Chisago COUNTY USA | BOARD OF COMMISSIONERS

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

County Administrator
Chase Burnham

Board of Commissioners
REGULAR MEETING – Wednesday, March 5, 2025
County Board Room, Room 172
*******AMENDED*******

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

Health and Human Services Committee of the Whole:

Discussion

1.)	Director's Report	TAB 1

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

2.)	Payment of County's Warrants for HHS	TAB 2
3.)	Prof/Tech. Services Contract between Sheila Bohnsack and Chisago County	TAB 3
4.)	MDH Community Health Board Grant Project Agreement Amendment	TAB 4
5.)	Prof/Tech Services Contract with Pine Fiduciary Services LLC	TAB 5
6.)	SHIP 240 - 243 Grant Agreements	TAB 6

Board of Commissioners' Business Meeting

Consent Agenda:

1.)	HHS Committee Recommendation – Director's Report	TAB 1
2.)	HHS Committee Recommendation – Payment of County's Warrants for HHS	TAB 2
3.)	HHS Committee Recommendation – Prof/Tech. Services Contract w/ Sheila Bohnsack	TAB 3
4.)	HHS Committee Recommendation – MDH Health Board Grant Project Agmt. Amend.	TAB 4
5.)	HHS Committee Recommendation – Prof/Tech Contract with Pine Fiduciary Services LLC	TAB 5
6.)	HHS Committee Recommendation – SHIP 240 - 243 Grant Agreements	TAB 6
7.)	Minutes from the February 19th, 2025, Meeting	TAB 7
8.)	Payment of County's Warrants and Miscellaneous Bills	TAB 8
9.)	Recognition of County Staff March Anniversaries	TAB 9
10.)	Exempt Gambling Permit – Almelund Threshing Show	TAB 10
11.)	Premises Permit Application – Goose Lake Association	TAB 11
12.)	Acceptance of a Donation – Chisago County Sheriff's Foundation	TAB 12
13.)	2025 Budget Adjustments and Permanent Transfer	TAB 13

Other Business of the County Board

14.)	Use of Compliance Funds for Aumentum/Tyler Conversion	TAB 14
15.)	Letter of Support for the Rush City Public Works Federal EDA Grant	TAB 15
16.)	St. Croix River Education District GED Programming MOU	TAB 16
17.)	Out-of-State Travel Request - Laboratory Re-Certification Course, Johnston, IA	TAB 17
18.)	Out-of-State Travel Request – Training on Child Exploitation Conference, Wash. D.C.	TAB 18
19.)	Aquatic Invasive Species (AIS) Prevention Aid Program and Roadside Surveys Agmts	TAB 19
20.)	*****Lease for Lawful Gambling Activity – Goose Lake Association*****	TAB 20

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 CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- **Budget and Finance Committee,** Wednesday, March 12, 2025
- **Chisago County Board of Commissioners Meeting,** Wednesday, March 19, 2025
- **Chisago County Board of Commissioners Meeting,** Wednesday, April 2, 2025
- **Chisago County Strategic Planning,** Friday, April 4, 2025 at 1:00 p.m., Chisago County Government Center Room 150C

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

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings March 1st through March 6th 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 12400 International Drive, Orlando, FL 32821, a location open and accessible to the public.

TAB 1

Robert Benson
Health and Human Services Director

Office (651) 213-5600
Robert.Benson@chisagocountymn.gov

Memo To: **Chisago County Commissioners**

From: **Robert Benson; Health and Human Services Director**

RE: **Report of the Health and Human Services Department**

Date: **February 26, 2025**

I. Department Updates/Highlights:

Attached is the Human Services Annual Report for 2024. Over the last few years, the report has grown significantly and so we changed the format up some this year and rather than presenting a long Power Point slide show for you, I thought I would just provide the report to you and highlight a few items in my Board Report that I would like you to take notice of. Additionally, if you have any questions about the report, I can certainly address those as well.

Because of the complex and diverse work that Health and Human Services does, we also decided to split up the report some. So attached is the Human Services Report and we will be presenting the Public Health Report at a future Board Meeting.

There will be many changes coming to Child Protection/Childrens Services. This year we will see the age of delinquency raise to 13. What this means for Childrens Services is that any child under the age of 13 that commits a delinquent act or juvenile petty offense will be referred to Child Welfare rather than the Juvenile Justice system as they would have been in the past. This is an attempt by the state to keep kids out of locked facilities. While we certainly think that is a worthy goal, there is such a shortage of beds across the state for children in need of behavioral health services, that this could have some unintended consequences. Human Services does not have the capacity to house children. Additionally, Chisago County has one dedicated Child Welfare Worker on staff. Depending on the numbers we may begin seeing, we may need additional staff to address the increased demand. This legislative change is effective August 1st, 2026.

The African American Family Preservation and Child Welfare Disproportionality Act was passed in the 2023 legislative session. This Act requires that active efforts are implemented for the majority of children and families in the Child Protection System. This is opposed to the previous standard of reasonable efforts. The Act has a phased in implementation plan with Hennepin and Ramsey Counties implementing it now and the rest of the state must have it implemented by January 1st, 2027. There are a host of new training requirements and other expectations for staff. This will severely limit the number of families that any one Case Manager can work with at any one time. As I have mentioned at a previous Board Meeting, this will require additional staff in Childrens Services/Child Protection. The legislature did allocate $5 million to Hennepin and Ramsey to start the implementation, but no additional funding has been allocated to support other counties at this time.

Our Aging and Disabilities Division continues to have a waiting list for MnCHOICES Assessment. This is due to several factors, including our aging population here in Chisago County and the increase in demand for an assessment due to disabilities or those with aging needs. An increase in assessments means an increase in individuals on waivers. At this time all of our Waiver Case Managers have extremely high caseloads, and we are having to refer new waiver recipients out to one of our contracted agencies to receive case management services. Since waiver services are billable, it benefits both the County and the individual being served to keep as many waiver clients in house as possible. We will be proposing a new case management position at the next Personnel Committee Meeting. Our Case Managers generally bill enough to cover their salary and benefits.

Last year, during the COVID unwinding, Income Maintenance was awarded additional funding to assist. At this time we have fairly well completed the unwinding and still have some funding left. We have reported to the state that we have that money allocated for technology upgrades. We will be looking to bring Caseworks to our Income Maintenance area, as we brought it to our Child Support area last year. We should be able to fully fund this with the allocated unwinding money.

The State Legislature continues their work. There are still a lot of unanswered questions, but we are closely watching. The Governor's budget proposal included a lot of cost shifts to counties as well as reductions in funding to the counties. It appears that most legislators are not supportive of the Governor's budget cuts, but there is still a feeling that cuts need to be made somewhere. We are continuing to work with our lobbying organizations to ensure that county concerns are heard by the legislature.

We are also continuing to watch the federal government and proposed cuts in funding or services that may be made at that level and how they may impact counties and the services we provide.

II. Financial Notes:

I have highlighted in the annual report that Health and Human Services ended 2024 within our budget. Our earned revenue came in 2% over what was budgeted, and our expenses came in 3% under what was budgeted. We feel very confident that this demonstrates the work put into our budgeting process and integrity of our forecasts.

Our collections this year also exceeded expectations, collecting a little over $1.1 million.

III. Staffing Updates:

We have had one nurse in Public Health return after an extended leave, and we have hired the new Cannabis/Substance use Prevention Coordinator (contracted position). We have also hired a new Children's Behavioral Health Case Manager to replace a staff that moved to the Outreach Coordinator position.

IV. Review Requests for Board Action:

Chisago County Human Services 2024 Annual Report

February 25th, 2025

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Health and Human Services Director:

Bob Benson

Public Health Administrator:

Courtney Wehrenberg

Family Services and Economic Support Division Manager:

Todd McMurray

Aging and Disabilities and Behavioral Health Division Manager:

Jolene Thorsen

Fiscal Operations Division Manager:

Mark Florin

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Due to the complex and diverse work that Health and Human Services conducts, for 2024 we have separated our reports into two separate reports. This is the report for the Human Services portion of the department. The Public Health portion will be produced separately.

The Family Services and Economic Support Division is made up of two primary areas with multiple work teams.

Family Services consists of:

- Child Protection
- Child Foster Care Licensing
- Daycare Licensing

Economic Support Services includes:

- Food Support
- Family and Adult Financial Cash Programs
- Medical Assistance Programs
- Childcare Assistance
- Child Support

Child Protection Intake and Assessment and Parent Support Outreach Program (PSOP)

In 2024 we experienced some staff shortages at times due to staff leaves and training needs. Our intake, investigations, and PSOP staff all stepped up to work to cover the shortages as needed. We were also fortunate to find and hire an emergency temporary hire to assist when multiple staff were out.

Our PSOP worker provided services for 38 families at risk of child protection involvement. This is 90 children who were helped. This is an increase from the 25 families who received services in 2023. Our PSOP program continues to grow and plays a critical role in helping to keep families out of the child protection system. We are seeing an increase in need in children under age 10 here in Chisago County.

The Child Protection Intake received 1,105 intakes in 2024. This is about a 2% increase from 2023. Of those intakes 194 were screened in for investigation or assessment. This is about a 5% increase from 2023.

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Child Protection Intake and Assessment and Parent Support Outreach Program (PSOP)

1,105 CP Intakes Received:

194 cases were screened in for investigation/assessment

154 screened in for Family Assessment

92 screened in for Investigation

6 Facility Investigations

33 cases were referred to a current open case

When reviewing the numbers, some reports may involve multiple children or we may have received multiple reports about one or more incidents with a single family, so the numbers may add up to more or less than the total.

In addition to the cases above, child protection opened 14 child welfare cases in 2024 and conducted 8 law enforcement assists where child protection does not have an open case, but assists our law enforcement partners with interviews or other issues.

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Child Protection

Our forensic interview and visitation rooms continue to play an important role in the work child protection does.

Child Protection conducted 22 forensic interviews in 2024.

The visitation room provides a safe place for staff to supervise visits and conduct court ordered drug testing. At one point this year, it was necessary for security to become involved in a situation. This ended well with a safe outcome for the children, family member, and staff involved. The visitation rooms are generally used 3 to 4 times each week.

We are very appreciative of the Board's support in creating this critical space.

Photo of the forensic interview room and the staff/ attorney/ law enforcement observation and meeting room.

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Family Visitation Room

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Our Citizens Review Panel continued their work through 2024.

The Panel currently has 6 members and are planning to add one new member in 2025. The Panel's focus in 2024 was again recruiting and broadening their community scope. Panel members also participated in seven maltreatment reconsideration case reviews in 2024. We appreciate the partnership with the panel members as they had to consider some very difficult cases in their reviews this past year. This practice ensures that checks and balances are in place so that cases are reviewed in an unbiased manner.

Child Protection Case Management Services

Our Child Protection Case Managers provided services for 240 children in 2024. Seventy-eight children were placed out of their home in 2024. This is a reduction in the number of children in placement from 2023. This is good news and is a continuation of our trend downward of having to place children out of their home.

There were also 15 children adopted in Chisago County in 2024.

Child Foster Care Licensing

Chisago County currently has 21 licensed relative child foster homes. These homes serve children from Chisago County, other Minnesota counties, and ICPC placements from other states. We also have 14 traditional child foster homes and 7 other relative child foster homes to assist with child placements as necessary.

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Childcare Licensing

There continues to be a significant need for more childcare providers in Chisago County as well as the entire state. Chisago County ended the year with 57 licensed family childcare providers. There are currently four family childcare licenses in process. In 2024 we granted 48 variances for increased capacity.

The state began the new continuous license process January 2025. This is a noteworthy change from the previous licensing process, as it will allow license holders to complete much of the licensing process on line. The Chisago County Childcare coalition was able to secure grant funds from First Children's Finance. The funds were used to purchase back-packs, emergency radio/flashlights, and first aid kits for all licensed family childcare providers and new applicants. They have also begun some provider retention and appreciation events including some great training events.

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Income Maintenance

Intake Applications

Chisago County Income Maintenance staff processed 2,694 new applications for public assistance in 2024. This is a 4% increase over 2023. There was a small decrease in applications in 2023 due to the elimination of post pandemic policy. Many SNAP recipients closed for the first time since the pandemic ended, leading to the higher number of applications in 2024.

Employment Services

In 2024 Chisago County passed through approximately $213,230 to Central Minnesota Jobs and Training (CMJTS) to help serve our MFIP/DWP and SNAP populations. CMJTS assists with the resources needed to identify a career pathway, develop client skills, and find the right job. During this time Health and Human Services did publish a request for proposals for any provider to apply to provide these services. After the RFP process, CMJTS was again selected to provide these services in Chisago County.

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Income Maintenance

Family Cash Programs

Minnesota Family Investment Program (MFIP) is the state's primary program for helping low income families with children. Chisago County served 1,981 individuals in 2024, issuing $803,349 in benefits. The number of individuals served did slightly decrease from 2023, as did the payments.

Divisionary Work Program (DWP) is a four month program to help low income families find employment. 181 individuals were served on this program in 2024, issuing $34,330. The issuances and number of people served remained relatively the same as 2023.

Emergency Assistance for Families is a one time payment for unexpected shelter/utility/car repair expenses. Chisago County spent $32,945 in 2024. This was a 26% increase in spending from 2023, however, this was well under our $84,000 allocation.

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Income Maintenance

Adult Cash Programs

Minnesota Supplemental Aid (MSA) provides cash assistance to adults receiving Supplemental Social Security income to assist in meeting basic needs. Individuals receive $81 per month or an increased amount if they qualify for special diet or need additional assistance. In 2024 Chisago County served 1,514 individuals issuing $223,116 in benefits. There was a small increase in issuances due to special diets and housing needs.

General Assistance (GA) is for individuals not receiving Social Security who are over the age of 55, unemployable, or have a temporary disability. Individuals receive $350 per month. Chisago County served 886 individuals with General Assistance, issuing $169,244 in benefits.

Emergency General Assistance (EGA) can be accessed once in a 12 month period to assist with unexpected shelter/utility expenses. We distributed $4,899 of our $7,828 allocation.

Housing Supports pays for room and board for seniors and adults with disabilities with low incomes. In 2024 Chisago County served 1,590 individuals issuing $809,506 in benefits. There was a slight increase in caseload size and a 24% increase in issuances due to increased payments and housing needs.

Income Maintenance

Food Support

Supplemental Nutrition Assistance Program (SNAP) is a federal food program for adults/children not living in a facility. SNAP helps low income residents obtain food, and supports state and local communities by boosting their economies. Every $5 in SNAP benefits generates approximately $9.20 in total community spending.

On average 2,394 individuals in Chisago County received SNAP benefits each month in 2024, for a total expenditure of $4,320,418. This was a decrease in issuance of 19% from 2023. This can be attributed to the removal of banked months for single adults w/o dependents who are able to work.

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Income Maintenance

Medical Assistance

Minnesota Eligibility Technology System (METS) is the public Medicaid or MNSURE program for those under age 65, non-disabled, income qualified individuals. This system was implemented in 2013 and still requires many manual work-arounds for staff, because of the lack of functionality within the system. These practices take staff longer to process cases, and therefore, staff have smaller case load sizes.

7,204 Chisago County residents received services through MNSURE/Medicaid/Minnesota Care in 2024. There was an increase in the number of people served due to a directive from the state of Minnesota, requiring counties to add all household members to the cases.

Medical Assistance (MA) is the old system or cases yet to be converted to METS. This includes individuals over 65, Long Term Care (LTC), disabled, and employed disabled. Chisago County served 1,817 individuals on MA in 2024.

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Income Maintenance

Medical Assistance Unwinding, Ended July 2024

The Chisago County Income Maintenance team completed the state mandated unwinding process in July 2024. This was the process that recertified Medicaid participants that were frozen for eligibility through COVID. The management team was successful in analyzing work loads to not add staff and there was minimal overtime needed throughout the process. Because of this effort from staff and management we can appropriate approximately $247,900 remaining in unwinding funds for future technology needs. We have earmarked the funds needed to implement Caseworks work solution in 2025 before the funds expire.

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Income Maintenance

Childcare Assistance

Childcare Assistance (CCA) subsidies can be paid out to credentialed, licensed, legal non-licensed, licensed exempt, and childcare centers for low income families who have applied for and been found eligible to receive childcare assistance.

Sixty-nine Chisago County families received childcare assistance in 2024. There was a decrease of 10 cases from 2023. The decrease in cases was primarily due to having a waiting list to better manage our allocation. This program was overspent for a portion of 2024, and due to the waiting list we were able to bring the spending within budget. The Waiting list was discontinued in July 2024 as we had impacted the spending sufficiently to correct the over spending.

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Income Maintenance

Fraud Prevention

Fraud investigations for Public Assistance Programs are state grant funded and conducted by the Chisago County Sheriff's Department. Health and Human Services receives $65,000 that is then paid to the Sheriff's Department to help support the costs of the investigative services.

In 2024 there were 34 investigations conducted. There was $20,870 in overpayments identified for recoupment and $62,540 in program benefits saved. There were disqualifications imposed on five individuals for intentional fraud and two participants signed intentional program violations, waiving their right to a hearing.

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Income Maintenance

Child Support

Chisago County currently has 1,433 open child support cases. Child Support staff have an average case load of 206 individuals. Only seven counties in Minnesota have a larger caseload size per worker than Chisago County.

2024 Chisago County Child Support Performance Measures:

	Chisago	State
Paternity Establishment	104%	96%
Child Support Orders Establish	96%	86%
Collections on Current Support	80%	73%
Collections on Arrears	78%	69%
Cost Effectiveness	$6.21	$2.68

Chisago County was again in the top 10 counties in the state. In 2024 the Child Support staff also successfully implemented the Caseworks paperless solution. This has improved efficiencies for staff. Thanks to the Board for their support.

Chisago County held the annual Operation Community Connect (OCC) on October 17th, 2024. Many donations were received from across the County. 36 vendors participated and approximately 160 community members attended. Deutschland Meats sponsored this years hot meal.

The Aging and Disabilities and Behavioral Health Division has two primary areas with multiple work teams in each area.

Aging and Disabilities has:

- MnCHOICES Assessment and Support Planning
- Medicaid Waiver Services (Case Management)
- Adult Protection
- Guardianship
- Adult Foster Care and Corporate Child Foster Care Licensing

Behavioral Health Services include:

- Adult Behavioral Health
- Chemical Health/Substance Use Disorder
- Childrens Behavioral Health

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Aging and Disabilities

MnCHOICES Assessment and Support Planning

MnCHOICES Revision launched in September 2023 and we fully transitioned into the new system October 2024. The MnCHOICES revision assessment is a revised application that helps determine if a person with a disability needs support services to live in their community, and the level of support they may need. The revision was developed to improve the accuracy of the assessment and clarify policy. Chisago County has nine certified MnCHOICES assessors.

In 2024 Chisago County MnCHOICES Assessors completed 1,153 MnCHOICES Assessments. We currently have a six week wait list for a MnCHOICES Assessment due to the high number of new intakes. The 2024 Minnesota Legislature extended the validity of a MnCHOICES Assessment to 365 days, rather than the 60 days previously allowed. This change, when fully implemented will help support the enhancement of both our assessment process and efficiency.

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Aging and Disabilities

Medicaid Waivers

The Medicaid Waiver program provides Home and Community Based Services (HCBS) for people with disabilities and older adults.

