



Commissioners:

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

**BOARD OF COMMISSIONERS
ANNUAL ORGANIZATION MEETING AGENDA
TUESDAY, January 7, 2024**

County Administrator
Chase Burnham

9:00 a.m. Oath of Office Administered to County Commissioners Dan Dahlberg and Ben Montzka
• 10th Judicial District Judge Catherine Trevino

9:00 a.m. Convene Annual Meeting; Pledge of Allegiance; Approve Agenda

Annual Business Items:

- | | |
|--|--------|
| 1.) Election of 2025 Board Chair | TAB 1 |
| 2.) Election of 2025 Board Vice Chair | TAB 2 |
| 3.) 2025 Board Chair – Opening Remarks | TAB 3 |
| 4.) Confirming the Board of Commissioner’s Operating Guidelines for 2025 | TAB 4 |
| 5.) Establish 2025 Meeting Schedule | TAB 5 |
| 6.) Establish 2025 Mileage, Lodging, and Meal Reimbursement Rates | TAB 6 |
| 7.) Annual Review of Perfunctory Personnel/Human Resources Actions | TAB 7 |
| 8.) Discuss/Establish 2025 Board Committee Assignments | TAB 8 |
| 9.) Affirmation of Official Publication/Newspaper | TAB 9 |
| 10.) 2025 Citizen Appointments to Various Boards/Committees/Commissions | TAB 10 |
| 11.) Re-Designation of County Bank – First Resource Bank | TAB 11 |
| 12.) Authorizing Signature on the County Bank Accounts | TAB 12 |

Consent Agenda:

- | | |
|---|--------|
| 13.) Authorize Payment of County’s Warrants and Miscellaneous Bills | TAB 13 |
| 14.) Approve Minutes of December 18, 2024 Regular Meeting | TAB 14 |
| 15.) Acceptance of 2024 Donations | TAB 15 |
| 16.) Mileage Reimbursement past 60 days – HHS | TAB 16 |
| 17.) Recognition of County Staff January Anniversaries | TAB 17 |

Public Hearing – 9:30 a.m.

- | | |
|---------------------------------------|--------|
| 18.) 2025 Chisago County Fee Schedule | TAB 18 |
|---------------------------------------|--------|

Business Meeting:

- | | |
|--|--------|
| 19.) 2025 Capital Improvement Plan | TAB 19 |
| 20.) 2025 State of MN Federal Boating Safety Equipment Grant | TAB 20 |
| 21.) 2025 Lease for Office Space in Rush City – CCSO | TAB 21 |
| 22.) Court Appointed Counsel – Contract Renewal for Counsel | TAB 22 |
| 23.) Official Zoning Map Adoption Hearing – Consolidated Rural Residential (RR) District | TAB 23 |
| 24.) FINAL Contract Payment for the CSAH 21 Reconstruction Project | TAB 24 |
| 25.) Updated Local Transit Sales and Use Tax Agreement | TAB 25 |

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

- January 15th Board of Commissioners Meeting at 6:30 p.m. in the Chisago County Boardroom

******* NOTICE*******

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday January 7th at 9:00 a.m. and all other Committees until January 16th via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Hammocks, 1688 Overseas Hwy., Marathon, Fl. 33050, a location open and accessible to the public.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings January 17th to January 31st via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Fountains, 12400 International Drive, Orlando, Fl 32821, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 1
Title of Item for Consideration: Election of 2025 Chisago County Board Chair	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Board of Commissioners is asked to nominate and select a new Chairperson for the upcoming Business year.	
Background: The Clerk of the Board is requesting the Board select a Chairperson for the upcoming 2025 Business year. The Clerk of the Board will call for nominations of the Chair for 2025. Then the Clerk will call for a voice vote of the Commissioners and, after voting, the Chair for 2025 will be declared.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners select the 2025 Chair with the following suggested motion: Those in favor of Commissioner _____ for Chair, please say 'aye'; whereupon the Clerk declared Commissioner _____ as Chair of the Board for 2025.	
Implications of Action: If the suggested election is undertaken, the County Board will have a Chairperson for the upcoming 2025 Business 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 _____

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 2
Title of Item for Consideration: Election of 2025 Chisago County Board Vice Chair	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year the Board of Commissioners is asked to nominate and select a new Vice Chairperson for the upcoming Business year.	
Background: The Board of Commissioners selects a new Vice Chairperson for the upcoming 2025 Business year. The newly elected 2025 Chairperson will call for nominations for Vice Chair for 2025. The Board Chairperson will then call for a voice vote of the Commissioners and, after voting, declare the Vice Chair for 2025.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners select the 2025 Vice Chair with the following motion: Those in favor of Commissioner _____ for Vice-Chair, please say 'aye'; whereupon the Chairperson declared Commissioner _____ as Vice-Chair of the Board for 2025.	
Implications of Action: If the action is undertaken by the County Board, the Board will have a Vice- Chairperson for the upcoming 2025 Business 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 _ _ _ _ _

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 3
Title of Item for Consideration: 2025 Chisago County Board Chair Opening Remarks	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners' newly selected Chairperson is allotted time to make a few opening remarks.	
Background: The County Board has reserved time in the Agenda for the newly selected Chairperson to provide some opening remarks. Such remarks will be published in the January 7, 2025 minutes.	
Action Requested/Recommended: It is respectfully requested that the newly elected 2025 Chisago County Board Chairperson provide a few opening remarks at this, the start of the new year.	
Implications of Action: Remarks made will be published in the Chisago County Board of Commissioners minutes for January 7, 2025.	
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 _____

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 4
Title of Item for Consideration: Confirming the Chisago County Board of Commissioner's Operating Guidelines for 2025	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year the Board of Commissioners adopts Rules of Conduct and Rules of Order for the Meetings of the Chisago County Board of Commissioners.	
Background: The County Board functions within the statutory framework of Minnesota Law. General duties, powers, and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 370, 373, and 375. Minnesota Statutes supersede all bylaws, rules, and policies established by the Board. The Operating Guidelines of the County Board are intended to facilitate the transaction of business by the County Board, County staff, and the established committees. The principles shall guide the County Board in its interpretation and application of the Guidelines. Attachment: • Chisago County Board of Commissioners Operating Guidelines 2025	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt Chisago County Board of Commissioner's Operating Guidelines for 2025. The suggested motion is as follows: <i>"Move to adopt the attached Chisago County Board of Commissioner's Operating Guidelines for 2025."</i>	
Implications of Action: The Operating Guidelines set a standard of conduct and rules to guide the Board, staff and the citizens we serve in the conduct and rules of meetings and to address agenda items.	

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County
Board of Commissioners



Operating Guidelines

2025

ADOPTED
1/7/2025

Chisago County Board of Commissioners

2025

District 1 – Jim Swenson

District 2 – Rick Greene

District 3 – Marlys Dunne

District 4 – Ben Montzka

District 5 – Dan Dahlberg

County Administrator – Chase Burnham

County Attorney – Janet Reiter

County Sheriff – Brandon Thyen

TABLE OF CONTENTS

I.	OVERVIEW.....	6
A.	Purpose	6
B.	Statement of Principles.....	6
C.	Effective Date	6
II.	AMENDMENTS TO THE OPERATING GUIDELINES	6
III.	COUNTY BOARD ORGANIZATION.....	7
A.	Membership.....	7
B.	Commissioner District	7
C.	Terms of Office	7
D.	Vacancy	7
E.	Officers.....	10
F.	Compensation.....	11
G.	Indemnification	11
IV.	COUNTY MEETINGS	11
A.	Regular Meetings	11
B.	Statutory Meeting	12
C.	Open Meeting Law.....	12
D.	Closed Meetings.....	12
E.	Special/Emergency Meetings.....	13
F.	Work Sessions and Informal Meetings.....	13
G.	Public Hearings.....	14
H.	Audience/Citizen Requests.....	15
I.	Board Committees	16
J.	Quorum	16
K.	Role of Presiding Officer.....	16
L.	Addressing the County Board	17

M.	County Administrator.....	17
V.	RULES OF PROCEDURE.....	18
A.	Statement of Purpose of the Board.....	18
B.	Statement of Principles of the Rules.....	18
C.	Statement of Purpose of the Rules	18
VI.	TYPES OF COUNTY BOARD ACTION.....	19
A.	Resolution.....	19
B.	Ordinance.....	19
C.	General Consensus	19
D.	Policy Development	20
VII.	COUNTY BOARD AGENDA	20
A.	Preparation and Distribution.....	20
B.	Order of Business	21
C.	Agenda.....	21
D.	Committee Reports/Commissioner Updates.....	21
E.	Official Records.....	21
VIII.	COUNTY BOARD COMMITTEES	22
A.	Special Committees	22
IX.	ADVISORY COMMITTEES	22
A.	Policy.....	23
B.	Role and Purpose of Committees.....	23
C.	Operating Procedures	23
D.	Resignations	24
E.	Terms	24
F.	Ex-Officio Members	25
G.	Appointment of Chairs.....	25
X.	CODE OF ETHICS.....	25

XI.	CITIZENS.....	26
A.	Public Communication	26
B.	Open Meeting Law.....	27
C.	Audience Participation at Board Meetings	27
D.	Responding to Correspondence/Inquiries/Complaints from Citizens.....	28
XII.	STAFF	28
A.	County Administrator	28
B.	Role of Staff.....	30
C.	Legislative Protocol for Staff	30

I. OVERVIEW

A. Purpose

The Chisago County Board of Commissioners hereinafter may also be referred to as “Board” or “County Board”, is the body charged by law with the management of the affairs of Chisago County. The County Board operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the County within the confines of State and Federal Law.

The County Board functions within the statutory framework of Minnesota Law. General duties, powers, and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 370, 373, and 375. Minnesota Statutes supersede all bylaws, rules, and policies established by the Board.

The Operating Guidelines of the County Board are intended to facilitate the transaction of business by the County Board, County staff, and the established committees. The following principles shall guide the County Board in its interpretation and application of the Guidelines.

B. Statement of Principles

The Operating Guidelines are designed to produce a procedural balance that considers all principles and articulates a specific process by which those principles interact and work.

C. Effective Date

These guidelines shall become effective upon passage by the County Board on January 7, 2025.

II. AMENDMENTS TO THE OPERATING GUIDELINES

Any member of the County Board may initiate action to amend the Operating Guidelines.

Amendments to the Operating Guidelines may also be initiated by the County Administrator.

During the annual organizational meeting, also known as statutory meeting (see page 9), the County Board shall adopt the Operating Guidelines for the year.

At any time throughout the year the County Board may amend the Operating Guidelines by an affirmative vote of the members. Changes shall be effective immediately upon passage.

Any changes in statute or law affecting the guidelines are effective immediately and will be reflected in the next draft of the guidelines.

III. COUNTY BOARD ORGANIZATION

A. Membership

The County Board consists of five (5) members elected from single-member districts appointed on the basis of population as provided by law.

B. Commissioner District

The boundaries of commissioner districts, including the procedures to follow in the event that a redistricting is needed, are established pursuant to Minnesota Statutes 375.025.

C. Terms of Office

The term of each Board member is four years, except as otherwise established pursuant to Minnesota Statutes 375.03.

D. Vacancy

A vacancy in the office of County Board is filled pursuant to Minnesota Statutes 375.101:

Subdivision 1. **Option for filling vacancies; special election.** (a) Except as provided in subdivision 3, a vacancy in the office of County Commissioner may be filled as provided in this subdivision and subdivision 2, or as provided in subdivision 4. If the vacancy is to be filled under this subdivision and subdivision 2, it must be filled at a special election. The County Board may by resolution call for a special election to be held according to the earliest of the following time schedules:

- (1) Not less than 120 days following the date the vacancy is declared, but no later than 12 weeks prior to the date of the next regularly scheduled primary election;
- (2) Concurrently with the next regularly scheduled primary election and general election; or
- (3) No sooner than 120 days following the next regularly scheduled general election.
- (4) The person elected at the special election shall take office immediately after receipt of the certificate of election and upon filing the bond and taking the oath of office and shall serve the remainder of the unexpired term. If the county has been reapportioned since the commencement of the term of the vacant office, the election shall be based on the district as reapportioned.

Subd. 2. **When victor seated immediately.** If a vacancy for which a special election is required occurs less than 120 days before the general election preceding the end of the term, the vacancy shall be filled by the person elected at that election for the ensuing term who shall take office immediately after receiving the certificate of election, filing the bond, and taking the oath of office.

Subd. 3. **Inability or refusal to serve.** In addition to the events specified in section 351.02, a vacancy in the office of County Commissioner may be declared by the County Board when a commissioner is unable to serve in the office or attend Board meetings for a 90-day period because of illness, or because of

absence from or refusal to attend Board meetings for a 90-day period. If any of the preceding conditions occurs, the County Board may, after the Board by resolution has declared a vacancy to exist, make an appointment to fill the vacancy at a regular or special meeting for the remainder of the unexpired term or until the ill or absent member is again able to resume duties and attend County Board meetings, whichever is earlier. If the original member is again able to resume duties and attend Board meetings, the Board shall, by resolution, so determine and remove the appointed officeholder and restore the original member to office.

Subd. 4. **Vacancies of less than one year; appointment option.**

Except as provided in subdivision 3, and as an alternative to the procedure provided in subdivisions 1 and 2, any other vacancy in the office of County Commissioner may be filled by Board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held under this subdivision. All elections to fill vacancies shall be for the unexpired term. If one year or more remains in the unexpired term, a special election must be held under subdivision 1. If less than one year remains in the unexpired term, the County Board may appoint a person to fill the vacancy for the remainder of the unexpired term, unless the vacancy occurs within 90 days of the next county general election, in which case an appointment shall not be made and the vacancy must be filled at the general election. The person elected to fill a vacancy at the general election takes office immediately in the same manner as for a special election under subdivision 1, and serves the remainder of the unexpired term and the new term for which the election was otherwise held.

Subd. 5. **County Boards vacancy appointment; public hearing.**

Before making an appointment to fill a vacancy under subdivision 4, the County Board must hold a public hearing not more than 30

days after the vacancy occurs with public notice given in the same manner as for a special meeting of the County Board. At the public hearing, the Board must invite public testimony from persons residing in the district in which the vacancy occurs relating to the qualifications of prospective appointees to fill the vacancy. Before making an appointment, the Board also must notify public officials in the affected district on the appointment, including town board and city council members, and must enter into the record at the Board meeting in which the appointment is made the names and addresses of the public officials notified. If after the public hearing, the Board is unable or decides not to make an appointment under subdivision 4, it must hold a special election under subdivision 1, but the time period in which the election must be held begins to run from the date of the public hearing.

E. Officers

The County Board, at its annual meeting, elects from its members a Chair and a Vice Chair. The Chair presides at the County Board meetings, decides on questions of order, and signs all documents requiring signature on the Board's behalf. The Chair's signature, attested to by the County Administrator, Clerk of the Board or designee, is binding as the signature of the County Board.

The County Board elects from its membership a Vice Chair at the same time and place and in the same manner as provided for the election of the Chair. The Vice Chair performs the duties of the Chair when the Chair is unable to perform the duties.

If the Chair and Vice Chair are absent from any meeting, the members present shall choose one of their members as temporary Chair, and all documents requiring the signature of the County Board shall be signed by a majority of it and attested to by the County Administrator (Minnesota Statutes 375.13). Robert's Rules of Order defines majority as "more than half" of the votes cast by

persons entitled to vote, excluding blanks or abstentions, at a regular or properly called meeting.”

F. Compensation

County Board members receive, as compensation for services, an annual salary as set by resolution of the County Board. The salary must be established prior to the end of the preceding year, and is effective January 1 of the new year. The resolution shall contain a statement of the new salary as defined on an annual basis and must be published in the official County newspaper.

G. Indemnification

Chisago County Board members are protected by the defense and indemnification provisions through Chisago County’s membership in the Minnesota Counties Intergovernmental Trust.

IV. COUNTY MEETINGS

A. Regular Meetings

Members of the County Board are entitled to ten (10) days’ notice of regular Board meetings (Minnesota Statutes 375.07). At the annual organizational meeting of the Board, the County Board shall adopt a schedule of regular Board meetings for the upcoming year. The schedule will include the location, date, and time of the meetings. During the year, the schedule may be amended by vote of the County Board.

Unless otherwise stated, all regular meetings of the County Board will be convened in the Board Room of the Chisago County Government Center in Center City, Minnesota. All regular meetings of the County Board are open to the public.

Anyone attending a County Board meeting, excluding emergency response personnel, will be required to have cell phones or any

other electronic device on silent mode. This includes all meetings of the County Board referenced in Section IV. of the Operating Guidelines.

According to the Open Meeting Law, at any meeting that must be open to the public, there must be at least one copy of any printed materials relating to the agenda available for inspection in the meeting room.

B. Statutory Meeting

By state law (Minnesota Statute 375.07) the County Board must meet at the county seat on the first Tuesday after the first Monday in January, which is when the terms of new Board members begin. The County Board transacts the following organizational business during this annual organizational meeting:

1. Administration of the Oath of Office (if required).
2. Election of Officers.
3. Appointments of Commissioners to commissions, committees, and boards.
4. Appointment of voting delegates to AMC.
5. Awarding of Official County Newspaper (or confirming Official Newspaper).

C. Open Meeting Law

All meetings of the County Board and Board Committees are subject to the Open Meeting Law (Minnesota Statutes 13D).

D. Closed Meetings

The County Board may, by motion, convene in closed session for the purposes of transacting business. Business which may be considered in closed session are as follows:

- In accordance with the attorney/client privilege;
- To consider strategy for labor negotiations;

- To consider real estate negotiations;
- To consider security measures;
- Or as otherwise required or permitted by the Minnesota Open Meeting Law.

Before closing a meeting, the Board will state, on record, the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

E. Special/Emergency Meetings

The Chisago County Board may, by Board action, establish a special or emergency meeting. Special meetings shall be preceded by three (3) days' notice, including a posting of the meeting notice on the Chisago County website, outside the County Boardroom and either (1) mailed or delivered notice to persons who have requested such notice, or (2) publication of the notice in the official newspaper (Minnesota Statutes 471.705). Procedures to schedule a special meeting shall be in accordance with Minnesota Statutes.

Adjourned or reconvened meetings may be held at any specific time, date, and place the Board may adopt without additional notice. However, the time, date, and place must be publicly specified by the Board prior to adjourning the meeting in which the time, date, and place are established.

F. Work Sessions and Informal Meetings

From time to time, the County Board may schedule work sessions, workshops, retreats, forums, or additional meetings at such times and concerning such subjects as may be established by action of the Board. A schedule of such meetings shall be maintained in the County Administration office. Work sessions and other informal meetings of the Board not regularly held, shall be subject to the same notice requirements of the Open Meeting Law.

At the beginning of each year, the County Board will schedule a time, at a regular Board meeting or a work session, to discuss and review topics of importance such as the County's Strategic Plan, the County's financial status, current and future levies, County goals and priorities, and other department or committee/commission topics/issues, if needed.

G. Public Hearings

From time to time, the County Board conducts formal public hearings. In addition to those required by law, the County Board may hold public hearings on matters of business when it decides that such hearings are in the best interest of the general public or issues under consideration. The order of business for public hearings generally follows this procedure:

1. Presiding officer opens the hearing and states the purpose.
2. Brief description of issue by County staff.
3. Presentation, if applicable, by affected or interested persons.
4. Open discussion by members of the general public.
5. Discussion by the County Board.
6. Public hearing closed by Chair.
7. Decision of the County Board.

At any time during the process, the County Board may address any questions as deemed appropriate.

The County Board may alter the public hearing procedure as needed to assure that the hearings are conducted in an orderly, fair, and expeditious manner, including establishing reasonable time limits for speakers individually or on each side of the issue before the Board.

Rules adopted for public hearing procedures are intended to promote an orderly discussion, to give every person an opportunity

to be heard, and to ensure that no individual is embarrassed by exercising the right to free speech.

All comments by members of the public shall be made at the microphones, if available, and individuals making comments shall first give their name and address. This is required for an official record of the public hearing. Members of the public interested in addressing the County Board are requested to sign in and make it known at the appropriate time that they wish to speak.

H. Audience/Citizen Requests

The County Board prefers all business matters initiated by citizens coming before them to first be reviewed by staff and scheduled for discussion on the County Board agenda.

If an individual seeks to appear before the County Board, he/she should notify County Administration of his/her intention and the issue to be presented. Staff will confer with the individual, address the issue, and, if necessary, schedule the issue accordingly on the County Board agenda after consultation with the County Board Chair.

Chisago County also has a public comment session during each regular Board meeting. At the call of the Chair and after signing in, individuals will have an opportunity to address concerns to the County Board. The Rules of Conduct for the public comment session are posted in the County Board Room. Each comment is limited to 3 minutes. However, the Chair has the discretion to allow individuals greater than the 3 minute time limitation during for topic experts, or for individuals speaking for multiple parties.

Generally, all Planning Commission and/or Zoning matter shall be decided before Citizen's Forum, or any other items where the Board of Commissioners acts as a 'quasi-judicial' Board.

I. Board Committees

For the purpose of assisting the Board in carrying on its business, committees shall be formed and shall be composed of members as determined by resolution of the Board. Minutes of the committee meetings shall be kept and shall become official upon approval of the committee. All actions of the committees are considered recommendations to the County Board or appropriate committee.

J. Quorum

A quorum is necessary for transaction of business. A majority of the members of the Board constitutes a quorum and no business shall be transacted unless approved by a majority (three votes) of the whole County Board (Minnesota Statutes 375.07). Less than a majority of members may convene a meeting, but no business may be transacted. Less than a majority may adjourn the meeting.

Any County Board member who, for any reason, anticipates or plans an absence at any regular or special meeting, is encouraged to contact the County Board Chair or the County Administrator to indicate his or her planned absence.

K. Role of Presiding Officer (Chair)

The presiding officer of the meeting is the Chair. In the absence of the Chair, the presiding officer will be a Vice Chair. The duties and powers of the presiding officer include the following:

1. Preside at all meetings of the County Board.
2. Preserve order and decide questions raised by members subject to appeal to the Board.
3. Vote all questions regularly moved and announce the result.
4. Serve as representative of the Board in execution of contracts, orders, determinations, and minutes of the Board.

5. At discretion of the Chair, the Chair may allow individuals greater than the 3 minute time limitation during Citizen's Forum for topic experts, or for individuals speaking for multiple parties.

L. Addressing the County Board

Formal protocol is used when speaking to the County Board. The County Board Chair is addressed as Mr. /Madam Chair and other Commissioners are addressed as Commissioner or Commissioner "last name". Members of the public may speak on any matter before the County Board when recognized by the Chair and within established procedures as outlined in the guidelines.

M. County Administrator

The County Administrator or designee shall attend all meetings of the County Board. The County Administrator represents the staff at the meetings. The County Administrator may participate in the discussion or recommend a resolution or action to the County Board. A member of the Board may call on the County Administrator to participate in the discussion or request a verbal recommendation on any subject pending before the Board.

The County Administrator or designee shall prepare a written agenda for all regular and special meetings of the County Board. The County Administrator or designee shall also:

1. Makes regular entries of all Board resolutions and decisions upon all questions.
2. Records the vote of each member on any question submitted to the Board.
3. Preserves and files all business acted upon by the Board.
4. Certifies, under seal of the County, copies of any and all resolutions or decisions of the Board.
5. Performs such further duties as designated by the Board.

V. RULES OF PROCEDURE

A. Statement of Purpose of the Board

The County Board is the body charged by law with the ultimate management and control of all of the affairs of Chisago County. As such, it operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the County within the framework of state and federal law and ordinances the County Board may adopt. The various elected and appointed officials charged by law or the County Board with the operation of substantive areas of service delivery must conduct the management of their respective departments within the limits established by law and the County Board.

B. Statement of Principles of the Rules

The foundation for Rules of Order lies in the basic and enduring principles of rights. Specifically enunciated, these rights include the right of the majority to rule, the right of the minority to be heard, and the right of the individual to participate in the decision-making process. Along with these rights are important canons of efficiency; namely, attend to one matter at a time, and the balancing of the affirmative and negative factions to a pending matter.

Finally, the Rules foster courtesy and decorum, holding firm to the maxim that one must debate motions, not members. All members should conduct themselves in a professional manner at all times.

C. Statement of Purpose of the Rules

The Rules intend to strike a procedural balance that considers all principles and enunciates a specific process by which those principles interact and work. The Rules are representative of principles, both to give specific guidance on method and to provide a reasonable compromise in the event of conflict.

IF AN ISSUE IS NOT COVERED UNDER THE CHISAGO COUNTY BOARD OF COMMISSIONERS RULES OF PROCEDURE, ROBERT'S RULES OF ORDER (NEWLY REVISED) WILL APPLY.

VI. TYPES OF COUNTY BOARD ACTION

A. Resolution

The County Board takes formal actions by resolution (Minnesota Statutes 373.02), ordinance (Minnesota Statutes 375.51), or a motion, second and majority support by members of the Board. A motion may be introduced by any member of the County Board.

The main motion in the form of a resolution is the means by which a member may present a substantive proposal to the County Board for consideration and action. Since it is the basic motion for the transaction of business only one subject may be considered at a time and the main motion may be postponed only when no other motions are before the County Board.

B. Ordinance

The County Board may take formal action by ordinance (Minnesota Statutes 375.51.) An ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the affairs of the County Board. Action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.

C. General Consensus

The County Board provides informal direction by consensus. Informal direction is most often used to provide staff with preliminary Board perspective on a matter which will require future formal action. Informal direction is also used to provide additional

insight into formal actions previously taken. Informal direction standing alone does not establish Board policy or authorize action.

D. Policy Development

Authority for the development of policies in Chisago County is granted to the County Board through Minnesota Statutes Chapter 373 (Counties, Powers, Duties and Privileges), Minnesota Statutes Chapter 375 (County Boards) and other statutes.

With the powers granted within these statutes, the County Board may delegate certain authority, as appropriate. These delegations on authority may be rescinded at any time by the Board.

The County Board may at any time refer an item or resolution to the appropriate Committee for further review and deliberation.

VII. COUNTY BOARD AGENDA

A. Preparation and Distribution

The County Administrator shall cause preparation of the agenda and supporting material for each regular and special meeting. Members of the Board may request an item to be placed on the agenda by informing the County Administrator.

Copies of the agenda and supporting material are made available to County staff, public, and media as appropriate. A distribution list is maintained in the County Administration office. Members of the public who are interested in following issues considered by the Board may register their name and address with County Administration to be placed on the agenda distribution list.

The agenda and minutes are available on the Chisago County web site at www.chisagocounty.us.

B. Order of Business

The order of business for each regular meeting of the County Board shall be as follows:

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Committee of the Whole – either Road and Bridge or Health and Human Services
5. Approval of Previous Meeting Minutes
6. Business
7. Citizens Forum – Citizens Forum is held after all business has taken place or at the discretion of the Board Chair
8. Committee reports
9. Adjournment

The order of business may be changed as needed to accomplish objectives and priorities of the meeting. The order of business may be changed at the recommendation of the Chairperson, any members of the Board, or the County Administrator, subject to County Board consensus.

C. Agenda

The agenda consists of all items which require discussion, review, or action. Items of business within the agenda are considered individually and in the order of business noted on the agenda or at the discretion of the Board Chairperson.

