultant
Kelly Jones, David Drown Associates Inc. Technical Analyst

Managing the Public at Public Hearings and Meetings

Plaza 6 (First Floor)

The public has certain rights when it comes to public hearings and meetings of the county board. Learn about those rights, ways a board can maintain an orderly operation of the forum or meeting and the legal constraints on a board. The session examines potential pitfalls of which commissioners should be aware when managing the public input process, such as how to avoid potential claims of bias, prejudice and conflicts of interest, among others.

Presenter: Kristin Nierengarten, Attorney, Squires, Waldspurger & Mace, PA.

(3:00 p.m.) Introduction to The Work Number® within the Verification Insights Portal™

Plaza 1 (First Floor)

All Minnesota counties have access to Equifax's The Work Number to support income/wage eligibility for social service programs. This training introduces social services agencies to The Work Number's new VIP platform for ordering verifications. This new version will be rolled out to all counties in the coming months. Additionally, participate in a discussion on accessing self-employment/1099/gig data and the potential impact on the eligibility process.

Presenter: Todd Byrnes, Equifax Solutions Consultant

(3:30 p.m.) Facility Assessments – Managing Your County Facilities to Maximize Efficiencies

Plaza 1 (First Floor)

This presentation explores how facility assessments help keep county buildings operating efficiently, safely, and functional for all. Think of these assessments as a strategic roadmap, offering a clear view of the lifespan of key systems and the costs of major repairs, allowing stakeholders to stay ahead of maintenance challenges. County leaders rely on these insights to plan improvements, prioritize projects, while enhancing services and creating transparency for taxpayers. All of this to establish a financial plan to align long- and short-term goals. By the end of this session, participants will have the tools and knowledge needed to create an approach to better manage public facilities, ensuring they meet the evolving needs of the communities they serve.

Presenter: Tanya Pierce, Business Unit Leader, ISG

5:00 P.M.

AMC PAST PRESIDENTS & 2024 RETIRING COMMISSIONERS RECEPTION

Grand Ballroom Foyer (Second Floor)

5:30 P.M.

DINNER

Grand Ballroom (Second Floor)

6:30 – 9:30 P.M.

MUSIC BY BOOGIE WONDERLAND

Grand Ballroom (Second Floor)



Wednesday, December 11, 2024

7:00 – 8:30 A.M.

BREAKFAST BUFFET

Grand Ballroom (Second Floor)

8:30 – 9:30 A.M.

GENERAL SESSION

Grand Ballroom (Second Floor)



Anthony Becker
MN State Economist

Navigating Minnesota's Economic Horizon: Insights for 2025

Dr. Anthony Becker, Minnesota State Economist
Amanda Imes, Manager of the Economic Analysis Unit

Join Minnesota State Economist Anthony Becker for an in-depth exploration of the state's economic landscape as counties adapt to a shifting environment. This session will provide a comprehensive economic outlook, examining workforce trends, fiscal challenges, and their impact on local communities. Gain valuable insights to help your county leaders identify opportunities, address challenges, and navigate the road ahead with confidence and strategic foresight.



Amanda Imes
Economic Analysts Unit

9:30 – 11:30 A.M.

AMC BUSINESS MEETING

Grand Ballroom (Second Floor)



2024 AMC President
Neal Gaalswyk, Cass County Commissioner

- **2024 President's Reflections**
- **Annual Financial Report**
AMC Secretary/Treasurer Lisa Fobbe, Sherburne County
- **Platform Amendments/Adoption**
- **Executive Director's Report:** Julie Ring
- **Officer Elections**
Parliamentarian: Commissioner Kevin Anderson, Hennepin County
- **2025 President's Address**
- **Grand Prize Drawings**
Deposit your completed Grand Prize Booth Map in the box near registration by 9:00 a.m. to be eligible for the Grand Prize Drawings immediately following the AMC Business Meeting.

YOU MUST BE PRESENT TO WIN!



AMC Secretary/Treasurer
Lisa Fobbe



AMC Executive Director
Julie Ring



Parliamentarian
Commissioner Kevin Anderson

11:30 A.M.

ADJOURN