BI	Brain Injury
CAC	Community Alternative Care
CADI	Community Access for Disability Inclusion
DD	Developmental Disability
EW	Elderly Waiver ($$ are managed by the state)

The Medicaid Waivers are funded by state and federal funds. Chisago County 2024 Waiver budget was:

DD allocation:	$32,377,455.00
CAC, CADI, BI allocation:	$43,231,993.00
Total Waiver Budget:	$75,609,448.00

A significant portion of this money comes back into our community through services, employment, and other supports.

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Aging and Disabilities

Medicaid Waivers

Chisago County Health and Human Services Case Managers currently manage 423 waiver cases. Aging and Disabilities has six full time Case Managers that each manage 65 to 75 clients. Additionally, Chisago County contracts with two outside agencies to manage an additional 358 Chisago County resident's waivers. The Case Management services are a billable service and each of our full time Case Managers bills enough to generally cover their salary and benefits, and generate some additional revenue.

We have seen an increase in the number of new assessments and a growth in the older population that we serve. With the increase in new MnCHOICES Assessments and the additional people being added to waivers, we hope to add an additional Case Manager in 2025.

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Aging and Disabilities

Adult Protection Services (APS)

State-wide, all Adult Protection Reports go through the Minnesota Adult Abuse Reporting Center (MAARC). Reports are then referred to the appropriate agency for screening and appropriate action.

Chisago County Health and Human Services has one full time Adult Protection worker and one part time APS worker.

Chisago County received 497 Adult Protection Reports in 2024, 93 of those reports were Emergency Protective Services (EPS) reports.

123 Reports screened in for investigation

Emotional Abuse:	21
Physical Abuse:	9
Sexual Abuse:	5
Financial Exploitation:	43
Caregiver Neglect:	19
Self Neglect:	26

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Aging and Disabilities

Adult Behavioral Health and Chemical Dependency/ Substance Use Disorder

Chisago County Behavioral Health Case Managers provided services for 198 adults in 2024. Additionally, 14 adults living with Serious and Persistent Mental Illness (SPMI) received Community Support Program (CSP) services at our Drop in Center in North Branch. The Drop-in Center operates one day a week and provides services routinely for 34 individuals.

Adult Behavioral Health Case Managers also completed pre-petition screenings for 42 individuals. This is similar in number to 2023. Ten of those individuals were referred by the courts as a result of being found incompetent to stand trial in criminal court.

Chisago County currently has four Adult Mental Health Case Managers completing pre-petition screenings while also managing a caseload of 25-30 individuals.

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Aging and Disabilities

Adult Behavioral Health and Chemical Dependency/ Substance Use Disorder

There were 124 intakes, of which 91 were opened, for individuals seeking coordination of a substance use disorder assessment and/or funding for treatment. Staff completed 12 comprehensive assessments for substance use.

Direct Access now allows an individual to seek a comprehensive assessment and access substance use disorder care by going directly to a provider of choice for an assessment and treatment. Therefore, we are not seeing as many referrals as we have historically seen. This is an area that we would like to increase assessment and case management services for the people of Chisago County.

Meth/Amphetamines and alcohol continue to be reported as the primary addictions affecting persons seeking services in Chisago County, though we are seeing some cases of fentanyl.

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Aging and Disabilities

Adult Behavioral Health and Chemical Dependency/ Substance Use Disorder

The Community Outreach Social Worker continues to focus on community-based care coordination working closely with law enforcement agencies in the county to improve outcomes for targeted populations. Through community-based care co-ordination this position provides support to at-risk individuals as they navigate the health care and social services system. In 2024, fifty individuals were served in Chisago County through this outreach. As we continue to develop this position further, the goal is to provide opportunities for individuals to receive service coordination and assessment services without having to meet eligibility requirements for a program or service in Health and Human Services.

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Aging and Disabilities

Childrens Behavioral Health

Chisago County Childrens Behavioral Health Case Managers provided services to 92 children in 2024.

Childrens Behavioral Health collaborated with Lakes Center for Youth and Families to apply for a grant to offer Parent Coaching to Parents of children receiving Childrens Mental Health Case Management services. Lakes Center for Youth and Families was awarded a $5,000 initiative grant to collaborate on this services with Chisago County Childrens Behavioral Health.

As we engage more with the community, we have added a “request for services” form to our website to increase access and collaboration with anyone seeding mental health case management services and resources. We have also added a referral form for providers of mental health services, and others, to submit eligibility information for case management services from the county.

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Aging and Disabilities

Guardianship Services

Chisago County Aging and Disabilities Case Managers provide guardianship services for six adults who are wards of the state (state guardianship, under the Department of Human Services Commissioner).

Chisago County contracts with Solid Oak Financial Services and Resource Training and Solutions to provide guardianship and conservatorship services for 30 adults requiring these services. (public guardianship)

In 2025 we would anticipate contracting with at least one additional agency to provide guardianship and conservatorship services. This will help to keep the cost competitive. We will also pursue more supported decision making options for people who need the supports, where the courts will support that choice for the individual.

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Aging and Disabilities

Adult Foster Care and Corporate Child Foster Care Licensing

Chisago County currently has 65 licensed Community Residential Settings (CRS), commonly referred to as group homes. Additionally the county has one Child Foster Residential Setting (CFRS), 19 licensed family adult foster care homes, three dual licensed homes (adult/child), two corporate homes with crisis/fifth bed variance and one corporate home with respite/fifth bed variance.

Staffing shortages continue to be the biggest concern for corporate foster care providers here in Chisago County and across the state.

Fiscal Operations Division

The Fiscal Operations Division is responsible for all of the financial actions within Health and Human Services. This includes billing of all of the grants and allocations received from the state or federal government or other payment sources. They also manage all of the bill paying of all of the HHS expense, with the exception of staff payroll. This division also manages all of the contracts, collections, and requests for Board Action for Health and Human Services and serves as the fiscal host for the opioid settlement money and the local school collaborative.

Budget Administration

Accounting/Billing

Collections

Contract Management

Fiscal Host

Fiscal Operations

Budget Administration

Health and Human Services Budget Summary

Health and Human Services total budget for 2024 was $17,030,502. Chisago County levy costs were $9,256,588, as budgeted. Health and Human Services generated $8,726,454 in revenue through grants, allocations, and staff billing for services.

Health and Human Services actual revenue and expenses were 102% of projected or budgeted revenue and 97% of projected or budgeted expenses. This brought us to the end of the year well within our budget.

Fiscal Operations Division

Accounting/Billing

The Accounting/Billing unit in the Fiscal Operations Division is responsible for all billing and accounts payable.

Billing all Medicaid Waivers

Billing from Contracts, PMAPS, and Targeted Case Management (TCM)

Foster Care Billing and Payments

State and Federal grant allocation billing and payments as well as grant management

Rep-payee for individuals under state guardianship and minors placed by Health and Human Services Childrens Services

Fiscal Host for the Opioid Settlement Funds (Opioid Action Council) and the Local Collaborative Time Study (LCTS)

Other miscellaneous billing and payments as required

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Fiscal Operations Division

Collections

In 2024 the collections staff did an outstanding job, collecting over $1 million:

Out of Home Placement Fees:	$ 88,954
Detox Fees:	$ 7,397
Medical Assistance Recoveries:	$974,614
Fraud/Error:	$ 15,280
Child Support Redirect:	$ 11,166
Housing Support	$ 18,687
Miscellaneous:	$ 4,765

Chisago County retains between 25% and 100% of all of the funds collected, depending on the category. In 2024 Chisago County HHS retained $358,368.

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Fiscal Operations Division

Contract Management

Health and Human Services manages many contracts, grants and other financial agreements. Many of these grants are with the state and federal government where much of our revenue comes from. Many of these contracts are with outside vendors or providers that contract with Health and Human Services to provide services we are unable to provide or to supplement some of the services that we do provide.

HHS grants and funding allocation agreements

State and Federal contracts and allocations

Contracts with service providers and other vendors

Public Health grants and agreements

Veterans Services grants and agreements

Other miscellaneous contracts or agreements that occur throughout the year

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Fiscal Operations Division

Throughout the year Health and Human Services works diligently to maximize available revenue and limit costs where ever possible. There are many variables that can impact or ability to manage the budget.

While Chisago County operates on a calendar year, both the state and federal government operate on fiscal years, and those fiscal years are not in sync with each other either. This means that our funding from either the state or the federal government can change during the year on very short notice. Additionally, during the year state or federal legislative action may change funding or put new requirements or mandates in place, requiring action on our part.

Health and Human Services also deals with the human factor. We work with people and serve people whose needs may change significantly during a year. These situations are impossible to predict, and we are mandated to respond appropriately.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Veterans Services

Chisago County has one Veterans Services Officer and one full time Case Aide. Additionally, this division oversees the Veterans van operation and supervises the volunteer drivers.

There are currently 3,956 veterans in Chisago County. In 2024 the Veterans Service Officer conducted:

383 office visits with veterans or families

908 phone calls

216 emails from veterans

24 veterans signed up for VA medical benefits for the first time.

332 forms were completed and mailed to the VA

1,492 new forms were filed.

Chisago County veterans receive $24, million in compensation and pension, $1.5 million in education and vocational benefits, and $434,000 in insurance and indemnities to surviving spouses.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Veterans Services

The Veterans Service Officer holds a Coffee Talk every second and third Tuesday of the month. They meet at the American Legion in North Branch and Zion Lutheran Church in Chisago City. There he updates veterans on VA issues and policies. There are also guest speakers who have spoken on a number of other topics, such as St. Croix Hospice, Beyond the Yellow Ribbon, Acres for Life, Veterans Campground, Home Health Care, Let's go Fishing, Lakes and Pines, and Senior Linkage. Generally 20 to 25 veterans attend each months Coffee Talk.

The Veterans Service Office also has done presentations at the Senior Center in North Branch, Ecumen in North Branch, Parmly in Chisago City, and the Chisago County Age Well Coalition's Dine and Discover events.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Health and Human Services

Looking forward into 2025

In the next few years we will see some significant changes in Childrens Services/Child Protection.

Motivational Interviewing (MI) certification is now required for all Child Protection Case Managers. We have begun the process of training our current staff, however, in order to be fully certified, a staff person must also complete their Foundations Training, Indian Child Welfare Act (ICWA) training, and the MI Training. Once Certified, staff must maintain their status with Quality AI Programing.

Beginning August 1st, 2026, we are expecting an increase in the number of child welfare cases. Due to recent legislation, juveniles, under the age of 13 who commit a delinquent act or juvenile petty offense will be referred to child welfare, not juvenile justice. Previously, juveniles under the age of ten were referred to child welfare and older youth were referred to the juvenile system.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Health and Human Services

Looking forward into 2025

The 2023 state legislature passed the African American Family Preservation and Child Welfare Disproportionality Act. This Act will place significant additional requirements on counties. The Act currently has a phased in implementation plan, with Hennepin and Ramsey Counties beginning this year. All counties are scheduled to comply beginning in January of 2027.

The Act requires that counties perform active efforts in virtually all child protection cases, rather than the previous standard of reasonable efforts. Counties will need to implement additional steps in the safety planning, family group decision making, relative searches, and require staff to complete specific cultural competency training. With the additional requirements of the Act, Chisago County will need to hire at least six additional staff, prior to January 2027, in Child Protection to meet the minimum requirements.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Health and Human Services

Looking forward into 2025

With all of the training requirements for child protections workers, we may need to begin hiring staff in late 2025 to ensure they are trained and certified for the job.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Health and Human Services

Looking forward into 2025

The Income Maintenance unit did a great job throughout the unwinding process. As a result of that process we are left with $247,935 of the unwinding funds that were provided to Chisago County. We have identified $175,000 of these funds to implement Caseworks Solution. Caseworks is the solution that we recently converted our Child Support unit to. This has been a great solution for Child Support and is currently used in 65 other Minnesota Counties. We would like to begin this project early in 2025 to avoid the potential take back of our remaining funds.

These funds are limited as to what they can be spent on within the Income Maintenance area.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Health and Human Services

Looking forward into 2025

In our Aging and Disabilities Division we have seen a large increase in the number of new assessments and the number of new waivers being opened. This is in large part due to our aging population here in the County. As was noted earlier in this report, Case Managers bill the waiver and generate revenue to support their salaries and benefits. Our current Case Managers have full caseloads. We would like to hire a new Case Manager or two in 2025. Currently, any new waiver recipient in Chisago County is being referred out to one of the agencies we contract with to provide services. We believe that there is value in keeping many of those waivers in house.

Along with that, we will need to hire an additional Case Aide for Aging and Disabilities. Currently our Case Aide does all of the entries for all of our workers and all of the contracted agencies. This means she is processing paperwork for over 780 individuals.

Chisago COUNTY USA | HEALTH & HUMAN SERVICES

Health and Human Services

Looking forward into 2025

We may see some challenging time ahead with the cuts that the state and federal governments are considering. It is important that we balance those changes with the needs of the citizens of Chisago County. Some programs may be limited by the state so it is critical that we look at our own needs and growth to ensure we are impacting those most critical services. Additionally, even as the state continues to make cuts to the funding they provide to counties, the mandates from both the state and federal governments have not decreased.

We will continue to work with our legislative lobbying organizations such as Association of Minnesota County (AMC), Minnesota Association of County Social Service Administrators (MACSSA), Local Public Health Association (LPHA), and Minnesota Inter-County Association (MICA) to continue lobbying against these unfunded mandates.

Human Services Annual Report

Thank you, Commissioners, for you support for Chisago County Health and Human Services. Staff accomplished a lot of great things in 2024 with your support. We are looking forward to accomplishing many more great things for our residents and communities in the future, with your continued support.

CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 5, 2025

TAB # 2

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
3/7/2025	$ 60,707.25		3/5/2025	Commissioner Warrant
2/14/2025	$ 40,421.55			Auditor Warrant
2/21/2025	$ 183,280.06			Auditor Warrant
	$ 284,408.86	Total		

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

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates		Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	10292	**AMAZON CAPITAL SERVICES**							
2		05-420-600-0000-6401		29.57	SUPPLIES		1CJC-NVDC-KWPF	General Supplies	N
					02/14/2025	02/14/2025			
2		05-430-700-0000-6401		60.90	SUPPLIES		1CJC-NVDC-KWPF	General Supplies	N
					02/14/2025	02/14/2025			
2		05-451-430-0000-6401		83.52	SUPPLIES		1CJC-NVDC-KWPF	General Supplies	N
					02/14/2025	02/14/2025			
1		05-420-600-0000-6401		28.81	SUPPLIES		1T69-JVXY-9CDX	General Supplies	N
					02/12/2025	02/12/2025			
1		05-430-700-0000-6401		43.22	SUPPLIES		1T69-JVXY-9CDX	General Supplies	N
					02/12/2025	02/12/2025			
	10292	**AMAZON CAPITAL SERVICES**		**246.02**		**5** Transactions			
	10183	**AMERICAN SOLUTIONS FOR BUSINESS**							
3		05-420-600-0000-6401		173.78	IFS CHECKS		7937380	General Supplies	N
					02/04/2025	02/04/2025			
3		05-430-700-0000-6401		260.66	IFS CHECKS		7937380	General Supplies	N
					02/04/2025	02/04/2025			
	10183	**AMERICAN SOLUTIONS FOR BUSINESS**		**434.44**		**2** Transactions			
	3756	**CHILDREN'S DENTAL SERVICES**							
4		05-451-480-0000-6841		518.98	TRANSPORTATION-HYGIENE TEAM			Community Services	N
					12/05/2024	12/20/2024			
	3756	**CHILDREN'S DENTAL SERVICES**		**518.98**		**1** Transactions			
	203004	**CHISAGO COUNTY SHERIFF'S OFFICE**							
5		05-420-640-0000-6385		70.00	[redacted]		25-293	Cc Sheriff Sop & Bailiff	N
					02/07/2025	02/07/2025			
	203004	**CHISAGO COUNTY SHERIFF'S OFFICE**		**70.00**		**1** Transactions			
	30177	**CINTAS CORPORATION**							
6		05-420-600-0000-6241		6.46	WEEKLY RUG SERVICE		4220755075	General Administration	N
					02/11/2025	02/11/2025			
6		05-430-700-0000-6241		12.93	WEEKLY RUG SERVICE		4220755075	General Administration	N
					02/11/2025	02/11/2025			
6		05-451-430-0000-6800		14.63	WEEKLY RUG SERVICE		4220755075	Other Expense	N
					02/11/2025	02/11/2025			
7		05-420-600-0000-6241		6.46	WEEKLY RUG SERVICE		4221482451	General Administration	N
					02/18/2025	02/18/2025			
7		05-430-700-0000-6241		12.93	WEEKLY RUG SERVICE		4221482451	General Administration	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					02/18/2025 02/18/2025			
7		05-451-430-0000-6800		14.63	WEEKLY RUG SERVICE	4221482451	Other Expense	N
					02/18/2025 02/18/2025			
	30177	**CINTAS CORPORATION**		**68.04**	**6** Transactions			
	1268	**DANNER/RIKEE**						
8		05-430-700-0134-6335		125.30	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
					01/06/2025 02/14/2025			
	1268	**DANNER/RIKEE**		**125.30**	**1** Transactions			
	10501	**DELL MARKETING LP**						
9		05-451-430-0000-6481		1,965.48	DELL LATITUDE 5550 XCTO BASE	10800410936	Computer Hardware	Y
					02/18/2025 02/18/2025			
	10501	**DELL MARKETING LP**		**1,965.48**	**1** Transactions			
	5160	**DHS MAPS**						
11		05-430-720-0000-5831		187.50	MEC2 BSFE RECOVERIES	A300MC13266I	Mec2 Childcare Recoveries	N
					01/01/2025 01/31/2025			
10		05-430-720-3140-6051		2,136.00	BSFE CO MATCH	A300MC13266I	Pos Other Child Care	N
					01/01/2025 01/31/2025			
13		05-420-650-0000-5368		14,061.42-	MA RECOVERIES & NON FED SHARE	A300MM2L13I	Recovery Incentive	N
					01/01/2025 01/31/2025			
12		05-420-650-0000-5830		54,949.23	MA RECOVERIES & NON FED SHARE	A300MM2L13I	Ma Recoveries	N
					01/01/2025 01/31/2025			
16		05-430-750-3660-6051		346.63	MA RECOVERIES & NON FED SHARE	A300MM2L13I	Pos/DT&H	N
					01/01/2025 01/31/2025			
15		05-430-750-3660-6094		5,229.03	MA RECOVERIES & NON FED SHARE	A300MM2L13I	Dd Waiver/ICF - DT&H	N
					01/01/2025 01/31/2025			
14		05-430-760-3930-6051		568.03	MA RECOVERIES & NON FED SHARE	A300MM2L13I	General Case Mgmt	N
					01/01/2025 01/31/2025			
	5160	**DHS MAPS**		**49,355.00**	**7** Transactions			
	1926	**DNA DIAGNOSIS CENTER**						
17		05-420-640-0000-6264		116.00	GENETIC TESTING	12979412025	Paternity Costs	Y
					02/03/2025 02/03/2025			
	1926	**DNA DIAGNOSIS CENTER**		**116.00**	**1** Transactions			
	9139	**Heckel/Sara**						
18		05-430-700-0134-6335		62.85	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
					01/07/2025 02/24/2025			