D. Committee Reports/Commissioner Updates

Commissioners will give reports or updates on various meetings attended on a monthly basis.

E. Official Records

The County Administrator or designee (Clerk of the Board) shall cause preparation of the official minutes of each meeting. Board

meeting minutes shall be kept in accordance with all provisions of statute in order to provide an accurate record of County Board actions. The record is not intended to be a verbatim transcript of all discussion and debate; the record is primarily a compilation of official actions.

The minutes of the County Board meeting shall be prepared and submitted for approval at the next succeeding County Board meeting. Official proceedings of County Board meetings shall be published in the official County newspaper (Minnesota Statutes 375.12). The official Board proceedings are distributed to staff and interested parties and are also available on the Chisago County web site at www.chisagocounty.us.

The official public record of County Board meetings is available in the County Administration office.

All regular County Board meetings will be broadcast on the Chisago County website at www.chisagocounty.us.

VIII. COUNTY BOARD COMMITTEES

A. Special Committees

The Board may establish a special committee or task force as deemed necessary. A special committee or task force shall advise the Board as directed and may report recommendations to the Board for appropriate action. Unless expressly stated in the creation of the special committee or task force, it shall automatically dissolve when its work is accepted by the Board.

IX. ADVISORY COMMITTEES

A. Policy

The County Board appoints individuals/citizens to various boards, committees, or commissions, (hereinafter referred to as committees) which have been established by the County Board or pursuant to Minnesota Statutes and in Board policy. The County Administration will maintain a complete list of committees and their underlying source of creation.

The current list of committees is available in the office of the County Administrator.

B. Role and Purpose of Committees

Each committee serves a statutory, policy, or operational purpose to further the interests of Chisago County. Each committee may have specific staff assigned and designated to support its function. The function and reporting relationship to the Board varies from committee to committee.

Committees are established to serve a variety of functions. The fundamental purposes for utilizing committees in support of County government are:

1. To involve members of the public in the decision making process.
2. To meet requirements of state law.
3. To ask residents to help define community standards and norms.
4. To provide technical expertise in certain areas.
5. To serve as advocates for the County.
6. To provide an independent sounding-board for issues, ideas, and policy matters.

C. Operating Procedures

Appointments are made by the County Board. Individuals appointed by the County Board to committees are authorized to

receive a per diem reimbursement for attendance at regular or special meetings of such committees. An annual resolution establishing the per diem rate is adopted by the County Board at the annual organizational meeting.

Additionally, Minnesota Statutes 375.06 provides, in part, that “members of the County Boards in counties other than Hennepin, Ramsey, and St. Louis may be paid a per diem pursuant to section 375.055, subd.1, for each day necessarily occupied in the discharge of their official duties while acting on any committee under the direction of the Board...” Furthermore, the Minnesota Attorney General has concluded:

Thus, County Commissioners are authorized to receive annual salaries and may also be paid “per diem” for performing the duties of office, including work on committees “under the direction of the Board,” and individual services as commissioners “when required by law.”

Compensation shall not be authorized for public officials or employees of other jurisdictions who serve on such committees or advisory bodies by virtue of their office.

D. Resignations

All written and verbal resignations of committee members are acknowledged by the Board and authorization is given to begin the open appointments process to fill the vacancy.

E. Terms

The terms of the appointees to the various committees vary per committee, pursuant to Minnesota Statutes or at the discretion of the County Board. The County Administrator maintains a complete list of all committees, including information on member terms and applicable term limits. Annually, the County Administrator will

request all advisory committee members to express their interest in remaining on their respective committee.

F. Ex-Officio Members

Ex-Officio members on any committees are non-voting members.

G. Appointment of Chairs

Chairs of various committees are selected according to committee bylaws.

X. CODE OF ETHICS

Effective county government is premised upon public respect and confidence in the integrity and principles of the elected Board members.

It is the belief of the County Board that the trust bestowed upon them as elected officials is of utmost importance in the relationship between themselves and the public. With this belief, the following statements serve to augment the Code of Ethics and further emphasize the priority and commitment the County Board has placed on ethical standards.

In the execution of their official duties, all County Board members shall strive to:

- Observe the highest moral and ethical standards.
- Maintain and respect confidentiality or private and confidential information.
- Avoid discrimination against any person on the basis of race, color, sex, religion, creed, national origin, age, disability, marital status, place of residence, or status with regard to public assistance.
- Comply with the ethical obligations imposed by law, including Minnesota Statutes 10A.07, 10A.071, 382.18, 471.87-895, including, where appropriate, disclosing conflicts of interest, abstaining

from decision-making, eliminating conflicts of interest, and declining gifts.

- Work to create a positive environment in public meetings where all individuals may feel comfortable in their roles as observers or participants.
- Allow citizens, staff, or colleagues sufficient opportunity to present their views. Be tolerant, respectful, attentive and professional at all times. Avoid comments, body language, or distracting activity that conveys a message of disrespect for the presentations from citizens, staff, or colleagues.

XI. CITIZENS

A. Public Communication

Individual Citizen Outreach. The County Board believes members of the public have the right to be informed of the Board's process and decisions and should have the opportunity to present their views to the Board. Meetings are open to the public. Board agendas are available on the county website, by email, or mailed to interested parties at their request. The County Board encourages the residents of Chisago County to participate in all aspects of the Board's business, including citizen committees, commissions, and advisory groups.

Information/News Media Outreach. Chisago County information is distributed through announcements to local news media and in articles provided by staff to local news publications. Information is also available on the Chisago County web site.

Public Hearings Outreach. The County Board is interested in securing optimal public input on matters of business. In addition to hearings required by law, public hearings and open forums may be conducted at the discretion of the Board.

B. Open Meeting Law

All regular and committee meetings of the County Board and notice of such meetings are subject to Minnesota Statutes Chapter 13D.01: Open Meeting Law.

The County Board may hold closed meetings as authorized by Minnesota Statutes Chapter 13D.01. Before closing a meeting, the Board will state on record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

C. Audience Participation at Board Meetings

It is the intention of these rules to support the interest of the general public in following Board business during their meetings.

Audience/Citizen's Comments. Interested citizens have an opportunity to appear and speak on any issue or topic related to County Board business in accordance with the Rules of Conduct.

To the extent possible, interested citizens shall notify the County Administration office of their intent to speak at the meeting and the issue to be discussed. In an effort to encourage efficiency and early resolution of issues, the County Board recommends that citizens first contact staff to try to resolve matters before coming formally to the County Board meeting.

Distribution of the Agenda. Members of the public who are interested in following issues considered by the County Board may register their name and email address with the County Administrator to be placed on the agenda distribution list. The agendas are emailed prior to the regularly scheduled County Board meeting. As previously stated, the agenda and supportive materials are made available to the public at the County Board meeting.

D. Responding to Correspondence/Inquiries/Complaints from Citizens

County Board members and staff are committed to customer service and will endeavor to provide timely and efficient response and communication to the citizens of Chisago County.

Written. Upon receipt of a written inquiry, request for information, or complaint about Chisago County business which has been sent to a Board member, upon notification and directions from the County Administrator or designee, staff will confer with the member to determine the appropriate course of action. The inquiry will be handled as directed with the County Administrator or designee advising the Board member(s) upon completion.

Telephone. Incoming telephone calls requesting a specific Board member are forwarded to the Board member per his/her instructions. Administration staff will periodically review with Board members the preferred methods of handling telephone inquiries. Every effort will be made to maintain open lines of communication between Board members and their constituents.

Telephone calls requesting information about specific areas of County business are forwarded to the appropriate department. Customer service is of primary importance to the County Board and staff.

XII. STAFF

A. County Administrator

The position of County Administrator is established pursuant to Minnesota Statutes 375A.06. The County Administrator is the administrative head of the County, responsible for the administration of the affairs of the County delegated to him/her by

Minnesota Statutes and the County Board. The County Board has approved a job description which outlines in detail the duties and responsibilities of the County Administrator.

In general, the County Administrator supervises the departments which function under the jurisdiction of the Chisago County Board. The County Administrator coordinates the various activities of the County, unifies the management of its affairs, and makes recommendations to the Board regarding the structure of County departments and functions, including reporting relationships, physical facilities, and locations. The County Administrator is accountable for hiring, training, advising, motivating, and appraising the performance of subordinates.

The County Administrator recommends the annual budget and long-range capital expenditure programs to the Board for approval.

The County Administrator recommends to the Board proposed policies concerning the administrative affairs of the County. The County Administrator will keep the Board informed, make recommendations, and comment upon legislative initiatives which affect the County and, as directed by the Board, will represent the County in its relations with other governments. The County Administrator has authority over the non-elected department heads, recommends short and long-term goals to the Board, and periodically measures organizational and individual accomplishments against goals, objectives, and timetables.

The County Board is responsible for annually evaluating the performance of the County Administrator and will review the evaluation with the Administrator. The evaluation results will be reviewed with the County Board and a copy of the evaluation will be placed in the Administrator's personnel file. During the course

of the year, if Commissioners have performance concerns regarding the Administrator, they are encouraged to discuss said concerns with the Chair and Vice Chair.

B. Role of Staff

The County Administrator, with the support of staff, in a timely and responsible manner, answers inquiries and requests regarding issues and concerns brought by Board members or the citizens of Chisago County. In certain instances, Board members may want assistance of County staff in evaluating policy and/or programmatic changes. Board members who wish to initiate policy or program change are encouraged to first present such requests for discussion and possible direction to the County Administrator and staff.

Functions which are deemed routine, such as interpretation of policy and procedure, general constituent business, and/or research which require minimal time may be directed, by the Board or individual member, to the County Administrator or designee for action.

C. Legislative Protocol for Staff

Staff participation should be immediately communicated to the County Administrator.

If a member of staff lobbies in a professional capacity, either at the request of a legislator or a professional association, she/he must note in testimony that she/he is speaking as a professional, not as a County representative. Any testimony given or contacts made by staff should be communicated to the County Administrator. Staff should not presume to speak for the County Board unless the Board's positions have been reviewed or staff has checked with the Board on specific issues.

When the County is paying the dues for membership in a professional association, staff should not take a position within that professional association that is inconsistent with County Board policy.

Staff and appointed representatives shall notify the County Board of a pending appointment to an advisory board or task force initiated outside of the scope of County Board authority.

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 5
Title of Item for Consideration: Establish 2025 Meeting Schedule	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners is asked to establish the Regular Meeting schedule for Chisago County Board Meetings. • In 2015 - 2024, the Chisago County Board of Commissioners met at 6:30 p.m. on the first and third Wednesdays of each month. • The Board would then immediately recess for the monthly Health and Human Services Committee of the Whole meeting, to begin at 6:30 p.m. on the first Wednesday of the month. • The Board would similarly recess for the monthly Road and Bridge Committee of the Whole meeting, to begin at 6:30 p.m. on the third Wednesday of the month.	
Background: The Board is respectfully requested to determine the dates of the Regular Meetings of the Chisago County Board of Commissioners. The Board may also elect to set the dates and times of when the Health and Human Services Committee of the Whole meets and when the Road and Bridge Committee of the Whole meets. Attachment: • Draft Resolution Establishing Dates and Times for the Regular Meetings of the 2025 Chisago County Board of Commissioners • Draft 2025 Meeting Dates of the Chisago County Board of Commissioners	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners establish the Board Meeting Schedule for 2025 via the attached Resolution. The following motion is suggested: <i>“Move to adopt the 2025 Chisago County Board of Commissioners Meeting Schedule via the attached Resolution”</i>	

Implications of Action: By adopting the attached Resolution, the Chisago County Board of Commissioners will establish the dates and times of the Regular Meetings of the Board of Commissioners, as well as of the Regular Meetings of the Health and Human Services Committee of the Whole and the Road and Bridge Committee of the Whole.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 25/0107-XX
DEFINING THE 2025 MEETING SCHEDULE
FOR THE CHISAGO COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, by the Chisago County Board of Commissioners that next regular meeting of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on Wednesday, January 15th, 2025, commencing at 6:30 p.m.; and

BE IT FURTHER RESOLVED, by the Chisago County Board of Commissioners that from and after January 8th, 2025, regular meetings of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on the first and third Wednesday of each month, commencing at 6:30 p.m. on the first Wednesday of each month and commencing at 6:30 p.m. on the third Wednesday of each month; and

BE IT FURTHER RESOLVED, that the meetings on the first Wednesday of each month shall start with the Health & Human Services Committee of the Whole and followed by the Citizen's Forum after all business has been completed; and

BE IT FURTHER RESOLVED, the meetings on the third Wednesday of each month shall start with the Road & Bridge Committee of the Whole and followed by the Citizen's Forum after all business has been completed ; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 1, Minnesota Statutes, a schedule of the regular meetings of the Chisago County Board of Commissioners shall be kept on file at its primary offices, located in Suite 170 of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota; and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the County Board falls on a legal holiday pursuant to Section 645.44, Subd. 5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday; and
BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 2, Minnesota Statutes, Special Meetings of the Chisago County Board of Commissioners may be called by posting notice of the meeting on the County's principal bulletin board and with three days' notice published in the official newspaper or mailed to each person who has filed a written request for such meetings; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 3, Minnesota Statutes, Emergency Meetings may be called when, in the judgment of the Chisago County Board of Commissioners, circumstances require immediate consideration and a good faith effort is made to contact the media and each person who has filed a written request for notice of such meetings.

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

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

OPPOSED: None

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

Approved: January 7, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

2025 MEETING SCHEDULE

January

- January 7th, 2025 (Tuesday @ 9 AM)
 - Annual Meeting, pursuant to M.S. 375.07
- January 15th, 2025

July

- July 2nd, 2025
- July 16th, 2025

February

- February 5th, 2025
- February 19th, 2025

August

- August 6th, 2025
- August 20th, 2025

March

- March 5th, 2025
- March 19th, 2025

September

- September 3rd, 2025
- September 17th, 2025

April

- April 2nd, 2025
- April 16th, 2025

October

- October 1st, 2025
- October 15th, 2025

May

- May 7th, 2025
- May 21st, 2025

November

- November 5th, 2025
- November 19th, 2025

June

- June 4th, 2025
- June 18th, 2025

December

- December 3rd, 2025 (TNT Hearing)
- December 17th, 2025

**All Board Meetings begin at 6:30 p.m. at the
Chisago County Government Center in the Boardroom**

Every Meeting has a 'Citizens Forum.' It is an opportunity for all interested citizens to have an opportunity to appear and speak on any issue or topic related to County Board business. It is held every meeting after all County Business is completed.

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 6
Title of Item for Consideration: 2025 Mileage, Lodging, and Meal Reimbursement Rates	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Board of Commissioners establishes the authorized mileage, lodging and meal reimbursement rates. For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a County vehicle is available. Traditionally, the Board has set the lodging and meal reimbursement rates at the rates established by the GSA (General Services Administration). Background: The Board of Commissioners establishes/reaffirms the mileage, lodging and meal reimbursement rates every year because it recognizes that employees and elected officials may be required to travel to perform their assigned duties. By establishing a mileage reimbursement rate, the county defines reimbursement costs paid to employees when employees are required to drive to perform their duties and a county vehicle is unavailable for use. For 2025, the federal maximum allowable rate is \$.75. For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a county vehicle is available (\$.35 in 2024)	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board establish the 2025 mileage reimbursement rate at \$.75 per mile and \$.35 per mile when a personal vehicle is used when a county vehicle is available for usage and the rates set by the GSA for lodging and meals. The following motion is suggested:

“Move to establish the 2025 mileage reimbursement rate equal to the federal maximum allowable rate; as \$.75 per mile, and to establish the 2025 mileage reimbursement rate at \$.35 per mile, when at the driver’s discretion, a personal vehicle is used, rather than an available County vehicle and the rates set by the GSA for lodging and meals.”

Implications of Action: If the recommended action is undertaken, the County Board will have set the mileage, lodging and meal reimbursement rates for 2025.

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 _____

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number. 7
Title of Item for Consideration: Annual Review of Perfunctory Personnel/Human Resources Actions	
Action Requested by: Board of Commissioners	Department: Administration/Human Resources
Previous Action on this Matter: January 2 nd , 2018 County Board approval of revised Perfunctory Personnel/HR Procedures via Resolution (with annual review) and approved again in January 8 th , 2019, 2020, 2021, 2022. 2023 and 2024.	
Background: In an effort to streamline Personnel/Human Resource practices and procedures, the County Board of Commissioners made the following administrative adjustments, effective in 2012 and reaffirmed in 2013 - 2024. <u>Step Increases/Promotions:</u> • Authorized the Administrator/Human Resources Department to execute perfunctory Step Increases when duly included in the Board-approved Annual Budget and in Board-approved labor agreements (represented) and personnel policies (non-represented). • Maintained that irregular Step increases, promotions, and the like will be presented to the Board for individual consideration. The recommended changes have had the effect of facilitating timely awarding of step increases, increasing organizational efficiency, and reducing perfunctory actions scheduled for the Board. <u>Recruitment, Selection & Hiring:</u> • Authorized the Administrator/Human Resources Department to execute routine recruitment, selection and hiring processes for County employees below the level of Department Director, pursuant to County Personnel Policies and Procedures, when such position's FTE is duly established and funding is included in the approved Annual Budget. • Maintained that positions for Department Director or above, requests for new or modified positions, and actions involving irregular or special	

circumstances positions are presented to the Board for individual consideration.

The recommended changes have had the effect of facilitating timely recruitment, selection and hiring of certain County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.

Retirement, Resignation & Discipline:

- Authorized the Administrator/Human Resources Department to execute personnel actions relating to employee retirement, resignation, discipline and termination of County employees below the level of Department Director, pursuant to federal and state statutes, County Board-approved labor agreements, and personnel policies and procedures.
- Maintained that such actions relative to positions for Department Director or above, irregular actions or actions relating to special circumstances will be presented to the Board for individual consideration.
- Required that staff regularly inform the Board of all personnel actions via written communication and/or oral updates at Board meetings.

The recommended changes have had the effect of facilitating timely action on personnel issues relating to County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.

Attachment(s):

- 2025 Resolution regarding Perfunctory Personnel/HR Functions

Action Requested/Recommended: From a staff perspective, the current County policy has worked well in streamlining these perfunctory HR functions and aiding County departments in the recruitment, selection and hiring process. A Resolution reflecting the County Board's annual review of these Perfunctory Personnel/HR Actions is attached. Board affirmation of such may be undertaken via the following motion:

"Move to approve the Attached Resolution affirming the County's policy regarding routine Personnel and Human Resource Actions."

Implications of Action: Annual renewal of the current policy will have the effect of continuing timely action on routine personnel issues relating to County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.

- **ADMIN/HR** – Annual renewal will have the effect of continuing more streamlined and efficient handling of recruitment, selection, hiring and management of County employees.
- **BUDGET** – The proposed policy changes will have no impact on the County's 2025 budget, as all allowed personnel actions will have already been incorporated into the 2025 budget. No additional long-term (i.e. out-year) financial implications are anticipated from this action.
- **POLICY** – Annual renewal will have the effect of continuing County policies with respect to routine personnel actions or Board approval of non-routine or significant personnel actions.
- **LEGAL** – The County Attorney has previously issued an Opinion regarding these changes and approved the enabling Resolution. Annual review by the Board of these perfunctory Personnel/HR actions *is mandated* by the enabling Resolutions. This policy is in conformance with all applicable state and federal regulations and statutes regarding management and implementation of County personnel actions.

Administrator's Recommendation

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



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

Commissioner _____ offered the following resolution and moved its adoption:

**RESOLUTION NO. 25/0107-X
DELEGATING CERTAIN HUMAN RESOURCE AND
PERSONNEL FUNCTIONS TO COUNTY ADMINISTRATOR**

WHEREAS, Minnesota Statute § 375.18, subd. 2 provides that a County Board has the power to manage county business and make orders concerning them as it deems expedient; and

WHEREAS, Minnesota Statute § 375A.06 sets forth the functions of the County Administrator as exercising general supervision over all county institutions and agencies and responsible for proper administration of county affairs, with those relating to certain Human Resources and Personnel management requiring approval of the County Board; and

WHEREAS, the County Attorney has opined that certain elements of such personnel and human resource functions may be delegated to the Administrator at the discretion of the County Board.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Chisago County that the following Personnel and Human Resource functions are hereby delegated to the Administrator:

- Routine, perfunctory Step Increases for County employees, when duly included in the Board-approved Annual Budget and in Board-approved labor agreements (represented) and personnel policies (non-represented).
- Routine recruitment, selection and hiring processes for County employees below the level of Department Director, pursuant to County Personnel Policies and Procedures, when such position's FTE is duly established and when such position's funding is included in the Board-approved Annual Budget.
- Those personnel actions relating to employee retirement, resignation, discipline and termination of County employees below the level of Department Director, pursuant to federal and state statutes and subject to County Board-approved labor agreements, and personnel policies and procedures.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Board of Chisago County that such delegation, intended to facilitate more timely action on certain personnel issues and increasing organizational efficiency, will be annually reviewed and affirmed by the County Board.

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

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

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

Approved: January 7, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number. 8
Title of Item for Consideration: 2025 Board Committee Assignments	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter. Every year, the County Board of Commissioners is asked to discuss and/or establish which Commissioners wish to be assigned to which committees. Typically, the new Board Chairperson then proposes Committee Assignments for final review and action by the Board in January. The Board of Commissioners confirms who will be the designated Member(s) and who will be designated Alternate(s) for each approved Committee.	
Background: The Board of Commissioners establishes/reaffirms Committee assignments every year. A motion, voted on by the entire Board, will be needed to affirm/change an assignment of a Commissioner. There are currently 38 committees designated as official committees, wherein Commissioners are seated as official County representatives/members. Today's discussion provides an opportunity for the entire Board to review current assignments and suggested Board Chair changes or corrections for 2025. Attachment: • Draft Resolution Establishing County Commissioner Committee Assignments for 2025 • List of 2025 Committee Appointments	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board discuss and designate the 2025 Commissioners' Committee Listing. The following motion is suggested, if action is warranted: <i>"Move to approve, by Resolution, the 2025 Commissioners' Committee Assignments, as designated at Today's meeting."</i> Otherwise, it is recommended the new Board Chairperson receive input at	

today's Meeting and prepare this item for consideration at the next Board Meeting.			
Implications of Action: If action is taken, the County Board will have established Board Committee assignments for 2025. 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 _____

2025 Commissioner's Committee Listing

1/7/2025

BOARD OR COMMITTEE	COMMISSIONER(s)	MEETING DATE
Association of MN Counties	Full Board	Varies
Budget & Finance Committee	Full Board	2nd Wednesday @ 3 p.m.
Central MN Council on Aging	Greene (Montzka - Alt.)	Usually 3rd Thursday every other month
Chisago County Emergency Preparedness Committee/Emergency Operations Committee	Swenson (Dahlberg - Alt.)	Quarterly
Chisago Lakes Joint Sewer Commission	Dunne (Montzka - Alt.)	Monthly. Usually 3rd Monday @ 3:30pm
Chisago/Ramsey/Washington Commuter Rail Study-Rush Line Task Force	Montzka (Dunne - Alt.)	As Needed. Usually 3rd Thursday @ 3:30pm
East Central Regional Library Board	Swenson (Montzka - Alt.)	2nd Monday @ 10:00am
East Central Solid Waste & 2 County Landfill, Recycling	Greene (Montzka - Alt.)	2nd Monday @ 9:00am
East Central Regional Dev. Commission and Subcom: Metro Area Transpo. Partnership	Montzka (Greene - Alt.)	4th Monday bi-monthly
Health & Human Services Committee Subcom: HHS Subcommittee	Full Board Swenson, Dunne (Montzka - Alt.)	1st Wednesday @ 6:30pm SubCom meets Quarterly
Highway 8 Task Force	Dunne, Greene (Montzka - Alt.)	Usually meets on Mondays bi-monthly or quarterly
HRA-EDA	Dunne, Greene - Board Liaisons (non-voting)	Last Tuesday @ NOON
Joint Job Training Board Subcom A.) CMJTS, Inc. Operations Subcom B.) WIB Executive Committee Subcom C.) Workforce Dev. Committee	Greene (Swenson - Alt.)	2nd Friday (March, June, Sep, Dec) @ 12:15pm
Human Resources/Labor Relations	Dunne, Greene (Montzka, Swenson - Alts.)	<i>Quarterly or As Needed</i>
Lakes & Pines Board Subcom: Negotiations	Dahlberg	Bi-Monthly, 3rd Monday
Law Library, Court Liaison	Montzka	Quarterly or As Needed
Legislative Committee	Full Board	As Needed
Metro Emer Srvs Board (MESB) Subcom A.) Executive Subcom B.) Radio Cost Allocation	Greene	
NACO	Full Board	As Needed
Parks Board	Dahlberg (Montzka - Alt.)	3rd Thursday @ 3:30pm
Planning Commission	Greene, Dahlberg - Board Liaisons	1st Thursday @ 7:00pm
Public Health Commission	Dunne (Montzka - Alt.)	As Needed
Regional Juvenile Detention Facility-Lino Lakes	Dahlberg (Dunne - Alt.)	Quarterly
Road & Bridge Committee of the Whole	Full Board	3rd Wednesday @ 6:30pm
So. Center/So. Lindstrom Sanitary Sewer District	Dunne	Bi-Monthly
Solid Waste Advisory Committee	Greene (Dahlberg - Alt.)	2nd Thurs-June & Dec. 2pm
Township Association	Greene, Dahlberg	Last Wednesday @ 7:00pm
U of MN Extension Committee	Dahlberg, Greene (Swenson - Alt.)	<i>Quarterly, 1st or 3rd Thursday</i>
Water Plan Policy Team	Dahlberg (Greene - Alt.)	2nd Monday, <i>Bi- Monthly</i>
Lower St. Croix One Watershed One Plan Policy Committee	Dahlberg (Greene - Alt.)	As Needed/Quarterly. Next Meeting - 4PM Jan 28 2019

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 9
Title of Item for Consideration: Designation of a Newspaper for Official Publications	
Action Requested by: Board of Commissioners	Department: Administration
Previous Action on this Matter: Pursuant to M.S. 331A.04, the Chisago County Board of Commissioners designated the Chisago County Press as the Newspaper for Official Publications in January 2020 for a term of up to three (3) years. Annually, the Board has reaffirmed the designation to continue publishing in the same newspaper.	
Background: Pursuant to M.S. 331A.04, the Chisago County Board of Commissioners shall designate a Newspaper for Official Publications of public notices, board proceedings, and other statutory publications. In January 2023, the Chisago County Press was designated as the Newspaper for Official Publications for a term of three years (2023-25). As per M.S. 331A.06, Subd. 5, the County may also, <i>"to better inform the public, increase the frequency of publication of a public notice beyond the minimum required by a particular statute. It may use forms and styles for the notice as it deems appropriate, including the use of display advertisements and graphics. In addition to publication in the newspaper required to be designated under section 331A.04, it may publish or disseminate the notice in other newspapers and by means of standard and electronic mail. Regardless of whether a particular statute specifies "legal notice," "public notice," "notice," or uses similar terms, the governing body may use whatever form for the published notice that it deems appropriate in order to adequately inform the public, subject to the requirements of sections 331A.01 to 331A.11."</i> Some Chisago County Departments have budgeted for and published certain notices, publications and advertisements in other local newspapers, including for employment recruitment, elections and tax information, and countywide public notifications.	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners, pursuant to M.S. 331a.05 Subd. 5, reaffirm the Chisago County Press as the Newspaper for Official Publications for 2023-25. The suggested motion is as follows:

“Move to reaffirm the Chisago County Press as the Newspaper for Official Publications for 2023-25.”