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
19	05-430-700-0137-6335		146.66	TRAVEL EXPENSE-MILEAGE 01/07/2025 02/24/2025		Adult Services Travel	N
9139	**Heckel/Sara**		**209.51**	**2** Transactions			
90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
21	05-420-600-0000-6401		520.14	SUPPLIES 02/14/2025 02/14/2025	4767665	General Supplies	N
21	05-430-700-0000-6401		780.21	SUPPLIES 02/14/2025 02/14/2025	4767665	General Supplies	N
20	05-420-600-0000-6401		22.77	SUPPLIES 02/14/2025 02/14/2025	4768214	General Supplies	N
20	05-430-700-0000-6401		46.89	SUPPLIES 02/14/2025 02/14/2025	4768214	General Supplies	N
20	05-451-430-0000-6401		64.30	SUPPLIES 02/14/2025 02/14/2025	4768214	General Supplies	N
90061	**INNOVATIVE OFFICE SOLUTIONS LLC**		**1,434.31**	**5** Transactions			
3836	**JENSEN/KYLE**						
22	05-430-700-0128-6335		32.90	TRAVEL EXPENSE-MILEAGE 01/08/2025 01/23/2025		Child Prot Staff Travel	N
3836	**JENSEN/KYLE**		**32.90**	**1** Transactions			
4249	**KEMEN/ANGIE**						
23	05-430-700-0127-6335		36.40	TRAVEL EXPENSE-MILEAGE 01/02/2025 02/20/2025		Mh Travel	N
4249	**KEMEN/ANGIE**		**36.40**	**1** Transactions			
4873	**MCKESSON MEDICAL SURGICAL**						
25	05-451-472-0000-6435		45.64	PH SUPPLIES 02/06/2025 02/06/2025	23288611	Public Health Supplies	N
4873	**MCKESSON MEDICAL SURGICAL**		**45.64**	**1** Transactions			
3868	**MCMURRAY/TODD**						
26	05-420-600-0130-6335		44.10	TRAVEL EXPENSE-MILEAGE 01/03/2025 02/04/2025		Ss Director Travel	N
26	05-430-700-0130-6335		66.15	TRAVEL EXPENSE-MILEAGE 01/03/2025 02/04/2025		Ss Director Travel	N
3868	**MCMURRAY/TODD**		**110.25**	**2** Transactions			
5070	**METRO LEGAL SERVICES INC**						

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
27		05-420-640-0000-6269		67.00	[redacted] 02/17/2025 02/17/2025	3554606	Proff Process Servers	Y
28		05-420-640-0000-6269		75.00	[redacted] 02/17/2025 02/17/2025	3554607	Proff Process Servers	Y
	5070	**METRO LEGAL SERVICES INC**		**142.00**	**2** Transactions			
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**						
29		05-420-640-0000-6264		40.00	[redacted] 12/31/2024 12/31/2024	3089743	Paternity Costs	N
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**		**40.00**	**1** Transactions			
	[redacted]							
24		05-451-470-0000-6844		485.00	IMH CONSULTANT 02/12/2025 02/12/2025	14	MECSH Grant Exp	Y
	[redacted]			**485.00**	**1** Transactions			
	9528	**Owl Labs Inc**						
36		05-451-480-0000-6849		2,297.00	MEETING OWL 02/11/2025 02/11/2025	INV-OL-207629	Infrastructure Grant Expenses	N
	9528	**Owl Labs Inc**		**2,297.00**	**1** Transactions			
	6059	**PALMER/RYAN**						
30		05-420-600-0121-6335		210.00	TRAVEL EXPENSE-MILEAGE 01/10/2025 02/07/2025		Financial Travel	N
	6059	**PALMER/RYAN**		**210.00**	**1** Transactions			
	9473	**Peterson/Julia**						
31		05-430-700-0128-6335		92.46	TRAVEL EXPENSE-MILEAGE 01/29/2025 02/11/2025		Child Prot Staff Travel	N
	9473	**Peterson/Julia**		**92.46**	**1** Transactions			
	9119	**Snell/Frannie**						
32		05-430-700-0128-6335		107.80	TRAVEL EXPENSE-MILEAGE 02/18/2025 02/18/2025		Child Prot Staff Travel	N
	9119	**Snell/Frannie**		**107.80**	**1** Transactions			
	8703	**Stenson/Elizabeth**						
33		05-451-480-0000-6824		11.20	TRAVEL EXPENSE-MILEAGE 01/27/2025 01/27/2025		Ship Grant Expense	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
8703	**Stenson/Elizabeth**		**11.20**	**1** Transactions			
6682	**STEVENS/SELENA**						
34	05-430-700-0127-6335		53.55	TRAVEL EXPENSE-MILEAGE 01/07/2025 01/29/2025		Mh Travel	N
6682	**STEVENS/SELENA**		**53.55**	**1** Transactions			
9143	**Washburn McReavy Chapel**						
35	05-420-622-0000-6006		2,500.00	[redacted] 02/21/2025 02/21/2025		Burials General Relief	Y
9143	**Washburn McReavy Chapel**		**2,500.00**	**1** Transactions			
5 Fund Total:			**60,707.28**	**Health And Human Services**	**25 Vendors**	**48 Transactions**	
Final Total:			**60,707.28**	**25 Vendors**	**48 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	60,707.28	Health And Human Services
	All Funds	60,707.28	Total

Approved by, ...

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Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 3
Title of Item for Consideration: Professional/Technical Services Contract between Sheila Bohnsack and Chisago County	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None	

Background: Under the supervision of the Community Health Supervisor, Chisago County public health division, Sheila Bohnsack will be conducting duties as the Cannabis Substance Use Prevention Coordinator to create and support prevention, education, and recovery programs focused on substance misuse prevention and treatment options.

Attachment(s):

- CSUP contract 25-26
- Appendix A

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Sheila Bohnsack and Chisago County. The suggested motion is as follows:

"Move to approve the Professional/Technical Services Contract between Sheila Bohnsack and Chisago County"

Implications of Action: Approval of this contract will allow Sheila to provide support prevention, education, and recovery programs for Chisago County Public Health.

Budget/Financial Implications: Budget dollars from the Cannabis grant.

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
SHEILA BOHNSACK and CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Sheila Bohnsack, (23084 Havelka Ct. N, Forest Lake, Minnesota 55025) an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services, Community Health Work in response to COVID Recovery needs for Public Health division and community health needs.

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on March 10, 2025, **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until March 1, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **PARTIES DUTIES**. The PARTIES will:

A. CONTRACTOR DUTIES:
The Cannabis Substance Use Prevention Coordinator works to create and support prevention, education, and recovery programs focused on substance misuse prevention and treatment options. The programs must include specific cannabis-related initiatives, and serves to bridge the gap between community, health care, government, and social service systems to build trust and empower priority populations by collaborating to implement substance misuse initiatives.

B. Contractor will fulfill duties by completing tasks as referenced in Appendix A (Cannabis Substance Use Prevention Coordinator, Health Educator).
C. Contractor will complete monthly, quarterly, and annual reports for Minnesota Department of Health as directed by the Community Health Supervisor. Monthly reports will be completed in accordance with program requirements to support the Cannabis Substance Use Prevention Grant.
D. Contractor will submit monthly report on progress of workplan and time spent on CSUP required duties. Monthly reports will be completed on the last day of each month or alternate date if agreed by Community Health Supervisor and contractor.

COUNTY DUTIES:

1. County will provide project oversight.
2. County will provide paper, printing, and postage when applicable for program projects.

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

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

1. The total obligation of the County for all compensation and reimbursement to the Contractor will be $40.00/hr rate and shall not exceed Eighty thousand dollars [$86,000] for the term of this contract.
2. Compensation payable as follows:
   a. Monthly invoices payable within 20 days of submission. Invoices shall reflect hours spent on duties/services provided as identified in the workplan and shall not exceed 160hrs/month.
   b. Contractor will submit an invoice along with monthly reports to the Community Health Supervisor that includes hours worked on each strategy, evaluation, and communication.
   c. Mileage reimbursements will be authorized at what the County rate is for the year, mileage reimbursement requests will need to be submitted to the Community Health Supervisor Monthly.

B. Terms of Payment.

1. The monthly invoice for the month of October 2025 shall be submitted by October 10, 2025 as the grant starts a new fiscal year Nov. 1 2025.
2. The final monthly invoice for the month of February 2026, shall be submitted by March 05, 2026. The final monthly report for February 2026, shall be submitted by March, 05 2026.
3. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, rule, or regulation.

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

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

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651) 213-5664
E-Mail:	Robert.Benson@Chisagocounty.us
Fax:	(651) 213-5685

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

Name: Sheila Bohnsack
Address: 23084 Havelka Ct. N, Forest Lake, Minnesota 55025
Telephone: 614-634-6585
E-Mail: bohnsack.s@hotmail.com

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County or Contractor at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The Contractor must, within 10 days, notify the County in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the County must determine whether such inability will require modification or cancellation of said contract.

C. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

E. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

VII. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

VIII. **COMPLIANCE WITH APPLICABLE LAWS/STANDARDS**. The Contractor shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein. The parties shall comply with all federal, state, and local laws. Specifically, the Parties shall

comply with all regulations governing data collected, created, received, or retained including the retention, maintenance, and destruction of data, per 45 C.F.R. 155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

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

X. **INSURANCE**.

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

B. *General Liability Insurance*. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are $500,000 per claim and $1,500,000 per occurrence/annual aggregate.

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

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

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

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

XI. **PUBLICITY**. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees

individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XII. **GOVERNMENT DATA PRACTICES ACT**. The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

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

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

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

The CONTRACTOR hereby assigns to County all rights, title, and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees, or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the

CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced, or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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limited to, reasonable attorney fees arising out of this contract, amendments, and supplements thereto, which are attributable to such claims or actions.

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

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

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

XVI. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **INDEPENDENT CONTRACTOR:**

A. The Contractor is an independent contractor and neither the position nor the work of the Contractor shall cause the Contractor to be construed as an employee in any way. The contractor shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services.
B. The Contractor acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.
C. The Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA or otherwise will be made from the payments due and that it is the Contractor's sole obligation to comply with the applicable provision of all Federal and State laws.

XIX. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation, or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

APPROVED:

1. **CONTRACTOR: Sheila Bohnsack**

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

Signed:
Title: Sheila Bohnsack
Date:

2. **COUNTY OF CHISAGO: APPROVED**

Signed:
Title: Dan Dahlberg, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

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

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date: 2/26/2025

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Title: Cannabis Substance Use Prevention Coordinator (Health Educator) **Updated: 1/24/2025**

Department: Health and Human Services **Reports to: Community Health Supervisor**

Position Status: Contacted, $40/hr. No benefits.

Job Location: Chisago County Public Health Office, North Branch

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Position Objective

The Cannabis Substance Use Prevention Coordinator works to create and support prevention, education, and recovery programs focused on substance misuse prevention and treatment options. The programs must include specific cannabis-related initiatives, and serves to bridge the gap between community, health care, government, and social service systems to build trust and empower priority populations by collaborating to implement substance misuse initiatives.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

- Implement Cannabis Substance Use Prevention (CSUP) Grant requirements as identified by Chisago County and MDH grant managers.
- Participate in on-boarding grant activities as communicated by MDH and LPH.
- Conduct needs assessment to identify high-risk populations, prevalent substance abuse trends, and community gaps regarding substance abuse prevention to determine local needs, deficits, resource availability, and community level strengths.
- Review local and state data and resources, including current and emerging laws/policies.
- Advocate for policies and legislation that support substance abuse prevention efforts at the local and state level.
- Provide training and technical assistance to community partners and other professionals on substance abuse prevention strategies, best practices, and intervention techniques.
- Review, revise, and implement strategies that align with needs assessment and Chisago County Community Health Improvement Plan (CHIP).
- Develop and adopt a theory of change and/or logic model that defines project goals, objectives, and activities, to inform evaluation efforts.
- Selects, develops, and creates educational resources and materials to meet the needs and appropriateness of target populations.
- Develop and execute public awareness campaigns using various communication channels (media, social media, presentations) to educate the community about the risks of substance abuse.

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- Design and implement evidence-based prevention programs tailored to specific demographics, such as youth, adults, or vulnerable populations, including curriculum development, educational materials, and outreach strategies.
- Build and maintain collaborations with schools, healthcare providers, law enforcement, community organizations, and other relevant stakeholders to promote comprehensive prevention efforts.
- Initiates or participates in building coalitions of community agencies, organizations, groups, and individuals; organizes and coordinates efforts to further health education goals and programs; provides staff support and technical assistance.
- Monitor program effectiveness by collecting data on key indicators, analyzing results, and making adjustments to programs as needed.
- Coordinates and conducts program evaluation activities.
- Performs related duties as assigned.

Knowledge, Skills and Abilities

- Knowledge of applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to substance use prevention.
- Knowledge of substance misuse and prevention activities principles, policies, and practices.
- Knowledge of ten essential services of public health and six core functions. Ability to apply principles of public health to communities, families, and individuals.
- Basic principles and methods of learning theory.
- Principles and methods of preventive health education (population and community-based primary prevention).
- Knowledge of community organization systems, norms, and resources
- Principles and methods of effective communication, and public speaking.
- al, training and consultation principles, practices, materials, and tools with various populations.
- Ability to establish effective working relationships with staff, community, and professional groups.
- Ability to exercise tact, judgment, initiative.
- Ability to work independently and set work priorities complimentary to the work of the Department.
- Effective communication skills, both oral and written.
- Employee must have demonstrated ability to work effectively and efficiently in a wide variety of computer programs and systems.
- Ability to establish and maintain effective, respectful, relationships with clients, agency staff members, and the public.
- Ability to apply previously acquired knowledge and skills to new situations.
- Ability to communicate effectively using a variety of method.
- Principles and methods of health program evaluation.

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Desired Minimum Qualifications

Bachelor of Science degree from an accredited four-year college or university with major coursework in health education or promotion, community health, health sciences, or a closely related field.

OR

Two (2) years of experience providing professional support to a health education, promotion, or prevention program, or a substance use disorder treatment program.

Special Qualifications

None.

Tools and Equipment Used

Computer, telephone, copier, fax and general office equipment.

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Working Conditions

The characteristics listed below are representative of the physical demands, physical agility, sensory requirements, and environmental exposures required by an individual to successfully perform the essential duties of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- This classification regularly involves physical agility requirements such as: climbing, stooping, kneeling, crouching, crawling, reaching, pushing, pulling, repetitive motions and manual dexterity.
- Sensory requirements include standard vision requirements; vocal communication is required for expressing ideas by means of the spoken word; and hearing is required to perceive information at normal spoken word levels;
- The noise level can range from moderately quiet in the office to loud and noisy in the field.

Physical Exertion (Pounds)	
Up to 10	Regular
Up to 25	Occasional
Up to 50	Occasional
Up to 100	Seldom
100 or more	Seldom

Applicants for appointment to this position will be required to submit a formal application and may be subject to rating of education and experience, oral interview and/or reference check, background investigation, criminal history check, drug testing. Job related tests may be required of any applicant.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee as is subject to change by the employer as the needs of the employer and requirements of the job change.

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Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 4
Title of Item for Consideration: MDH Community Health Board Grant Project Agreement Amendment	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of a Statewide Health Improvement Plan 2020.	

Background: Chisago County Health and Human Services has applied for and received funding from the Minnesota Department of Health for the next Three years to coordinate activities to reduce tobacco use and exposure and prevent obesity. Funding awarded is in the following amounts:

- November 1, 2022 through October 31, 2023 - $189,787.00
- November 1, 2023 through October 31, 2024 - $189,787.00
- November 1, 2024 through October 31, 2025 - $189,787.00
- Amend. #3 Settlement funds: February 26, 2025 – October 31, 2025 - $5,000.00

A local match of ten percent of the total funding allocation is required under the terms of the grant agreement.

Attachment(s):

- Minnesota Department of Health Community Health Board Grant Project Agreement Amendment.

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Minnesota Department of Health Community Health Board Grant Project Agreement. The suggested motion is as follows:

"Move to Approve the Minnesota Department of Health Community Health Board Grant Project Agreement"

Implications of Action: Approval of this grant agreement will allow Chisago County Health and Human Services to utilize state funding to offer programs to Chisago County residents that will reduce tobacco use and exposure and prevent obesity.

Budget/Financial Implications: This is funded by the State. ***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 _CEB_	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay ____	Abstain ____

Minnesota Department of Health
Grant Project Amendment Cover Sheet

You have received a grant project amendment from the Minnesota Department of Health (MDH). Information about the grant project amendment, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

Attachment: Amendment
Contact for MDH: Fred Ndip, 651-431-2449, fred.ndip@state.mn.us

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	**Grant Project Agreement Number:** 183485	**MDH Program Name:** Statewide Health Improvement Partnership/Tobacco Use Prevention
SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** 11/1/2020, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. **Expiration Date:** 10/31/2025	**Total State Grant Funds:** $953,935 **Total Federal Grant Funds:** $0 **Total Grant Funds *(all funds)***: $953,935

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Minnesota Department of Health
Community Health Board Grant Project Amendment

Grant Project Agreement Effective Date:	11/1/2020	Original Grant Project Agreement Amount:	$189,787.00
Original Grant Project Agreement Expiration Date:	10/31/2025	Previous Amendment(s) Amount:	$759,148.00
Current Grant Project Agreement Expiration Date:	10/31/2025	This Amendment Amount:	$5,000.00
New Grant Project Agreement Expiration Date:	N/A	New Grant Project Agreement Total:	$953,935.00

This Grant Project Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "MDH") and Chisago County Community Health Board, 313 N. Main St., Rm 239, Center City, MN 55012 (hereinafter "Grantee").

Recitals

1. MDH has a grant project agreement with Grantee identified as 183485 **(**"Original Grant Project Agreement") to provide address the leading preventable causes of illness and death such as commercial tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.

2. The Original Grant Project Agreement is being amended to add JUUL settlement funds to support Statewide Health Improvement Partnership (SHIP) commercial tobacco-free strategies.

3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be <u>underlined</u>.

REVISION 1. Clause 4.1a. "Compensation" is amended as follows:

The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	$189,787.00
Year 2: November 1, 2021 – October 31, 2022	$189,787.00
Year 3: November 1, 2022 – October 31, 2023	$189,787.00
Year 4: November 1, 2023 – October 31, 2024	$189,787.00
Year 5: November 1, 2024 – October 31, 2025	$189,787.00
<u>Amd. #3 Settlement funds: February 26, 2025 – October 31, 2025</u>	<u>$5,000.00</u>

REVISION 2. Clause 4.1.b. "Total Obligation" is amended as follows:

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed $953,935.00 ~~$948,935.00~~.

REVISION 3. Clause 5. "Conditions of Payment" is amended as follows:

All activities performed by Grantee pursuant to this grant project agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act (Minn. Stat. ch. 363A) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identity, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation. ~~All services provided by Grantee pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.~~

REVISION 4. Clause 8.1. "Termination by the State or Grantee" is amended as follows:

MDH or Grantee may terminate this grant project agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed. ~~The State or Grantee may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.~~

REVISION 5. Clause 8.4. "Termination by Commissioner of Administration" is added as follows:

The Commissioner of Administration may immediately and unilaterally cancel this grant project agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

REVISION 6. Clause 10. "Conflict of Interest" is added as follows:

Grantee will notify MDH's Authorized Representative when they become aware of any potential, perceived, or actual conflict of interests as it relates to this grant project agreement.

REVISION 7. Clause 11. "Mandatory Disclosures" is added as follows:

An applicant, recipient, or subrecipient of funding under this grant project agreement must promptly disclose whenever, in connection with this grant project agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or Minn. Stat., ch. 609, or a violation of the civil False Claims Act (31 U.S.C. 329–3733) or Minn.

Stat. § 609.465 (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency's Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 CFR § 200. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339. (See also 2 CFR § 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

REVISION 8. Clause 12. "Whistleblower Protections" is added as follows:

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

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

[signatures on next page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 *and* 16C.05.

Signature: _____

SWIFT Contract & Initial PO: 183485/3000117837/REQ 1607

2. Grantee

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

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant project agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 *and* 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant project agreement.

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 5
Title of Item for Consideration: Professional/Technical Services Contract between Pine Fiduciary Services LLC and Chisago County through 2027	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: Pine Fiduciary Services LLC provides guardianship/conservatorship services to eligible clients who require assistance with decision making that is in the individual's best interest. Pine Fiduciary Services LLC was chosen as another provider of this service for Chisago County Health & Human Services. These services will aide in the prevention of abuse, exploitation or self-neglect by advocating for the individual in regards to decisions regarding where to reside, personal, medical and financial affairs. Be advised guardian/conservators are expected to be utilized in unique situations whereby case management service, care teams, or supportive others are not available, and there is a service outcome desired. In many cases the Department expects to enact a collection action concurrent to the purchase of guardian /conservator services on behalf of the data subject.

Attachment(s):

- Professional/Technical Services Contract between Pine Fiduciary Services and Chisago County

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Pine Fiduciary Services and Chisago County. The suggested motion is as follows:

"Move to approve the Professional/Technical Services Contract between Pine Fiduciary Services and Chisago County."

***Implications of Action*:** Approval will allow Chisago County Health & Human Services to obtain guardianship/conservatorship services for eligible clients from Pine Fiduciary Services LLC.

***Budget/Financial Implications*:** Budgeted, Levy Dollars

***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 _CEB_	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay ____	Abstain ____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
Pine Fiduciary Services LLC and CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Pine Fiduciary Services LLC, 1275 West 4th Street Rush City, MN 55069 an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

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

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2025 **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until December 31, 2027 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES**.

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

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

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

1. Compensation of:
(Two Hundred fifty dollars) [$250.00] per month per client (Program Code 595x or 695x) Guardianship only clients.

For a combination of Guardianship and Conservatorship it will be $250.00 per month per client.

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

2. Travel:
   Mileage is included in the flat monthly rate and not billed separately.

3. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed Twenty thousand dollars [$20,000.00] for each year.

B. Terms of Payment.

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

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

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

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

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5664
E-Mail:	Robert.benson@chisagocountymn.gov
Fax:	(651)213-5685

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

Pine Fiduciary Services LLC
1275 West 4th Street
Rush City, MN 55069
612-242-891
Angelafosterfid@gmail.com

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

VII. **AMENDMENTS**. Either party may request a review of these contract terms for possible amendment when warranted by changes in utilization or service needs. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

VIII. **COMPLIANCE WITH APPLICABLE LAWS**. The parties shall comply with all federal, state and local laws. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

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

remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

X. **INSURANCE**.

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

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

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

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

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

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

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

XI. **PUBLICITY**. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

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

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

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

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

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

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

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including,

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

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

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

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

XVI. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

APPROVED:

1. CONTRACTOR: SOLID OAK FINANCIAL SERVICES

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

Signed:
Title:
Date:

2. COUNTY OF CHISAGO: APPROVED

Signed:
Title: Dan Dahlberg, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, Clerk to the Board
Date:

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

Reviewed as to Form:

Signed: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 02/26/2025

Business Associate Agreement

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

Recitals

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

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

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

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

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

(a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.

(b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.

(c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.

(d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.

(e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.

(g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

(1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and

(2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and

(3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.

(h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:

(1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

(j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.

(k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

(l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

(m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.

(n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

(a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

(b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and

(c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless**. The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business

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

6. Term and Termination.

(a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

(b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.

(c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

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

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

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

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

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.

11. **Headings**. The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

12. **Counterparts**. This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.

13. **No Third Party Beneficiaries**. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

14. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.

15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby**. This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.

16. **Failure to Enforce Not a Waiver**. The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

17. **Successors and Assigns**. This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.

18. **Entire Agreement**. This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.

19. **Effect on Covered Agreement**. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.

20. **Interpretation**. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 6
Title of Item for Consideration: SHIP 240 - 243 Grant Agreements	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None	

Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.

Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.

SHIP Grant Agreements:

240 – Chisago County Parks;

241 - Lindstrom Community Gardens;

242 – Rush City High School;

243 Zion Evangelical Lutheran Church

Attachment(s):

- SHIP Grant Agreement – Chisago County Parks Department SHIP 240
- SHIP Grant Agreement – Lindstrom Community Gardens SHIP 241
- SHIP Grant Agreement – Rush City High School SHIP 242
- SHIP Grant Agreement – Zion Evangelical Lutheran Church SHIP 243

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreements – SHIP 240 - 243. The following motion is suggested:

"Move to approve the SHIP grant agreements – SHIP 240 - 243."

Implications of Action:

- Approval of the 240 grant agreement will allow Chisago County Parks Department to purchase and install signs on the sunrise prairie regional trail, by doing this it will provide visitors an excellent experience on the trails.
- Approval of the 241 grant agreement will allow city of Lindstrom Community Gardens to purchase materials for raised garden beds, by doing this, they will maintain the garden and keep existing gardeners, and attract future gardeners**.**
- Approval of the 242 grant agreement will allow Rush City High School to purchase items to hold Food and hygiene products for students that are in need, this will be done in a smaller classroom where space is available and students will be comfortable and will be free of judgement, items to be purchased for the "Tiger's Lair" will be storage shelves, plastic containers, bins, signage, food storage organizer, tables, mini fridge and much more**.**
- Approval of the 243 grant agreement will allow Zion Evangelical Lutheran Church to purchase an oven range for the Community meal every Monday, the current range is broken and was purchased between 1964- 1970, having a new range will provide access to a free nutritious, hot meal to the elderly, low-income individuals, and anyone who wishes to join.

Budget/Financial Implications:

- The budget for 240 will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $1,680.00
- The budget for 241 will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $1,000.00
- The budget for 242 will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $1,800.00
- The budget for 243 will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $2,999.00

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

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

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago County Parks Department, 313 N. Main ST, STE 170, Center City, MN 55012 ("Grantee").

Recitals

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

WHEREAS, Chisago County Parks Department applied to County for a SHIP Grant in order to purchase and install signs on the sunrise prairie regional trail; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **One Thousand Six Hundred Eighty Dollars ($1,680.00);** and

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

NOW THEREFORE, the County and Chisago County Parks Department enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: March 6, 2025 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Joseph Tart
Address: 313 N. Main ST, STE 170 , Center City, MN 55012
Phone: 651-213-8961
Email: Joseph.Tart@chisagocountymn.gov

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

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

5.1. ***Assignment*.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.

5.2. ***Waiver*.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.3. ***Agreement Complete.*** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **One Thousand Six Hundred Eighty Dollars ($1,680.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

11.2. ***Treatment of Data*.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

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

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Joseph Tart/ Chisago County Parks Director
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Dan Dahlberg, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 2/26/2025

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and City of Lindstrom Community Garden, 13292 Sylvan AVE., Lindstrom, MN 55045 ("Grantee").

Recitals

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

WHEREAS, City of Lindstrom Community Gardens applied to County for a SHIP Grant in order to purchase materials for raised garden beds, by doing this, they will maintain the garden and keep existing gardeners, and attract future gardeners; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **One Thousand Dollars ($1,000.00);** and

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

NOW THEREFORE, the County and City of Lindstrom enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: March 6, 2025 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

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

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Joyce Anastasi
Address: 13292 Sylvan Avenue, Lindstrom, MN 55045
Phone: 651-470-8418
Email: joyce.anastasi@gmail.com

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

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

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

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

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **One Thousand Dollars ($1,000.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

11.2. ***Treatment of Data*.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

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

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Joyce Anastasi, Community Garden Coordinator
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Dan Dahlberg, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 2/26/2025

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Rush City High School, 51001 Fairfield AVE, Rush City, MN 55069("Grantee").

Recitals

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

WHEREAS, Rush City High School applied to County for a SHIP Grant in order to purchase items to hold Food and hygiene products for students that are in need, this will be done in a smaller classroom where space is available and students will be comfortable and will be free of judgement, items to be purchased for the "Tiger's Lair" will be storage shelves, plastic containers, bins, signage, food storage organizer, tables, mini fridge and much more; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **One Thousand Eight Hundred Dollars ($1,800.00);** and

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

NOW THEREFORE, the County and Rush City High School enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: March 6, 2025 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this

Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

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

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Katie Groh
Address: 51001 Fairfield AVE, Rush City, MN 55069
Phone: 320-358-1360
Email: kgroh@rushcity.k12.mn.us

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

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

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

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

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **One Thousand Eight Hundred Dollars ($1,800.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

11.2. ***Treatment of Data*.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

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

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

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Katie Groh, Wellness Coordinator
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Dan Dahlberg, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 2/26/2025

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Zion Evangelical Lutheran Church, 28005 Old Towne Road, Chisago City, MN 55013("Grantee").

Recitals

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

WHEREAS, Zion Evangelical Lutheran Church applied to County for a SHIP Grant in order to purchase an oven range for the Community meal every Monday, the current range is broken and was purchased between 1964- 1970, having a new range will provide access to a free nutritious, hot meal to the elderly, low-income individuals, and anyone who wishes to join; and

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

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

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

NOW THEREFORE, the County and Zion Evangelical Lutheran Church enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: March 6, 2025 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

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

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Pastor Sarah Kerkes
Address: 28005 Old Towne Road, Chisago City, MN 55013
Phone: 651-257-2713 EXT 2
Email: pastor@zionlcc.org

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

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

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

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

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Nine Hundred Ninety-Nine Dollars ($2,999.00)**.

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

11.2. ***Treatment of Data*.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

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

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

13. **FAILURE TO COMPLY**

13.1. ***Suspension or Termination***. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default*.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default***. The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Pastor Sarah Kerkes
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Dan Dahlberg, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 2/26/2025

TAB 7

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, February 19, 2025

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, February 19, 2025 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings February 16th to February 28th 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 Silver Surf, 1301 Gulf Drive, Bradenton Beach, FL 34217, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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

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

Chisago County Legislative Forum

On motion by Dunne, seconded by Greene, the Board opened the Road and Bridge Committee of the Whole at 7:11 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 and Assistant County Engineer Ben Hobert. ***No action was taken.***

On motion by Montzka, seconded by Dahlberg, the Board moved items 2-7 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 7:22 p.m. 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 approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

2.) R&B Committee Recommendation – County Engineer's Report
3.) R&B Committee Recommendation – 2025 Construction Testing Contract for CSAH 16
4.) R&B Committee Recommendation – 2025 Construction Testing Contract for CSAH 30
5.) R&B Committee Recommendation – PSA with WSB to Study I-35/CSAH 22 Corridor
6.) R&B Committee Recommendation – Eminent Domain for CSAH 10 Reconstruction

RESOLUTION NO. 25/0219-1
AUTHORIZING THE ACQUISITIONS OF SAID LAND
ON CSAH 10 (AKA STARK ROAD) BY EMINENT DOMAIN

WHEREAS, Chisago County proposes to improve County State Aid Highway 10 (AKA Stark Road) as identified in Right-of-Way Plat #116 recorded on September 26, 2024, as document number 678796 with the Chisago County Recorder's Office; and

WHEREAS, the improvement consists of realigning and reconstructing said roadways as herein determined necessary to provide for the safety of the traveling public; and

WHEREAS, right-of-way and easements over certain lands are required to provide for said realignment and reconstruction; and

WHEREAS, Chisago County has authority to acquire right-of-way for said project by eminent domain pursuant to Minn. Stat. 163.02, subd. 2; and

WHEREAS, Chisago County has the right to acquire the right-of-way prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. 117.042; and

WHEREAS, the following persons own or have an interest in a portion of said lands required for the improvement project are identified on Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, Chisago County has been unable to successfully negotiate the acquisition of the required right-of-way and easements to date; and

WHEREAS, throughout the eminent domain proceedings, Chisago County shall continue to negotiate the acquisition of the required right-of-way and easements until an award is made by the court-appointed commissioners; and

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the acquisition of the lands identified in Exhibit A by eminent domain and to the take title and possession of that land prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. 163.02, subd. 2; and 117.042; and

BE IT FURTHER RESOLVED, that the Chisago County Attorney is requested to file the necessary Petition and to prosecute such action to a successful conclusion or until it is abandoned, dismiss, or terminated by the County or the Court.

7.) R&B Committee Recommendation – Equipment Expenditure Requests – 2025 CIP
8.) Minutes from the February 5, 2025, County Board of Commissioners Meeting
9.) Payment of County's Warrants and Miscellaneous Bills $613,263.37

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at https://www.chisagocounty.us/1197/Claims-Paid. Claims less than $2,000 are listed as a total dollar amount and notes the number of claims included in the total.

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

On motion by Dunne, seconded by Greene, the Board moved to accept the Environmental Services Director's Report. The motion **carried** as follows: **IN**

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

On motion by Dunne, seconded by Greene, the Board moved to enact Ordinance No. 2025/0219-1 repealing all previous versions of the Chisago County Official Zoning Map and replacing the Chisago County Official Zoning Map as incorporated therein and attached thereto as Attachment A, and directing summary publication as presented.

CHISAGO COUNTY
STATE OF MINNESOTA
ORDINANCE NO. 2025/0219-1

AN ORDINANCE TO ADOPT THE CHISAGO COUNTY OFFICIAL ZONING MAP WITH AMENDMENTS

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

Section 1. That the Board of Commissioners repealed Ordinance No. 08-3, Chisago County Zoning Ordinance, on December 18, 2024 and reenacted the Chisago County Zoning Ordinance as Ordinance No. 2024/1218-1 on the same date.

Section 2. That Ordinance No. 2024/1218-1 went into effect on January 1, 2025 following summary publication on December 26, 2024 and recording as Document #A-681047.

Section 3. That the reenacted Chisago County Zoning Ordinance consolidated the former Rural Residential I (RRI) District and Rural Residential II (RRII) District into a single Rural Residential (RR) District and renamed the Urban Residential (UR) District as the Urban Fringe Residential (UFR) District, and that the Board of Commissioners, at its January 7, 2025 meeting, directed the Planning Commission to conduct a public hearing in consideration of the Official Zoning Map and ensuring its consistency with the reenacted Chisago County Zoning Ordinance.

Section 4. That notice was provided and on February 6, 2025 the Planning Commission conducted a public hearing regarding the proposed adoption of the Official Zoning Map with Amendments as specifically described in Section 3 above, at which it heard from the Land Services Coordinator and invited members of the public to comment. The Planning Commission unanimously recommended approval of the draft Official Zoning Map with Amendments as presented.

Section 5. That the Board of Commissioners considered the proposed adoption of the Official Zoning Map with Amendments and the Planning Commission's recommendation at its February 19, 2025 meeting.

Section 6. That all previously adopted versions of the Chisago County Official Zoning Map are hereby repealed and that the Chisago County Official Zoning Map, as incorporated herein and attached hereto as Attachment A, is adopted in their place.

Section 7. That the Board of Commissioners finds that publication of the adopted Chisago County Official Zoning Map with Amendments 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. 2025/0219-1

AN ORDINANCE TO ADOPT THE CHISAGO COUNTY OFFICIAL ZONING MAP WITH AMENDMENTS

It is the intent and effect of this Ordinance to repeal all previously adopted versions of the Chisago County Official Zoning Map and adopt a new Chisago County Official Zoning Map with Amendments in their place.

The purposes of the Amendments to the Official Zoning Map are to bring the Map into compliance with the Chisago County Zoning Ordinance, adopted as Ordinance No. 2024/1218-1 and recorded as Document #A-681047, by consolidating the former Rural Residential I (RRI) District and Rural Residential II (RRII) District into a single Rural Residential (RR) District and renaming the Urban Residential (UR) District as the Urban Fringe Residential (UFR) District.

The adopted Chisago County Official Zoning Map 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. Additionally, the adopted Chisago County Official Zoning Map may also be viewed at https://www.chisagocountymn.gov/403/Zoning-Subdivision.

Section 8. That this Ordinance shall become effective 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 Greene, seconded by Dunne, the Board moved to approve Resolution No. 25/0219-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Joshua Fields Contracting Business Interim Use Permit (IUP) at 45134 John Avenue in Sunrise Township (PID #09.00545.00 and 09.00567.00).

RESOLUTION NO. 25/0219-2

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING A CONTRACTING BUSINESS OWNED AND OPERATED BY PERSONS RESIDING AT THE PROPERTY ON PROPERTY LOCATED AT 45134 JOHN AVENUE IN SUNRISE TOWNSHIP

WHEREAS, property owner Joshua Fields submitted an application dated received December 2, 2024 and considered complete on December 11, 2024 for an Interim Use Permit allowing a Contracting Business Owned and Operated by Persons Residing at the Property on property located at 45134 John Avenue in Sunrise Township; and

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

WHEREAS, the combined subject site is 25.93± acres in size and legally described as:

PARCEL 1:
That part of the South 930.52 feet of the Southeast Quarter of the Southeast Quarter of Section 14, Township 36 North, Range 21 West, Chisago County, Minnesota, lying Easterly of the centerline of .Chisago County Road No. 57 (also known as Government Road, and formerly known as Peaceful Valley Road).

PARCEL 2:
All that part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 36 North, Range 21 West, Chisago County, Minnesota, lying Northeasterly of the centerline of Chisago County Road No. 57.

EXCEPT that part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 36 North, Range 21 West, Chisago County, Minnesota; described as follows:

Commencing at the Northeast corner of said Northeast Quarter of the Northeast Quarter of Section 23, Township 36 North, Range 21 West;
Running thence West along the North section line of said Northeast Quarter of the Northeast Quarter, a distance of 600 feet;
thence due South to center of Chisago County Road No. 57;
thence Southeasterly following said center line of Chisago County Road No. 57 to the East line of said Section 23;
thence North on the East line of said section to the point of beginning.