Implications of Action: Recommended Board action would reaffirm the Newspaper for Official Publications for Chisago County, in compliance with M.S. 331A.04.

Budget/Financial Implications: The approved 2025 Budget included approximately \$85,000 for official publications (the same at 2024).

Legal/Policy Implications: The proposed activities are 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 _____

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number. 10
Title of Item for Consideration: 2025 Citizen Appointments to Various Boards/ Committees/Commissions	
Action Requested by: Board of Commissioners	Department: Admin./Clerk of the Board
Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.	
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments. <u>Board of Adjustment and Appeal</u> District 2 – 1/5/2025 – 1/4/2028 – Jolene Wille <u>Extension Committee</u> District 2 – 1/7/2025 – 1/4/2028 – NONE District 3 – 1/7/2025 – 1/4/2028 – Angela Mallery (re-appointment) District 4 – 1/7/2025 – 1/4/2028 – Chip Yeager (re-appointment) <u>HRA-EDA</u> District 2 – 1/7/2025 – 12/31/2030 – Cathy Bennett District 3 – VACANCY – 01/04/2022 to 12/31/2026 – Chris DuBose <u>Park Board</u> District 2 – 1/7/2025 – 1/4/2028 – Jolene Wille (re-appointment) District 5 – 1/7/2025 – 1/4/2028 – Allen Siedow (re-appointment) <u>Planning Commission</u> District 4 – 1/1/2025 – 12/31/2027 – Chip Yeager (re-appointment) At-Large – 1/1/2025 – 12/31/2027 – Jolene Wille (re-appointment)	

At-Large – 1/1/2025 – 12/31/2027 – John Sutcliffe (re-appointment)

Water Plan Policy Team

4 At-Large – 1/7/2025 – 1/4/2028 – Dawn White (re-appointment), Robert Klatt (re-appointment)

One Watershed One Plan

2 At-Large and 2 Alternate – 1/7/2025 – 12/31/2026 – NONE

Attachments:

- Citizen Applications

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissioners for the identified terms. The following motion is suggested to appoint/reappoint each individual:

***“Move to appoint _____ as a representative on the
; effective January 1st, 2025 thru _____.”***

Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations.

Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2025 Budget for the identified Boards/Committees/ Commissions.

Legal/Policy Implications: The proposed activities are 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 _____



2025 Citizen Appointments to
Various Boards/ Committees/Commissions

as of January 7, 2025

Board of Adjustment and Appeal

District 2 – 1/5/2025 – 1/4/2028 – Jolene Wille

Extension Committee

District 2 – 1/7/2025 – 1/4/2028 – NONE

District 3 – 1/7/2025 – 1/4/2028 – Angela Mallery (re-appointment)

District 4 – 1/7/2025 – 1/4/2028 – Chip Yeager (re-appointment)

HRA-EDA

District 2 – 1/7/2025 – 12/31/2030 – Cathy Bennett

District 3 – VACANCY – 01/04/2022 to 12/31/2026 – Chris DuBose

Park Board

District 2 – 1/7/2025 – 1/4/2028 – Jolene Wille (re-appointment)

District 5 – 1/7/2025 – 1/4/2028 – Allen Siedow (re-appointment)

Planning Commission

District 4 – 1/1/2025 – 12/31/2027 – Chip Yeager (re-appointment)

At-Large – 1/1/2025 – 12/31/2027 – NONE

At-Large – 1/1/2025 – 12/31/2027 – NONE

Water Plan Policy Team

4 At-Large – 1/7/2025 – 1/4/2028 – Dawn White (re-appointment), Robert Klatt (re-appointment)

One Watershed One Plan

2 At-Large and 2 Alternate – 1/7/2025 – 12/31/2026 – NONE

Board of Adjustment and Appeal

Name:	Jolene Wille
City:	Center City
In which Commissioner District do you reside?	District #2
If you reside in a Township, please list:	Chisago Lakes, North
List experience or skills you have relating to the appointment you are seeking:	Currently, I serve as Chair of both the Park Board and the Planning Commission for Chisago County. As I reflect on my time during this reapplication process, I am very grateful for the experiences I've gained in these roles. As an avid supporter of our park community, I take pride in my work with the Park Board and look forward to the opportunity to continue my efforts there. Serving on the Planning Commission has allowed me to contribute to the substantial work of updating zoning and ordinances while deepening my appreciation for the rules, regulations, and processes involved. As Chair, I consider it my privilege to ensure that our community members are heard and understood. One key takeaway from this role has been the growth of my confidence in understanding the requirements and suggested actions presented to the Board. This experience will also be valuable as I move into the decision-making responsibilities of the Board of Adjustment.
List special or personal interests relating to the appointment you are seeking:	As a lifelong resident of Chisago County, I understand and appreciate the importance of community and the needs of its residents. Working locally in such a social environment allows me to connect with various subgroups within our community. As an avid learner and reader, I enjoy the challenge of understanding the applications of rules and regulations that affect our community. I believe serving on local boards presents a valuable opportunity to recognize the important role that local government plays in engaging with citizens. As someone deeply rooted in this community, I believe I can offer a fair perspective on the concerns of its members while upholding their integrity and my own.
Why do you want this appointment?	With my lived experience as a community member and my professional background serving on county-level boards, I believe I am

a strong candidate for a seat on the Board of Adjustment. I am confident in my impartiality, which will allow me to effectively work through appeals brought to the board. Ultimately, this role is about hearing, understanding, and making decisions regarding variance requests that relate to the responsible use of land in our area. It is with great pride that I serve this community and it would be an honor to extend my work to the Board of Adjustment.

Extension Committee

Name:	Angela Mallery
City:	Lindstrom
In which Commissioner District do you reside?	District #3
List experience or skills you have relating to the appointment you are seeking:	Re-apply. My current term ends in November.
List special or personal interests relating to the appointment you are seeking:	I am a Master Gardner,
Why do you want this appointment?	Re-apply. My current term ends in November

Name:	Charles (Chip) Yeager
City:	Wyoming
In which Commissioner District do you reside?	District #4
If you reside in a Township, please list:	Wyoming
List experience or skills you have relating to the appointment you are seeking:	Eighteen years membership, recently re-elected for twelfth year as chairman.

List special or personal interests relating to the appointment you are seeking:	Plot tenant at Wyoming community garden since its opening in 2011.
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Why do you want this appointment?	Special interest in community gardens per above; opportunity to work with Master Gardeners
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HRA-EDA

Name:	Cathy Bennett
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City:	Chisago City
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In which Commissioner District do you reside?	District #2
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If you reside in a Township, please list:	Chisago Township
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List experience or skills you have relating to the appointment you are seeking:	I have served on the Chisago County HRA/EDA for nearly 10 years. My professional skills include community and economic development with a focus on housing policies and programs.
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List special or personal interests relating to the appointment you are seeking:	I believe it is important to support the development of all types of housing for current and future residents of the county. Adequate housing also supports business growth and economic prosperity.
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Why do you want this appointment?	I believe my skills and interests in housing and my past service on the Chisago County HRA/EDA provides me with an opportunity to give back to the community and in the best interests of residents, particularly those who need assistance with housing.
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Name:	Chris DuBose
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City:	Lindstrom
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In which Commissioner District do you reside?	District #3
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List experience or skills you have relating to the appointment you are seeking:	Chisago city EDA, Chisago County HRA/EDA, City Council, Mayor, County Commissioner
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List special or personal interests relating to the appointment you are seeking:	I believe my past experience in the EDA as well as my ongoing experience with Real Estate gives me a good perspective. Ive recently worked with the city of Lindstrom in a consulting role as Chair of the Commercial Industrial task force to evaluate their commercial/ Industrial spaces and policies and make recommendations to the EDA and City Council.
Why do you want this appointment?	I think that Chisago County needs more commercial tax base and jobs to reduce the amount of residents that need to commute to find a fair wage job. I also think that there are ways to improve the amount of affordable housing options. I felt that I was effective in by spearheading programs such as the commuter study, workforce study, and forgivable loan programs during my previous terms on the HRA/EDA.

Park Board

Name:	Jolene Wille
City:	Center City
In which Commissioner District do you reside?	District #2
If you reside in a Township, please list:	Chisago Lakes, North
List experience or skills you have relating to the appointment you are seeking:	I have been an active and engaged member of the Park Board for two previous terms. I have had impeccable attendance and have effectively and efficiently lead the meetings as chair over the last year. I am proud of the work that Joe and his team have done.
List special or personal interests relating to the appointment you are seeking:	As a lifelong resident of Chisago County, I have had the privilege of enjoying the County Park system for many years. Being a part of the board is something I enjoy and look forward to the updates and improvements that Joe has in store for the future.
Why do you want this appointment?	Civil service has become a passion of mine and I am grateful to have the time to serve in this capacity. I have thoroughly enjoyed my time on the park board and would appreciate the opportunity to continue my time in this capacity.

Name:	Al Siedow
City:	Harris
In which Commissioner District do you reside?	District #5
If you reside in a Township, please list:	Harris
List experience or skills you have relating to the appointment you are seeking:	Been part of the park board for the last couple of years
List special or personal interests relating to the appointment you are seeking:	I am on the Harris parks and Rec. Board, Harris city council and planning commission and president of the Harris Club
Why do you want this appointment?	I enjoy being part of the park board

Planning Commission

Name:	Charles (Chip) Yeager
City:	Wyoming
In which Commissioner District do you reside?	District #4
List experience or skills you have relating to the appointment you are seeking:	Previous experience on Wyoming city planning commission, including work on zoning ordinance updates and PUDs. Member of county planning commission since 2018, during which time I have applied my previous experience as a technical writer to the task of revising the zoning ordinance.
List special or personal interests relating to the appointment you are seeking:	Longtime interest in land planning issues going back to my time on the city planning commission.
Why do you want this appointment?	My interest in land planning issues as well as the opportunity to help direct the county's land planning for the future.

1. How long have you been a resident of Chisago County?	35 years
2. Where do you reside? (Please check one)	City
3. Do you have experience with or knowledge about land use/zoning issues?	Yes
If YES, please explain your knowledge and/or experience:	Previous experience on Wyoming city planning commission and 7-year member of county planning commission
4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?	Yes
If YES, please tell us where you served and how long you served:	Wyoming, approximately 1998 - 2004
5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?	No
If YES, please explain:	Field not completed.
6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?	Yes
7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?	Yes

Name:	Jolene Wille
City:	Center City
In which Commissioner District do you reside?	District #2
If you reside in a Township, please list:	Chisago Lakes, North
List experience or skills you have relating to the appointment you are seeking:	As I wrap up my first term on the Planning Commission and reflect as I reapply, I am proud of the work that has been completed. I have thoroughly enjoyed working with the members of the Commission, the Staff, and County Commissioners. I was appointed to the Planning Commission at a great time and was able to be part of the rewriting of the zoning and ordinance update. Additionally, I am finishing my second term on the Park Board and have reapplied for that role as well. Over the last year, I have served as Chair of the Planning Commission and have enjoyed the opportunity to make sure that both applicants and citizens attending public hearings are heard and understood. My key takeaway from being in this role has been building my confidence in understanding the requirements and the suggested actions presented to the Board.
List special or personal interests relating to the appointment you are seeking:	As a lifelong Chisago County resident, and a township resident for more than 20 years, I understand and value the importance of representation of township residents. I live, work, shop and volunteer here. I believe that being a part of these boards is a valuable opportunity to appreciate the role that local government has in relating to the citizens. I am an avid learner and reader and enjoy the challenge of understanding the applications and the rules and regulations that are applied to them.
Why do you want this appointment?	I want to continue to serve on the Chisago County Planning Commission because I believe in the value of civil service. I am grateful to have the desire and time required to be an educated and contributing member of the Commission. The residents of Chisago County deserve to have engaged members who are willing to hear and understand their requests. My first term has allowed me to absorb the updates of the Zoning, Shoreline, and SubDivision Ordinances. It would be my pleasure to continue to serve the residents of Chisago County as a member of the Planning Commission.

1. How long have you been a resident of Chisago County?	46 years
2. Where do you reside? (Please check one)	Township
3. Do you have experience with or knowledge about land use/zoning issues?	Yes
If YES, please explain your knowledge and/or experience:	Current Planning Commission member.
4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?	Yes
If YES, please tell us where you served and how long you served:	2 term County Park Board Member 1 Term County Planning Commission Member
5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?	No
If YES, please explain:	Field not completed.
6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?	Yes
7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?	Yes

Name:	John Sutcliffe
City:	Stanchfield
In which Commissioner District do you reside?	District #5
If you reside in a Township, please list:	NESSEL
List experience or skills you have relating to the appointment you are seeking:	SEEKING REAPPOINTMENT
List special or personal interests relating to the appointment you are seeking:	N/A
Why do you want this appointment?	N/A
1. How long have you been a resident of Chisago County?	34
2. Where do you reside? (Please check one)	Township
3. Do you have experience with or knowledge about land use/zoning issues?	Yes
If YES, please explain your knowledge and/or experience:	SEEKING REAPPOINTMENT
4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?	Yes
If YES, please tell us where you served and how long you served:	NESSEL TOWNSHIP 8+
5. During the past two years, have you received any substantial portion of income from business operations	No

involving the development of land?

If YES, please explain:	Field not completed.
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6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?	Yes
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7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?	Yes
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Water Plan Policy Team

Name:	Dawn White
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City:	North Branch
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In which Commissioner District do you reside?	District #2
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List experience or skills you have relating to the appointment you are seeking:	I have been a Citizen-at-Large member of the Chisago County Water Plan Policy Team since 2020. I was a member during the process of revising the mission and vision of the Policy Team into what it represents today. As such, I have a solid understanding of the team's original purpose and have had an active role in helping to develop it into the effective, county-focused team it is today. I have participated in several of the extracurricular activities available to the team members (Ex: Workshop on the Water, We are Water, water quality testing) and have served as Co-Chair (1 year) and Chair (2 years) for the group.
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List special or personal interests relating to the appointment you are seeking:	I am an avid outdoor enthusiast who enjoys camping, hiking, kayaking, fishing, and other similar activities. The quality/quantity of our freshwater systems (here and elsewhere) is an ongoing concern of
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mine, like that of many others. If I can have a voice in helping to maintain and improve the health of these systems, I am more than happy to volunteer my time toward such an end.

Why do you want this appointment?

As usual, there are projects started this year that will be ongoing throughout the next term. I would like to see some of these activities through to completion and be in a position to continue support for other Water Policy initiatives benefiting the county and its community members.

Last Name:

Robert Klatt

City:

Shafer

In which Commissioner District do you reside?

District #2

If you reside in a Township, please list:

Franconia

List experience or skills you have relating to the appointment you are seeking:

My education and work background is in parks and natural resources. I worked for the City of Woodbury for 34+ years as the Parks and Recreation Director and retired in 2018.

List special or personal interests relating to the appointment you are seeking:

I am interested and passionate about maintaining and improving natural resources and water quality and want to be part of the process in the region where I live. I am currently an at large citizen member of the Parks and Trails Legacy Advisory Committee for the MN Department of Natural Resources. I am also a board member for the Wild Rivers State Park Friends Group and a volunteer for the St. Croix National Scenic Riverway through the Wild Rivers Conservancy.

Why do you want this appointment?

My term has expired and I would like to volunteer to serve a second term and continue and build on the work being done by the Water Plan Policy Team.

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 11
Title of Item for Consideration: Re-Designation of County Bank	
Action Requested by: Bridgitte Konrad, Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: MN Stat §118A.02, subd. 1 a) states the governing body of each governmental entity shall designate, as a depository of its funds, one or more financial institution, and the County Board of Commissioners have the official role to authorize the County Auditor/Treasurer to select depositories and make investments of funds under MN Stat. §118.A01 to 118A.08. The Auditor-Treasurer Office is required and responsible under MN Stat. §385.07, to deposit all County funds into a designated County depository and the day-to-day cash flow of money and investing of all other funds.	
Action Requested/Recommended: The County Board is respectfully requested to authorize County Auditor-Treasurer Bridgitte Konrad to re-designate First Resource Bank as a depository of Chisago County. The following motion is suggested; <i>“Motion to authorize County Auditor-Treasurer Bridgitte Konrad to re-designate First Resource Bank as a depository of Chisago County.”</i>	
Implications of Action: It will allow the Auditor-Treasurer Office to pay and process all payments via First Resource Bank. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	

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

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 12	
Title of Item for Consideration: Authorizing Signature on the County Bank Accounts		
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer	
Previous Action on this Matter: None.		
Background: First Resource Bank is the financial institution that holds the County's checking account. Two signatures are required on Commissioner Warrants drawn from the account, the County Board Chair and the Auditor-Treasurer. Signature authorization needs to be approved by resolution to be presented to the bank to authorize the signers. Attachment(s): Draft Resolution		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt the attached resolution approving the County Board Chair and Auditor-Treasurer as signers on the First Resource Bank accounts for 2025. The following motion is suggested: <i>"move to adopt resolution approving the County Board Chair and Auditor-Treasurer as signers on the First Resource Bank accounts for 2025."</i>		
Implications of Action: Approval of this action will ensure that there are appropriate signature holders for the County's accounts with First Resource Bank. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.		
Administrator's Recommendation		
Approve ____	Deny _____	Other _____

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



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

Commissioner _____ offered the following resolution and moved its adoption:

**RESOLUTION NO. 25/0107-X
AUTHORIZING SIGNATURE ON THE COUNTY BANK ACCOUNTS**

WHEREAS, signature need to be designated for those authorized to sign checks or withdrawal orders against the County; and

WHEREAS, the County maintains their checking account at Lake Area Bank in Lindstrom, Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that the 2025 County Board Chair Dan Dahlberg and Auditor-Treasurer Bridgitte Konrad are authorized to sign checks and withdrawal orders from the County's account at First Resource Bank in 2025.

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

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

OPPOSED: None

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

Approved: January 7, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
January 7, 2025**

13

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$383,017.25

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>
1/10/2025	\$ 52,219.20	1/7/2025	Commissioners Warrants
12/20/2024	\$ 181,959.01		Auditor Warrants
	\$ 234,178.21	Total	

TAB 14

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, December 18, 2024**

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

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

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

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

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

On motion by Greene, seconded by Swenson, 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 6:39 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – SRF Contract Extension for TH 8 Project
- 3.) R&B Committee Recommendation – No Parking Request for CSAH 6 Project

RESOLUTION NO. 24/1218-1

APPROVING THE ESTABLISHMENT OF NO PARKING ZONE ON CSAH 6 (BASSWOOD ROAD)

WHEREAS, Nessel Township has requested parking restrictions on CSAH 6 (Basswood Rd) to improve traffic safety and operations in and around the Stauffer Lake area;

WHEREAS, Chisago County is performing an improvement project on CSAH 6 in 2025 that could afford the opportunity to incorporate the Township’s request;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby prohibits parking as requested by the Township. This shall become effective at the completion of the improvement project.

- 4.) Minutes from the December 4, 2024, County Board of Commissioners Meeting
- 5.) Payment of County’s Warrants and Miscellaneous Bills \$670,303.29
Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.
- 6.) Budget Adjustment Request – Parks

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

On motion by Montzka, seconded by Dahlberg, the Board moved to approve Resolution No. 24/1218-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Garrett Kerkow request for a Conditional Use Permit to allow a Major Home Occupation – Horse Training/Boarding facility on 5+/- acres in the Agricultural (A) District. The subject property is located at 19239 310th Street/CSAH 37 in in Shafer Township (PID #08.00330.10).

RESOLUTION NO. 24/1218-2

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A
CONDITIONAL USE PERMIT FOR MAJOR HOME OCCUPATION ON PROPERTY LOCATED AT 19239 310TH
STREET / CSAH 37 IN SHAFER TOWNSHIP**

WHEREAS, property owner Garrett Kerkow submitted an application dated received October 24, 2024 and considered complete on November 4, 2024 for a Conditional Use Permit allowing a Major Home Occupation for the training and boarding of horses on property located at 19239 310th Street CSAH 37 in Shafer Township; and

WHEREAS, the 5± acre subject site is located in the Agricultural (AG) District and legally described as:

PID 08.00330.10

That part of the North 387.10 feet of the East 660.00 feet of Northeast Quarter of the Northeast Quarter of Section 33, Township 34, Range 19, Chisago County, Minnesota, lying south of Parcel 89, Chisago County Right of Way Plat No. 25.
Subject to 310th Street and Teal Avenue.

WHEREAS, notice was provided and on December 5, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit with Findings of Fact and conditions per Resolution No. PC2024-1201; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its December 18, 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 | <i>Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and either meets or has the ability to meet, with application of appropriate conditions of approval, all performance standards provided in Zoning Ordinance Section 4.04, C.</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 use will utilize existing private sanitary facilities, private utilities, and off-street parking for customers and employees, and access to the subject site will be gained from the well-established and well-maintained 310th Street / CSAH 37 and Teal Avenue. Further, there is no evidence to suggest that the proposed use will have any</i> |

impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Major Home Occupation will not create an excessive demand on existing parks, schools, streets, or other public facilities and utilities which serve the subject site and surrounding area.

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 and proposed use are largely screened from adjacent properties by existing berming, natural vegetation (trees) and distance; however, the Shafer Town Board has identified a need for additional screening between the proposed 70' x 112' structure and 310th Street / CSAH 37. Therefore, the County finds that the proposed use, with existing screening and distance and the implementation of a condition requiring additional screening, will be sufficiently screened and/or separated by distance from adjacent properties so as to not cause undue negative impact or deter future development.*

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

Finding #4 *The proposed Major Home Occupation, including the training and boarding of horses, will primarily be conducted within a proposed 70' x 112' structure. Based on the description provided in the application materials submitted to the County on October 24, 2024, the County finds that the proposed structure will be constructed in a manner which will be aesthetically pleasing and generally consistent with structures found in the County's Agricultural (AG) District. Therefore, the County finds no evidence to suggest that the proposed use or proposed structure will have an appearance which would cause adverse effects upon adjacent properties.*

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

Finding #5 *The Chisago County Zoning Ordinance identifies Major Home Occupations as an allowable Conditional Use in various zoning districts, including the Agricultural (AG) District. The County finds that the proposed use, including the training and boarding of horses, is consistent with the purposes of the AG District and consistent with existing land uses in the general area of the subject site. Further, as described in Finding #1 above, the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. Therefore, the County finds that the proposed use directly relates to the land use goals of the County.*

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

Finding #6 *See Finding #5.*

Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 *The subject site is located immediately adjacent to a well-established and well-maintained road system, including 310th Street / CSAH 37 to the north and Teal Avenue to the east. As proposed, the Major Home Occupation will not be open to the general public and will not feature events which would generate a significant increase in the amount of traffic entering and existing the site. Further, neither the Chisago County Highway Department, serving as Road Authority for 310th Street / CSAH 37, nor the Shafer Town Board, serving as Road Authority for Teal Avenue, expressed any concerns about impacts related to traffic hazard or congestion as a result of the proposed use. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8 *The proposed Major Home Occupation will primarily be conducted within a proposed 70' x 112' structure. Other areas of the subject site will also be utilized for business purposes, including pastureland. Based on the nature of the proposed use, the limited number of employees, and the business not being open to the general public, the County finds that the proposed use will likely not cause adverse impacts to nearby properties by way of noise or glare. Further, based on the nature of the business, existing berming and vegetation, and the implementation of a condition requiring additional screening, the County finds that the proposed use will be consistent with nearby properties and the Agricultural (AG) District as a whole and will not cause adverse impacts by way of general unsightliness.*

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

1. This Conditional Use Permit grants approval for the operation of a Major Home Occupation for the training and boarding of horses as described in the application materials dated received October 24, 2024 and kept on file with the Chisago County Department of Environmental Services and as conditioned herein.
2. The Major Home Occupation shall be limited to the training and boarding of no more than ten (10) customer-owned horses at any given time.
3. All Major Home Occupation activities taking place outside of the dwelling, including, but not limited to, delivery and collection of customer-owned horses and the training of customer-owned horses, shall be allowed on a year-round basis with hours of operation being 8:00 am to 8:00 pm.
4. In addition to the property owner and residents of the subject site, there shall be no more than five (5) employees on site at any given time.
5. The Major Home Occupation business shall not be open to the public. Additionally, no structure or land used in association with the business shall feature bleachers or general public seating areas.
6. No structure or land used in association with the Major Home Occupation shall be made available to be rented by the general public.
7. The facility shall not be used for public barrel racing competitions or any other equine competitions.

8. All animal waste shall be disposed of in a legal and appropriate manner.
9. To mitigate potential adverse impacts related to noise and appearance, the Major Home Occupation business shall be subject to the following:
 - a. 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.
 - b. The permit holder shall install a 6' tall privacy fence and/or a double, staggered row of 6' tall evergreen or other non-deciduous trees planted no greater than 16' on center, which meet or exceed 75% opacity within three years of the approval date, adjacent to the north property boundary extending from the driveway to the east property boundary. This screening shall be fully installed within one year of the date of Conditional Use Permit approval.
10. The permit holder shall utilize downcast LED lighting for all outdoor lighting.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Major Home Occupation, an increase in the number of employees, an increase in the number of horses trained and/or boarded, 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 Conditional Use Permit Amendment. The County acknowledges that the permit holder has obtained a building permit for the construction of the proposed arena, and this structure shall be allowed with this approval so long as it's constructed in compliance with the building permit and all applicable codes and regulations.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

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

On motion by Swenson, seconded by Dahlberg, the Board moved to approve Ordinance No. 2024-1218-1, an Ordinance to Repeal and Reenact the Chisago County Zoning Ordinance and its Summary Publication and Recording as presented.

**CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2024/1218-1**

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY ZONING ORDINANCE

THE CHISAGO COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS, as follows:

Section 1. That the current Chisago County Zoning Ordinance was enacted by the Board of Commissioners as Ordinance No. 08-3 on December 30, 2008 and recorded as Document No. A-505824, and, from time to time, the County Board enacted various amendments to said Ordinance.

Section 2. That the County initiated a comprehensive update of the Chisago County Zoning Ordinance for the purposes of addressing outdated or obsolete regulations; allowing for new or modified land uses; modernizing and organizing the Zoning Ordinance to make it easier to interpret; and, ensuring that the Zoning Ordinance is compliant with State and Federal standards.

Section 3. That the Planning Commission and Planning Commission Work Group held several work sessions, with the assistance and guidance of consultant Bolton & Menk, with the express intent to develop a draft Zoning Ordinance encompassing all of the purposes identified above.

Section 4. That notice was provided and on June 6, 2024, the Planning Commission conducted a public hearing regarding the proposed Zoning Ordinance update, at which it heard from the Director of Environmental Services and invited members of the public to comment. The Planning Commission unanimously recommended approval of the draft Zoning Ordinance with certain amendments as detailed in the Planning Commission meeting minutes of June 6, 2024.