AND ALSO EXCEPT that part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 36 North, Range 21 West, Chisago County, Minnesota, lying Southeasterly of the Easterly right-of-way line of John Avenue and lying Northeasterly of the Easterly right-of-way line of Peaceful Valley Road (also known as Chisago County Road No. 57).
ABSTRACT

WHEREAS, notice was provided and on February 6, 2025 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Director of Environmental Services, property owner Fields, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with Findings of Fact and conditions per Resolution No. PC2025-0201; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its February 19, 2025 meeting and made the following findings per Zoning Ordinance Section 8.04-1, C.:

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

Finding #1 *The Chisago County Comprehensive Plan identifies as a policy the allowance "for home occupations, rural retail tourism and limited rural businesses on homesteads in agricultural areas …" (see page 9-9), and, generally speaking, offers broad support and encouragement for identified commercial activities within the Agricultural District so long as they comply with established performance standards. Therefore, the County finds that the proposed use is consistent with the goals and policies established by the Comprehensive Plan.*

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

Finding #2 *The proposed Contracting Business will have no associated use of parks, schools, or other public facilities or utilities, and will likely not create any appreciable demand on the hard-surfaced and well-maintained Government Road / CR 57. Further, with the implementation of a condition prohibiting the use of John Avenue for business purposes, there will be no increased demand on the gravel-surfaced Township Road. Therefore, the County finds that the proposed use will not create any increase or demand on these facilities or utilities. Further, neither the Chisago County Highway Department nor the Sunrise Town Board, serving as Road Authorities for Government Road / CR 57 and John Avenue respectively, identified any concerns with the proposed use following their individual reviews of the request.*

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

Finding #3 *The proposed business activity is generally located near the southern boundary of the 25.93± acre subject site. To screen the proposed business activity from surrounding properties and adjacent development, the applicant has proposed the use of an existing stand of trees in conjunction with the construction of a 10' tall mowable berm. With distance from adjacent properties / development, implementation of and adherence to conditions related to maintenance of existing trees and construction of the proposed berm, the County finds that these measures will aid in screening the proposed use from adjacent and future development.*

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

Finding #4 *The proposed Contracting Business will utilize existing detached accessory structures for business activity, including the storage and maintenance of equipment, as well as utilize land immediately adjacent to these structures for outdoor storage of trucks. The County finds that distance, existing vegetation, and the implementation of a condition requiring additional screening will aid in mitigating potential negative impacts associated with the appearance of and noise generated by the proposed use.*

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

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

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

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

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

Finding #7 *Being that the proposed use does not currently include any employees outside of the property owner(s) and up to five employees in future years and being that the proposed use will not generate any customer traffic, the County does not believe that there will be an appreciable increase in daily traffic to and from the subject site. Further, the County believes that there will be minimal impact to John Avenue, John Avenue properties, and the surrounding area with the implementation of a condition requiring that all business related traffic utilize the Government Road / CR 57 access. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion. Further, neither the Chisago County Highway Department nor the Sunrise Town Board, serving as Road Authorities for Government Road / CR 57 and John Avenue respectively, identified any concerns with the proposed use following their individual reviews of the request.*

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

Finding #8 *While there is no indication that the proposed use will adversely impact nearby properties in terms of glare, there may be concerns related to general unsightliness of equipment storage and noise generated by*

equipment. The County finds that unsightliness and noise can be mitigated with distance, existing vegetation and continued maintenance of said vegetation, and the implementation of conditions which address these mitigation efforts, as well as a condition requiring a berm around business activity. If these measures are implemented, the County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

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

1. This Interim Use Permit grants approval for the operation of a Contracting Business specializing in excavation as described in the application materials dated received December 2, 2024 and kept on file with the Chisago County Department of Environmental Services. No other commercial activity, apart from the activities described in the application materials, shall be permitted as part of this approval.
2. Aside from general office work, all Contracting Business activity taking place on-site shall be allowed to operate Monday through Saturday (no Sundays) with hours of operation being 6:00 am to 8:00 pm. Equipment may begin warming up on-site no earlier than 6:00 am and shall not run on-site later than 8:00 pm. This condition is not intended to establish hours of operation for Contracting Business activity taking place off-site.
3. All Contracting Business traffic shall utilize the Government Road / CR 57 access and shall be prohibited from utilizing the John Avenue access.
4. The Contracting Business location shall not be open to the public or public traffic.
5. To mitigate potential adverse impacts related to noise and appearance, the Contracting Business shall be subject to the following:
    a. Noise generated from the approved use shall be subject to the Chisago County Zoning Ordinance noise standards.
    b. The permit holder shall maintain existing tree cover and remove and replace dying, dead, or downed trees located between the area of business operations and the surrounding property boundaries as needed with similar type/species and count of replacement trees.
    c. The permit holder shall construct an 8' tall mowable berm around business activity as described and illustrated in the application materials dated received December 2, 2024 and kept on file with the Chisago County Department of Environmental Services. The berm shall be fully installed and seeded within six (6) months of the date of Interim Use Permit approval. The permit holder shall ensure that the berm is entirely located on the subject

properties and not encroaching on neighboring property, and all Contracting Business activity shall be contained within the bermed area. As depicted, the general construction of the berm combined with an existing stand of trees encompasses and is expected to screen an area of approximately 3.75 acres in size (including the stand of trees adjacent to the southerly east property boundary).

6. In addition to the property owner(s) and residents of the subject site, there shall be no more than five (5) employees and related employee vehicles on site at any given time.
7. Any wood, tree, or stump debris generated by the business shall be disposed of off-site within fifteen (15) days until and/or unless on-site processing or disposal activities in accordance with the County Solid Waste Ordinance are secured.
8. No hazardous waste shall be generated or stored on the subject site, without following all Hazardous Waste reporting and licensing requirements of the MPCA which includes the procurement of a State-issued Hazardous Waste ID number.
9. All fuel storage and handling of heavy equipment fluids shall be in accordance with MPCA regulations.
10. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
11. Any expansion or intensification of the approved use – including, but not limited to, the construction of new structures used for the Contracting Business, the addition of employees, expanded hours of operation, expansion of the defined 3.75 acres of outdoor equipment parking & storage area, or other expansion or intensification as determined by the Chisago County Department of Environmental Services – shall only be allowed upon further review by the Planning Commission and approval by the Board of Commissioners by way of an Interim Use Permit Amendment.
12. This Interim Use Permit shall expire at such time that the property is no longer owned and occupied by Joshua Fields.
13. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

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

On motion by Greene, seconded by Montzka, the Board moved to approve Resolution No. 25/0219-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Amador Meadows generally located one-tenth of a mile north of 392nd Street and one-half of a mile south of 400th Street on the east side of Oriole Avenue / CR 70 in Amador Township, (PID # 01.00266.00).

RESOLUTION NO. 25/0219-3

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF AMADOR MEADOWS

WHEREAS, property owners Steven Olson & Ann Byers and Gary Olson & LaDonna Olson and applicant Robert Boyce submitted an application dated received and deemed complete on December 23, 2024 for the Preliminary Plat of Amador Meadows; and

WHEREAS, the property owners wish to create two lots from the 26.8± acre subject site; and

WHEREAS, the subject site is generally located approximately one-tenth of a mile north of 392nd Street and approximately one-half of a mile south of 400th Street on the east side of Oriole Avenue / CR 70 in Amador Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 01.00266.50

That part of the North Half of the Southeast Quarter of Section 14, Township 35, Range 20, Chisago County, Minnesota described as follows:
Commencing at the southeast corner of said North Half of the Southeast Quarter; thence South 89 degrees 45 minutes 34 seconds West, assumed bearing along the south line of said North Half of the Southeast Quarter, 765.00 feet; thence North 00 degrees 14 minutes 26 seconds West, 660.00 feet; thence South 89 degrees 45 minutes 34 seconds West, 52.00 feet to the point of beginning; thence continue South 89 degrees 45 minutes 34 seconds West, 1798.69 feet to the west line of said North Half of the Southeast Quarter; thence North 00 degrees 20 minutes 52 seconds East, along said west line, 651.98 feet to the northwest corner of said North Half of the Southeast Quarter; thence North 89 degrees 48 minutes 23 seconds East, along the north line of said North Half of the Southeast Quarter, 1792.00 feet to the intersection with a line bearing North 00 degrees 14 minutes 26 seconds West from said point of beginning; thence South 00 degrees 14 minutes 26 seconds East, 650.48 feet to the point of beginning.

WHEREAS, notice was provided and on February 6, 2025 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, property owner Steven Olson, and applicant Robert Boyce, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Amador Meadows with conditions per Resolution No. PC2025-0203; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Amador Meadows and the Planning Commission's recommendation at its February 19, 2025 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Amador Meadows, subject to the following conditions:

1. The Preliminary Plat of Amador Meadows is approved per plat drawing dated signed October 30, 2024. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

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

On motion by Greene, seconded by Montzka, the Board moved to approve Resolution No. 25/0219-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Peltier Estates generally located south of Furuby Road / CSAH 20 and west of Park Trail / CSAH 12 in Chisago Lake Township, (PID # 02.00557.00).

RESOLUTION NO. 25/0219-4

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF PELTIER ESTATES

WHEREAS, property owners Craig Peltier & Patti Peltier and applicants Shelby Peltier and Shawn Kupcho submitted an application dated received December 17, 2024 and deemed complete on December 18, 2024 for the Preliminary Plat of Peltier Estates; and

WHEREAS, the property owners wish to create one 24.98-acre lot from the 45.8± acre subject site; and

WHEREAS, the subject site is generally located south of Furuby Road / CSAH 20 and west of Park Trail / CSAH 12 in Chisago Lake Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 02.00557.00

NOTE: Applicable portions of the property descriptions contained in Warranty Deed Doc. No. 287781 are shown in bold below.

The North Half of the Northwest Quarter (N 1/2 of NW 1/4), of Section Twenty-three (23), Township Thirty-four (34), Range Twenty (20); subject to public roads; and
The South Half of the Southwest Quarter (S 1/2 of SW 1/4), of Section Fourteen (14), Township Thirty-four (34), Range Twenty (20); also the following described tract: Commencing at the southwest corner of the NE 1/4 of SW 1/4 of Section 14, Township 34, Range 20, running thence North on 1/16 section line to the center of the Taylors Falls and Sunrise Road (now Furuby Road), thence following the center of said road in a southeasterly direction to where the same crosses the 1/16 section line which divides the NE 1/4 of SW 1/4 from the SE 1/4 of SW 1/4, thence West on the last described 1/16 section line to place of beginning, hereby intending to convey all that part of the NE 1/4 of the SW 1/4 of said Section 14, which lies southwest of the road leading from Taylors Falls to Sunrise City, and containing 3 acres, more or less. Excepting, however, that part of the above described premises heretoforth conveyed to the Lindstrom Creamery Company, Chisago County, Minnesota, as described in Book 10 of Deeds on page 68 in the office of the County Recorder of Chisago County, Minnesota; and
Except: The South 775 feet of the North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section Twenty-three (23), the West 835 feet of that part of said North Half of Northwest Quarter (N 1/2 of NW 1/4), lying North of the South 775 feet thereof and **the West 835 feet of the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4) of Section Fourteen (14),**
all in Township Thirty-four (34) North, Range Twenty (20) West, Chisago County, Minnesota; and

Except: The West 420 feet of that part of the Northeast Quarter of the Southwest Quarter of Section 14, lying southerly of
County State Aid Highway No. 20 (also known as Furuby Road); and, the West 420 feet of the North 156 feet of the Southeast Quarter of the Southwest Quarter of Section 14; both parcels are in Township 34 North, Range 20 West, Chisago County, Minnesota, together containing 5.0 acres, more or less; and
Except: The East 155 feet of the West 575 feet of the North 156 feet of the Southeast Quarter of Section 14, Township 34 North, Range 20 West, Chisago County, Minnesota, and that part of the East 155 feet of the West 575 feet of the Northeast Quarter of the Southwest Quarter of said Section 14, which lies southerly of the center line of County State Aid Highway No. 20 (also known as Furuby Road); and
Except: The North 200 feet of the South 975 feet of all that part of the North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section 23, Township 34 North, Range 20 West, Chisago County, Minnesota, lying East of the West 835 feet thereof; and
ALSO EXCEPT (per Warranty Deed Doc. No. A360621)
That part of the East 545 feet of the Northeast Quarter of the Southwest Quarter of Section 14, lying Southerly of the center line of Furuby Road (also known as County State Aid Highway No. 20) and the North 400 feet of the East 545 feet of the Southeast Quarter of the Southwest Quarter of said Section 14. Together with the South 56 feet of the North 456 feet of the West 86 feet of the East 288 feet of said Southeast Quarter of the Southwest Quarter all in Township 34, Range 20 West, Chisago County, Minnesota.
ALSO EXCEPT
The South 502.39 feet of the Southeast Quarter of the Southwest Quarter of Section 14, Township 34, Range 20, Chisago County, Minnesota and the South 502.39 feet of the Southwest Quarter of the Southwest Quarter of said Section 14, lying East of the West 835.00 feet thereof.

WHEREAS, notice was provided and on February 6, 2025 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and applicant Shelby Peltier, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Peltier Estates with conditions per Resolution No. PC2025-0202; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Peltier Estates and the Planning Commission's recommendation at its February 19, 2025 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Peltier Estates, subject to the following conditions:

4. The Preliminary Plat of Peltier Estates is approved per plat drawing dated signed December 17, 2024, and amended on January 14, 2025. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
5. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. Request for Final Plat shall not be submitted until the Chisago County Department of Environmental Services has verified the soils report submitted as part of the December 17, 2024, request for Preliminary Plat and the Department has found that said soils report satisfactorily complies with all applicable regulations.
7. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

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

On motion by Montzka, seconded by Dunne, the Board moved to approve a letter of support to restore the proposed reduction in the Minnesota Department of Revenue County Aquatic Invasive Species (AIS) Prevention Aid program for FY 2025-27. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None

On motion by Dunne, seconded by Montzka, the Board moved to accept the February 12th Budget and Finance Report, approve paying for approved CIP items as Auditors Warrants, approve for Facilities and Maintenance clothing, $6,165, using remaining Administration Fee ARPA funds, approve the purchase of the CivicPlus Agenda and Meeting Management Software, $11,400, using remaining Administration ARPA funds, and approve using fund balance, $69,050.00, to pay for the CJIS Security Compliance project.

RESOLUTION NO. 25/0219-5
AUTHORIZING THE COUNTY AUDITOR TO PAY
APPROVED CAPITAL IMPROVEMENT PLAN CLAIMS

WHEREAS, M.S. 375.18, Subd. 1b authorizes the County Board of Commissioners to delegate its authority to pay certain claims against the County for reasons it deems appropriate and expedient; and

WHEREAS, the business practices of the County will be served appropriately by virtue of exercising said authority;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes its County Auditor to pay for approved Capital Improved Plan items when they are received; a list of claims paid shall be provided to the Board at its next regularly scheduled meeting; the Board or its designated committee shall regularly review the practices and procedures of the County Auditor pertaining to this authorization.
The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None

On motion by Dunne, seconded by Greene, the Board moved to approve County Assessor Daryl Moeller and Asst. County Assessor Chase Peloquin to attend Tyler Connection Conference in San Antonio TX, May 11-14, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None

On motion by Montzka, seconded by Dunne, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents to have the added engineering studies completed, pay for the added requirements, permits, etc. as required by the City of Wyoming for the Wyoming Emergency Paging Tower. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None

Commissioner Swenson went offline at 8:01 p.m.

On motion by Montzka, seconded by Greene, the Board moved to approve and sign the attached third amendment with Verizon for the antenna lease at the Chisago County Nessel ARMER site. The motion **carried** as follows:

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

On motion by Dunne, seconded by Greene, the Board moved to approve the resolution Delegating the Duties of the Auditor-Treasurer and Finance Director.

RESOLUTION NO. 25/0219-6
RESOLUTION DELEGATING THE DUTIES OF THE AUDITOR-TREASURER AND FINANCE DIRECTOR

WHEREAS, Chisago County is currently growing, which has led to a larger budget and a larger
employee workforce in order to properly serve the needs of the citizens of the county and provide for the
general health, safety and welfare; and

WHEREAS, the County has examined and identified ways and methods of improving the delivery of
services to the public, and increasing County-wide and departmental efficiencies in the operation of county
government, and addressing the use of more complex technological systems in the operation of
government and more complex reporting and records requirements in the operation of government; and

WHEREAS, the County has identified as areas that can be improved and made more efficient
through reorganization of the office of Auditor-Treasurer and the creation of a Finance Department with a
Finance Director and the consolidation of certain financial duties into the Finance Department, which would
allow for more robust financial functions, and better organizational structure to the operation of the
finances of the county, while allowing the Auditor-Treasurer to focus on more strategic functions for the
County; and

WHEREAS, the office of the Chisago County Auditor-Treasurer is currently an appointed position, with
the position currently held by Bridgitte Konrad; and

WHEREAS, Minnesota Statutes Chapter 375A allows Counties to undertake several and various forms

of optional governance, including the ability to make certain officials positions appointed rather than
elective, including the position of County Auditor-Treasurer; and

WHEREAS, pursuant to Chapter 375A,in adopting the optional form of County government operations
that involves appointing the Auditor-Treasurer the County Board of Commissioners has the authority to
initiate and direct any consolidation, reorganization or delegation of such duties, functions and
responsibilities for the purposes of promoting efficiency in county government, and to make such other
administrative changes including abolishing or terminating the offices and/or the appointment or transfer
of personnel as deemed necessary; and

WHEREAS, the County Board of Commissioners has concluded that the delegation of duties between
the Auditor-Treasurer and the Finance Director is in the best interests of the County and advances public
health, safety and welfare,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: 1. The Chisago County Board of Commissioners hereby delegates the following duties, to Kristin Waddell, the Chisago County Finance Director:

- Auditing of County Financials as requested by the County Board of Commissioners
- Forecasting of County Financials
- Management of County fund balances
- Management of County Debt
- Monitoring of Funding for current and future county projects
- Payment of all claims

2. All other duties prescribed by Law, Statute, or Rule by the State of Minnesota and the Federal
Government of the United States which are required to be completed by the previously elected Auditor-Treasurer and which are not specifically outlined in paragraph 1 are hereby delegated to the Chisago County Auditor-Treasurer. This delegation includes but is not limited to the approval, certification, execution, signing and storage of any documents required by law and the collection of all debts and taxes. This delegation includes, but is not limited to, the duties of Chief County Election Official, Real Property Tax Forfeiture, and all statutory duties required for public drainage systems.

3. The Chisago County Board of Commissioners hereby reserves the authority to amend this delegation of duties as prescribed by law.

4. This resolution is effective immediately upon the adoption.

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

Commissioner Swenson was online at 8:05 p.m.

On motion by Dunne, seconded by Montzka, the Board moved to approve holding a public hearing on March 19, 2025, at 7:00 p.m. to consider an economic development tax abatement for NS Investment, LLC. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None

On motion by Dunne, seconded by Montzka, the Board moved to approve sending a letter supporting Scott County's position that reducing the MnChoice reassessments from annual to every three years would be in Chisago County's interest. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None

On motion by Montzka, seconded by Dunne, the Board moved to approve setting the date for the Chisago County Board of Appeal and Equalization for Tuesday, June 17th, 2025, at 6:30 p.m. 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 approve adopting the Chisago County Hazard Mitigation Plan 2024 via resolution.