Section 5. That the Board of Commissioners received advance copy of the draft Zoning Ordinance, as recommended by the Planning Commission, on December 4, 2024 and formally reviewed said Ordinance at its December 18, 2024 meeting.

Section 6. That the Chisago County Zoning Ordinance, as enacted pursuant to Ordinance No. 08-3 and all amendments subsequently enacted thereto are repealed in their entirety.

Section 7. That the Chisago County Zoning Ordinance, as incorporated herein and attached hereto as Attachment A, is reenacted.

Section 8. That the Board of Commissioners finds that publication of the full reenacted Chisago County Zoning Ordinance would be cost prohibitive, and that publication of the title and a summary of the Ordinance will clearly inform the public of the intent and effect of the Ordinance. The Board of Commissioners hereby ordains that only the title of the Ordinance and a summary be published as follows:

**CHISAGO COUNTY
STATE OF MINNESOTA**

ORDINANCE NO. 2024/1218-1

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY ZONING ORDINANCE

It is the intent and effect of this Ordinance to repeal the Chisago County Zoning Ordinance and all Amendments thereto in their entirety and reenact an updated Chisago County Zoning Ordinance.

The general purpose of the reenacted Chisago County Zoning Ordinance is to provide for and protect the public health, safety, and general welfare through the following objectives: to prevent the overcrowding of land; to promote orderly growth and development of the County; to limit congestion and promote safety in the public rights-of-way; to stage development to coincide with the efficient provision of necessary public services; to establish districts and regulate therein, the location and use of structures and land; to preserve the character and maintain property values within rural, residential, business, and industrial areas of the County; to protect long term agricultural opportunities in the County; to preserve natural resources and to preserve the environmental quality of the County; and, to ensure that legal and appropriate building standards are met.

The purposes of the reenacted Chisago County Zoning Ordinance are to address outdated and/or obsolete regulations; to allow for new or modified land uses; to modernize and organize the Ordinance to make it easier to interpret; and, to ensure that the Ordinance is compliant with State and Federal standards. The updated Zoning Ordinance includes sections titled: Title; Purpose; Definitions; General Provisions; Zoning District Provisions; Special Management Overlay Districts; Performance Standards; and, Administration and Enforcement. Most, if not all, sections have been impacted by passage of this Ordinance.

The full reenacted Chisago County Zoning Ordinance is available for inspection by any person during regular business hours at the Chisago County Auditor-Treasurer's Office, 313 North Main Street, Suite 271/274, Center City, Minnesota, and the Chisago County Department of Environmental Services, 313 North Main Street, Suite 240, Center City, Minnesota. The full reenacted Chisago County Zoning Ordinance may also be viewed at [www.chisagocountymn.gov/Reenacted Chisago County Zoning Ordinance](http://www.chisagocountymn.gov/Reenacted%20Chisago%20County%20Zoning%20Ordinance).

Section 9. That this Ordinance and the Chisago County Zoning Ordinance, as reenacted herein, shall become effective on January 1, 2025, after its passage and publication of the above summary.

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

On motion by Swenson, seconded by Greene, the Board moved to approve Ordinance No. 2024-1218-2, an Ordinance to Repeal and Reenact the Chisago County Subdivision Ordinance and its Summary Publication and Recording as presented.

**CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2024/1218-2**

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY SUBDIVISION ORDINANCE

THE CHISAGO COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS, as follows:

Section 1. That the current Chisago County Subdivision Ordinance was adopted by the Board of Commissioners as Ordinance No. 99-2 on May 19, 1999 and recorded as Document No. 011214, and, from time to time, the County Board enacted various amendments to said Ordinance.

Section 2. That the County initiated a comprehensive update of the Subdivision Ordinance for the purposes of addressing outdated or obsolete regulations; updating processes for more streamlined approaches to development; modernizing and organizing the Ordinance to make it easier to interpret; and, ensuring that the Ordinance is compliant with State and Federal standards.

Section 3. That the Planning Commission and Planning Commission Work Group held several work sessions, with the assistance and guidance of consultant Bolton & Menk, with the express intent to develop a draft of the comprehensive updated Subdivision Ordinance encompassing all of the purposes identified above.

Section 4. That notice was provided and on June 6, 2024, the Planning Commission conducted a public hearing regarding the draft updated Subdivision Ordinance, at which it heard from the Director of Environmental Services and invited members of the public to comment. The Planning Commission unanimously recommended enactment of the draft updated Subdivision Ordinance as detailed in the Planning Commission meeting minutes of June 6, 2024.

Section 5. That the Board of Commissioners received advance copy of the draft updated Subdivision Ordinance, as recommended by the Planning Commission, on December 4, 2024 and formally reviewed said Ordinance at its December 18, 2024 meeting.

Section 6. The Chisago County Subdivision Ordinance, enacted as Ordinance No. 99-2 and all amendments subsequently enacted thereto, are repealed in their entirety.

Section 7. The Chisago County Subdivision Ordinance, as incorporated herein and attached hereto as Attachment A, is reenacted.

Section 8. That the Board of Commissioners finds that publication of the full reenacted Chisago County Subdivision Ordinance would be cost prohibitive, and that publication of the title and a summary of the Ordinance will clearly inform the public of the intent and effect of the Ordinance. The Board of Commissioners hereby ordains that only the title of the Ordinance and a summary be published as follows:

**CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2025/1218-2**

AN ORDINANCE TO REPEAL AND REENACT THE CHISAGO COUNTY SUBDIVISION ORDINANCE

It is the intent and effect of this Ordinance to repeal the Chisago County Subdivision Ordinance and all amendments thereto in their entirety and reenact an updated Chisago County Subdivision Ordinance in their place.

The general purposes of the reenacted Chisago County Subdivision Ordinance are to protect the public health, safety, and welfare; protect the natural resources of the County; encourage well-planned, efficient, and attractive subdivisions with appropriate standards for design and construction; establish minimum standards for right-of-way and park land dedication; provide for the health and safety of residents by requiring properly designed streets and environmentally sound sewer and water systems; ensure that the costs of new development are borne by benefited properties and not the community at large; protect existing and future investments and property values; secure the rights of the public with respect to access to public lands and waters; promote and protect the compatibility of land uses; and, implement the Chisago County Comprehensive Guide Plan.

The purposes of the reenacted Chisago County Subdivision Ordinance are to address outdated or obsolete regulations; update processes for more streamlined approaches to development; modernize and organize the Ordinance to make it easier to interpret; and, ensure that the Ordinance is compliant with State and Federal standards. The reenacted Subdivision Ordinance includes sections titled: General Provisions; Definitions; Platting Procedure; Minimum Design Standards; Improvements; Other Types of

Development; and, Administration and Enforcement. Most, if not all, sections of the Subdivision Ordinance have been impacted by passage of this Ordinance.

The full reenacted Chisago County Subdivision Ordinance is available for inspection by any person during regular business hours at the Chisago County Auditor-Treasurer's Office, 313 North Main Street, Suite 271/274, Center City, Minnesota, and the Chisago County Department of Environmental Services, 313 North Main Street, Suite 240, Center City, Minnesota. The full reenacted Chisago County Subdivision Ordinance may also be viewed at [www.chisagocountymn.gov/Reenacted Chisago County Subdivision Ordinance](http://www.chisagocountymn.gov/Reenacted%20Chisago%20County%20Subdivision%20Ordinance).

Section 9. That this Ordinance and the Chisago County Subdivision Ordinance, as reenacted herein, shall become effective on January 1, 2025, after its passage and publication of the approved summary.

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

On motion by Swenson, seconded by Greene, the Board moved to approve Ordinance No. 2024-1218-3, an Ordinance to Repeal and Reenact the Chisago County Shoreland Management Ordinance and its Summary Publication and Recording as presented.

**CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2024/1218-3**

**AN ORDINANCE TO REPEAL AND REENACT
THE CHISAGO COUNTY SHORELAND MANAGEMENT ORDINANCE**

THE CHISAGO COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS, as follows:

Section 1. That the current Chisago County Shoreland Management Ordinance was adopted by the Board of Commissioners on October 5, 1992 and recorded as Document No. 247463, and, from time to time, the County Board enacted various amendments to said Ordinance.

Section 2. That the County initiated a comprehensive update of the Shoreland Management Ordinance for the purposes of addressing outdated or obsolete regulations; allowing for new or modified land uses; modernizing and organizing the Ordinance to make it easier to interpret; and, ensuring that the Ordinance is compliant with State and Federal standards.

Section 3. That the Planning Commission and Planning Commission Work Group held several work sessions, with the assistance and guidance of consultant Bolton & Menk, with the express intent to develop a draft of the comprehensive updated Shoreland Management Ordinance encompassing all of the purposes identified above.

Section 4. That notice was provided and on June 6, 2024, the Planning Commission conducted a public hearing regarding the proposed Shoreland Management Ordinance update, at which it heard from the Director of Environmental Services and invited members of the public to comment. The Planning Commission unanimously recommended enactment of the draft updated Shoreland Management Ordinance as detailed in the Planning Commission meeting minutes of June 6, 2024.

Section 5. That the Minnesota Department of Natural Resources offered conditional approval of the draft updated Shoreland Management Ordinance by letter dated July 30, 2024.

Section 6. That the Board of Commissioners received advance copy of the draft updated Shoreland Management Ordinance, as recommended by the Planning Commission, on December 4, 2024 and formally reviewed said Ordinance at its December 18, 2024 meeting.

Section 7. The Chisago County Shoreland Management Ordinance, enacted on October 5, 1992 and all amendments subsequently enacted thereto, are repealed in their entirety.

Section 8. The Chisago County Shoreland Management Ordinance, as incorporated herein and attached hereto as Attachment A, is reenacted.

Section 9. That the Board of Commissioners finds that publication of the full reenacted Chisago County Shoreland Management Ordinance would be cost prohibitive, and that publication of the title and a summary of the reenacted Ordinance will clearly inform the public of the intent and effect of the Ordinance. The Board of Commissioners hereby ordains that only the title of the Ordinance and a summary be published as follows:

**CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2024/1218-3**

**AN ORDINANCE TO REPEAL AND REENACT
THE CHISAGO COUNTY SHORELAND MANAGEMENT ORDINANCE**

It is the intent and effect of this Ordinance to repeal the Chisago County Shoreland Management Ordinance and all amendments thereto in their entirety and reenact an updated Chisago County Shoreland Management Ordinance in their place.

The general purposes of the reenacted Shoreland Management Ordinance are to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources.

The purposes of the updated Shoreland Management Ordinance, as reenacted, are to address outdated or obsolete regulations; allow for new and modified land uses; modernize and organize the Ordinance to make it easier to interpret; and, ensure that the Ordinance is compliant with State and Federal standards. The reenacted Shoreland Management Ordinance includes sections titled: Statutory Authorization and Policy; General Provisions and Definitions; Administration; Shoreland Classification System and Land Use Districts; Special Land Use Provisions; Dimensional and General Performance Standards; Performance Standards for Public and Private Facilities; Vegetation and Land Alterations; Subdivision / Platting Provisions; Planned Unit Developments (PUDs); Water Supply and Sewage Treatment; and, Date of Effect. Most, if not all, sections have been impacted by passage of this Ordinance.

The full reenacted Chisago County Shoreland Management Ordinance is available for inspection by any person during regular business hours at the Chisago County Auditor-Treasurer's Office, 313 North Main Street, Suite 271/274, Center City, Minnesota, and the Chisago County Department of Environmental Services, 313 North Main Street, Suite 240, Center City, Minnesota. The full reenacted Chisago County Zoning Ordinance may also be viewed at [www.chisagocountymn.gov/Reenacted Chisago County Shoreland Management Ordinance](http://www.chisagocountymn.gov/Reenacted_Chisago_County_Shoreland_Management_Ordinance).

Section 10. That this Ordinance and the Chisago County Shoreland Management Ordinance, as reenacted herein, shall become effective on January 1, 2025, after its passage and publication of the approved summary.

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 and authorize execution of Chisago County Household Hazardous Waste (HHW) Renovation Construction Agreement with General Contractors of Minnesota, Inc. and authorize \$260,410 in previously dedicated ARPA funding in satisfaction of required MPCA grant match funding obligation. 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 Recycler Contracts with AAA Recycling; Evergreen Recycling; Recycling For

Wildlife; and SRC Inc. as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the Professional/Technical Services Contract Between the Chisago County Environmental Services Department and Chisago Soil and Water Conservation District for Water Quality Monitoring Assessment as presented at tonight's meeting. 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 Peterson Companies Inc., Construction Contract for Weir Rehabilitation of Lake Ellen and Lofton Avenue Weirs. in the LID. 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 2025-26 Professional Technical Services Contract and Corresponding Statement of Work, with the Chisago Soil and Water Conservation District. 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 2025 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. along with Carp Management and Aquatic Plant Point Intercept Surveys for the Chisago Lakes Lake Improvement District pending County Attorney review as to form. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to accept the December 11th Budget and Finance Report. 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 date and time of the Annual Organization meeting of January 7th, 2025, at 9:00 a.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve via the attached Resolutions the proposed 2025 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and the proposed 2025 Per Diems for County Commissioners and Volunteers, as recommended [and/or modified] at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO. 24/1218-3
ESTABLISHING COUNTY COMMISSIONER
COMPENSATION AND PER DIEM RATE FOR 2025

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes;

NOW, THEREFORE, BE IT RESOLVED, that the annual salary to be paid each Chisago County Commissioner for 2025 shall be \$ 34,744.21, a 2% increase over 2024;

Note: 2007, 2008 & 2009 salary was \$27,419, a 0% increase over 2006

Note: 2010 salary was \$26,871, a 2% DECREASE over 2009

Note: 2011 & 2012 salary was \$26,871, a 0% increase over 2010

Note: 2013 budget salary was \$27,274, a 1.5% increase over 2012

Note: 2014 budget salary was \$27,683, a 1.5% increase over 2013

Note: 2015 budget salary was \$28,234, a 2% increase over 2014

Note: 2016 budget salary was \$28,798, a 2% increase over 2015

Note: 2017 budget salary was \$29,662, a 3% increase over 2016

Note: 2018 budget salary was \$30,255, a 2% increase over 2017

Note: 2019 budget salary was \$31,011, a 2.5% increase over 2018

Note: 2020 budget salary was \$31,941.71 a 3% increase over 2019

Note: 2021 budget salary was \$32,580.54 a 2% increase over 2020

Note: 2022 budget salary was \$33,395.05 a 2.5% increase over 2021

Note: 2023 budget salary was \$33,395.05 a 0% increase over 2022

Note: 2024 budget salary was \$34,062.95 a 2% increase over 2023

BE IT FURTHER RESOLVED, that Commissioners may receive payment of per diem in the amount of \$65.00 for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

Note: 2007 – 2022 per diem rate was \$50.00

Note: 2023 proposed per diem rate was \$65.00

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis apart from the one authorized for work as a county commissioner, Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties, pursuant to applicable Minnesota statutes and County Policy;

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties
Board of County Commissioners
Budget & Finance Committee (if meeting separately from Board of Commissioners' Meeting)
Chisago County Emergency Preparedness Committee
Chisago County Jail/Law Enforcement Center Building Committee/ Radio Upgrade Project

Chisago Lakes Joint Sewer Commission
Chisago/Isanti Heartland Express Joint Powers Transit Board
Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force
Chisago County Maintenance and Facilities Committee
Chisago County Technology Committee
East Central Regional Library Board
East Central Solid Waste & 2-County Landfill, Recycling
ECRDC; *(PLUS, Subcommittees)* – *Central MN Council on Aging and Metro Area*

Transportation

EMS Task Force
UofMN Extension Committee
Health & Human Services Committee of the Whole (if meeting separately from Board of Commissioners' Meeting)
Highway 8 Task Force
HRA-EDA Board
Human Resources/Labor Relations/Personnel/Insurance Committee
Joint Job Training Board *(PLUS, Subcommittees)* – *CMJTS, Inc. Operations Committee, WIB Executive Committee, Workforce Development Committee*
Lakes & Pines Board; *(PLUS, Subcommittee)* – *Negotiations*
Law Library, Court Liaison
Legislative Committee – Mileage ONLY, NO Per Diems (Per Diems if meeting as Committee of the Whole separately from Board of Commissioners' Meeting)
Library Service Delivery and Collaboration Group (Greater Minnesota/AMC)
Metro Alliance for Healthy Families – Governing Board
Metropolitan Emergency Services Board (MESB); *(PLUS, Subcommittees)* – *Executive & Radio Cost Allocation Committee*
NACO – Mileage ONLY, NO Per Diems
Parks Board
Planning Commission
Public Health Commission
One Watershed One Plan
Regional Juvenile Detention Facility – Lino Lakes
Road & Bridge Committee of the Whole (if meeting separately from Board of Commissioners' Meeting); *(PLUS, Subcommittee)* – *East Metro Transportation*
So. Center/So. Lindstrom Sanitary Sewer District
Solid Waste Advisory Committee
Township Association (CCATO)
Water Plan Policy Team
County Facilities Committee
County Technology Committee
Chisago County Opioid Advisory Committee

RESOLUTION NO. 24/1218-4
ESTABLISHING ELECTED OFFICIALS & CONTRACTED EMPLOYEE SALARIES

WHEREAS, M.S. 387.20; M.S. 388.18; M.S. 387.14 and M.S. 375A.06 respectively call for the annual establishment of the salaries of County Sheriff, County Attorney, Chief Deputy Sheriff, and County Administrator; and

WHEREAS, the salaries of said elected officials are exempt from the provisions of the Minnesota Pay Equity Act; while the salary of the Chief Deputy Sheriff and County Administrator, are not exempt from the provisions of the Minnesota Pay Equity Act; but all do remain within the prerogative of the County Board to establish, and

WHEREAS, this Board has considered the relevancy of these salaries to other management salaries within the County and to the salaries of comparable positions in other jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salaries for the County's elected officials in the following amounts effective January 1, 2025,:

2025

County Sheriff	\$169,177.57
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County Attorney	\$169,177.57
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BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the Chief Deputy Sheriff in the following amount effective January 1, 2025:

2025

Chief Deputy	\$153,899.30
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BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the County Administrator in the following amount effective January 1, 2024:

2025

County Administrator	\$172,470.25
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RESOLUTION NO. 24/1220-5
ESTABLISHING COMPENSATION FOR
VOLUNTEER/CITIZEN COMMITTEES

FOR 2025

BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes the per diem rate of \$ 65.00 /meeting, plus mileage for members of voluntary/citizen committees appointed by the Board or for other volunteers who serve in an official capacity under this Board's jurisdiction and for whom per diem is declared appropriate.

**RESOLUTION NO. 24/1218-6
AUTHORIZING A COST OF LIVING
ADJUSTMENT FOR NON-UNION
EMPLOYEES FOR 2025**

WHEREAS, the County Board of Commissioners is authorized to establish the pay system for employees under its jurisdiction and is further authorized to adjust said system as it deems appropriate; and

WHEREAS, the County Board of Commissioners has previously approved wage adjustments of 2.0% for represented county employees, effective January 1st, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the county's master wage schedules to be adjusted by 2.0% for non-union employees, not otherwise subject to statutory provisions, consistent with the adjustment made for other represented county employees, and that said adjustment is effective January 1st, 2025.

On motion by Montzka, seconded by Greene, the Board moved to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility.

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 MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County. 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 Canvas Health Contract through 2026. 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 Minnesota Department of Health Local Public Health Grant Agreement thru 2029. 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 Contract with Lakes Center for Youth and Families to provide Pre-trial Diversion and Restorative Justice Programming for youth. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Swenson, seconded by Greene, the Board moved to approve the Resolution allocating the remaining ARPA funds to Chisago County as an administrative fee to cover the expenses necessary to meet the administrative requirements of the American Rescue Plan Act. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO. 24/1218-7
AUTHORIZING ALLOCATION OF THE UNSPENT AMERICAN RESCUE PLAN FUNDS TO THE
CHISAGO COUNTY ADMINISTRATIVE FEE

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act of 2021 (H.R. 1315), which allocates \$130.2 billion in funding to local governments for COVID-19 pandemic relief; and

WHEREAS, the County of Chisago, Minnesota has been negatively impacted by the COVID-19 pandemic; and

WHEREAS, the U.S. Department of Treasury administered the plan, and the County of Chisago received its distributions of ARPA funding within 90 days of the enactment of the American Rescue Plan Act of 2021; and

WHEREAS, the County of Chisago expended ARPA funds on eligible activities by specific Terms and Conditions set forth by the U.S. Department of Treasury as part of accepting the funds; and

NOW, THEREFORE, BE IT RESOLVED by the County of Chisago, Minnesota that any ARPA funds unspent on eligible activities by December 31, 2024, will be used by Chisago County to cover Chisago County's expenses necessary to meet the administrative requirements of the American Rescue Plan Act.

On motion by Montzka, seconded by Swenson, the Board moved to approve the transition of the Chisago County community supervision model from the CPO model to the CCA model effective July 1, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

RESOLUTION NO. 24/1218-8
RESOLUTION APPROVING THE COMMUNITY CORRECTIONS ACT AS THE
CHISAGO COUNTY SERVICE DELIVERY SYSTEM

WHEREAS, Minnesota has three correctional delivery systems for the supervision of offenders on parole, probation, and supervised release; and

WHEREAS, Chisago County currently operates under the County Probation Officer (CPO) model as provided for in Minnesota Statute 244.19; and

WHEREAS, Chisago County conducted a thorough assessment of probation services in Chisago County; and

WHEREAS, the Board of Commissioners were able to evaluate the three delivery systems and how each relates to Chisago County's organizational direction, including its mission, vision, and core values.

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

1. The Chisago County Board of Commissioners hereby approves changing Chisago County's correctional service delivery from the County Probation Officer model to the Community Corrections Act (CCA) delivery model.
2. The Chisago County Board of Commissioners directs the Chisago County Probation Director to begin facilitating a transition to the CCA delivery system immediately, with the intent to officially provide correctional services under CCA on July 1, 2025.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the 2025-26 Professional Technical Services Contract with the Chisago Soil and Water Conservation District. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to authorize the transfer of the County's legal interest in the parcel #05.001.0500 to the East

Central Solid Waste Commission by Quit-Claim Deed. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the final payment for the 2024 Pavement Maintenance Project. 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 schedule a public hearing to adopt the 2025 Chisago County Fee Schedule for January 7th at 9:30 a.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the Professional Services Agreement for the Law Clerk Position with the County Attorney's Office to continue to utilize the previously allocated ARPA funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 8:13 p.m.

END TIME – 8:13 p.m.

of SPEAKERS – 0

At the December 11th Budget and Finance Committee Meeting, Chair Marlys Dunne requested the Board be prepared to discuss their '2024 Board of Commissioner Goals,' which were created at the 2024 Organizational Meeting on January 2nd, 2024.

By discussing their goals, the Board has given greater direction to staff. Board's discussion would be compliance with applicable state and federal regulations and local county policies and procedures.

No action was taken.

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 Dahlberg, seconded by Swenson, the Board adjourned the meeting at 8:36 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Attest: _____

Christina Vollrath
Clerk of the Board

Marlys Dunne, Chair

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 15
Title of Item for Consideration: Acceptance of 2024 Donations	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: The following donations have been donated to Chisago County: • Robert Stanek, Chisago County Government Employees – \$200.00 • Bartley Fisher, K-9 Program – \$100.00 • Trinity Lutheran Church, CCSO Chaplain Program – \$50.00 • Tom Kieffer Agency, Children’s Water Festival – \$75.00 • First Resource Bank, Children’s Water Festival – \$100.00 • Brink’s Market, Children’s Water Festival – \$100.00 • First State Bank of Wyoming, Children’s Water Festival – \$200.00 • City of Rush City, Children’s Water Festival – \$200.00 • Chisago Lakes Lions Club, Children’s Water Festival – \$200.00 • John and Michelle Kent, Project Lifesaver – \$300.00	
Attachment(s): • Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution accepting the donation to the Chisago County Government Employees. The suggested motion to approve is: “Move to approve the resolution accepting the donation for the Chisago County Government Employees.”	

Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donation for the Chisago County Government Employees.

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

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 25/0107-X
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donation received by Chisago County in 2025:

- Robert Stanek – \$200.00 for the Chisago County Employees
- Bartley Fisher, K-9 Program – \$100.00
- Trinity Lutheran Church, CCSO Chaplain Program – \$50.00
- Tom Kieffer Agency, Children's Water Festival – \$75.00
- First Resource Bank, Children's Water Festival – \$100.00
- Brink's Market, Children's Water Festival – \$100.00
- First State Bank of Wyoming, Children's Water Festival – \$200.00
- City of Rush City, Children's Water Festival – \$200.00
- Chisago Lakes Lions Club, Children's Water Festival – \$200.00
- John and Michelle Kent, Project Lifesaver – \$300.00

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

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

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

Approved: January 7, 2025

Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 16
Title of Item for Consideration: Mileage Reimbursement past 60 days	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: Seeking approval for mileage claims for October mileage reimbursement for two HHS employee's, over the 60 day policy requirement. Travel dates between 10/1/24-10/2/24 for Analise Wiger (\$84.70) and Carrie Kopp (1.75) in the amount of \$86.45. Employee Mileage Reimbursements	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the October 2024 mileage reimbursement claims for above employees. The suggested motion is as follows: <i>"Move to approve late submission of mileage reimbursement by supervisor."</i>	
Implications of Action: Staff will be reminded of the 60 day policy	
Budget/Financial Implications: Budgeted Levy Dollars.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u> CEB </u>	Deny <u> </u>
Other <u> </u>	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye <u> </u>
	Nay <u> </u>
	Abstain <u> </u>

2024 Employee Mileage Reimbursement Request

HHS ONLY

City: Chisago City

State/ZIP: MN, 55013

Odometer readings are REQUIRED on all mileage reimbursements

Date	Destination (include location of start & stop) Reason for Trip	Beginning Odometer	Ending Odometer	Mileage	Co Car Available yes or no	Mileage x .67	Mileage x .35
10/1/2024	PHEP Training (Hugo MN - Cloquet MN)	68486	68728	242	yes		\$ 84.70
10/2/2024	Perinatal Hep B Meeting (Hugo MN - Minneapolis MN)	68728	68770	42	no	\$ 28.14	
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				284		\$ 28.14	\$ 84.70

WARRANT #

2024 Employee Mileage Reimbursement Request

HHS ONLY

State/ZIP: MN, 55013

Date	Destination (include location of start & stop) Reason for Trip	Beginning Odometer	Ending Odometer	Mileage	Co Car Available yes or no	Mileage x .67	Mileage x .35
11/6/2024	Isanti County Vaccine Pick Up (North Branch, MN - Cambridge, MN)	70242	70274	32	no	\$ 21.44	
11/19/2024	Kanabec County Vaccine Pick Up (North Branch, MN - Mora, MN)	71207	71287	80	no	\$ 53.60	
11/25/2024	Fairview Wyoming Pharmacy (North Branch, MN- Wyoming, MN)	71401	71433	32	no	\$ 21.44	
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				144		\$ 96.48	\$ -

Lynalise Weger DATE 11/26/24

I declare under the penalty of perjury that this claim is just and correct, that the expense sought to be reimbursed was actually paid or incurred by claimant and that no part of it has been paid.


 DATE 11/26/24
 Approved based on the knowledge of the necessity for travel & expense. And on the basis of compliance with all provisions of county travel & mileage reimbursement policies, including availability of county vehicle.

Mileage		
Mileage		

Total Reimb Requested \$ 96.48

WARRANT # 106

2024 Employee Mileage Reimbursement Request

HHS ONLY

State/ZIP: MN 55038

Date	Destination (include location of start & stop) Reason for Trip	Beginning Odometer	Ending Odometer	Mileage	Co Car Available yes or no	Mileage x .67	Mileage x .35
10/2/2024	Travel to NB Education Center and back- Baby Café (2.3)	46625	46630	5	Yes		\$ 1.75
10/3/2024	Pine City County Office/ MEC SH shadow visit	46701	46751	50	No	\$ 33.50	
10/17/2024	OCC	47423	47426	3	Yes		\$ 1.05
10/22/2024	Perinatal Summitt f/Home (37mi-29mi=8mi further each way)	47962	47978	16	No	\$ 10.72	
10/23/2024	Perinatal Summitt f/Home (37mi-29mi=8mi further each way)	48041	48057	16	No	\$ 10.72	
10/28/2024	Visit with D.D./Stacy. From office and back	48242	48264	22	No	\$ 14.74	
10/29/2024	Visit with S.L.- MEC SH	48294	48303	9	Yes		\$ 3.15
10/30/2024	Visit with B.G.-MEC SH	48400	48428	28	Yes		\$ 9.80
10/30/2024	FHV/Baby Café supply drop-off at FV Wyoming	48428	48444	16	Yes		\$ 5.60
10/31/2024	Visit with H.G.	48483	48489	6	Yes		\$ 2.10
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				171		\$ 69.68	\$ 23.45

107

Recognition of Years with the County January

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Dawn L.	WIC Coordinator	32
Matt B.	Deputy Sheriff	27
Brandon T.	County Sheriff	26
Mary V.	Case Aide WIC	24
Beth W.	GIS Specialist	23
Brandon H.	Corrections Officer	21
Dustin S.	Investigator	20
Jeanette W.	Sr. Social Worker	18
Alicia K.	Sr. Social Worker	18
Janet R.	County Attorney	18
Peter C.	Equip. Operator HWY	18

Tracy K.	HHS Office Supv.	18
Stacy S.	Child Support Officer	17
Dennis W.	Asst. DES Director	16
Troy D.	Sanitarian	13
Dan W.	IT Services Manger	13
Julie R.	Custodian	13

Kurt S.	Env. Serv. Director	12
Kim D.	Invest & Elections Spec.	12
Cindy G.	Case Aide HHS	12
Karly O.	Lead Custodian	10
Rose T.	Sr. Corrections Agent	9
Christine H.	Sr. Social Worker	9
Reggie M.	Division Sergeant	9
Ashley R.	Jail Sergeant	9
Thomas S.	Equip. Operator HWY	9
Jacob B.	Sr. Engineering Tech.	9
Thomas C.	Sr. Engineering Tech.	9
Samantha S.	Sr. Corrections Agent	7
Andrew N.	Telecommunicator	6
Pegi W.	Fiscal Officer HHS	6
Kimberly B.	Social Worker	5
Donald J.	Veteran Driver	5
Rebecca D.	Case Aide HHS	4
Sarah K.	Child Protection	3
Heather W.	Case Manager HHS	3
Brittany K.	Case Manager HHS	2
Roni L.	Office Support Atty.	2
Jacob K.	Equip. Operator HWY	1
Gary B.	Infrastructure Engineer	1
McKenzie N.	Correction Agent-Prob.	1

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 18
Title of Item for Consideration: 2025 Chisago County Fee Schedule	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners is asked to establish the	
Background: The proposed 2025 Chisago County Fee Schedule, includes fees for services provided by the County offices, departments, courts, and employees and is pursuant to Minnesota Statutes (MN 373.41). The proposed fee schedule is an official control for Chisago County and is kept in the Chisago County Auditor's Office. Attachment: Draft Resolution Establishing the 2025 Chisago County Fee Schedule	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners moved to adopt the 2025 Chisago County 2025 Fee Schedule via the attached Resolution. The following motion is suggested: <i>"Move to adopt the 2025 Chisago County Board of Commissioners Meeting Schedule via the attached Resolution"</i>	
Implications of Action: By adopting the attached Resolution, the Chisago County Board of Commissioners establishes the 2025 Chisago County Fee Schedule. 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 _____



Chisago County Fee Schedule

January 7, 2025

COUNTYWIDE FEES	FEE
Credit Card Payments eChecks	Note: A 2.5% (\$2.00 minimum) fee will be assessed when paying with credit/debit card. For property tax payments only, a fee of 1.0% will be assessed when paying with a debit cards. \$1.50 fee will be assessed for eChecks up to \$10,000. or \$5.00 for eChecks over \$10,000.
Copies	\$0.25 per page for 100 or fewer pages

ASSESSOR	FEE
Not Applicable	Majority of our information is available online.

AUDITOR-TREASURER	FEE
Auctioneer License	\$20.00
Bond Certificate	\$200.00
Cannabis Retail License	Initial = \$500.00 Renewal = \$1,000.00
Confession of Judgment - Setup Fee – 1st COJ - Setup Fee – 2nd COJ	\$100.00 per parcel \$200.00 per parcel
Deed Tax	Sale Price X 0.0033
Delinquent Tax Fee (1 st year)	\$25.00
Delinquent Tax Certification – Parcel Specific	\$10.00 per parcel
Delinquent Tax List	\$50.00
Duplicate Tax Statement for Non-Owners	\$1.00 per parcel
Elections - Candidate Filings - County - Soil & Water - Federal and State	\$50.00 \$20.00 Per State Statute
Elections – All Non-State Elections - Cost of programing equipment, supplies and ballot printing - Cost of absentee voting administration	Actual Cost
Electronic Data Report	\$30.00 per report

Fireworks Permit	\$50.00
Gravel Tax Administrative Fee	5% of tax collected (MS 298.75, subd. 7b)
Gravel Tax – Late Penalty	\$5.00 per day beginning the 15 th day after the last day of each calendar quarter for the first 30 days; increases to \$10.00 per day thereafter (MS 298.75, subd. 5)
Green Acres Payback Calculation - General – response within 5 business days - If property split is involved - Expedited fee if needed sooner than 5 business days	\$50.00 per parcel \$100.00 per parcel \$50.00 per parcel
License Renewal – Late Fee – All Licenses	\$100.00 per license
Liquor Licenses - Off-Sale 3.2% Malt Liquor** - On-Sale 3.2% Malt Liquor** - Off & On-Sale 3.2 Malt Liquor** - Off-Sale Intoxicating Liquor - On-Sale Intoxicating Liquor - Temporary 1-4 Day On-Sale Intoxicating Liquor - Wine - Wine & 3.2% Malt Liquor (Strong Beer) - Sunday Liquor - New License Investigation Fee – In-State - New License Investigation Fee – Out of State ** ½ of license fee is paid to township	\$50.00 \$150.00 \$225.00 \$200.00 \$2,000.00 \$350.00 per event \$600.00 \$750.00 \$200.00 \$200.00 - Actual Cost
Mortgage Registration	Mortgage Amount X 0.0023
Non-Sufficient Funds	\$30.00
Notice of Expiration of Redemption Publication	\$100.00 per parcel
Precious Metal License	\$100.00
Property Tax Escrow Fee	\$1.50 per parcel
Research Archived Tax Records	\$30.00 per hour (1 hour minimum) + \$5.00 per parcel, per year
Septic Loan Administration Fee	\$100.00 Per Parcel
Special Assessment – Correction After Posting	\$50.00 per parcel
Tax Forfeit Notice and Advertising Fee	\$200.00 per parcel
Tax Forfeit Sale Fee	\$200.00 per parcel
Tax Forfeit Repurchase Fee	\$200.00 per parcel
Tobacco License	\$150.00

COUNTY ATTORNEY	FEE
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Copy Charges (data requests and discovery to privately retained counsel)	\$.25 per page \$10 per CD

COURT ADMINISTRATION	FEE

ENTERPRISE SERVICES	FEE
Any IT or GIS Work	\$75.00 / hour. Minimum billing 1 hour

ENVIRONMENTAL SERVICES - PARKS	FEE
All Chisago County Parks / Trails	Freely available for individual public use on a first-come, first-served basis. May be reserved for large special events subject to approval by Park Director. Special Use Permit event rules/fees and other reservation; season pass; vendor; field use fees apply.
Special Use Permits Basic/Small Event Large Event *Event size and maintenance charge and deposit refunds as determined by the Parks Director	\$35.00; \$25.00 per hour Maintenance Charge \$300.00; & \$500.00 Refundable Deposit
Shelter Reservations Checkerboard Park Shelter #1 Dennis Frandsen Park Shelter #1 Fish Lake Park Shelter #1 – Near Playground Fish Lake Park Shelter #2 – Near Lake Ki-Chi-Saga Park Shelter #1 – Near Playground Ki-Chi-Saga Park Shelter #2 – Near Soccer Fields Ki-Chi-Saga Park - Concession Bldg. Shelter Space Only Kost Dam Park #1	\$35.00 Weekdays Excluding Holidays Weekends & Holidays: - \$60.00 Residents / Businesses - \$75.00 Non-Residents / Businesses
Campsite Reservations Ki-Chi-Saga Park Campsite #1 – South Center Lk. Ki-Chi-Saga Park Campsite #2 – Linn Lake	\$15.00 per day
Regional Trails Sunrise Prairie Regional Trail	

Swedish Immigrant Regional Trail	Freely available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Athletic Fields Ki-Chi-Saga Ball Fields (1-4) Ki-Chi-Sage Soccer Fields (1-4) Ki-Chi-Saga Lacrosse/Flag Football Fields (5-6)	\$10.00 per person, per season (Category 1-4) \$15.00 per person, per season (Category 5) Scheduling and availability pursuant to the Parks Director; Seasonal application, billing, and payment required.
Park Concessions Food Truck/Mobile Concession Agreements Ki-Chi-Saga Park Concessions Building	\$35.00 per month in which the concessionaire is present and operating at the park \$TBD
Fish Lake County Park - Parking	Memorial Day weekend thru Labor Day (Friday thru Sunday): - \$20.00 Season Pass -or- - \$3.00 daily parking
Checkerboard Park Dog Park	Freely available on a first-come, first-served basis pursuant to posted dog park rules Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Dennis Frandsen Park Disc Golf Course	Freely available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Mountain Bike Course – Ki-Chi-Saga Park	Available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.

General Park Playgrounds - All Parks	Available on a first-come, first-served basis. Organized events or reserved use requires a Special Use Permit - event rules/fees apply.
Athletic Field Tournaments	\$300.00; and \$500.00 Refundable Damage/Repair Deposit
Adopt-A-Trail Segments	\$250.00 per trail segment per Calendar year
Special Park Board Meeting	\$500.00 scheduled at the discretion of the Parks Director & Park Board Chair.

ENVIRONMENTAL SERVICES - SEPTIC	FEE
Commercial Subsurface Sewage Treatment System (SSTS)	\$406.00 Minimum Basic System Fee; plus, billable \$51.51 hourly rate for enhanced plan review and investigation time
Residential SSTS - Compliance Inspection	\$250.00
Residential SSTS – Compliance Inspection Tank Only	\$135.00
Residential SSTS - Winter Compliance Inspection	\$300.00
Residential SSTS - New Construction or Repair or Replacement of Entire System - Drainfield/mound repair or replacement - Repair Convert to Holding Tank (Type 4 System) – Repair Convert to Holding Tank	\$406.00 \$203.00 \$203.00 \$203.00
Residential SSTS - New Residential 2+ Unit Community System	\$406.00 per unit
Residential SSTS – 1,500-gallon, gallons per day (gpd)	\$406.00; ** plus, \$51.51 hourly rate for enhanced investigation time

Residential SSTS – Repair SSTS Sewer Connection or Municipal Sewer Connection on same and/or different parcel PID	\$111.25
SSTS Design Change – Redesign (After permit approval)	\$51.51 per hour (Minimum one hour charge)
SSTS Design Change – Adjusted Site/Relocate	\$135.00 (per site visit with one hour review)
SSTS Expired - Permit Renewal (Expiration period is 1 year from issue date)	\$203.00
Site Verification (requested prior to or without building permit application)	\$135.00
Operating Permit – Single Family Residential (pretreatment systems are for life of system)	\$25.00 per year
Operating Permit – Commercial up to 4,999 (gpd)	\$50.00 per year
Operating Permit Commercial 5,000 – 9,999 (gpd)	\$100.00 per year; plus, any associated billable county consultant/engineering fees.
Land Application site ≤ 50 acres (5-year permit)	\$150.00
Land Application site > 50 acres (5-year permit)	\$250.00
Land Application site – permit renewal	\$50.00
Re-inspection per trip charge	\$51.51 per hour (Minimum one hour charge)
Special On-site meeting/consult review or appeal with designer, perc tester, or applicant	\$100.00
<i>Note: \$51.51 hourly rate charges represent services above and beyond standard service allowance; rate determined from mid-grade (Grade 5) Sanitarian scale plus 25% overhead cost.</i>	

ENVIRONMENTAL SERVICES – SOLID WASTE	FEE
Construction/Demolition Land Disposal Facility License	\$250.00
Haulers License	\$250.00; plus, \$25.00 per registered municipal solid waste truck AND \$5.00 per recycling truck
Industrial Solid Waste Land Disposal Facility License	\$250.00

Recycling Facility License	\$250.00
Solid Waste Land Disposal Facility License	\$250.00
Solid Waste Processing Facility License	\$250.00
Transfer Station License	\$250.00
Waste Tire Facility	\$250.00
Yard Waste/Composting Facility	\$250.00
Solid Waste / Recycle Hauler Bond	\$5,000 bond per garbage truck \$1,000 bond per roll-off truck \$0 bond per recycle truck
Problem Materials Facility (tires, appliances, e-waste)	\$25,000 bond per Recycling Facility \$TBD Other Facilities
Solid Waste License Investigation -greater than two site investigation inspections per license period	\$61.35 per additional site inspection/hour (Minimum one hour charge)
Commercial Solid Waste & Recycling Assessment -1 st site inspection/consultation -additional assessment, visits, or reports	\$0 \$61.35 per hour (Minimum one hour charge)
Business Household Hazardous Waste	Minimal Generators only, market rates apply, call for current market price list.
<i>Note: \$61.35 hourly rate charges represent services above and beyond standard service allowance; rate determined from mid-grade (Grade 5) Solid Waste Administrator scale plus 25% overhead cost.</i>	

ENVIRONMENTAL SERVICES – SHORELAND	FEE
Grading, Filling or Alteration/Excavation in Shoreland Areas	\$250.00 (1 site visit / 2 hours of review)
Additional site visits or office work	\$54.60per hour
“After the Fact” Grading, Filling, Alteration / Excavation, or Vegetation Removal, Without Permit	\$500.00 administrative penalty; plus, double the application fee

ENVIRONMENTAL SERVICES – WETLANDS	FEE
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Delineation Review: -with plat application less than 3 lots -with plat application of 3+ lots, or other request (No specified land use request)	\$300.00 (up to 4 hours of review) \$300.00 if less than 1 acre (4 hours review) \$500.00 1-10 acres (up to 7 hours review) \$700.00 greater than 10 acres (10 hours review)
Exemption Determination	\$300.00 (up to 4 hours of review time)
No-Loss Determination	\$300.00 (up to 4 hours of review time)
Replacement Plan Review: -less than 1 acre -1-10 acres -greater than 10 acres	\$600.00 \$1,200.00 \$1,800.00
Banking Plan Development Application: -less than 10 acre -greater than 10 acres	\$54.60 per hour \$1,500.00 (up to 20 hours of review time)
Pond Permit (within wetland/wetland alteration)	\$300.00
Office and Field Work Beyond Scope of Standard Permit Review Time or Other wetland staff services	\$54.60 per hour
After the Fact Wetland Replacement Plan, Exemption or No-Loss Application/Permit	Double the application fee
Appeal of a Wetlands Conservation act Decision	Board of Adjustment & Appeals application/meeting fee; plus, hourly wetland staff services.
Site-specific Creation, Banking, or Restoration monitoring	\$54.60 per hour
<i>Note: \$54.60 hourly rate charges represent services above and beyond standard service allowance; rate determined from mid-grade (Grade 5) Wetland Specialist scale plus 25% overhead cost.</i>	

ENVIRONMENTAL SERVICES – ZONING	FEE
Administrative Permits	
-General Land Use Permit (administrative permits not otherwise itemized below, other permit services as determined by the Zoning Administrator)	\$150.00
-Special event parking / camping	\$200.00
-Sign Permit	\$75.00
-Public Project Gravel/Mining, Commercial Solar	\$600.00
-Lot Reconfiguration (property boundary adjustment)	\$300.00**
-Tie Together	\$150.00**
-Minor Subdivision	\$500.00**

-Minor Subdivision Ground truthing/Site Area	\$200.00
-SSTS Administrative Variance	\$300.00**
-After the Fact Administrative Permits	Double the Application Fee
Variance Application Fee	\$750.00**
-After the Fact Variance Applications	
Resulting from Voluntary Compliance	\$1,125.00 (Application Fee x 1.5)
Resulting from Code Enforcement Efforts	\$1,500.00 (Application Fee x 2)
Zoning Decision Appeal Application	\$500.00**
Conditional (CUP) and Interim Use Permit (IUP) Applications and Amendments	\$900.00**; plus, \$TBD cash escrow deposit and renewing escrow agreement as determined by the Zoning Administrator for purposes of offsetting extended county staff or paying third-party consultant costs
- IUP Extension / Renewal	\$650.00
-After the Fact CUP / IUP Applications	
Resulting from Voluntary Compliance	\$1,350.00 (Application Fee x 1.5)
Resulting from Code Enforcement Efforts	\$1,800.00 (Application Fee x 2)
-Voluntary Surrender of CUP / IUP	\$250.00**
Zoning Text, Plan, and Map Changes	
-Rezoning Application	\$900.00**
-Zoning Text Amendment Application	\$900.00**
-Comprehensive Plan Amendment Application	\$900.00**
-Planned Unit Development (PUD) /Amendment	\$900.00**
Platting & Subdivision Fees	
-Preliminary Plat 1-3 lots	\$650.00**
-Preliminary Plat greater than 3 lots	\$650.00, plus \$35.00 per lot**
-PUD/Cluster Development Plan	\$900.00, plus \$35.00 per lot**
-Preliminary Plat Compliance Fee (no roads)	\$150.00
-Preliminary Plat Compliance Fee (with roads)	\$100.00 per lot
-Repeat ground truthing and/or other site visits	\$68.93 per hour (one hour minimum)
-Final Plat	\$500.00**
-Final Plat Recording Fee	\$56.00 as determined by County Recorder
-Consent to Plat Fee	\$46.00 as determined by County Recorder
-Park Dedication Fee	\$1,600.00 per lot
-Final Plat Extension Fee	\$250.00**
Special Meetings	
-Planning Commission	\$1,000.00; plus, land use application fee
-Board of Adjustment and Appeals	\$1,000.00; plus, variance/appeal application fee

Zoning, Flood Plain, or other Land Use Verification Letter/Map	\$50.00
Environmental Review: Environmental Assessment Worksheet (EAW) / Environmental Impact Statement (EIS) / Alternative Urban Areawide Review (AUAR)	\$900.00; plus, \$2,500 escrow deposit and \$TBD renewing escrow agreement at time of application covering all county staff and third-party county consultant costs
Short Term Rental License Application -Late Application / Operating Without License (All applications received and postmarked after January 31 st)	\$400.00 Annually; not prorated Double the Application Fee
<i>** Denotes Additional County Recorder Recording Fees</i> <i>Note: \$68.93 hourly rate charges represent services above and beyond standard service allowance; rate determined from mid-grade (Grade 5) Land Services Coordinator scale plus 25% overhead cost.</i>	

ENVIRONMENTAL SERVICES – BUILDING CODE – Residential/Commercial Construction	FEE
Be advised: All building permits requiring formal plan review and fee schedule tabulation require a non-refundable \$750 payment at the time of application. Payment will be credited against the balance due at the time of building permit issuance. No credit of prior payments will be applied if your permit is abandoned or expired. Completely new permit application and fees shall be required if a prior permit has expired or been invalidated. Pursuant to Minnesota State Building Code 1300.0120 Permits - <i>Subp. 9 Time limitation of application, Subp. 10 Validity of Permit, and Subp. 11 Expiration:</i> • An application for a building permit for any proposed work shall be considered abandoned 180 days after the date of filing unless a permit has been issued. • Every building permit issued expires unless the work authorized by permit is commenced within 180 after its issuance. • Any building permit issued becomes invalid if the work authorized by permit is suspended or abandoned for more than 180 days. • The building official shall grant, in writing, extensions of time, for periods not to exceed 180 days each if the permit applicant demonstrates justifiable cause for the extension.	
Plan Review Fee	65% of Building Permit Fee
State Surcharge – applicable to all	Per M.S. 326B.148 (0.0005 times the valuation up to \$1,000,000; for projects over \$1,000,000 see MN Statute)
Fee Schedule Extracted From 1997 UBC Fee Schedule and MN Rules 1300 / with adjusted minimum charge and hourly rate (M.S. 326B.153)	Fees based on building value as noted below:

\$1 to \$5000 (Minimum Building Permit Fee)	\$111.25 (formula adjusted within 1997 formula to cover representative base rate/rural travel cost...minimum permit cost)
\$5,001 to \$25,000	\$111.25 for the first \$5,000; plus \$14.00 for each additional \$1,000 up to \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000; plus, \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000; plus, \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000; plus, \$5.60 for each additional \$1,000 or fraction thereof to \$500,000
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000; plus, \$4.75 for each additional \$1,000 or fraction thereof to \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000; plus, \$3.15 for each additional \$1,000 or fraction thereof
Value Note: <i>Building permit project value determination based on per sq. ft. measurement area multiplied at a percentage of the prior year (2024) International Code Council (ICC) per sq. ft. construction type valuation data as available and updated annually at the Environmental Services Department (ESD). Residential one and two-family construction classifications for 2025 will be valued at a maximum of 85% of the base 2025 Rate of \$167.37 per sq. ft. and adjusted according to construction type/scope and valuation by the ESD. For 2025 construction Valuation Table information please consult the ESD.</i>	
Other Building Permit Fees:	
Plumbing (residential)	\$111.25 Minimum Value Based – see above
Mechanical (residential)	\$111.25 Minimum Value Based – see above
Residential Fixture or Appliance under MN Statutes 16B.665	\$111.25 Minimum Value Based – see above
Air Conditioning Installations	\$111.25 Minimum Value Based – see above

Furnace/Boiler Replacement	\$111.25 Minimum Value Based – see above
Doors (in existing openings)	\$111.25 Minimum Value Based – see above
Re-Roofing (residential)	\$111.25 Minimum Value Based – see above
Re-siding (residential)	\$111.25 Minimum Value Based – see above
Window Replacement (in existing openings)	\$111.25 Minimum Value Based – see above
Shed Installation (Pre-built)	\$111.25 Minimum Value Based – see above
New Gas Fireplace or Free-Standing Woodstove	\$128.25 Minimum Value Based – see above
Replace Fireplace or Woodstove	\$111.25 Minimum Value Based – see above
Gas Piping	\$111.25 Minimum Value Based – see above
Commercial Structures (Plumbing, Mechanical, Roofing, etc.)	\$157.25 Minimum Value Based – see above
Sign	\$162.46
Demolition Single Family Residential	\$700.00 includes testing (asbestos) lab fees; plus, \$10,000 performance bond and/or payment deposit and signed demolition restoration and performance agreement
Demolition Single Family Residential – Fire Damaged, Unsafe to enter, or other compromised structure	\$61.35 per hour site assessment fee to determine if damaged/unsafe condition and ability to enter/test; plus, separate \$250.00 demolition permit. *Note: Chisago City requires separate site assessment and demo permit/fees where applicable.
Demolition Commercial/Multi-Residential	\$650.00; plus, materials (asbestos) testing reports/data required independently by the applicant; and refundable \$ 10,000 performance bond and/or payment deposit and signed

	demolition restoration and performance agreement.
Asbestos / Lead Inspections – without Demolition Permit -general inspection of existing residence -Inspection associated with underpin or similar permitted project	\$135.36; plus, materials testing lab fees \$61.35 per hour; plus, materials testing lab fees
Inspection of Existing Structure/Home being relocated within or moved to Chisago County	\$61.35 per hour; plus, current mileage rate
Inspection Outside of Normal Business Hours	\$61.35 per hour (minimum charge 2 hours)
Re-Inspection Fee	\$61.35 per hour (minimum charge one hour)
Additional / Special Inspections for which no fee is specifically indicated	\$61.35 per hour (minimum charge one hour)
Additional plan review required by changes, additions, or revisions to plans as determined by the County Building Official	\$61.35 per hour (minimum charge one-half hour)
Use of outside consultants for plan checking and inspections, or both	\$61.35 per hour or Actual Plan Check and Inspection Costs as billed by consultant, whichever is greater.
Construction without a Permit Investigation / Red Tag Fee	\$61.35
Construction Permit Expiration / Renewal	Original/Current Year Permit Charge minus plan review and State surcharge fees. **Permitted projects that fail to show progress within 6 months of permit issue date are expired; formal request for expired permit renewal accepted within 12 months of issue date.
<i>Note: \$61.35 hourly rate inspection charges represent services above and beyond standard inspection allowance; rate determined from mid-grade (Grade 5) Building Official scale plus 25% overhead cost.</i>	
Other General ESD Office Fees:	FEE
Record Document Vault Search, Public Data Request Retrieval/Review Charge and/or other Non-Standardized Special Office Services	\$38.48 per hour (<i>mid-grade office staff hourly rate plus 25% overhead</i>)
Copies 8 1/2 x 11 or smaller	\$0.25 per page
Hardcopy Blueprint / Building Plan	

- 11"x17" or smaller - 22"x24"	\$5.00 per page \$10.00 per page **Copyrighted, stamped, signed, or plans otherwise prepared by others require reproduction authorization.
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HEALTH & HUMAN SERVICES	FEE
Legally Licensed Family Day Care	
Child Care Licensing Inspection Fee	\$50.00
Child Care Licensing Renewal Inspection Fee (2-year renewal)	\$100.00
Corporate Foster Homes or Community Residential Services (CRS) Settings	
Inspection Fee Initial Licensing	\$500
Inspection Fee Re-licensing (one or two year)	\$500
Out of Home Placements	Sliding Fee Schedule
Detox Services	Sliding Fee Schedule
Central Minnesota Mental Health Center	Sliding Fee Schedule

HUMAN RESOURCES	FEE

PROBATION	FEE
Intensive Supervision Fee (M.S. 169A.74)	\$550.00
Local Correction Fee (M.S. 244.18)	\$300.00
Administrative Monitoring Fee	\$150.00
JTO & JPO	\$25.00
Delinquency	\$50.00
EJJ	\$100.00
Domestic Abuse Investigation (M.S. 609.2244)	\$75.00
Pre-Trial Fees (M.S. 244.18)	\$250.00
Driving with Care	\$200.00
Cognitive Skills Program	\$200.00
Random Testing Fee (M.S. 244.18)	\$75.00
UA Confirmation Fee	\$50.00