RESOLUTION NO. 25/0219-7
A RESOLUTION OF THE CHISAGO COUNTY BOARD OF COMMISSIONERS ADOPTING THE CHISAGO COUNTY HAZARD MITIGATION PLAN 2024

WHEREAS the Chisago County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Chisago County; and

WHEREAS the Chisago County has prepared a multi-hazard mitigation plan, hereby known as the Chisago County Hazard Mitigation Plan 2024 in accordance with

federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS Chisago County Hazard Mitigation Plan 2024identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Chisago County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Chisago County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Chisago County Hazard Mitigation Plan 2024

NOW THEREFORE, BE IT RESOLVED BY THE CHISAGO COUNTY BOARD OF COMMISSIONERS, MINNESOTA, THAT:

Section 1. The Chisago County Board of Commissioners adopts the Chisago County Hazard Mitigation Plan 2024. While content related to Chisago County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Chisago County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.
The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None

CITIZENS FORUM
TIME – 8:11 p.m. **END TIME** – 8:13 p.m.
# of SPEAKERS – 1

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 Dunne, seconded by Montzka, the Board adjourned the meeting at 8:34 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Dan Dahlberg, Chair

Attest:_____

Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 5, 2025

8

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $795,895.82

Recap by Fund	Fund	Amount	Name
	1	321,990.52	General Revenue Fund
	3	90,692.59	Road And Bridge Fund
	12	375,148.56	Capital Equipment Fund
	14	7,007.33	Solid Waste Fund
	18	493.00	Lake Imprvmnt Distr Maint
	76	563.82	Employee Recognition Agency Fu
	All Funds	795,895.82	Total

Approved by, ...

. . . . . .

Abbreviated Warrant Register – Pay Date 2/25/2025

$5,8232.68

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

Page Break By: 1
1 - Page Break by Fund
2 - Page Break by Dept

Explode Dist. Formulas?: N

Paid on Behalf Of Name on Audit List?: N

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

Save Report Options?: N

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
3	DEPT				Board Of Commissioners			
	40076	**DAHLBERG/DANIEL**						
		01-003-000-0000-6330		156.80	MILEAGE/COMMISSIONER		Mileage	N
					02/06/2025 02/19/2025			
	40076	**DAHLBERG/DANIEL**		**156.80**	**1** Transactions			
	40174	**DUNNE/MARLYS**						
		01-003-000-0000-6330		42.00	MILEAGE/COMMISSIONER		Mileage	N
					01/16/2025 02/19/2025			
	40174	**DUNNE/MARLYS**		**42.00**	**1** Transactions			
	12228	**LARKIN HOFFMAN DALY & LINDGREN LTD**						
		01-003-000-0000-6273		12,000.00	FEB25 SERVICE-HWY 8 PROJECT	852432	Contract Services	Y
		01-003-000-0000-6273		5,000.00	FED LEGIS REPRES FEB2025	852432	Contract Services	Y
	12228	**LARKIN HOFFMAN DALY & LINDGREN LTD**		**17,000.00**	**2** Transactions			
	13108	**MONTZKA/BEN**						
		01-003-000-0000-6330		14.70	MILEAGE/COMMISSIONER	02132025	Mileage	N
		01-003-000-0000-6330		14.70	MILEAGE/COMMISSIONER	02192025	Mileage	N
	13108	**MONTZKA/BEN**		**29.40**	**2** Transactions			
3	**DEPT Total:**			**17,228.20**	**Board Of Commissioners**	**4 Vendors**	**6 Transactions**	
11	DEPT				District Court			
	10265	**AUTISM ADVOCACY & LAW CENTER**						
		01-011-012-0000-6278		1,770.00	SERVICE-13PR24153/CRT ADMIN	21216	Legal Services	Y
	10265	**AUTISM ADVOCACY & LAW CENTER**		**1,770.00**	**1** Transactions			
	20207	**J BUBERL LAW LLC**						
		01-011-012-0000-6278		77.50	SERVICE-13PR2468/CRT ADMIN	2980	Legal Services	Y
		01-011-012-0000-6278		50.00	SERVICE-13PR24115/CRT ADMIN	2981	Legal Services	Y
		01-011-012-0000-6278		247.50	SERVICE-13PR2489/CRT ADMIN	2982	Legal Services	Y
		01-011-012-0000-6278		212.50	SERVICE-13PR24153/CRT ADMIN	2983	Legal Services	Y
		01-011-012-0000-6278		12.50	SERVICE-13PR2462CRT ADMIN	2984	Legal Services	Y
		01-011-012-0000-6278		212.50	SERVICE-13PR24152/CRT ADMIN	2985	Legal Services	Y
	20207	**J BUBERL LAW LLC**		**812.50**	**6** Transactions			
	11218	**KONTAKT.IO INC**						
		01-011-000-0000-6273		2,245.00	BLDG CONNECTIVITY NODE/MICS	202502US0366	Contracted Purchased Service	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
11218	**KONTAKT.IO INC**		**2,245.00**	**1** Transactions			
13391	**MIGALA LAW OFFICE LLC**						
	01-011-010-0000-6278		4,725.00	JAN25 CONTRACT SERVICE	02212025	Legal Services	Y
13391	**MIGALA LAW OFFICE LLC**		**4,725.00**	**1** Transactions			
6838	**RAMSEY COUNTY SHERIFF**						
	01-011-000-0000-6280		90.00	SERVICE-13JV2517/CRT ADMIN	202501568	Other Professional Services	N
6838	**RAMSEY COUNTY SHERIFF**		**90.00**	**1** Transactions			
8418	**Resource Training & Solutions**						
	01-011-020-0000-6280		300.30	JAN25 SERVICE-BEHRENDT/CRT ADM	41805	Other Professional Services	N
	01-011-020-0000-6280		243.22	JAN24 SERVICE-WRIGHT/CRT ADMIN	41805	Other Professional Services	N
8418	**Resource Training & Solutions**		**543.52**	**2** Transactions			
11	**DEPT Total:**		**10,186.02**	**District Court**	**6 Vendors**	**12 Transactions**	
31	DEPT			County Administrator			
10292	**AMAZON CAPITAL SERVICES**						
	01-031-000-0000-6400		28.28	SUPPLIES/ADMIN	1LLFRKHFVH6H	Office Supplies	N
	01-031-000-0000-6400		136.99	SUPPLIES/ADMIN	1R4QG6CQ3MVX	Office Supplies	N
10292	**AMAZON CAPITAL SERVICES**		**165.27**	**2** Transactions			
30289	**CIVICPLUS**						
	01-031-000-0000-6341		11,400.00	AMM SELECT PRO ANNUAL FEE/ADMI	329212	Rental And Service Agreements	N
30289	**CIVICPLUS**		**11,400.00**	**1** Transactions			
13359	**MICA - MN INTER-COUNTY ASSOCIATION**						
	01-031-000-0000-6245		80.00	ANNUAL MTG/C BURNHAM	02102025	Conferences, Training And Dues	N
13359	**MICA - MN INTER-COUNTY ASSOCIATION**		**80.00**	**1** Transactions			
31	**DEPT Total:**		**11,645.27**	**County Administrator**	**3 Vendors**	**4 Transactions**	
61	DEPT			Data Processing			
10292	**AMAZON CAPITAL SERVICES**						
	01-061-000-0000-6287		22.98	SUPPLIES/MICS	11YLJXRWK6DK	Data Processing	N
	01-061-000-0000-6303		439.95	SUPPLIES/MICS	13JLDNQDDNJH	Machinery And Equipment	N
	01-061-000-0000-6303		64.95	SUPPLIES/MICS	19RG6MLLTHTQ	Machinery And Equipment	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	01-061-000-0000-6303		304.25	BOSCH SECURITY SENSOR/MICS	1DKRTXX1DKHM	Machinery And Equipment	N
	01-061-000-0000-6303		53.96	SUPPLIES/MICS	1FX3JDFHJ3JM	Machinery And Equipment	N
	01-061-000-0000-6303		48.22-	CR SUPPLIES/MICS	1HCGWK3QKCKD	Machinery And Equipment	N
	01-061-000-0000-6303		1,338.99	MINI PC & ACCESS POINT/MICS	1HGXCT7Y1K3R	Machinery And Equipment	N
	01-061-000-0000-6303		531.92	SUPPLIES/MICS	1KPTJQNH9FL6	Machinery And Equipment	N
	01-061-000-0000-6303		7.99	SUPPLIES/MICS	1P61P46DHQLH	Machinery And Equipment	N
	01-061-000-0000-6400		24.74	SUPPLIES/MICS	1TTDMFVLK3XL	Office Supplies	N
10292	**AMAZON CAPITAL SERVICES**		**2,741.51**	**10** Transactions			
30282	**CDW GOVERNMENT LLC**						
	01-061-000-0000-6341		85.60	ADOBE PRO/MICS	AC7IU2H	Rental And Service Agreements	N
	01-061-000-0000-6341		273.08	SUPPLIES/MICS	AC8641B	Rental And Service Agreements	N
30282	**CDW GOVERNMENT LLC**		**358.68**	**2** Transactions			
30289	**CIVICPLUS**						
	01-061-000-0000-6341		7,348.25-	CR MULTIPRODUCTS/MICS	107080	Rental And Service Agreements	N
	01-061-000-0000-6341		409.70-	CR CIVICHR APP TRACKING/MICS	111141	Rental And Service Agreements	N
	01-061-000-0000-6341		4,713.00	MULTIPRODUCTS/MICS	299806	Rental And Service Agreements	N
30289	**CIVICPLUS**		**3,044.95-**	**3** Transactions			
30347	**COUNTIES PROVIDING TECHNOLOGY**						
	01-061-000-0000-6245		150.00	MN TECH CONF REG FEE/J ECKEL	2684	Conferences, Dues And Training	N
	01-061-000-0000-6245		150.00	MN TECH CONF REG FEE/D WILTON	2684	Conferences, Dues And Training	N
30347	**COUNTIES PROVIDING TECHNOLOGY**		**300.00**	**2** Transactions			
30194	**CUMMINS NPOWER LLC**						
	01-061-000-0000-6342		368.01	SERVICE/MICS	E4250296591	Armer Reimbursable Expenses	Y
30194	**CUMMINS NPOWER LLC**		**368.01**	**1** Transactions			
10501	**DELL MARKETING LP**						
	01-061-000-0000-6341		68,156.63	COMPELLEN SAN RENEW MAINT/MICS	10799253104	Rental And Service Agreements	Y
	01-061-000-0000-6303		936.54	6-DELL 24 MONITOR	10800426952	Machinery And Equipment	Y
10501	**DELL MARKETING LP**		**69,093.17**	**2** Transactions			
54453	**HONEYWELL INC**						
	01-061-000-0000-6342		1,602.23	SERVICE/MICS	5269190116	Armer Reimbursable Expenses	N
54453	**HONEYWELL INC**		**1,602.23**	**1** Transactions			
22052	**MENARDS - ST CROIX FALLS**						

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	01-061-000-0000-6303		164.30	SUPPLIES/MICS	72299	Machinery And Equipment	N
	01-061-000-0000-6303		19.99	SUPPLIES/MICS	72301	Machinery And Equipment	N
	01-061-000-0000-6303		21.99	SUPPLIES/MICS	72301	Machinery And Equipment	N
	01-061-000-0000-6287		45.96	SUPPLIES/MICS	72348	Data Processing	N
22052	**MENARDS - ST CROIX FALLS**		**252.24**	**4** Transactions			
13101	**MOTOROLA SOLUTIONS INC**						
	01-061-000-0000-6342		478.80	SUPPLIES/MICS	8282072786	Armer Reimbursable Expenses	N
	01-061-000-0000-6342		532.50	SUPPLIES/MICS	8282072855	Armer Reimbursable Expenses	N
13101	**MOTOROLA SOLUTIONS INC**		**1,011.30**	**2** Transactions			
13205	**STATE OF MN-OFFICE ENTERPRISE TECHI**						
	01-061-000-0000-6341		2,982.44	JAN25 SERVICE/MICS	DV25010333	Rental And Service Agreements	N
13205	**STATE OF MN-OFFICE ENTERPRISE TECHI**		**2,982.44**	**1** Transactions			
20349	**TOSHIBA BUSINESS SOLUTIONS**						
	01-061-000-0000-6341		233.77	MAR25 COPIER RENT	5033268196	Rental And Service Agreements	N
	01-061-000-0000-6341		220.43	MAR25 COPIER RENT	5033268197	Rental And Service Agreements	N
	01-061-000-0000-6341		358.86	MAR25 COPIER RENT	5033268198	Rental And Service Agreements	N
	01-061-000-0000-6341		540.62	MAR25 COPIER RENT	5033268199	Rental And Service Agreements	N
	01-061-000-0000-6341		235.63	MAR25 COPIER RENT	5033268200	Rental And Service Agreements	N
	01-061-000-0000-6341		556.49	MAR25 COPIER RENT	5033268201	Rental And Service Agreements	N
	01-061-000-0000-6341		1,040.45	MAR25 COPIER RENT	5033268202	Rental And Service Agreements	N
	01-061-000-0000-6341		45.56	MAR25 COPIER RENT	5033268203	Rental And Service Agreements	N
	01-061-000-0000-6341		115.24	MAR25 COPIER RENT	5033268204	Rental And Service Agreements	N
	01-061-000-0000-6341		491.65	MAR25 COPIER RENT	5033268205	Rental And Service Agreements	N
	01-061-000-0000-6341		713.64	MAR25 COPIER RENT	5033268206	Rental And Service Agreements	N
	01-061-000-0000-6341		176.34	MAR25 COPIER RENT	5033268207	Rental And Service Agreements	N
	01-061-000-0000-6341		52.56	MAR25 COPIER RENT	5033268208	Rental And Service Agreements	N
	01-061-000-0000-6341		104.78	MAR25 COPIER RENT	5033268209	Rental And Service Agreements	N
	01-061-000-0000-6341		229.48	MAR25 COPIER RENT	5033268210	Rental And Service Agreements	N
	01-061-000-0000-6341		340.86	MAR25 COPIER RENT	5033268211	Rental And Service Agreements	N
	01-061-000-0000-6341		152.65	MAR25 COPIER RENT	5033268212	Rental And Service Agreements	N
	01-061-000-0000-6341		233.77	MAR25 COPIER RENT	5033268213	Rental And Service Agreements	N
	01-061-000-0000-6341		244.55	MAR25 COPIER RENT	5033270822	Rental And Service Agreements	N
	01-061-000-0000-6341		2,849.58	MAR25 COPIER RENT	5033270823	Rental And Service Agreements	N
	01-061-000-0000-6341		448.00	FEB25 COPIER RENT	5033315107	Rental And Service Agreements	N
20349	**TOSHIBA BUSINESS SOLUTIONS**		**9,384.91**	**21** Transactions			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	87910	**TOSHIBA BUSINESS SOLUTIONS**						
		01-061-000-0000-6341		236.43	COPIER SERVICE	6500779	Rental And Service Agreements	N
		01-061-000-0000-6341		377.67	COPIER SERVICE	6500784	Rental And Service Agreements	N
	87910	**TOSHIBA BUSINESS SOLUTIONS**		**614.10**	**2** Transactions			
61	**DEPT Total:**			**85,663.64**	**Data Processing**	**12 Vendors**	**51 Transactions**	
65	DEPT				Central Services			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
		01-065-000-0000-6400		1,030.00	PAPER/CENTRAL SERVICES	4772809	Office Supplies	N
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**		**1,030.00**	**1** Transactions			
	13348	**MINNESOTA OFFICE OF ADMIN HEARINGS**						
		01-065-000-0000-6289		50.00	KAM-DANGEROUS DOG MATTER	528265	Outside Legal Services	N
	13348	**MINNESOTA OFFICE OF ADMIN HEARINGS**		**50.00**	**1** Transactions			
65	**DEPT Total:**			**1,080.00**	**Central Services**	**2 Vendors**	**2 Transactions**	
71	DEPT				Elections			
	80136	**HART INTERCIVIC**						
		01-071-000-0000-6211		3,842.04	PROGRAMMING SERV/TWNSHP ELEC	2005	Services And Charges	N
	80136	**HART INTERCIVIC**		**3,842.04**	**1** Transactions			
71	**DEPT Total:**			**3,842.04**	**Elections**	**1 Vendors**	**1 Transactions**	
91	DEPT				County Attorney			
	30292	**CHISAGO COUNTY CHIEFS OF POLICE ASS**						
		01-091-000-0000-6242		25.00	2025 DUES/ATTORNEY	CCATT2025	Publicity Subscriptions And Dues	N
	30292	**CHISAGO COUNTY CHIEFS OF POLICE ASS**		**25.00**	**1** Transactions			
	30271	**COPYPRO**						
		01-091-000-0000-6400		34.00	BROCHURES/SCHOOL ATTENDA/ATTY	2360	Office Supplies	N
	30271	**COPYPRO**		**34.00**	**1** Transactions			
	30118	**CORE PROFESSIONAL SERVICES PA**						
		01-091-000-0000-6280		480.00	SERVICE/13CR2418/CRT ADMIN	6623	Other Professional Services	6
	30118	**CORE PROFESSIONAL SERVICES PA**		**480.00**	**1** Transactions			

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13075	**MN COUNTY ATTORNEYS ASSOCIATION**						
	01-091-000-0000-6242		7,942.00	2025 DUES/ATTORNEY	213	Publicity Subscriptions And Dues	N
13075	**MN COUNTY ATTORNEYS ASSOCIATION**		**7,942.00**	**1** Transactions			
16034	**PINE COUNTY SHERIFF'S OFFICE**						
	01-091-000-0000-6280		70.00	SERVICE-13CR24183/COURT ADMIN	202500211	Other Professional Services	N
16034	**PINE COUNTY SHERIFF'S OFFICE**		**70.00**	**1** Transactions			
8401	**VANTAGE POINT PSYCHOLOGICAL CONSU**						
	01-091-000-0000-6280		2,000.00	COURT RELATED SERVICES	02112025	Other Professional Services	N
8401	**VANTAGE POINT PSYCHOLOGICAL CONSU**		**2,000.00**	**1** Transactions			
91	**DEPT Total:**		**10,551.00**	**County Attorney**	**6 Vendors**	**6 Transactions**	
101	DEPT			Recorder			
10292	**AMAZON CAPITAL SERVICES**						
	01-101-000-0000-6400		238.90	SUPPLIES/RECORDER	13VWTP31WPGT	Office Supplies	N
10292	**AMAZON CAPITAL SERVICES**		**238.90**	**1** Transactions			
101	**DEPT Total:**		**238.90**	**Recorder**	**1 Vendors**	**1 Transactions**	
103	DEPT			Recorder Compliance/Technology			
13308	**MN COUNTIES COMPUTER COOPERATIVE**						
	01-103-000-0000-6899	AP P	15,268.00	SEP24TYLER TECH-IMPLEMENTATION	24100781	Budget Adjustment Compliance	N
	01-103-000-0000-6899		28,057.00	TYLER TAX IMPLEMENTATION-A/T	2502014	Budget Adjustment Compliance	N
	01-103-000-0000-6899		12,575.00	END USER TRNG/ZONING	2502032	Budget Adjustment Compliance	N
	01-103-000-0000-6899		3,400.00	E-SERV PROJECT/ZONING	2502100	Budget Adjustment Compliance	N
				02/10/2024 02/14/2024			
13308	**MN COUNTIES COMPUTER COOPERATIVE**		**59,300.00**	**4** Transactions			
103	**DEPT Total:**		**59,300.00**	**Recorder Compliance/Technology**	**1 Vendors**	**4 Transactions**	
111	DEPT			Maintenance			
10314	**ADAMS PEST CONTROL-MAIN**						
	01-111-512-0000-6273		115.50	FEB25 SERVICE/HWY HARRIS	4054948	Contracted Purchased Service	N
	01-111-532-0000-6273		99.75	FEB25 SERVICE/SHERIFF HARRIS	4054949	Contracted Purchased Service	N
10314	**ADAMS PEST CONTROL-MAIN**		**215.25**	**2** Transactions			