PUBLIC WORKS	FEE
Right of Way Permits	

Work Completed After-the-Fact/After-the-Fact Permit	Double the Permit Fee
Utility Permits	
Surety Bond	\$10,000.00
Service Off Mainline Utility	\$25.00
Mainline Utility Installation, Extension, or Upgrade under 0.5 miles	\$100.00
Mainline Utility Installation, Extension, or Upgrade over 0.5 miles	\$200.00
New Development Sewer and Water	\$300.00
Transportation Permits	
Annual Permit	\$200.00
Single Trip Permit	\$30.00
Access Permits	
Street Entrance – Fee	\$1,200.00
Street Entrance – Surety Bond	\$10,000.00
Commercial Driveway – Fee	\$1,100.00
Commercial Driveway – Surety Bond	\$10,000.00
Solar Access Driveway	\$1,000.00
Solar Access – Surety Bond	\$10,000.00
Private Driveway – Fee	\$200.00
Private Driveway – Surety Bond	\$1,000.00
Field Entrance – Fee	\$100.00
Field Entrance – Surety Bond	\$450.00
Additional Access Inspection	\$50.00
Miscellaneous Permits	
Excavation/Grading	\$200.00
Drainage/Tiling	\$200.00
Obstruction/Structure	\$100.00
Other/Development-Related	Consult Department
County Public Ditch Permits	
Permit Fee	\$100.00
Special Road Use Permits	
Permit Fee	\$50.00
Specific Service Sign	\$500.00 per new sign or replacement
Mailbox Support – Swing Away	\$150.00
County Surveyor Fees	
Plat Checking Fee	\$400 base fee plus \$35/lot
Hardcopy Prints 22” x 34” or Digital Copy	
Subdivision Plats, CIC Plats and Registered Land Surveys	\$10.00 per Plat

County Right-of-Way Plats	\$5.00 per Page
Half Section Parcel Map	\$10.00 per Half Section
Hardcopy Prints 22" x 34"	
Aerial Photo	\$15.00 per Half Section
Overlay-Aerial Photo with Parcel Lines	\$20.00 per Half Section
Overlay-Parcel Lines with Contours	\$25.00 per Half Section
Overlay-Aerial Photo, Contours and Parcel Lines	\$30.00 per Half Section
Overlay-Parcel Lines, Contours and Planimetric Features	\$30.00 per Half Section
Hardcopy Prints 11" x 17" or Smaller	
Aerial Photo	\$5.00
Overlay-Aerial Photo with Parcel Lines	\$10.00
Overlay-Parcel Lines with Contours	\$10.00
Overlay-Aerial Photo, Contours and Parcel Lines	\$17.00
Overlay-Parcel Lines, Contours and Planimetric Features	\$17.00
Data Pricing for Orthometric Photographs	
5000' x 5000' Tile	\$200.00
Data Pricing in Digital Form	
1' Contours, Planimetric Features and/or Orthometric Photos	\$20.00 per Acre

RECORDER	FEE
Copy attested	\$2.00 per document
Copy certified – Plat	\$15.00
Copy certified	\$10.00
Copy plain	\$1.00
Copy plain – plat	\$10.00
Fax/mail/email fee	\$5.00
General Torrens	\$20.00 per additional certificate that a document is memorialized on
Land Records reports	\$25.00
Lien-Hospital	\$5.00
Notary filing	\$20.00
Notary – verify/certify commission	\$25.00
Ordination	\$20.00
Birth certificate	\$26.00
Birth certificate additional	\$19.00
Birth certificate non certified	\$13.00
Birth verification	\$9.00
Death certificate non certified	\$13.00
Death certificate amendment	\$40.00

Death certificate	\$13.00
Death certificate additional	\$6.00
Marriage certificate certified	\$9.00
Marriage license amendment	\$25.00
Marriage license felony	\$25.00
Marriage no record found	\$9.00
Marriage license fee	\$115.00
Marriage license reduced fee	\$40.00
Marriage license lost/destroyed	\$25.00
Marriage certificate non-certified	\$9.00
Marriage ceremony performed by Recorder	\$50.00
Search	\$20.00
Vital Record Report	\$15.00
Abstract document recording	\$46.00 plus \$10 for each additional reference number over 4 on satisfactions
Abstract plat recording	\$56.00
Torrens plat recording	\$56.00 plus \$40 for each additional certificate of title created and \$20 for each additional certificate memorialized
Torrens document recording	\$46.00 plus \$40 for each additional certificate of title created and \$20 for each additional certificate memorialized
Well certificate	\$50.00
Condition of certificate	\$50.00
Release mobile home tax lien recording	\$30.00
Release state tax lien recording	\$30.00
Federal tax lien recording	\$46.00
State tax lien recording	\$0
Mobile home tax lien recording	\$0
Military discharge recording	\$0 for veteran
Refile federal tax lien	\$46.00
Refile state tax lien	\$0
Withdraw federal tax lien recording	\$46.00
Withdraw state tax lien recording	\$0
LandShark set up fee	\$50.00
One time LandShark user fee (Credit Card)	\$7.00
Per page viewed and/or printed (subscription)	\$.25 cents
Per document viewed and/or printed (credit card)	\$3 per document

New fees to be adopted once ArcaSearch is implemented:	
Daily (24 hour) use fee	\$10
Weekly use fee	\$30
Monthly use fee	\$75
Year subscription	\$300
Credit card company charges additional fees for the use of a credit or debit card.	

CHISAGO COUNTY SHERIFF'S OFFICE	FEE
Contract Police Protection	\$74.46
Special Duty Pay	\$95.29
Service Fee per Person	\$70.00 additional service at same office \$10.00
Commission on Executions	4%
Posting of Sales	\$70.00
Mortgage Foreclosure Sales	\$80.00
Sheriff's Sales	\$80.00
Redemptions	\$250.00
Evictions	\$190.00
Advance Fees for Paper Service	Single \$70.00 Double\$80.00
Fingerprints	\$10.00
Photos	\$1.00/per photo
CD/DVD of Audio/Photos/Records	\$20.00
Transcript of 911 call/Non-emergency call	\$20.00/Hour
Gun Permit to Carry	\$80.00/New \$50.00/Renewal \$60.00/ Late Renewal \$10.00/Change of Address
Records Under 19 Pages	\$0.00
Records 20-39 Pages	\$5.00
Records 40-59 Pages	\$10.00
Records 60-79 Pages	\$15.00
Records 80-99 Pages	\$20.00
Records 100+ Pages	\$25.00 + \$20/Hour
Booking Fee	\$25.00
Pay for Stay	\$25.00/day
Phone Cards	Set by Vendor
Copies - Jail	\$.25/page
Inmate Handbook Damage	\$5.00
Inmate Identification Replacement	\$5.00
Haircut Fee:	\$5.00

Tote Damage or Replacement Fee:	\$5.00
Huber Fees:	
Sentence in Chisago County	\$30.00/day
Chisago County Residence sentenced in another county	\$45.00/day
Non-resident sentenced in another county	\$55.00/day
Inmate Medical Fees	
Nurse visit	\$5.00
Provider Visit	\$10.00
PRN Medication per dose	\$.25
Prescription Medication	Cost of prescription
Outside Medical Service	Cost of visit/service
Inmate Housing (From other Counties)	\$75.00/day
Special Management	\$150.00/day
Discipline - Replacing Damaged Jail Property	cost of item

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 19
Title of Item for Consideration: 2025 Capital Improvement Plan (CIP)	
Action Requested by: Kristin Waddell, Chief Deputy Auditor- Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: Discussion of CIP requests at the November 13th and December 11th Budget & Finance meetings. The Committee recommended sending the attached list to Board for formal approval at the December 11th meeting.	
Background: In 2025 Chisago County is set to receive \$3,952,612 in County Program Aid (CPA). CPA is a general-purpose aid to counties that can be used for any lawful expenditure. It is also intended to be used for property tax relief by reducing the amount of revenue collected locally, through property tax or other means. It has been the practice of the County to use this aid for capital purchases. At the December 4th County Board meeting, \$628,925 of CPA was approved to be used to pay down the debt for the Law Enforcement Center. After this allocation, \$3,323,687 of CPA is remains for additional requests. As of December 31, 2024, there is \$245,567 of unallocated/unspent 2024 CPA available for 2025 requests, bringing total available 2025 aid to \$3,569,254. For 2025, original department requests totaled \$4,608,836, with final requests being \$3,406,836 leaving \$162,418 unallocated for overages and future needs. This number could increase as 2024 projects are completed and remaining funds become available. Attachment(s): 2025 Chisago County Capital Improvement Program – Projects by Department	
Action Requested/Recommended: The County Board is respectfully requested to approve the 2025 Capital Improvement Plan. The following motion is suggested; <i>“Move to approve the 2025 Capital Improvement Plan.”</i>	
Implications of Action: If the budget is approved our financial reporting requirements will be adhered to.	
Budget/Financial Implications: None – the total amount of County Program Aid	

for 2025 is in the 2025 Board approved budget.

Legal/Policy Implications: The proposed activities are 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 _____

2025 Chisago County Capital Improvement Program
Projects by Department

Project Number	Project Name	2025	Total
Auditor-Treasurer			
AUD-0137	Election Equipment Replacement Fund	\$ 59,000	\$ 59,000
AUD-0139	Election Results - Storage Media	\$ 4,500	\$ 4,500
Auditor-Treasurer Total		\$ 63,500	\$ 63,500
CCSO			
CCSO-0141	Sheriff's Office Patrol Vehicle Replacements	\$ 406,822	\$ 406,822
CCSO-0449	Armor camera systems	\$ 8,575	\$ 8,575
CCSO-0450	DRACO Less-lethal gas deliver system	\$ 23,600	\$ 23,600
CCSO-0451	Transit Van Safari Roof Rack	\$ 7,500	\$ 7,500
CCSO-0452	Humvee rear ramp system	\$ 4,575	\$ 4,575
CCSO-0453	IR Lighting	\$ 13,650	\$ 13,650
CCSO-0454	Patrol Rifle Plates	\$ 48,500	\$ 48,500
CCSO-0455	Mobile Field Force equipment	\$ 58,250	\$ 58,250
CCSO Total		\$ 571,472	\$ 571,472
Enterprise Services			
ENTS-0420	2025 Small Equipment Replacement	\$ 239,300	\$ 239,300
ENTS-0422	Replace Core Network Equipment - County UCS Servers	\$ 600,000	\$ 600,000
ENTS-0424	6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	\$ 19,700	\$ 19,700
ENTS-0426	2025 Small Equipment New Requests	\$ 11,018	\$ 11,018
ENTS-0427	Replace 911 Server- Nice Audio Recorder	\$ 45,000	\$ 45,000
ENTS-0446	AS400 End Of Life/End Of Support - Replace Agency Collection and Social Welfare Systems	\$ 30,000	\$ 30,000
ENTS-0447	Replace APC Automatic Transfer Switches that feed critical infrastructure in County Data Centers	\$ 25,000	\$ 25,000
ENTS-0448	Core Network Upgrade - Replace Cisco OTV with VXLAN	\$ 105,000	\$ 105,000
ENTS-0458	Cameras for Parks - Checkerboard Shop/Park , Ki Chi Saga	\$ 25,000	\$ 25,000
Enterprise Services Total		\$ 1,100,018	\$ 1,100,018
Environmental Services			
ENVS-0120	2002 3/4 Ton Truck Replacement	\$ 55,000	\$ 55,000
ENVS-0132	5 Year Mower Replacement	\$ 15,700	\$ 15,700
ENVS-0218	5 Year Mower Replacement	\$ 15,700	\$ 15,700
ENVS-0380	County Parks Entrance Signage	\$ 50,000	\$ 50,000
ENVS-0435	Brush Mower	\$ 10,000	\$ 10,000
ENVS-0436	Snowblower	\$ 10,500	\$ 10,500
ENVS-0437	Grapple	\$ 5,000	\$ 5,000
ENVS-0438	DR Mower	\$ 4,500	\$ 4,500
ENVS-0439	Kayak Dock Ramps	\$ 18,000	\$ 18,000
ENVS-0440	Snowplow	\$ 10,500	\$ 10,500
ENVS-0441	SIRT-Wetland Delineation and Enviromental Review Contracted Services	\$ 30,000	\$ 30,000
ENVS-0442	SIRT-Wetland Mitigation Land Credit Purchase	\$ 30,000	\$ 30,000
ENVS-0443	Parks Maintenance Facility- Existing Pole Building Structures- Steel Renovation	\$ 54,000	\$ 54,000
ENVS-0444	Insulate and Install Heating System-New Parks Building Structure	\$ 45,000	\$ 45,000
Environmental Services Total		\$ 353,900	\$ 353,900
Facilities & Maintenance			
MNT-0460	ECC Storage/Training Room Privacy	\$ 8,820	\$ 8,820
MNT-0461	ICS Facilities Study	\$ 250,126	\$ 250,126
Facilities & Maintenance Total		\$ 258,946	\$ 258,946
Public Works			
PWKS-0170	Patch Wagon	\$ 60,000	\$ 60,000
PWKS-0175	Tandem Snow Plow Truck	\$ 365,000	\$ 365,000
PWKS-0226	Tandem Snow Plow	\$ 330,000	\$ 330,000
PWKS-0429	Mower	\$ 195,000	\$ 195,000
PWKS-0431	Survey Equipment	\$ 60,000	\$ 60,000
PWKS-0432	Walk behind concrete/asphalt saw	\$ 4,000	\$ 4,000
PWKS-0434	Tire Machine	\$ 45,000	\$ 45,000
Public Works Total		\$ 1,059,000	\$ 1,059,000
Total		\$ 3,406,836	\$ 3,406,836

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 20
Title of Item for Consideration: 2025 State of MN Federal Boating Safety Equipment Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: This is the 2025 State of Minnesota Federal Boating Safety Supplemental Equipment Grant. The grant is item specific and provides up to \$11,799 towards the purchase of a new Yamaha Vmax 90hp outboard boat motor. Attachment(s): 2025 State of Minnesota Federal Boating Safety Supplemental Equipment Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2025 State of Minnesota Federal Boating Safety Supplemental Equipment Grant. The suggested motion is as follows: <i>"Move to approve the 2025 State of Minnesota Federal Boating Safety Supplemental Equipment Grant."</i>	
Implications of Action: Accepting this grant will allow for the purchase a new Yamaha Vmax 90hp Motor to be placed on the Lund Boat which is currently under powered and worn-out. Budget/Financial Implications: Funding will provide up to \$11,799 in reimbursement to the Sheriff's Office. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

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



2025 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT
ENCUMBRANCE WORKSHEET

Contract #: 260917

PO #: 3-267138

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2025	Source Type REIMB	Vendor Number 0000197284-001
Total Amount \$11,799.00	Project ID R29G70CGBLA24	Billing Location R297000221	UEI GVHPL2BDV794	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$11,799.00	Activity A7CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$0.00	Activity A7CG004

Grant Begin Date December 1, 2024	Grant End Date August 1, 2025
--------------------------------------	----------------------------------

Grantee Name and Address:

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

Payment Address:
(where DNR sends the check)

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

2025 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012 (DUNS GVHPL2BDV794) ("Grantee"). The payment address for this grant agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State received a federal award of \$11,799.00 on December 1, 2024 for the Federal Boating Safety Supplemental Equipment Grant. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** December 1, 2024, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** August 1, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

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

3 Time

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

4 Consideration and Payment

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

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

5 **Conditions of Payment**

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

6 **Authorized Representative**

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

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

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

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

8 **Liability**

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

9 **Audits (State and Single)**

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

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

10 **Government Data Practices**

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

11 **American Disabilities Act**

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

12 **Non-Discrimination Requirements**

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

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

13 **Workers Compensation**

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

14 **Publicity and Endorsement**

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

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

15 **Governing Law, Jurisdiction, and Venue**

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

16 **Termination**

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

- (a) **Without Cause.** The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- (b) **With Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

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

- (a) Funding for grant from the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn. It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not

to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

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

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

19.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

21 Indirect Cost Rate

No subaward indirect costs are part of the budget for this grant.

22 Subcontractors, Contracting, and Bidding Requirements

(a) The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) and [200.322](#) (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.

(b) Per [Minnesota Statute 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement.

(c) The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)

Attachments:

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

1. STATE ENCUMBRANCE VERIFICATION

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

Pamela D.

Digitally signed by Pamela D.
Brisson
Date: 2024.12.09 11:34:48
-06'00'

Signed: **Brisson**

Date: 12/9/2024

SWIFT Contract # 260917

Purchase Order # 3-267138

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

*Reviewed as to Form: Janet Rosta
Chisago County Attorney 12/31/2024*

**2025 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT
(CFDA #97.012)**

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

+ Outboard Motor - Yamaha VMAX 90 *

* means trade-in or cost share by county

** means 25% county dive equipment cost share requirement

2. The program shall begin on December 1, 2024 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by August 1, 2025. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after August 1, 2025, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
- An invoice from the Grantee, dated no earlier than December 1, 2024 or date grant is fully executed and not later than August 1, 2025, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
 - A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - All reimbursement requests must be sent to: kelly.affeldt@state.mn.us
4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.
5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.
6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or

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

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

**2025 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

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

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

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

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

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

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

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

Actual Conflict of Interest

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

Potential Conflict of Interest

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

Individual Conflict of Interest

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

Organizational Conflict of Interest

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

Organizational conflicts of interest occur when:

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

This section to be completed by Grantee's Authorized Representative

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

Organization Name:

Project Name: 2025 MN DNR FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT

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

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 21
Title of Item for Consideration: 2025 Lease for Office Space in Rush City – CCSO	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The City of Rush City and the Chisago County Sheriff's Office is renewing a lease agreement for rental space at the 'Old Rush City High School Building (325 South Eliot Av.).' It should be noted that the East Central Drug and Violent Offender Taskforce pays for half of this lease through reimbursement to the County. Attachment(s): • Lease Agreement with Rush City	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the lease agreement between Rush City and Chisago County for rental space at the 'Old Rush City High School Building.' The suggested motion is as follows: <i>"Move to approve the Lease Agreement between Rush City and Chisago County for the space at 325 South Eliot Avenue in Rush City."</i>	
Implications of Action: This lease allows the Sheriff Office to have a district office in the northern part of our county and allows the Sheriff office to share this space with the East Central Drug and Violent Offender Taskforce. Budget/Financial Implications: The cost of the lease is \$22,665. The Sheriff's Office and East Central Drug and Violent Offender Taskforce split this cost and have this expense in their operating budgets.	

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**Lease Agreement Between
Rush City and Chisago County**

THIS LEASE, made and executed this 9th day of December, 2024, by and between Rush City, located at 325 South Eliot Avenue in Rush City, Minnesota, hereinafter referred to as the Lessor, and Chisago County, located at 313 North Main Street, Center City, Minnesota, hereinafter referred to as the Lessee:

WITNESSETH: That in consideration of the payment of rent and the keeping and performance of the terms and conditions herein by Lessee, Lessor does hereby lease and take from the Lessor, the premises described as:

An area of approximately 1500 square feet on the lower level of the “Old Rush City High School Building” (hereinafter the “Building”) located at 325 South Eliot Avenue in Rush City, Minnesota.

TO HAVE AND TO HOLD the premises for a term of one (1) year beginning at noon on the first day of January 2025, and ending at noon on the last day of December 2025, irrespective of the date of signatures of the parties, below.

1) Rent. Lessee shall pay rent for said premises to the Lessor, a yearly rent of \$22,665.00, a rate of \$15.11 per square foot per year.

- (a) Manner of Payment. Rent shall be made to Rush City in a manner and at a time as may be agreeable and convenient to the parties.
- (b) Utilities. The cost of utilities for the space which is the subject of this lease, is and shall be included in the above rent. All heat, natural gas, electricity, air conditioning, telephone, water, sewer and garbage services, which are currently provided shall continue at no additional cost to the Lessee, unless or until negotiated and said agreement is executed by the authorized parties and approved by their respective governing bodies. Remedying any disruption in said services shall be the sole responsibility of Lessor.
- (c) Amendment. The Lessor shall notify the Lessee no later than October 15 of each year of a proposed change in the rate of pay for the rental of the space, in and for the subsequent year under this Lease Agreement.

2) Lessee shall use and occupy the premises for office purposes any other such uses as may be consistent with the performance of the duties of the occupants, namely other related law enforcement activities. Any such uses by the Lessee shall not disturb or disrupt the quiet enjoyment of the other governmental authorities, other tenants or Lessor who do now or may in the future occupy adjoining space.

3) Lessee shall surrender the premises at the termination of this Lease or any extension thereof in as good condition as they were at commencement of this Lease, reasonable wear and tear or unavoidable casualty expected.

4) Warranties and assurances. The Lessor hereby represents that it is authorized to grant, bestow or sublease the specified property to the Lessee for the purposes specified herein and that no other encumbrances limit the right of the Lessee to possess the property consistent with this Lease Agreement. The Lessee shall not assign or

sublet the premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the Lessor and its governing body.

5) Lessee shall not make any alterations or improvements to the premises or install any fixtures or amenities without prior written consent of Lessor, and all such improvements, except movable office furniture and equipment, shall remain with the premises at the termination of this Lease and become the property of the Lessor. Liability for cost of replacing or repairing any part of the building or the premises contained therein damaged by Lessee or Lessee's agents or employees shall rest solely with Lessee.

6) Lessee shall not encumber or assign this Lease or sublet the premises or any part thereof without prior written consent of Lessor.

7) Insurance. It shall be the responsibility of the Lessor or the owner of the property to assure that the premises are covered by sufficient insurance policy insuring the property against all loss or damage by fire and other perils as necessary pursuant to Standard Fire Insurance Policy coverages.

- a) The Lessor agrees, at its cost, to provide general liability insurance in no less than statutory limits, pursuant to Minn. Stat. 466.
- b) The Lessee agrees, at its cost, to provide general liability insurance regarding its personal property, fixtures and contents in the leased premises, in amounts no less than the statutory limits provided for pursuant to Minn. Stat. 466.
- c) The Lessor and Lessee agree that each shall only be entitled to the proceeds which are attributable to the damage to the respective parties' property, equipment or structure.

8) Hold Harmless. Except in the case of negligence of the Lessor, employees or agents, the Lessee agrees to save and hold harmless the Lessor for liability for damages to any person or property in or about the premises. Likewise, except in the case of negligence of the Lessee, its employees or agents, the Lessor agrees to save and hold harmless the Lessee for liability for damages to any person or property in or about the premises.

9) The Lessor shall not be liable to the Lessee, its agents, employees, representative, customers or invitees for any personal injury, death, or damage to the property caused by theft, burglary, water, gas, electricity fire or other cause of damage on or about the premises, except in the case of negligence of the Lessor. Property kept or stored at the property by the Lessee shall be kept or stored at the risk of the Lessee.

10) In case the building or any part thereof is destroyed or partially destroyed by fire or other casualty not arising from the fault or negligence of Lessee or those employed by Lessee, Lessor shall repair the damage within a reasonable period of time, due allowance being made for delays beyond control of Lessor, and rent shall abate proportionately to the extent that the premises are untenable, but in the event the damage shall be so extensive that the building and/or premises cannot be substantially restored within ninety (90) days, either Lessor or Lessee shall have the option to terminate this Lease upon thirty (30) days' written notice to the other from date of damage, whereupon this Lease shall terminate and Lessee shall pay rent up to date of damage, and thereafter both Lessor and Lessee shall be free and discharged of all further obligations hereunder.

11) Lessor or its agent shall have reasonable rights of entry for the performance of any of its obligations hereunder, including right to show premises to a prospective tenant or buyer, but no obligation to repair shall be implied from such right or such entry.

- 12) Each of the parties hereto agrees, at least sixty (60) days before the expiration of this Lease, to give the other party notice in writing of intention not to renew or to extend this Lease, and in case neither party heretofore gives such notice, this Lease shall stand renewed for a further period of two years from the date of its expiration, with all terms and conditions herein expressed, including this renewal clause, which shall apply to four (4) such future renewals of this Lease.
- 13) All notices, demands, and communications under the terms and conditions of this lease shall be given in writing and sent by registered mail to Rush City, 325 South Eliot Avenue, Rush City, Minnesota on behalf of Lessor; and to Chisago County, 313 North Main Street, Center City, Minnesota, on behalf of Lessee, as the case may be, or to such other addresses as may from time-to-time be requested by Lessor or Lessee.
- 14) The Lessor shall be responsible for any maintenance and repair to the building, surrounding property, and any such equipment as is part of the building.
- 15) Lessee agrees to abide by all rules and regulations covering the restricted use of areas not covered by the terms of this Lease and any regulations covering the health and safety of all tenants or visitors within the buildings, as may be established by Lessor.
- 16) Lessee shall not display any signs, advertisements, or notices in or on any part of the building without prior written consent of Lessor.
- 17) Saving clause. If any term or condition of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, it is the intention of both Lessor and Lessee that the remainder of this Lease shall not be affected thereby made that in lieu of each such term or condition, there be added as part of this Lease a term or condition as similar as may be possible and be legal, valid, and enforceable.
- 18) A waiver of any term or condition of this Lease by Lessor shall not be deemed to imply or constitute a further waiver of such breach or a waiver of any other term or condition contained herein.
- 19) All terms and conditions of this Lease shall completely bind and inure to the benefit of the legal representatives, successors, and assigns of both Lessor and Lessee.
- 20) This Lease may be terminated by either Lessor or Lessee, with or without cause, upon sixty (60) days' written notice directed to the other party pursuant to Paragraph 10 above-written.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be validly executed in their respective names, as of the day and year first above-written.

LESSOR:

RUSH CITY

Y

BY: 

Mayor, Rush City

Date: 12-12-24

LESSEE:

CHISAGO COUNT

Y

BY: _____

Chairperson, County Board

Date: _____

BY: 

Clerk/Administrator, Rush City

Date: 12-12-24

BY: _____

Clerk to the Board

Date: _____

Approved as to Form:



County Attorney

Date: 12/31/2024

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 22
Title of Item for Consideration: Court Appointed Counsel – Contract Renewal for Counsel	
Action Requested by: Janet Reiter, County Attorney	Department: County Attorney
Previous Action on this Matter: By law, Chisago County is required to fund the cost of legal representation for parents involved in child protection proceedings and who are unable to afford counsel on their own. Previously, attorneys were selected via an RFP issued in November 2022. Attorneys selected entered into a two-year contract with the option for renewal. The purpose of this RBA is to approve 1-year renewals of the Contracts with Court appointed counsel.	
Background: Historically, prior to 2010, the responsibilities of court appointed-counsel for parents involved in child protection matters had been fulfilled by State Public Defenders. In 2010 a Minnesota Supreme Court decision clarified that this cost is to fall on the counties, rather than the State of Minnesota through the public defender system. [See In re the Welfare of the Children of J.B. and R. P. 782 N.W.2d 535 (Minn. 2010)] Minnesota Statutes 260C.163 provides that a parent or guardian of a child who is the subject of a petition, desires counsel, but is unable to employ counsel, “the court shall appoint counsel to represent the parent, guardian or custodian in any case in which the court feels that such an appointment is appropriate if the person would be financially unable to obtain counsel under the guideline set forth in in section 611.17.” (aka unable to afford counsel per state guidelines under public defender eligibility standards). Court-appointed counsel shall be at county expense. The court appointed counsel for parents may be secured under a county contract as has been pursued in this case. The 2022 RFP was published, the selection process completed, and the County negotiated with selected counsel to represent eligible persons in child welfare matters under Juvenile Protection Provisions of the Juvenile Court Act. The initial Contract allowed up to two 1-year renewals and s RBA will authorize the 1 yr Renewal of those Contracts for 2025.	