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10292	**AMAZON CAPITAL SERVICES**						
	01-111-500-0000-6560		604.72	BRADLEY MIXING VALVE/MAINT	1P6FF9M19YCT	Repairs And Maintenance Supplies	N
	01-111-500-0000-6411		41.62	SUPPLIES/MAINTENANCE	1Y6G3FQ7CH69	Operating Supplies	N
10292	**AMAZON CAPITAL SERVICES**		**646.34**	**2** Transactions			
14127	**ARINNA LLC**						
	01-111-500-0000-6253		242.59	FEB25 PPA SOLAR	16858	Electricity	Y
14127	**ARINNA LLC**		**242.59**	**1** Transactions			
30177	**CINTAS CORPORATION**						
	01-111-530-0000-6273		189.69	RUG SERVICE/PSC	4220690644	Contracted Purchased Service	N
	01-111-512-0000-6273		117.81	RUG SERVICE/HWY HARRIS	4220755178	Contracted Purchased Service	N
	01-111-511-0000-6273		96.13	RUG SERVICE/HWY CC	4221431137	Contracted Purchased Service	N
	01-111-500-0000-6273		104.84	RUG SERVICE/GOV CENTER	4221431165	Contracted Purchased Service	N
30177	**CINTAS CORPORATION**		**508.47**	**4** Transactions			
30194	**CUMMINS NPOWER LLC**						
	01-111-530-0000-6273		506.06	SERVICE/PSC	E4250296593	Contracted Purchased Service	Y
	01-111-511-0000-6273		379.16	SERVICE/HWY CC	E4250296816	Contracted Purchased Service	Y
	01-111-512-0000-6273		374.48	SERVICE/HWY HARRIS	E4250296817	Contracted Purchased Service	Y
	01-111-505-0000-6273		353.92	SERVICE/NBHHS	E4250296818	Contracted Purchased Service	Y
	01-111-500-0000-6273		473.58	SERVICE/GOV CENTER	E4250296819	Contracted Purchased Service	Y
30194	**CUMMINS NPOWER LLC**		**2,087.20**	**5** Transactions			
50128	**ECSI SYSTEM INTEGRATORS**						
	01-111-500-0000-6273		2,678.43	ASSESSOR REMODEL CABLE	24120177	Contracted Purchased Service	N
	01-111-500-0000-6273		4,056.54	ZONING REMODEL CABLE	25010147A	Contracted Purchased Service	N
50128	**ECSI SYSTEM INTEGRATORS**		**6,734.97**	**2** Transactions			
80082	**HILLYARD INC-MINNEAPOLIS**						
	01-111-505-0000-6413		28.07	SUPPLIES/MAINT NBHHS	605739209	Custodial Supplies	N
	01-111-500-0000-6413		2,025.68	SUPPLIES/MAINT GC	605746618	Custodial Supplies	N
	01-111-511-0000-6413		497.52	SUPPLIES/MAINT HWY CC	605747719	Custodial Supplies	N
80082	**HILLYARD INC-MINNEAPOLIS**		**2,551.27**	**3** Transactions			
54453	**HONEYWELL INC**						
	01-111-511-0000-6273		8,292.39	SERVICE/HWY CC	5269203540	Contracted Purchased Service	N
54453	**HONEYWELL INC**		**8,292.39**	**1** Transactions			

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90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
	01-111-500-0000-6413		89.99	SUPPLIES/MAINT GC	4763687	Custodial Supplies	N
	01-111-500-0000-6413		275.42	SUPPLIES/MAINT GC	4771765	Custodial Supplies	N
90061	**INNOVATIVE OFFICE SOLUTIONS LLC**		**365.41**	**2** Transactions			
12083	**LAKE COUNTRY DOOR INC**						
	01-111-532-0000-6307		320.00	SERVICE/SHERIFF HARRIS	57151	Grounds Maintenance	N
12083	**LAKE COUNTRY DOOR INC**		**320.00**	**1** Transactions			
22051	**MENARDS - FOREST LAKE**						
	01-111-500-0000-6560		118.36	SUPPLIES/MAINTENANCE/GC	52099	Repairs And Maintenance Supplies	N
	01-111-500-0000-6560		50.97	SUPPLIES/MAINTENANCE/GC	52118	Repairs And Maintenance Supplies	N
	01-111-530-0000-6560		152.04	SUPPLIES/HARRIS SHERIFF	52595	Repairs And Maintenance Supplies	N
22051	**MENARDS - FOREST LAKE**		**321.37**	**3** Transactions			
67779	**PETERSON REPAIR & TOWING INC**						
	01-111-505-0000-6273		250.00	STORAGE CONTAINER/NBHHS	1540	Contracted Purchased Service	N
67779	**PETERSON REPAIR & TOWING INC**		**250.00**	**1** Transactions			
18153	**REMPP/JULIE**						
	01-111-000-0000-6330		91.00	MILEAGE/MAINTENANCE 12/17/2024 01/14/2025		Mileage	N
	01-111-000-0000-6330		96.95	MILEAGE/MAINTENANCE 01/15/2025 01/23/2025		Mileage	N
	01-111-000-0000-6330		84.84	MILEAGE/MAINTENANCE 01/24/2025 01/31/2025		Mileage	N
18153	**REMPP/JULIE**		**272.79**	**3** Transactions			
7832	**SHRED-N-GO INC**						
	01-111-500-0000-6273		483.93	SERVICE-MAINT GC	179009	Contracted Purchased Service	N
	01-111-511-0000-6273		133.43	SERVICE-MAINT HWY CC	179070	Contracted Purchased Service	N
7832	**SHRED-N-GO INC**		**617.36**	**2** Transactions			
70911	**SOGARD ELECTRIC INC**						
	01-111-530-0000-6560		1,392.50	SERVICE-PSC	1397	Repairs And Maintenance Supplies	N
70911	**SOGARD ELECTRIC INC**		**1,392.50**	**1** Transactions			
19352	**STATE SUPPLY COMPANY**						
	01-111-523-0000-6560		447.76	SUPPLIES-WYOMING LIBRARY	701087	Repairs And Maintenance Supplies	N

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19352	**STATE SUPPLY COMPANY**		**447.76**	**1** Transactions			
111	**DEPT Total:**		**25,265.67**	**Maintenance**	**16 Vendors**	**34 Transactions**	
127	DEPT			Planning And Zoning			
40129	**DUBOSE/CHRISTOPHER T**						
	01-127-000-0000-6111		65.00	PER DIEM/PLANN COMM WK SESS	01162025	Per Diem In Lieu Of Salaries	Y
	01-127-000-0000-6111		65.00	PER DIEM/PLANN COMM TOUR	02052025	Per Diem In Lieu Of Salaries	Y
	01-127-000-0000-6111		65.00	PER DIEM/PLANN COMM MTG	02062025	Per Diem In Lieu Of Salaries	Y
	01-127-000-0000-6111		65.00	PER DIEM/PLANN COMM WK SESS	02202025	Per Diem In Lieu Of Salaries	Y
40129	**DUBOSE/CHRISTOPHER T**		**260.00**	**4** Transactions			
50010	**ECM PUBLISHERS INC**						
	01-127-000-0000-6243		82.88	FEB 27 BOAA	1036064	Advertising	N
50010	**ECM PUBLISHERS INC**		**82.88**	**1** Transactions			
50060	**EMSL ANALYTICAL INC**						
	01-127-000-0000-6271		248.60	SERVICE/ZONING	35189059	Professional & Technical Services	N
50060	**EMSL ANALYTICAL INC**		**248.60**	**1** Transactions			
12059	**LINDSTROM HARDWARE**						
	01-127-000-0000-6303		8.77	SUPPLIES/ZONING	17648	Machinery And Equipment	N
12059	**LINDSTROM HARDWARE**		**8.77**	**1** Transactions			
23078	**WHITNEY/DAVID R**						
	01-127-000-0000-6111		65.00	PER DIEM/PLANN COMM WRKSESS	02202025	Per Diem In Lieu Of Salaries	Y
	01-127-000-0000-6330		11.76	MILEAGE/PLANN COMM/WK SESS	02202025	Mileage	N
23078	**WHITNEY/DAVID R**		**76.76**	**2** Transactions			
24095	**YEAGER/CHARLES P**						
	01-127-000-0000-6111		65.00	PER DIEM/PLANN COMM WRKSESS	02202025	Per Diem In Lieu Of Salaries	Y
	01-127-000-0000-6330		16.10	MILEAGE/PLANN COMM/WK SESS	02202025	Mileage	N
24095	**YEAGER/CHARLES P**		**81.10**	**2** Transactions			
127	**DEPT Total:**		**758.11**	**Planning And Zoning**	**6 Vendors**	**11 Transactions**	
145	DEPT			Wellness, Safety and Ergonomics			
10292	**AMAZON CAPITAL SERVICES**						

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	01-145-802-0000-6601		110.98	ERGONOMIC/CHAIR	1FXLMQNFJ7GW	Ergo - Furniture And Equipment	N
10292	**AMAZON CAPITAL SERVICES**		**110.98**	**1** Transactions			
13305	**MN SAFETY COUNCIL INC**						
	01-145-801-0000-6245		465.00	REG FEE- K GATES		Safety - Conferences, Dues And Training	N
13305	**MN SAFETY COUNCIL INC**		**465.00**	**1** Transactions			
145	**DEPT Total:**		**575.98**	**Wellness, Safety and Ergonomics**	**2 Vendors**	**2 Transactions**	
149	DEPT			Other General Government			
30234	**COLLINS ENGINEERS INC**						
	01-149-300-0000-6273		8,635.01	2024 ARPA ADD LID WEIR PROJ	57808	Contracted Purchased Service	N
30234	**COLLINS ENGINEERS INC**		**8,635.01**	**1** Transactions			
40088	**DAVID J UNMACHT LLC**						
	01-149-300-0000-6273		4,748.15	ARPA ADD-STRAGEIC PLANNING		Contracted Purchased Service	Y
40088	**DAVID J UNMACHT LLC**		**4,748.15**	**1** Transactions			
50152	**EICKMAN/MADELINE**						
	01-149-300-0000-6273		1,390.00	CONTRACT LAW CLERK 02/11/2025 02/24/2025		Contracted Purchased Service	Y
50152	**EICKMAN/MADELINE**		**1,390.00**	**1** Transactions			
50019	**EMMONS & OLIVIER RESOURCES INC**						
	01-149-300-0000-6273		10,361.50	ARPA-0307 ENVS-STC WTRSHD PLA	17300211	Contracted Purchased Service	N
50019	**EMMONS & OLIVIER RESOURCES INC**		**10,361.50**	**1** Transactions			
13395	**MALCHOW/KATIE**						
	01-149-300-0000-6802		146.40	ARPA ADD STRATEGIC PLANNIN 02/17/2025 02/18/2025		Miscellaneous Expenses	N
13395	**MALCHOW/KATIE**		**146.40**	**1** Transactions			
13205	**STATE OF MN-OFFICE ENTERPRISE TECHI**						
	01-149-000-0000-6203		1,923.97	JAN25 PHONE SERVICE	W25010470	Telephone	N
13205	**STATE OF MN-OFFICE ENTERPRISE TECHI**		**1,923.97**	**1** Transactions			
21006	**UNITED PARCEL SERVICE**						
	01-149-000-0000-6205		20.26	DELIVERY SERVICE	A448W3075	Postage	N

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21006	**UNITED PARCEL SERVICE**		**20.26**	**1** Transactions			
149	**DEPT Total:**		**27,225.29**	**Other General Government**	**7 Vendors**	**7 Transactions**	
201	DEPT			Sheriff			
10292	**AMAZON CAPITAL SERVICES**						
	01-201-000-0000-6452		55.99	SUPPLIES/SHERIFF	17WRGVTL76J7	Law Enforcement Supplies	N
10292	**AMAZON CAPITAL SERVICES**		**55.99**	**1** Transactions			
10286	**ASPEN MILLS**						
	01-201-000-0000-6452		1,118.11	SUPPLIES-B-PETERSON/SHERIFF	349034	Law Enforcement Supplies	N
10286	**ASPEN MILLS**		**1,118.11**	**1** Transactions			
20425	**BROADWAY AWARDS INC**						
	01-201-000-0000-6452		133.29	BADGE/SHERIFF	56347	Law Enforcement Supplies	N
20425	**BROADWAY AWARDS INC**		**133.29**	**1** Transactions			
30091	**CITY OF CHISAGO CITY**						
	01-201-000-0000-6855		65.00	BOOTH FEE/SHERIFF	KI CHI SAGA DAYS	Crime Prevention	N
30091	**CITY OF CHISAGO CITY**		**65.00**	**1** Transactions			
50143	**EMERGENCY AUTOMOTIVE TECHNOLOGIE**						
	01-201-000-0000-6562		1,600.11	SERVICE/SHERIFF U#621	JP01152540A	Repairs	N
	01-201-000-0000-6452		268.49	SERVICE/SHERIFF U#924	MP021825-50	Law Enforcement Supplies	N
50143	**EMERGENCY AUTOMOTIVE TECHNOLOGIE**		**1,868.60**	**2** Transactions			
60108	**FIELD TRAINING SOLUTIONS**						
	01-201-000-0000-6299		295.00	REG FEE-J ARCAND/SHERIFF	10090	Schooling And Training	N
60108	**FIELD TRAINING SOLUTIONS**		**295.00**	**1** Transactions			
60138	**FOREMOST PROMOTIONS**						
	01-201-000-0000-6855		759.19	SUPPLIES/SHERIFF	733984	Crime Prevention	N
60138	**FOREMOST PROMOTIONS**		**759.19**	**1** Transactions			
60154	**FOREST LAKE PRINTING**						
	01-201-000-0000-6452		84.25	SUPPLIES/SHERIFF	21949	Law Enforcement Supplies	N
60154	**FOREST LAKE PRINTING**		**84.25**	**1** Transactions			
13210	**MHSRC RANGE**						

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	01-201-000-0000-6299		525.00	REG FEE-R MARTIN/SHERIFF	33790011523	Schooling And Training	N
	01-201-000-0000-6299		525.00	REG FEE-T FARRAND/SHERIFF	33790011523	Schooling And Training	N
	01-201-000-0000-6299		525.00	REG FEE-T OLSON/SHERIFF	33790011523	Schooling And Training	N
	01-201-000-0000-6299		525.00	REG FEE-A EDWARDS/SHERIFF	33790011523	Schooling And Training	N
	01-201-000-0000-6299		525.00	REG FEE-K PUELSTON/SHERIFF	33790011523	Schooling And Training	N
	01-201-000-0000-6299		525.00	REG FEE-K JONES/SHERIFF	33790011523	Schooling And Training	N
13210	**MHSRC RANGE**		**3,150.00**	**6** Transactions			
81666	**MINNESOTA SHERIFF'S ASSOCIATION**						
	01-201-000-0000-6299		90.00	REG FEE-D QUINLAN/SHERIFF	2355	Schooling And Training	N
	01-201-000-0000-6299		90.00	REG FEE-J ANDERSON/SHERIFF	2359	Schooling And Training	N
	01-201-000-0000-6299		90.00	REG FEE-D QUINLAN/SHERIFF	2361	Schooling And Training	N
81666	**MINNESOTA SHERIFF'S ASSOCIATION**		**270.00**	**3** Transactions			
5357	**MN BUREAU OF CRIMINAL APPREHENSIOI**						
	01-201-000-0000-6299		75.00	REG FEE-J HODGKINS/SHERIFF	39697	Schooling And Training	N
	01-201-000-0000-6299		25.00	REG FEE-Z JOHNSON/SHERIFF	39698	Schooling And Training	N
	01-201-000-0000-6299		75.00	REG FEE-K JONES/SHERIFF	39720	Schooling And Training	N
5357	**MN BUREAU OF CRIMINAL APPREHENSIOI**		**175.00**	**3** Transactions			
514001	**NORWOOD/ANDREW**						
	01-201-000-0000-6330		98.70	MILEAGE/TRNG/DISPATCH 01/29/2025 01/31/2025		Mileage	N
514001	**NORWOOD/ANDREW**		**98.70**	**1** Transactions			
7832	**SHRED-N-GO INC**						
	01-201-000-0000-6273		123.93	SERVICE-SHERIFF	179071	Contracted Purchased Service	N
7832	**SHRED-N-GO INC**		**123.93**	**1** Transactions			
19371	**STORM TRAINING GROUP**						
	01-201-000-0000-6299		699.00	REG FEE-B YEHLE/SHERIFF	9635D9460001	Schooling And Training	Y
	01-201-000-0000-6299		699.00	REG FEE-J HODGKINS/SHERIFF	9F4561C20003	Schooling And Training	Y
	01-201-000-0000-6299		699.00	REG FEE-M BECKMAN/SHERIFF	A011DC5B0001	Schooling And Training	Y
19371	**STORM TRAINING GROUP**		**2,097.00**	**3** Transactions			
19031	**STREICHER'S**						
	01-201-000-0000-6452		51.00	SUPPLIES-A MAHOWALD/SHERIFF	1745771	Law Enforcement Supplies	N
19031	**STREICHER'S**		**51.00**	**1** Transactions			

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20553	**TOM CADLEC CHEVROLET**						
	01-201-000-0000-6562		73.20	KEYS/SHERIFF	100828	Repairs	N
20553	**TOM CADLEC CHEVROLET**		**73.20**	**1** Transactions			
20384	**TRUE NORTH PSYCHOLOGY & CONSULTIN**						
	01-201-000-0000-6889		760.00	SERVICE/SHERIFF	1144	Wellness	6
20384	**TRUE NORTH PSYCHOLOGY & CONSULTIN**		**760.00**	**1** Transactions			
201	**DEPT Total:**		**11,178.26**	**Sheriff**	**17 Vendors**	**29 Transactions**	
207	DEPT			Sheriff's Reserve			
19031	**STREICHER'S**						
	01-207-000-0000-6802		584.99	SUPPLIES/SHERIFF RESERVES	1746723	Miscellaneous Expenses	N
	01-207-000-0000-6802		92.00	SUPPLIES/SHERIFF RESERVES	1746784	Miscellaneous Expenses	N
19031	**STREICHER'S**		**676.99**	**2** Transactions			
207	**DEPT Total:**		**676.99**	**Sheriff's Reserve**	**1 Vendors**	**2 Transactions**	
212	DEPT			Project Lifesaver			
16159	**PROJECT LIFESAVER INTERNATIONAL**						
	01-212-000-0000-6802		1,489.36	SUPPLIES/SHERIFF	250024857	Miscellaneous Expenses	N
16159	**PROJECT LIFESAVER INTERNATIONAL**		**1,489.36**	**1** Transactions			
212	**DEPT Total:**		**1,489.36**	**Project Lifesaver**	**1 Vendors**	**1 Transactions**	
220	DEPT			PUBLIC SAFETY GRANTS			
10292	**AMAZON CAPITAL SERVICES**						
	01-220-102-0000-6802		495.33	SUPPLIES/SHERIFF SNWMBL	11YLJXRWK67R	Miscellaneous Expenses	N
10292	**AMAZON CAPITAL SERVICES**		**495.33**	**1** Transactions			
80155	**HALLBERG MARINE**						
	01-220-101-0000-6802		11,145.00	YAMAHA VF90 LASHO MAX/WTR PTRL	1001248	Miscellaneous Expenses	N
80155	**HALLBERG MARINE**		**11,145.00**	**1** Transactions			
220	**DEPT Total:**		**11,640.33**	**PUBLIC SAFETY GRANTS**	**2 Vendors**	**2 Transactions**	
251	DEPT			County Jail			
10292	**AMAZON CAPITAL SERVICES**						