Attachment(s):

- Professional Service Contracts with Migala and Guptil
- Amendments to Service Contracts with Migala and Guptil

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve contract renewals for attorneys to provide Legal Representation for eligible persons in Child Welfare matters under Juvenile Protection Provisions of the Juvenile Court Act. The suggested motion is as follows:

“Move to authorize execution of Professional Service Contracts with two attorneys, Migala and Guptil, to provide Legal Representation for eligible persons in Child Welfare matters under Juvenile Protection Provisions of the Juvenile Court Act.”

Implications of Action: This process will allow the County to meet its statutorily mandated service to qualifying parents or guardians whose children are subject to child protection proceedings under the Juvenile Protection Provisions of the Juvenile Court Act.

Budget/Financial Implications: This cost is from the Court Admin. Budget lines monitored by Court Admin. This statutorily mandated “service” is monitored by Court Administration and County staff. The appointment of counsel is governed by State Statutes and Judicial Branch Rules and carried out by state personnel. Renewing the contract for legal counsel help establish predictability for this cost.

Legal/Policy Implications: The County Attorney has reviewed the Agreements, and they comply with state and federal requirements.

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

**County Contract for Professional Services for
Legal Representation of Eligible Parent, Guardians, or Custodians in Children in Need of
Protection or Services (CHIPS) and Termination of Parental Rights (TPR) Cases**

THIS CONTRACT is entered into between the **COUNTY OF CHISAGO, 313 North Main Street, Center City, MN 55012** (“County”) and **Jason W. Migala, Migala Law Office, 14 Seventh Avenue No., St. Cloud, MN 56303** (“Attorney”).

WHEREAS, Minnesota Statutes Sec. 260C.163, subd. 3, requires that the child, parent, guardian or custodian has the right to effective assistance of counsel in connection with proceeding in juvenile court; and

WHEREAS, these cases include actions involving of child/children in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement; and

WHEREAS, legal services for such cases must be provided to persons when called for by constitution or statute and when such persons are found by the court to be eligible for legal representation appointed by the court and at public expense because the parent, guardian or custodian has demonstrated he/she is without the funds to retain private counsel; and

WHEREAS, Minnesota Statutes, Sec. 260C.331, subd. 3, requires the reasonable compensation for an attorney appointed by the court to serve as counsel be a charge upon the county in which the proceedings are held; and

WHEREAS, the Attorney agrees to provide the aforesaid services to qualified persons, upon the terms and conditions set forth in this CONTRACT.

NOW, THEREFORE, IT IS AGREED:

TERM

This CONTRACT shall be in effect starting **January 2, 2023** through **December 31, 2024**, **irrespective of the date of execution**. However, if both parties to this CONTRACT agree, this CONTRACT may renew for two (2) additional one (1) year periods or until terminated pursuant to Paragraphs 37 and 38 of this CONTRACT.

THE CONTRACT DOCUMENTS

The Contract Documents consist of, in order of priority, (1) This CONTRACT, (2) The RFP, (3) The Proposal of the Attorney and the Exhibits, Attachments, submitted by the Attorney, and all representations and commitments of the Attorney. The Contract Documents together form this CONTRACT as if repeated in this Contract, in their entirety.

SERVICES

1. The Attorney agrees, when appointed by the Court, to provide legal representation for parties involved in child in need in protection or services, termination of parental rights,

transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement. Representation shall include district court representation.

2. Attorney shall be reasonably available to be reached by telephone or e-mail for notice of emergency hearings, acceptance of appointment for specific cases and clients, and accessible in order to consult with clients and other parties to the proceedings. The Attorney will generally be available for efficient scheduling of district court hearings to address disposition of cases. If Attorney is unable to attend a proceeding, he will arrange for coverage by an associate or other contract attorney acceptable to the judge hearing the proceedings. Attorney will also notify Court Administration when he is not available due to vacation or other absences.
3. Attorney shall not be considered an employee of Chisago County but an attorney appointed by the court pursuant to statute acting in the independent capacity as legal counsel for the person whom he is appointed to represent.
4. Attorney will make a reasonable, good faith effort to be available for acceptance of appointment for specific cases or clients and agrees that attendance at hearings under this CONTRACT will take priority over other future legal work accepted by the attorney.
5. The Attorney shall perform the level and quality of services that the attorney would perform if privately retained by the individual represented.
6. The Attorney shall assume full responsibility for the case once assigned.
7. The Attorney shall obey all federal, state and county rules and regulations and policies prohibiting discrimination and promoting equal employment opportunity and affirmative action.
8. The Attorney is not guaranteed to be assigned a certain number of cases, nor a limited number of cases.
9. The Attorney shall work sufficient hours and/or expend necessary resources to ensure competent performance of all services required by this CONTRACT. The attorney
10. The Attorney shall maintain, or cause to be maintained a summary of cases, and record of hours devoted to providing services pursuant to this CONTRACT and make that available to the court and county upon request.
11. The Attorney shall agree that for audit purposes, Chisago County, the State Auditor or legislative auditor, or any of their duly authorized representatives, will have access at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this Contract pursuant to Minnesota Statute 16C.05, and shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Attorney which are relevant to the Attorney's performance and determination of the agreed upon rate under this CONTRACT.

12. The Attorney shall provide all general administrative services, including scheduling of attorney court appearances, overhead costs, travel/mileage expenses, and any necessary office supplies and equipment necessary to fulfill the obligations under this CONTRACT..

CASE ASSIGNMENTS AND HEARINGS

13. The Attorney will be assigned cases by the Court Administrator's Office as directed by the judges in accordance with their approved plan for assignment of cases. If Attorney is unable to accept the assignment, he will inform the Court Administrator's Office in writing. The Court Administrator's Office will then assign another contracted attorney in accordance with the approved plan.
14. Hearings or trials will be held as designated by the Court.
15. Chisago County and Attorney acknowledge that responsibility for assignment of cases lies strictly with the courts.

ASSIGNABILITY

16. Except as otherwise allowed for in this CONTRACT, this CONTRACT for professional services shall be specific to the ATTORNEY and shall not be assigned or subcontracted without the written consent of Chisago County. If Attorney is unable to attend a proceeding or otherwise fulfill duties under this CONTRACT, he will arrange for coverage by an associate or other contract attorney acceptable to the judge hearing the proceedings. If unable to fulfill the duties of the CONTRACT for a period of time, Attorney will also notify Court Administration when he is not available due to vacation or other absences.

COMPENSATION

17. Chisago County shall pay to the Attorney, for services under this CONTRACT, the following:
 - a. As consideration for representing eligible parents, guardians or custodians for whom counsel is appointed in connection with petitions for child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement, all of which are defined by Minnesota Statutes Chapter 260C, a Compensation Sum of **Four Thousand five hundred dollars and no cents (\$4,500.00)** per month will be paid by the County to the Attorney or the attorney's law firm.
 - b. This monthly payment will be paid on a monthly basis and is full consideration for all services provided, with the exception of the costs related to appeals as provided for in paragraph d of this section.
 - c. Unless amended by the parties, the monthly compensation of **\$4,500.00** will continue for the duration of the CONTRACT.
 - d. If an appeal to the Minnesota Court of Appeals is determined to be a county expense and Attorney is appointed by the judge, actual hours shall be invoiced at a rate of \$100 per hour, not to exceed a total of \$5,000. If an appeal is continued to the Minnesota Supreme Court and is determined to be a county expense and Attorney is appointed by the judge, actual hours shall be invoiced at a rate of \$100

per hour, and the \$5,000 cap can be exceeded if approved by the court. In addition, the cost of preparation of a trial court transcript and binding and service of a formal brief for an appeal will be a county expense, separate from the compensation paid to Attorney.

- e. The monthly compensation noted in section 17.a, and hourly compensation for appeals noted in section 17.d above, include all the reasonable costs, disbursements and expenses incurred by the Attorney in providing the representation required pursuant to this CONTRACT. No other pay or benefits shall be paid, except as specifically stated in this CONTRACT or as set forth in any amendment reduced to writing.
- f. Expert witness fees and related expenses shall be pre-approved by the Court and authorized by Court order before incurred. If pre-approved, the County will provide payment of the invoice for the amount approved by the Court. The Invoice shall specify the total amount due the witness or witness' employer, shall be submitted to the Court Administrator within 30 days of when the expense was incurred. The uncontroverted invoice will be paid within 35 days of submission to the Court Administrator.
- g. If Attorney is unable to attend a proceeding, he will arrange for coverage as provided in section 2, above. Chisago County will not provide any additional compensation to the substitute attorneys. Any costs will be the responsibility of the attorney originally assigned to the case.

18. Changes to the payment schedule set forth in Paragraph 17 may be made from time to time by written amendment to this CONTRACT signed by both parties.

PAYMENT

19. Payment will be made by Chisago County to the Attorney on a monthly basis, prior to end of each month. For example, the monthly payment for services provided January 2021, will be made prior to the end of February 2021. Payments shall be made in the manner provided by law for payment of claims against Chisago County. Payment may include direct deposit to a bank account in the name of the Attorney. The Attorney may be required to provide additional documentation to the Chisago County Auditor to facilitate payment.
20. For payment for hourly services provided for appeals, Chisago County Court Administration requires invoices for services rendered within sixty (60) days of the end of the month of when an expense or charge is incurred. Court Administration will then submit the invoices to Chisago County for payment. Payments shall be made in the manner provided by law for payment of claims against Chisago County. Payment may include direct deposit to a bank account in the name of the Attorney. Payment may also be made automatically on or about the first day of each month for the prior month's Attorney services, when and if such process is approved by Chisago County for payment of claims such as provided in this CONTRACT, and so long as Attorney is in compliance with the terms of this CONTRACT each month.
21. If Attorney was providing legal representation for parties involved in child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement under a previous CONTRACT that was terminated, the Attorney shall continue

to provide services to those same clients under this new CONTRACT and the monthly compensation payment is payment for services provided to both new clients assigned and the existing clients. Any services provided prior to January 2, 2021 will continue to be paid for on an hourly basis under the previous contract.

INDEMNIFICATION

22. The Attorney agrees that he will indemnify and hold harmless Chisago County against any liability, loss, damage, costs, and expenses which Chisago County may hereafter sustain, incur, or be required to pay, but only by reason of and to the extent caused by any negligent act or omission or intentional act of the Attorney in the performance of this CONTRACT.

INSURANCE

23. The Attorney will at all times during the term of this CONTRACT have and keep in force at his or her expense professional liability insurance in the amount of not less than \$300,000 per occurrence.
24. Prior to the effective date of this CONTRACT, the Attorney shall furnish Chisago County with certificates of insurance certifying such coverage.
25. Chisago County may withhold payment for failure of Attorney to furnish certificates of insurance as required above.
26. All certificates of insurance shall provide that the insurance company gives Chisago County thirty (30) days' prior written notice of cancellation, renewal and/or any material change in policy.
27. The Attorney shall have and keep in force at the Attorney's expense workers' compensation insurance if applicable.

STANDARDS

28. The Attorney shall comply with all applicable Federal and State Statutes, regulations, Rules of Court and Rules of Procedure, as well as local ordinances which may apply, and are now in effect or hereafter adopted.
29. Failure to meet the requirements of paragraph 26 above may be cause for cancellation of the CONTRACT effective the date of receipt by the Attorney of the Notice of Cancellation.

EQUAL EMPLOYMENT OPPORTUNITY

30. During the performance of this CONTRACT, the Attorney agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; and Minnesota Stat. §181.59. If during the term of this CONTRACT, it is discovered that the Attorney is not in

compliance with the applicable regulations as aforesaid, or if the Attorney engages in any discriminatory practices, the County may cancel said CONTRACT as provided by the cancellation clause of the CONTRACT.

NONDISCRIMINATION

31. The Attorney agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Attorneys failure to comply with section 181.59 may result in cancellation or termination of the CONTRACT, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

DATA PRIVACY

32. The privacy of the clients and data related to the cases assigned to the Attorney are of utmost importance. Data collected, created, received, maintained, or disseminated for any purpose by the activities of the contractor, because of this CONTRACT may be governed by the Minnesota Rules of Juvenile Protection Procedure and any Protective Orders issued by the Court. The data may be protected by other state or federal rules, statutes and regulations, including but not limited to: attorney/client privilege, Health Information Portability and Accessibility Act (HIPAA), Minnesota Health Records Act, 42 CFR §290dd-2 related to Substance Use Disorder records. Additionally and simultaneously the data shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the contractor.

MODIFICATIONS

33. Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by CONTRACT of the County and the Contractor shall not require written approval.

MERGER

34. It is understood and agreed that the entire CONTRACT of the parties is contained herein, together and the aforementioned CONTRACT Documents and this CONTRACT supersedes all oral agreements, statements and negotiations between the parties relating to this subject matter not reduced to writing and executed as additional agreement between the parties. All items referred to in this CONTRACT are incorporated or attached and deemed to be a part of the CONTRACT.

AUDITS

35. Until the expiration of six (6) years after the furnishing of services pursuant to this CONTRACT, the Attorney, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this CONTRACT, and

the books, documents, records and accounting procedures and practices of the Attorney relating to this CONTRACT.

RESOLUTION OF DISPUTES

36. With the consent of both parties, any dispute arising out of the terms of this CONTRACT may be resolved by any of the Alternative Dispute Resolution (ADR) processes identified in Rule 114 of the General Rules of Practice for District Courts. The selection of the ADR processes and the neutral providing the ADR process will be by mutual consent. The process will be conducted by the neutral in accordance with the procedures set forth in Rule 114, Sections 114.07 through 114.10, and as they may be amended.

TERMINATION

37. Either party may terminate this CONTRACT, with or without cause, by giving the other party sixty (60) days written notice of termination. The notice of termination, if given by Attorney, shall be given to the Chisago County Deputy Administrator.
38. Upon termination of the CONTRACT by either party, the Attorney shall phase out all cases assigned under this CONTRACT through a phase-out plan approved by the Court and Chisago County. The phase-out plan may include transitioning all active cases to another attorney under contract with Chisago County, or if Attorney retains their existing clients until those cases are closed, compensation shall be made on an hourly basis at a rate of \$100 per hour or as agreed upon in the phase-out plan. Under no circumstances will the monthly payment be made to the Attorney after this CONTRACT is terminated.
39. As provided for in paragraph 1 of this CONTRACT, unless terminated earlier, this CONTRACT will terminate on December 31, 2024.

FIREARMS PROHIBITED

40. Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Chisago County pursuant to the terms of this CONTRACT. Violation of this provision is grounds for immediate suspension or termination of this contract.

EFFECTIVE DATE

41. This CONTRACT, consisting of the CONTRACT documents, constitute the entire agreement, and shall be effective as set forth in the TERM, noted above.

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

ATTORNEY: JASON MIGALA; MIGALA LAW OFFICE

Signed _____
Attorney Date: _____

THE COUNTY OF CHISAGO

By _____
County Board Chair Date: _____

By _____
County Administrator Date: _____

APPROVED AS TO FORM:



Chisago County Attorney Date: 01/26/2023

**County Contract for Professional Services for
Legal Representation of Eligible Parent, Guardians, or Custodians in Need of
Protection or Services (CHIPS) and Termination of Parental Rights (TPR) Cases**

THIS CONTRACT is entered into between the **COUNTY OF CHISAGO, 313 North Main Street, Center City, MN 55012** (“County”) and **MacKenzie Guptil, 1639 Main Street, Suite 1, Pine City, MN 55063** (“Attorney”).

WHEREAS, Minnesota Statutes Sec. 260C.163, subd. 3, requires that the child, parent, guardian or custodian has the right to effective assistance of counsel in connection with proceeding in juvenile court; and

WHEREAS, these cases include actions involving of child/children in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement; and

WHEREAS, legal services for such cases must be provided to persons when called for by constitution or statute and when such persons are found by the court to be eligible for legal representation appointed by the court and at public expense because the parent, guardian or custodian has demonstrated he/she is without the funds to retain private counsel; and

WHEREAS, Minnesota Statutes, Sec. 260C.331, subd. 3, requires the reasonable compensation for an attorney appointed by the court to serve as counsel be a charge upon the county in which the proceedings are held; and

WHEREAS, the Attorney agrees to provide the aforesaid services to qualified persons, upon the terms and conditions set forth in this CONTRACT.

NOW, THEREFORE, IT IS AGREED:

TERM

This CONTRACT shall be in effect starting **January 2, 2023** through **December 31, 2024**, **irrespective of the date of execution**. However, if both parties to this CONTRACT agree, this CONTRACT may renew for two (2) additional one (1) year periods or until terminated pursuant to Paragraphs 37 and 38 of this CONTRACT. **This CONTRACT shall supersede all prior agreements between the County and the Attorney.**

THE CONTRACT DOCUMENTS

The Contract Documents consist of, in order of priority, (1) This CONTRACT, (2) The RFP, (3) The Proposal of the Attorney and the Exhibits, Attachments, submitted by the Attorney, and all representations and commitments of the Attorney. The Contract Documents together form this CONTRACT as if repeated in this Contract, in their entirety.

SERVICES

1. The Attorney agrees, when appointed by the Court, to provide legal representation for parties involved in child in need in protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement. Representation shall include district court representation.
2. Attorney shall be reasonably available to be reached by telephone or e-mail for notice of emergency hearings, acceptance of appointment for specific cases and clients, and accessible in order to consult with clients and other parties to the proceedings. The Attorney will generally be available for efficient scheduling of district court hearings to address disposition of cases. If Attorney is unable to attend a proceeding, he will arrange for coverage by an associate or other contract attorney acceptable to the judge hearing the proceedings. Attorney will also notify Court Administration when he is not available due to vacation or other absences.
3. Attorney shall not be considered an employee of Chisago County but an attorney appointed by the court pursuant to statute acting in the independent capacity as legal counsel for the person whom he is appointed to represent.
4. Attorney will make a reasonable, good faith effort to be available for acceptance of appointment for specific cases or clients and agrees that attendance at hearings under this CONTRACT will take priority over other future legal work accepted by the attorney.
5. The Attorney shall perform the level and quality of services that the attorney would perform if privately retained by the individual represented.
6. The Attorney shall assume full responsibility for the case once assigned.
7. The Attorney shall obey all federal, state and county rules and regulations and policies prohibiting discrimination and promoting equal employment opportunity and affirmative action.
8. The Attorney is not guaranteed to be assigned a certain number of cases, nor a limited number of cases.
9. The Attorney shall work sufficient hours and/or expend necessary resources to ensure competent performance of all services required by this CONTRACT. The attorney
10. The Attorney shall maintain, or cause to be maintained a summary of cases, and record of hours devoted to providing services pursuant to this CONTRACT and make that available to the court and county upon request.
11. The Attorney shall agree that for audit purposes, Chisago County, the State Auditor or legislative auditor, or any of their duly authorized representatives, will have access at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this Contract pursuant to Minnesota Statute 16C.05, and shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Attorney which are relevant to the Attorney's performance and determination of the agreed upon rate under this CONTRACT.

12. The Attorney shall provide all general administrative services, including scheduling of attorney court appearances, overhead costs, travel/mileage expenses, and any necessary office supplies and equipment necessary to fulfill the obligations under this CONTRACT..

CASE ASSIGNMENTS AND HEARINGS

13. The Attorney will be assigned cases by the Court Administrator's Office as directed by the judges in accordance with their approved plan for assignment of cases. If Attorney is unable to accept the assignment, he will inform the Court Administrator's Office in writing. The Court Administrator's Office will then assign another contracted attorney in accordance with the approved plan.
14. Hearings or trials will be held as designated by the Court.
15. Chisago County and Attorney acknowledge that responsibility for assignment of cases lies strictly with the courts.

ASSIGNABILITY

16. Except as otherwise allowed for in this CONTRACT, this CONTRACT for professional services shall be specific to the ATTORNEY and shall not be assigned or subcontracted without the written consent of Chisago County. If Attorney is unable to attend a proceeding or otherwise fulfill duties under this CONTRACT, he will arrange for coverage by an associate or other contract attorney acceptable to the judge hearing the proceedings. If unable to fulfill the duties of the CONTRACT for a period of time, Attorney will also notify Court Administration when he is not available due to vacation or other absences.

COMPENSATION

17. Chisago County shall pay to the Attorney, for services under this CONTRACT, the following:
 - a. As consideration for representing eligible parents, guardians or custodians for whom counsel is appointed in connection with petitions for child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement, all of which are defined by Minnesota Statutes Chapter 260C, a Compensation Sum of **Four Thousand five hundred dollars and no cents (\$4,500.00)** per month will be paid by the County to the Attorney or the attorney's law firm.
 - b. This monthly payment will be paid on a monthly basis and is full consideration for all services provided, with the exception of the costs related to appeals as provided for in paragraph d of this section.
 - c. Unless amended by the parties, the monthly compensation of **\$4,500.00** will continue for the duration of the CONTRACT.
 - d. If an appeal to the Minnesota Court of Appeals is determined to be a county expense and Attorney is appointed by the judge, actual hours shall be invoiced at a rate of \$100 per hour, not to exceed a total of \$5,000. If an appeal is continued to the Minnesota Supreme Court and is determined to be a county expense and

Attorney is appointed by the judge, actual hours shall be invoiced at a rate of \$80 per hour, and the \$5,000 cap can be exceeded if approved by the court. In addition, the cost of preparation of a trial court transcript and binding and service of a formal brief for an appeal will be a county expense, separate from the compensation paid to Attorney.

- e. The monthly compensation noted in section 17.a, and hourly compensation for appeals noted in section 17.d above, include all the reasonable costs, disbursements and expenses incurred by the Attorney in providing the representation required pursuant to this CONTRACT. No other pay or benefits shall be paid, except as specifically stated in this CONTRACT or as set forth in any amendment reduced to writing.
 - f. Expert witness fees and related expenses shall be pre-approved by the Court and authorized by Court order before incurred. If pre-approved, the County will provide payment of the invoice for the amount approved by the Court. The Invoice shall specify the total amount due the witness or witness' employer, shall be submitted to the Court Administrator within 30 days of when the expense was incurred. The uncontroverted invoice will be paid within 35 days of submission to the Court Administrator.
 - g. If Attorney is unable to attend a proceeding, he will arrange for coverage as provided in section 2, above. Chisago County will not provide any additional compensation to the substitute attorneys. Any costs will be the responsibility of the attorney originally assigned to the case.
18. Changes to the payment schedule set forth in Paragraph 17 may be made from time to time by written amendment to this CONTRACT signed by both parties.

PAYMENT

19. Payment will be made by Chisago County to the Attorney on a monthly basis, prior to end of each month. For example, the monthly payment for services provided January 2021, will be made prior to the end of February 2021. Payments shall be made in the manner provided by law for payment of claims against Chisago County. Payment may include direct deposit to a bank account in the name of the Attorney. The Attorney may be required to provide additional documentation to the Chisago County Auditor to facilitate payment.
20. For payment for hourly services provided for appeals, Chisago County Court Administration requires invoices for services rendered within sixty (60) days of the end of the month of when an expense or charge is incurred. Court Administration will then submit the invoices to Chisago County for payment. Payments shall be made in the manner provided by law for payment of claims against Chisago County. Payment may include direct deposit to a bank account in the name of the Attorney. Payment may also be made automatically on or about the first day of each month for the prior month's Attorney services, when and if such process is approved by Chisago County for payment of claims such as provided in this CONTRACT, and so long as Attorney is in compliance with the terms of this CONTRACT each month.
21. If Attorney was providing legal representation for parties involved in child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care

placement under a previous CONTRACT that was terminated, the Attorney shall continue to provide services to those same clients under this new CONTRACT and the monthly compensation payment is payment for services provided to both new clients assigned and the existing clients. Any services provided prior to January 2, 2021 will continue to be paid for on an hourly basis under the previous contract.

INDEMNIFICATION

22. The Attorney agrees that he will indemnify and hold harmless Chisago County against any liability, loss, damage, costs, and expenses which Chisago County may hereafter sustain, incur, or be required to pay, but only by reason of and to the extent caused by any negligent act or omission or intentional act of the Attorney in the performance of this CONTRACT.

INSURANCE

23. The Attorney will at all times during the term of this CONTRACT have and keep in force at his or her expense professional liability insurance in the amount of not less than \$300,000 per occurrence.
24. Prior to the effective date of this CONTRACT, the Attorney shall furnish Chisago County with certificates of insurance certifying such coverage.
25. Chisago County may withhold payment for failure of Attorney to furnish certificates of insurance as required above.
26. All certificates of insurance shall provide that the insurance company gives Chisago County thirty (30) days' prior written notice of cancellation, renewal and/or any material change in policy.
27. The Attorney shall have and keep in force at the Attorney's expense workers' compensation insurance if applicable.

STANDARDS

28. The Attorney shall comply with all applicable Federal and State Statutes, regulations, Rules of Court and Rules of Procedure, as well as local ordinances which may apply, and are now in effect or hereafter adopted.
29. Failure to meet the requirements of paragraph 26 above may be cause for cancellation of the CONTRACT effective the date of receipt by the Attorney of the Notice of Cancellation.

EQUAL EMPLOYMENT OPPORTUNITY

30. During the performance of this CONTRACT, the Attorney agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; and Minnesota Stat.

§181.59. If during the term of this CONTRACT, it is discovered that the Attorney is not in compliance with the applicable regulations as aforesaid, or if the Attorney engages in any discriminatory practices, the County may cancel said CONTRACT as provided by the cancellation clause of the CONTRACT.

NONDISCRIMINATION

31. The Attorney agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Attorneys failure to comply with section 181.59 may result in cancellation or termination of the CONTRACT, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

DATA PRIVACY

32. The privacy of the clients and data related to the cases assigned to the Attorney are of utmost importance. Data collected, created, received, maintained, or disseminated for any purpose by the activities of the contractor, because of this CONTRACT may be governed by the Minnesota Rules of Juvenile Protection Procedure and any Protective Orders issued by the Court. The data may be protected by other state or federal rules, statutes and regulations, including but not limited to: attorney/client privilege, Health Information Portability and Accessibility Act (HIPAA), Minnesota Health Records Act, 42 CFR §290dd-2 related to Substance Use Disorder records. Additionally and simultaneously the data shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the contractor.

MODIFICATIONS

33. Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by CONTRACT of the County and the Contractor shall not require written approval.

MERGER

34. It is understood and agreed that the entire CONTRACT of the parties is contained herein, together and the aforementioned CONTRACT Documents and this CONTRACT supersedes all oral agreements, statements and negotiations between the parties relating to this subject matter not reduced to writing and executed as additional agreement between the parties. All items referred to in this CONTRACT are incorporated or attached and deemed to be a part of the CONTRACT.

AUDITS

35. Until the expiration of six (6) years after the furnishing of services pursuant to this CONTRACT, the Attorney, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this CONTRACT, and

the books, documents, records and accounting procedures and practices of the Attorney relating to this CONTRACT.

RESOLUTION OF DISPUTES

36. With the consent of both parties, any dispute arising out of the terms of this CONTRACT may be resolved by any of the Alternative Dispute Resolution (ADR) processes identified in Rule 114 of the General Rules of Practice for District Courts. The selection of the ADR processes and the neutral providing the ADR process will be by mutual consent. The process will be conducted by the neutral in accordance with the procedures set forth in Rule 114, Sections 114.07 through 114.10, and as they may be amended.

TERMINATION

37. Either party may terminate this CONTRACT, with or without cause, by giving the other party sixty (60) days written notice of termination. The notice of termination, if given by Attorney, shall be given to the Chisago County Deputy Administrator.
38. Upon termination of the CONTRACT by either party, the Attorney shall phase out all cases assigned under this CONTRACT through a phase-out plan approved by the Court and Chisago County. The phase-out plan may include transitioning all active cases to another attorney under contract with Chisago County, or if Attorney retains their existing clients until those cases are closed, compensation shall be made on an hourly basis at a rate of \$100 per hour or as agreed upon in the phase-out plan. Under no circumstances will the monthly payment be made to the Attorney after this CONTRACT is terminated.
39. As provided for in paragraph 1 of this CONTRACT, unless terminated earlier, this CONTRACT will terminate on December 31, 2024.

FIREARMS PROHIBITED

40. Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Chisago County pursuant to the terms of this CONTRACT. Violation of this provision is grounds for immediate suspension or termination of this contract.

EFFECTIVE DATE

41. This CONTRACT, consisting of the CONTRACT documents, constitute the entire agreement, and shall be effective as set forth in the TERM, noted above.

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

ATTORNEY: MACKENZIE GUPTIL

Signed _____
Attorney Date: _____

THE COUNTY OF CHISAGO
By Ben Montgomer
County Board Chair Date: 2/6/2023
By [Signature]
County Administrator Date: 2/6/23

APPROVED AS TO FORM:

Janet Rast

Chisago County Attorney Date: 01/26/2023



**Amendment and Renewal of County Contract for Professional Services for
Legal Representation of Eligible Parent, Guardians, or Custodian in Need of
Protection or Services (CHIPS) and Termination of Parental Rights (TPR)**

THIS CONTRACT First Amendment to the 2023 agreement between the **COUNTY OF CHISAGO, 313 North Main Street, Center City, MN 55012** ("County") and **MacKenzie Guptil, 1639 Main Street, Suite 1, Pine City, MN 55063**, ("Attorney") hereby agree and seek to **AMEND** and **RENEW** the existing contract, for the initial term January 2, 2024 through December 31, 2024.

WHEREAS, the County, pursuant to its authority under Minn. Stat. 373.01 and 373.02, has the authority to enter into agreements, particularly to secure representation of parents, guardians, or custodian as per Minn. Stat. 260C.163, Subd. 3; and

WHEREAS, the Attorney represents that it is duly qualified and continues to be willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreement set forth herein, the County and the Attorney agree to amend the existing Agreement as follows:

TERM OF CONTRACT; PAGE 1

The Contracted is renewed for an initial one (1) year period, **January 1, 2025 through December 31, 2025**, irrespective of the date(s) of signatures and final execution.

COMPENSATION; PARAGRAPH 17 a.; PAGE 3

As consideration for representing eligible parents, guardians or custodians for whom counsel is appointed in connection with the petitions for child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and for care placement all of which are defined by Minnesota Statutes chapter 260 a Compensation Sum of **Four thousand seven hundred dollars and no cents (\$4,725.00)** per month will be paid by the County to the Attorney or the attorney's law firm.

Unless specifically modified by this or other duly executed Amendment(s), the previous Agreement shall govern all other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the County, duly approves and approves execution of this Amendment and the Attorney agrees and executes this Agreement to be signed by the Chair and Clerk of said Board on the ____ day of _____ 202_.

COUNTY:

ATTORNEY: MacKenzie Guptil, Attorney at Law

By: _____
Chair of Chisago County Board
Dated: _____

Signed: _____
Attorney
Dated: _____

Attest: _____
Clerk to the Board

Reviewed by County Attorney

Janet Katz

**Amendment and Renewal of County Contract for Professional Services for
Legal Representation of Eligible Parent, Guardians, or Custodian in Need of
Protection or Services (CHIPS) and Termination of Parental Rights (TPR)**

THIS CONTRACT First Amendment to the 2023 agreement between the **COUNTY OF CHISAGO, 313 North Main Street, Center City, MN 55012** ("County") and **Jason W. Migala, Migala Law Office, 14 Seventh Avenue No., St. Cloud, MN 56303**, ("Attorney") hereby agree and seek to **AMEND** and **RENEW** the existing contract, for the initial term January 2, 2024 through December 31, 2024.

WHEREAS, the County, pursuant to its authority under Minn. Stat. 373.01 and 373.02, has the authority to enter into agreements, particularly to secure representation of parents, guardians, or custodian as per Minn. Stat. 260C.163, Subd. 3; and

WHEREAS, the Attorney represents that it is duly qualified and continues to be willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreement set forth herein, the County and the Attorney agree to amend the existing Agreement as follows:

TERM OF CONTRACT; PAGE 1

The Contracted is renewed for an initial one (1) year period, **January 1, 2025 through December 31, 2025**, irrespective of the date(s) of signatures and final execution.

COMPENSATION; PARAGRAPH 17 a.; PAGE 3

As consideration for representing eligible parents, guardians or custodians for whom counsel is appointed in connection with the petitions for child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and for care placement all of which are defined by Minnesota Statutes chapter 260 a Compensation Sum of **Four thousand seven hundred dollars and no cents (\$4,725.00)** per month will be paid by the County to the Attorney or the attorney's law firm.

Unless specifically modified by this or other duly executed Amendment(s), the previous Agreement shall govern all other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the County, duly approves and approves execution of this Amendment and the Attorney agrees and executes this Agreement to be signed by the Chair and Clerk of said Board on the ____ day of _____ 202__.

COUNTY:

ATTORNEY: JASON MIGALA; MIGLA LAW OFFICE

By: _____
Chair of Chisago County Board
Dated: _____

Signed: _____
Attorney
Dated: _____

Attest: _____
Clerk to the Board

Reviewed by County Attorney

Janet Ratz

Chisago County Request For Board Action

Meeting Date: January 7, 2025	Item Number: 23
Title of Item for Consideration: Official Zoning Map Adoption Hearing – Consolidated Rural Residential (RR) District	
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 most recently rescinded and replaced Chisago County Zoning Ordinance was first enacted as Ordinance No. 08-3 on December 30, 2008. From time to time, the County Board has enacted various amendments to said Ordinance and its affiliated Zoning Map. On December 18, 2024, the County Board of Commissioners Approved Ordinance No. 2024-1218-1, an Ordinance Repealing and Reenacting the Chisago County Zoning Ordinance text. The effective date of this new Zoning Ordinance was January 1, 2025, following Summary Publication and Recording.	
Background: As a part of the recent comprehensive update of the Chisago County Zoning Ordinance, the Rural Residential Zoning Districts (RRI and RRII) were consolidated into one single Rural Residential (RR) District. This consolidation necessitates a comprehensive Zoning Map amendment and adoption. Staff requests the County Board direct the Planning Commissions immediate public hearing review and recommendation concerning the Official Zoning Map.	
Action Requested/Recommended: It is respectfully requested that the Board direct the Planning Commission to conduct a Zoning Map Adoption Hearing. The following is the suggested motion: <i>“Move to Direct the Chisago County Planning Commission to conduct a Public Hearing in consideration of Official Zoning Map Adoption consistent with the recently enacted Zoning Ordinance No. 2024-1218-1.”</i>	
Implications of Action: Recommended Board action directs the Planning Commission to conduct a Public Hearing in consideration of adoption of the Official County Zoning Map. All cities and towns within the county will be notified. The likely hearing date will be February 6, 2025.	

Budget/Financial Implications: None.

Legal/Policy Implications: Public hearing notifications and process shall be conducted in accordance with applicable State Statutes.

Administrator's Recommendation

Approve CEB _____

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 24	
Title of Item for Consideration: FINAL Contract Payments for CSAH 21 Reconstruction		
Action Requested by: Joe Triplett, Director	Department: Public Works	
Previous Action on this Matter: Projects have been previously approved and awarded.		
Background: The final contract payment amount for the CSAH 21 Reconstruction is \$59,222.02. The revised contract amount was \$4,982,306.23 and the total work certified amount was \$4,883,792.87.		
Attachment(s): Final Contract Voucher – CSAH 21 Reconstruction (<i>available upon request</i>)		
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract payment for the CSAH 21 Reconstruction. The following motion is suggested: <i>“Move to approve the final payment for the CSAH 21 Reconstruction.”</i>		
Implications of Action: Board approval at tonight’s meeting will allow the Public Works department to complete the project.		
Budget/Financial Implications: None.		
Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.		
Administrator’s Recommendation		
Approve <u>CEB</u>	Deny _____	Other _____

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

Project Contract for CSAH 16 Reconditioning Project

This Agreement entered into this ____ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Knife River Corporation – North Central, a Minnesota Corporation,
4787 Shadow Wood Dr. NE, Sauk Rapids, Minnesota 56379

The Project: CSAH 16 Reconditioning Project
CP 13-16-25

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 16 Reconditioning Project (CP 13-16-25), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved progress schedule. The Contractor shall notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their constructions schedule prior to the preconstruction meeting.

3.4 This Contract allows for a flexible starting date to occur on or after May 5, 2025. The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.5 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 a.m. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.6 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before July 18, 2025.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Three Million Six Hundred Ninety-Four Thousand Seven Hundred Sixteen Dollars and zero cents (\$3,694,716.00).

ARTICLE V – PROGRESS PAYMENTS

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

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

ARTICLE VI – FINAL PAYMENT

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

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for

work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

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

ARTICLE VIII - INSURANCE

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

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

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

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

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

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

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

ARTICLE IX - INDEMNIFICATION

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

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

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

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

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

ARTICLE XI - NOTICES

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

The County:
Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Tom Hall
Knife River Corp.
4787 Shadow Wood Dr. NE
Sauk Rapids, MN 56379
(320) 251-9472
krcmn.subquotes@kniferiver.com

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

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

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

ARTICLE XIV – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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Chisago County Request for Board Action

Meeting Date: January 7, 2025	Item Number: 25
Title of Item for Consideration: Updated Local Transit Sales and Use Tax Agreement	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: Original Agreement - February 2016. The last time the agreement was updated was June 2023.	
Background: The Department of revenue is updating our local sales tax agreement. The last update to this agreement was in June 2023. The changes are to the section regarding their fees. The new agreement includes an updated rate for the administrative fee found in the Reimbursement of Costs section. This new administrative fee begins with payments made to local governments in January 2025, for the local sales tax collected from the November 2024 revenue period. The new language for the administrative fee states the Department will collect a flat rate of up to 1.0% of local sales taxes collected. The language is updated to allow for adjustments to reflect the fluctuation of sales tax revenues. By doing this, updates to the agreements will only be required if the administrative costs exceed the flat rate. To which the 180-day notice is required. Starting in January 2025, the rate will be 0.90%. The County Attorney's Office has reviewed the updated agreement and has no recommended changes. Attachment(s): • Updated Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the updated agreement. The following motion is suggested: <i>"move to approve the attached Agreement Between the Minnesota</i>	

Department of Revenue and Chisago County for Collection of a Local Transit Sales and Use Tax."

Implications of Action: County Board approval will allow continued collection of the local transit tax for highway projects.

Budget/Financial Implications: The funds collected funds highway projects.

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 _____



Agreement Between the Minnesota Department of Revenue and Chisago County for Collection of a Local Transit Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Chisago County Transit Sales Tax
- Chisago County Transit Use Tax

Laws of Minnesota Statute 297A.993 authorizes the above taxes. The taxes are imposed by Chisago County Resolution 15/1118-3 approved November 18, 2015.

Administration, collection, and enforcement

The Department of Revenue (Department) will administer, collect, and enforce the Chisago County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Chisago County. If the local tax revenues collected are not sufficient to cover actions taken, Chisago County must provide the Department with sufficient funding to process all adjustments.

Chisago County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Chisago County further agrees to take corrective action within 90 days if notified by the Department of required resolution language changes. The Department will not enforce or engage in compliance activities for local taxes administered by the Department if any portion of Chisago County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The Department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Chisago County taxes covered by this agreement. The Department is also responsible for informing newly registered businesses of their obligations to collect and remit Chisago County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Chisago County tax

jurisdiction will be registered for the Chisago County taxes by the Department. We will mail an informational notice of registration to these businesses.

Outreach and education

The Department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Chisago County taxes by posting a notice on the Department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the Department's website.

Chisago County acknowledges that there is no cost-effective way to identify specific vendors located outside the Chisago County taxing jurisdiction who are required to be registered for Chisago County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the Department and through other contacts that the vendor has with the Department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Chisago County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Chisago County will briefly describe the taxes and provide a link to the Department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes and reference the Department's website link.

Returns and remittance

Vendors will collect and remit Chisago County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the Department are deposited in the State Treasury and credited to a special account. The Department will draw from this account to recover Department costs as provided in this agreement, and to transmit collections to Chisago County. Chisago County will accrue no interest on this amount.

Transmittal of tax

The Department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection, the Department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The Department retains a fee for administering, collecting, and enforcing the Chisago County taxes as provided in this agreement. The Department sends notification each month to Chisago County with the month's sales and use tax collections and the administrative fees deducted.

Reports

Upon request, the Department will provide Chisago County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Chisago County must submit a written request via email or US mail. The Department will consider

requests for more frequent reports for an additional administrative fee.

Disclosure

Chisago County understands that any local sales and use tax account information given to it by the Department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The Department will provide disclosure training materials to Chisago County's designated representative. Chisago County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the Department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Chisago County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Chisago County's obligation to instruct the Department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the Department suspending Chisago County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The Department will allow Chisago County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the Department under this agreement. Chisago County will submit any requests to inspect the sales or use tax data to the Department in writing, as prescribed by the Department.

Reimbursement of costs

The Department will review its own direct and indirect costs for administering, collecting, and auditing local taxes, and as needed adjust costs accordingly.

For each month of collection, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Chisago County will pay a flat rate of up to 1.0% of sales taxes collected to cover the administration, collection, and auditing of all local sales taxes administered by the Department. If the reimbursement of costs increases, the Department will notify Chisago County at least 180 days prior to the rate change. An updated agreement is only required when an increase to the flat rate of 1.0% is determined. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The Department will provide a report to Chisago County after the last month that the tax is in effect. The report will indicate the total amount of Chisago County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the Department will

work with Chisago County to determine a reserve amount the Department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Chisago County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Chisago County will be notified of the final settlement.

Responsibilities

When the boundary limits for Chisago County change, it is the responsibility of Chisago County to notify and provide the Department with the updated boundary information. The Department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the Department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The Department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Chisago County updates or amends the county resolution relating to the Chisago County tax covered by this agreement, Chisago County must provide a draft of the changes to the Department for review before it is made final. The Department will review the changes to ensure compliance with governing statutes. Chisago County will then provide the Department with a signed copy of the revised or amended resolution.

Chisago County must provide the Department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Chisago County will notify the Department prior to the 90-day notification requirement for when the tax will end. The Department will work with Chisago County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Chisago County.

Minnesota Department of Revenue

Signature: _____
Paul Marquart
Commissioner of Revenue

Date: _____

Chisago County Representative

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____



CORR.

Legislative Policy Priorities

Adopted by AMC Board of Directors 12/8/24

2025

ENVIRONMENT & NATURAL RESOURCES

SOLID WASTE

Counties are being challenged to provide solid waste management, facilities, and programs that meet the needs of the public and wishes of policy makers. SCORE is the primary state funding to local governments for waste management and is funded with Solid Waste Management Tax (SWMT) revenue. With growing costs, counties need 100 percent of the SWMT to be dedicated to waste management, yet 27% goes to the State General Fund. The Solid Waste Capital Assistance Program provides state support for public solid waste infrastructure and is funded through the bonding bill. E-waste and batteries are problematic materials and current state programs are failing to address the needs of the public. AMC supports reforming these laws to ensure that these products are properly managed, and the costs are not landing on local governments. Counties have invested in facilities to protect public health and the environment. The state should work with counties on policies and financial support that recognizes diverse circumstances and maximizes positive outcomes. ●

AMC supports funding and policy for comprehensive and innovative solid waste management systems, including SCORE, Construction & Demolition (C&D) management, E-waste/Batteries, Solid Waste Capital Assistance Program, Waste-To-Energy and emerging technologies.

AMC supports legislative action to provide comprehensive property tax relief through traditional county aid mechanisms (such as County Program Aid) as well as through targeted mandate relief.

GENERAL GOVERNMENT

PROPERTY TAX, LEVY, AND MANDATE RELIEF

Property tax relief is a historic and ongoing priority for all county governments. In recent years, counties have witnessed a variety of concerning trends that have added property tax burden even after the consideration of important aid increases in 2023 (\$80m in new CPA). 2024 and 2025 budget trends once again point to trying times in government finance due to a litany of overlapping factors. These factors include but are not limited to: increasing mandates and service costs, labor and workforce changes, impacts due to inflation, and continual erosion of tax base. Together, these trends mean that the percentage of counties' budgets funded by property taxes are at historic, and unsustainable, highs. This priority focuses on the theme of providing additional property tax relief but is flexible to allow staff to respond to budget and political environments and to ultimately pursue policies/proposals that target specific tax relief mechanisms (homestead exclusion/targeted property tax refund), create new mandate-specific relief proposals, and/or support efforts to provide additional increases in County Program Aid (CPA) or other new aid categories. ●

HR POLICY CLARIFICATION: PAID FAMILY & MEDICAL LEAVE ACT; EARNED SICK & SAFE TIME

During the 2023 session, DFL lawmakers passed two historic pieces of legislation that fundamentally changed the administration of employee leave and sick time programs—the Minnesota Paid Family and Medical Leave Act (PFMLA) and Earned Sick and Safe Time Law (ESST). AMC worked throughout the 2023 session to educate legislators about the ample benefits local governments offer employee groups through collective bargaining agreements while asking for exemptions for certain requirements or specific language to address counties' unique needs and existing benefit structures. Ultimately, these requests were met with limited success resulting in local governments and business communities failing to influence structural elements of both proposals. AMC returned to the Capitol in 2024 seeking both clarification on the application of new Earned Sick and Safe Time benefits as well as the ability to require certain emergency personnel to work during weather related emergencies. While subtle changes were made, substantive concerns remained unaddressed. In addition to ESST, Minnesota's new Paid Leave program will come into effect January 1, 2026—with both payroll deductions and the pay out of benefits. There is much uncertainty on the logistics of leave categories and specific definitions, the communication between the new state agency and governmental entities, the range of premium costs, and local governments' ability to plan workforce needs accordingly. With the change in political makeup post-2024 election, there is now a slim opening for revisiting some of these concerns. ●

AMC supports changes to the Paid Family Medical Leave Act ("Paid Leave") and Earned Sick and Safe Time laws that provide additional employer clarifications, rectify certain inconsistencies or logistical oversights in the laws, and recognize the role of past collective bargaining agreements along with the unique responsibilities county governments are tasked with in carrying out fundamental services within the community.

AMC supports structural investments to modernize, sustainably fund, and collaboratively govern a statewide human services technology system that accounts for local implementation needs and prioritizes the replacement of SSIS and MAXIS.

PUBLIC HEALTH & HUMAN SERVICES

HUMAN SERVICES SYSTEMS MODERNIZATION

Over the past decade, state technology platforms that support work across human services have significantly deteriorated, resulting in antiquated and clunky systems that don't work for a county-based workforce or the Minnesotans that count on counties to support them. The state's antiquated human services technology platforms are inefficient and burdensome for county staff and combine cumbersome and inefficient administrative rules and requirements that prolong administrative work and create roadblocks for county workers. Social Services Information System (SSIS) is Minnesota's Statewide Automated Child Welfare Information System (SACWIS system) that collects federally mandated child welfare data and provides support for the delivery and management of child welfare services, as well as some adult programs and child programs and fiscal reporting, that is used by more than 6,000 workers across the state. MAXIS is a state human services computer system used by state and county workers to determine eligibility for public assistance and health care, which is used by over 2,000 county financial workers and impacts eligibility for more than a half a million Minnesotans.

AMC supports a state investment in SSIS sufficient to replace the system—expecting to cost \$100 million dollars (state system replacement funding is likely eligible for a 50% federal match). AMC also supports funding a long-range solution and worker friendly alternative to MAXIS. Furthermore, AMC supports a transparent, agile and collaborative, co-governance model with both DHS and Department of Children, Youth, and Families (DCYF) with respect to decision making and prioritization of investments and replacement of the antiquated systems.

In addition to investing in and replacing state systems, many counties across the state have adjusted to the woeful inadequacies of the state IT systems by investing in workarounds and enhancements to serve people better. In recognition of the interplay between state and local government technology systems, AMC supports state funding to counties that addresses county capital infrastructure needs to infuse and allow for interactivity with the antiquated state provided systems. ●

MENTAL HEALTH

The mental health system must ensure that individuals with complex needs, particularly those involved in the justice system, receive appropriate and timely care in culturally responsive and medically suitable settings. To ensure the success of this continuum of care, Minnesota must establish a roadmap to build and staff necessary facilities, expand preventive and community-based services, and reduce reliance on jails and emergency rooms for mental health care. These efforts will provide a stronger safety net for vulnerable populations, reduce recidivism, and improve outcomes for individuals and families affected by severe mental illness.

The State of Minnesota must develop a sufficient state-operated safety net of mental and behavioral health facilities. Minnesota needs more beds – both at state-operated facilities and in the community – and more appropriate preventative and community services. The state needs to expand spaces for high acuity (more involved and labor-intensive services for those with complex needs) placements along with integrated developmental disability and mental health homes, and both secure and non-secure therapeutic treatment options for adults and children involved with the criminal justice system.

By addressing gaps in mental health infrastructure and dedicating resources to early intervention, long-term care, and housing, Minnesota can create a system that supports the well-being of all its residents and ensures equitable access to necessary services. Minnesota dedicating new Children's Mental Health Initiative (CMHI) funding, modeled after the flexibility and local responsiveness of the regional collaboration found in the Adult Mental Health Initiative (AMHI) model, will help assure early intervention and transition care is available for children and families in their communities. State resources and bonding dollars should be leveraged to support local governments when developing, building, or remodeling facilities.

AMC supports permanently codifying and expanding relief from a county cost share for Does Not Meet Medical Criteria (DNMC) patients delayed in transferring from one state facility to another, and counties will seek language regarding priority admissions that will maintain accountability for the state's role and require individuals' needs be met in an appropriate setting. ●

CHILD WELLBEING

The implementation of the Minnesota African American Family Preservation and Child Welfare Disproportionality Act (MAAFPA) will require thoughtful investments in the areas of workforce, staffing, service development, technology, and programming that supports training and development of system actors, including county workforce, to ensure that the racial and economic disproportionality that exists in Minnesota's child protection system is addressed. AMC supports resourcing of local needs in accordance with the findings of the legislative budget office's local impact study, the findings of the state workgroup, and with consideration of investments at the state level. Furthermore, AMC supports ensuring that the necessary adjustments are made in technology and training systems to ensure that the county-based workforce has the information, training and technology necessary to implement the law prior to 2027 implementation, with a preference for one year in advance. Where applicable, AMC supports centralization of administrating and operational components of the law to ensure consistency in reporting, monitor trends, and reduce administrative burden while fostering collaboration and partnership between systems, with a commitment to continuous improvement. ●

AMC supports new state investments in creating a comprehensive mental health continuum of care to address Minnesota's mental health crisis facing those in community and in our justice system. This includes early intervention for youth, development of a Children's Mental Health Initiative, expanded long-term treatment options, expanded access to state operated mental health beds, permanently eliminating the county "Does Not Meet Medical Criteria" cost share, and clarifying the state's safety net role in providing and funding critical services.

AMC supports investments in the areas of workforce (availability and training), program and service development, technology and system collaboration to support the successful implementation and sustainability of the Minnesota African American Family Preservation and Child Welfare Disproportionality Act (MAAFPA).

AMC supports full funding of Minnesota's community supervision pursuant to Minnesota Statutes 401.10 through the single funding formula to deliver core supervision services.

PUBLIC SAFETY

COMMUNITY SUPERVISION FUNDING

Minnesota's community supervision system is essential for public safety and received a historic increase in 2023 with the development of a new funding formula. Unfortunately, the state was not able to fully fund the formula, leaving a gap in services. The state's single funding formula, governed by Minnesota Statutes 401.10, ensures that community supervision services remain accessible and effective across all counties. Full funding is necessary to meet rising caseloads, improve service delivery, and enhance outcomes for individuals under supervision. Consistent and adequate funding ensures that core supervision services such as monitoring, rehabilitation, and community reintegration are sustained and is a key facet of community public safety. ●

EMERGENCY MANAGEMENT AND RESPONSE SYSTEMS INVESTMENTS

A well-coordinated and sustainably funded emergency management system is essential to protect public safety and health. Emergency Medical Services (EMS) serve as the backbone of Minnesota's health response infrastructure, but providers face increasing difficulties maintaining 24/7 service due to workforce shortages, rising costs, and outdated infrastructure. At the same time, communities are experiencing a surge in diverse emergencies—from natural disasters to public health crises—requiring investments in both human resources and technology. Additional investments in critical technologies, such as the ARMER radio system, and reliable funding for local emergency management are vital to ensuring communities can respond effectively to emergencies of all types. ●

AMC supports strategic investments in a comprehensive emergency response system that ensures equitable access to 24/7 ambulance services, strengthens local emergency preparedness, and modernizes infrastructure and technology to effectively address the growing complexity of emergencies.

AMC supports a bonding bill that includes funding for transportation-related programs, including the Local Road Improvement Program, the Local Bridge Replacement Program, the Local Government Road Wetland Replacement Program, and the Busway Capital Improvement Program.

TRANSPORTATION & INFRASTRUCTURE

BONDING

While a historic \$2.6 billion capital investment package passed during the 2023 session, it was largely seen as a makeup bill after no bonding bill passed during the 2022 session. After spending most of the 2024 session working on a bonding bill, the session ended without the passage of one. Typically, even numbered years are seen as bonding years, but that has rarely been the case in recent history and did not end up being true last year. Local road and bridge needs are as follows:

For local bridges: Over the next five years, local agencies have identified 948 priority bridge replacement projects, requesting approximately \$282 million in state bridge funds, with approximately \$740 million in total construction costs.

For local roads: During the 2023 Local Road Improvement Program (LRIP) competitive solicitation process, MnDOT State Aid received 379 applications requesting a total of \$418 million in LRIP funding for the \$103 million available.

It is more important than ever for the Local Government Road Wetland Replacement Program to receive both a general fund (GF) cash investment and general obligation (GO) bonds. A cash investment will be necessary to address the immediate credit shortage in several bank service areas across the state and to ensure that local road construction projects can proceed as planned. ●

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