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	01-251-000-0000-6352		15.95	SUPPLIES/JAIL	1DJDHPVT9PWN	Board In County	N
	01-251-000-0000-6400		91.48	SUPPLIES/JAIL	1DJDHPVT9PWN	Office Supplies	N
	01-251-000-0000-6413		188.49	SUPPLIES/JAIL	1PPNKCMXJTVK	Custodial Supplies	N
10292	**AMAZON CAPITAL SERVICES**		**295.92**	**3** Transactions			
10501	**DELL MARKETING LP**						
	01-251-000-0000-6400		2,829.10	2-PRECISION 3460 SFF BASE/JAIL	10798976188	Office Supplies	Y
	01-251-000-0000-6400		2,895.64	2-DELL LATITUDE 5550 XCTO BASE	10799252708	Office Supplies	Y
10501	**DELL MARKETING LP**		**5,724.74**	**2** Transactions			
60089	**FBI-LEEDA**						
	01-251-000-0000-6299		795.00	SLI TRNG/ A CINELLI/ JAIL	200121414	Schooling And Training	N
60089	**FBI-LEEDA**		**795.00**	**1** Transactions			
16014	**QUILL LLC**						
	01-251-000-0000-6413		444.02	SUPPLIES/JAIL	42443008	Custodial Supplies	N
16014	**QUILL LLC**		**444.02**	**1** Transactions			
19426	**SUMMIT FOOD SERVICE LLC**						
	01-251-000-0000-6415		22,945.31	JAN25 INMATE FOOD SERVICE	2000234374	Food And Beverages	N
19426	**SUMMIT FOOD SERVICE LLC**		**22,945.31**	**1** Transactions			
26002	**ZOLL MEDICAL CORPORATION**						
	01-251-000-0000-6431		1,115.00	SUPPLIES/JAIL	4144144	Medical Services Prisoners	N
26002	**ZOLL MEDICAL CORPORATION**		**1,115.00**	**1** Transactions			
251	**DEPT Total:**		**31,319.99**	**County Jail**	**6 Vendors**	**9 Transactions**	
255	DEPT			Probation And Parole			
16158	**PREMIER BIOTECH LABS LLC**						
	01-255-000-0000-6802		44.90	SUPPLIES/PROBATION	L3361928	Miscellaneous Expenses	Y
16158	**PREMIER BIOTECH LABS LLC**		**44.90**	**1** Transactions			
16133	**PREMIER BIOTECH LLC**						
	01-255-000-0000-6802		588.71	SUPPLIES/PROBATION	2311993	Miscellaneous Expenses	Y
16133	**PREMIER BIOTECH LLC**		**588.71**	**1** Transactions			

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255	**DEPT Total:**		**633.61**	**Probation And Parole**	**2 Vendors**	**2 Transactions**	
281	DEPT			Emergency Management			
10292	**AMAZON CAPITAL SERVICES**						
	01-281-000-0000-6802		9.99	SUPPLIES/EMER MGMT	17WRGVTL76J7	Miscellaneous Expenses	N
10292	**AMAZON CAPITAL SERVICES**		**9.99**	**1** Transactions			
30282	**CDW GOVERNMENT LLC**						
	01-281-000-0000-6802		102.13	SUPPLIES/EMERG MGMT	AC86B4K	Miscellaneous Expenses	N
30282	**CDW GOVERNMENT LLC**		**102.13**	**1** Transactions			
281	**DEPT Total:**		**112.12**	**Emergency Management**	**2 Vendors**	**2 Transactions**	
523	DEPT			Parks			
10292	**AMAZON CAPITAL SERVICES**						
	01-523-000-0000-6400		35.61	SUPPLIES/PARKS	167JNX1FJN3X	Office Supplies	N
	01-523-000-0000-6601		178.87	SUPPLIES/PARKS	167JNX1FJN3X	Furniture And Equipment	N
10292	**AMAZON CAPITAL SERVICES**		**214.48**	**2** Transactions			
80069	**HOME DEPOT CREDIT SERVICES**						
	01-523-000-0000-6303		2,799.00	KOHLER/RIDING LAW TRACTOR/PARK	130929	Machinery And Equipment	N
80069	**HOME DEPOT CREDIT SERVICES**		**2,799.00**	**1** Transactions			
11082	**KIRBY BUILT PRODUCTS INC**						
	01-523-000-0000-6560		195.70	SUPPLIES/PARKS	KSA6663	Repairs And Maintenance Supplies	N
	01-523-000-0000-6560		256.52	SUPPLIES/PARKS	KSA6693	Repairs And Maintenance Supplies	N
11082	**KIRBY BUILT PRODUCTS INC**		**452.22**	**2** Transactions			
12041	**LAKES GAS CO**						
	01-523-000-0000-6341		770.17	PROPANE/CKRBRD PARK	3853479	Rental And Service Agreements	N
12041	**LAKES GAS CO**		**770.17**	**1** Transactions			
13361	**MN DEPT OF AGRICULTURE**						
	01-523-000-0000-6245		5.00	PESTICIDE LICENSE/J MCDOWELL		Conferences, Training And Dues	N
13361	**MN DEPT OF AGRICULTURE**		**5.00**	**1** Transactions			
13066	**MN DEPT OF NATURAL RESOURCES**						
	01-523-000-0000-6211		35.00	AQUATIC MGMT PERMIT RENEWAL	20201176	Services And Charges	N

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13066	**MN DEPT OF NATURAL RESOURCES**		**35.00**	**1** Transactions			
56381	**PRISM DESIGN AND EMBROIDERY**						
	01-523-000-0000-6307		633.50	UNIFORM SHIRTS/PARKS	15833	Grounds Maintenance	Y
	01-523-000-0000-6307		572.00	UNIFORM SHIRTS/PARKS	15858	Grounds Maintenance	Y
56381	**PRISM DESIGN AND EMBROIDERY**		**1,205.50**	**2** Transactions			
21054	**ULINE**						
	01-523-000-0000-6307		781.71	SUPPLIES/MICS	188727758	Grounds Maintenance	N
21054	**ULINE**		**781.71**	**1** Transactions			
23148	**WEBSTAURANTSTORE**						
	01-523-000-0000-6307		4,516.02	KICHISAGA CONCESS EQUIP/PARKS	108012833	Grounds Maintenance	Y
23148	**WEBSTAURANTSTORE**		**4,516.02**	**1** Transactions			
523	**DEPT Total:**		**10,779.10**	**Parks**	**9 Vendors**	**12 Transactions**	
603	DEPT			County Extension Service			
14134	**NOORDERGRAAF/JESKE**						
	01-603-000-0000-6111		65.00	PER DIEM/EXTENSION COMM	02132025	Per Diem In Lieu Of Salaries	Y
	01-603-000-0000-6330		11.34	MILEAGE/EXTENSION	02132025	Mileage	N
14134	**NOORDERGRAAF/JESKE**		**76.34**	**2** Transactions			
24095	**YEAGER/CHARLES P**						
	01-603-000-0000-6111		65.00	PER DIEM/EXTENSION COMM	02132025	Per Diem In Lieu Of Salaries	Y
	01-603-000-0000-6330		20.16	MILEAGE/EXTENSION	02132025	Mileage	N
24095	**YEAGER/CHARLES P**		**85.16**	**2** Transactions			
603	**DEPT Total:**		**161.50**	**County Extension Service**	**2 Vendors**	**4 Transactions**	
611	DEPT			Water Quality Grant			
11224	**KERN/DAVID M**						
	01-611-000-0000-6111		65.00	PER DIEM/WATER PLAN MTG	02102025	Per Diem In Lieu Of Salaries	Y
	01-611-000-0000-6330		43.96	MILEAGE/WATER PLAN MTG	02102025	Mileage	N
11224	**KERN/DAVID M**		**108.96**	**2** Transactions			
11215	**KLATT/ROBERT**						
	01-611-000-0000-6111		65.00	PER DIEM/WATER PLAN MTG	02102025	Per Diem In Lieu Of Salaries	Y

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	01-611-000-0000-6330		5.18	MILEAGE/WATER PLAN MTG	02102025	Mileage	N
11215	**KLATT/ROBERT**		**70.18**	**2** Transactions			
13281	**MERGENS/MIKE**						
	01-611-000-0000-6111		65.00	PER DIEM/IPC WATERSHED	01272025	Per Diem In Lieu Of Salaries	Y
13281	**MERGENS/MIKE**		**65.00**	**1** Transactions			
19255	**SCHUMACHER/GARY**						
	01-611-000-0000-6111		65.00	PER DIEM/WTRSHED MGMT	011272025	Per Diem In Lieu Of Salaries	Y
19255	**SCHUMACHER/GARY**		**65.00**	**1** Transactions			
23250	**WHITE/DAWN**						
	01-611-000-0000-6111		65.00	PER DIEM/WTRSHED MGMT	02102025	Per Diem In Lieu Of Salaries	Y
23250	**WHITE/DAWN**		**65.00**	**1** Transactions			
611	**DEPT Total:**		**374.14**	**Water Quality Grant**	**5 Vendors**	**7 Transactions**	
619	DEPT			Watercraft Inspection			
30091	**CITY OF CHISAGO CITY**						
	01-619-000-0000-6881		65.00	BOOTH FEE/WTR RESOURES	KI CHI SAGA DAYS	Education	N
30091	**CITY OF CHISAGO CITY**		**65.00**	**1** Transactions			
619	**DEPT Total:**		**65.00**	**Watercraft Inspection**	**1 Vendors**	**1 Transactions**	
1	**Fund Total:**		**321,990.52**	**General Revenue Fund**		**212 Transactions**	

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
105	DEPT				Surveyor			
	30177	**CINTAS CORPORATION**						
		03-105-000-0000-6501		9.19	surveyor pants	4220690714	Engineering And Surveying Supplies	N
		03-105-000-0000-6501		9.19	surveyor pants	4221431245	Engineering And Surveying Supplies	N
	30177	**CINTAS CORPORATION**		**18.38**	**2** Transactions			
105	**DEPT Total:**			**18.38**	**Surveyor**	**1 Vendors**	**2 Transactions**	
310	DEPT				Highway Administration			
	20761	**TRIPLETT/JOE**						
		03-310-000-0000-6330		58.80	ST Paul transportation/ 84 mil	01.13.2025	Mileage	N
	20761	**TRIPLETT/JOE**		**58.80**	**1** Transactions			
310	**DEPT Total:**			**58.80**	**Highway Administration**	**1 Vendors**	**1 Transactions**	
320	DEPT				Highway Engineering			
	30177	**CINTAS CORPORATION**						
		03-320-000-0000-6501		22.66	engineer pants	4220690714	Engineering And Surveying Supplies	N
		03-320-000-0000-6501		22.66	engineer pants	4221431245	Engineering And Surveying Supplies	N
	30177	**CINTAS CORPORATION**		**45.32**	**2** Transactions			
	19073	**SEH - SHORT ELLIOTT HENDRICKSON INC**						
		03-320-000-0000-6273		2,921.70	CSAH 10 wetlands	482027	Contracted Purchased Service	N
	19073	**SEH - SHORT ELLIOTT HENDRICKSON INC**		**2,921.70**	**1** Transactions			
320	**DEPT Total:**			**2,967.02**	**Highway Engineering**	**2 Vendors**	**3 Transactions**	
330	DEPT				Highway Maintenance			
	10292	**AMAZON CAPITAL SERVICES**						
		03-330-000-0000-6560		99.90	charging cable	1D31FC3LCJRM	Repairs And Maintenance Supplies	N
	10292	**AMAZON CAPITAL SERVICES**		**99.90**	**1** Transactions			
	30262	**CATERPILLAR FINANCIAL SERVICES CORP**						
		03-330-000-0000-6343		3,138.80	Lease to own U-384	36561761	Machinery And Equipment Rental	N
	30262	**CATERPILLAR FINANCIAL SERVICES CORP**		**3,138.80**	**1** Transactions			
	30177	**CINTAS CORPORATION**						
		03-330-000-0000-6560		91.91	maintenance pants	4220690714	Repairs And Maintenance Supplies	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	03-330-000-0000-6560		90.85	maintenance pants	4220755152	Repairs And Maintenance Supplies	N
	03-330-000-0000-6560		91.91	maintenance pants	4221431245	Repairs And Maintenance Supplies	N
	03-330-000-0000-6560		90.85	maintenance pants	4221482509	Repairs And Maintenance Supplies	N
30177	**CINTAS CORPORATION**		**365.52**	**4** Transactions			
30245	**COMPASS MINERALS AMERICA INC**						
	03-330-000-0000-6506		4,708.16	56.19T winter salt	1455483	Road Salt	N
	03-330-000-0000-6506		12,756.19	152.24T winter salt	1456729	Road Salt	N
30245	**COMPASS MINERALS AMERICA INC**		**17,464.35**	**2** Transactions			
60127	**FIREHOSEDIRECT**						
	03-330-000-0000-6506		46.94	2" male camlock	S190555	Road Salt	N
60127	**FIREHOSEDIRECT**		**46.94**	**1** Transactions			
13044	**MAIN STREET HARDWARE**						
	03-330-000-0000-6560		3.99	3" numbers	158648	Repairs And Maintenance Supplies	N
13044	**MAIN STREET HARDWARE**		**3.99**	**1** Transactions			
16143	**POLK COUNTY MN HIGHWAY DEPARTMEN**						
	03-330-000-0000-6273		3,528.00	clear path weather 01.01.25-12	01-8-25	Contracted Purchased Service	N
16143	**POLK COUNTY MN HIGHWAY DEPARTMEN**		**3,528.00**	**1** Transactions			
330	**DEPT Total:**		**24,647.50**	**Highway Maintenance**	**7 Vendors**	**11 Transactions**	
340	DEPT			Equipment Maintenance/Shop			
20302	**A-1 TIRE SERVICE INC**						
	03-340-000-0000-6562		796.16	samson traker plus	104329	Repairs	N
20302	**A-1 TIRE SERVICE INC**		**796.16**	**1** Transactions			
20374	**BEAUDRY OIL & SERVICE INC**						
	03-340-000-0000-6561		11,327.27	CC unleaded	1122497	Gas And Oil	N
	03-340-000-0000-6561		7,661.57	CC diesel	1122497	Gas And Oil	N
	03-340-000-0000-6561		6,016.23	Harris unleaded	1122718	Gas And Oil	N
	03-340-000-0000-6561		10,458.63	Harris diesel	1122718	Gas And Oil	N
20374	**BEAUDRY OIL & SERVICE INC**		**35,463.70**	**4** Transactions			
30177	**CINTAS CORPORATION**						
	03-340-000-0000-6341		111.53	Center City pants	4220690714	Rental And Service Agreements	N
	03-340-000-0000-6341		43.00	Harris pants	4220755152	Rental And Service Agreements	N

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	03-340-000-0000-6341		89.74	Center City pants	4221431245	Rental And Service Agreements	N
	03-340-000-0000-6341		43.00	Harris pants	4221482509	Rental And Service Agreements	N
30177	**CINTAS CORPORATION**		**287.27**	**4** Transactions			
50143	**EMERGENCY AUTOMOTIVE TECHNOLOGIE**						
	03-340-000-0000-6562		38.73	sheriffs/ tint strips	MP012925-58	Repairs	N
50143	**EMERGENCY AUTOMOTIVE TECHNOLOGIE**		**38.73**	**1** Transactions			
60014	**FEDERATED CO-OPS INC**						
	03-340-000-0000-6561		28.99	propane	1485696	Gas And Oil	N
60014	**FEDERATED CO-OPS INC**		**28.99**	**1** Transactions			
23116	**GRAINGER INC**						
	03-340-000-0000-6507		114.30	shelf brackets	9401251401	Shop Supplies	N
	03-340-000-0000-6507		325.14	multi tool kit	9405459653	Shop Supplies	N
23116	**GRAINGER INC**		**439.44**	**2** Transactions			
80146	**HOTSY MINNESOTA**						
	03-340-000-0000-6507		180.13	foamer head/outside metro char	24298	Shop Supplies	N
	03-340-000-0000-6507		1,303.67	bulk truck was/u-seal	24313	Shop Supplies	N
80146	**HOTSY MINNESOTA**		**1,483.80**	**2** Transactions			
40916	**KIMBALL MIDWEST**						
	03-340-000-0000-6507		1,860.33	terminals/couplers/blasters	103056977	Shop Supplies	N
	03-340-000-0000-6507		406.75	grease/drill bits	103057863	Shop Supplies	N
40916	**KIMBALL MIDWEST**		**2,267.08**	**2** Transactions			
11129	**KWIK TRIP INC**						
	03-340-000-0000-6561		79.55	unleaded	61818-7	Gas And Oil	N
11129	**KWIK TRIP INC**		**79.55**	**1** Transactions			
14032	**NABPCO OF LINDSTROM**						
	03-340-000-0000-6562		74.76	cabin filter	823053	Repairs	N
	03-340-000-0000-6562		348.28	sheriffs/ battery	823217	Repairs	N
	03-340-000-0000-6562		49.98	clevis-straight	823253	Repairs	N
	03-340-000-0000-6562		8.36	sheriffs/ switch	823437	Repairs	N
	03-340-000-0000-6507		25.58	2.5 DEF	824009	Shop Supplies	N
	03-340-000-0000-6562		3.55	sheriffs/ spark plug	824018	Repairs	N

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14032	**NABPCO OF LINDSTROM**		**510.51**	**6** Transactions			
20950	**NUSS TRUCK & EQUIPMENT**						
	03-340-000-0000-6562		144.51	wiper motor	PSO178073-1	Repairs	N
	03-340-000-0000-6562		521.80	wiper blades/fuel filter/beari	PSO178112-1	Repairs	N
	03-340-000-0000-6562		109.29	fuel filters	PSO178112-2	Repairs	N
	03-340-000-0000-6562		100.83	wiper blades	PSO178112-3	Repairs	N
	03-340-000-0000-6562		63.16	trans cooler	PSO179046-1	Repairs	N
	03-340-000-0000-6562		12.76	fuel nipple	PSO179443-1	Repairs	N
	03-340-000-0000-6562		432.06	floor mats	PSO181396-1	Repairs	N
	03-340-000-0000-6562		811.10	wiring harness	SWI044652-3	Repairs	N
20950	**NUSS TRUCK & EQUIPMENT**		**2,195.51**	**8** Transactions			
15080	**OXYGEN SERVICE COMPANY**						
	03-340-000-0000-6507		220.35	cylinder rental	8808044	Shop Supplies	N
15080	**OXYGEN SERVICE COMPANY**		**220.35**	**1** Transactions			
16154	**PRECISE MOBILE RESOURCE MANAGEME**						
	03-340-000-0000-6341		529.00	on vehicle locate Jan- 2025	IN2002003765	Rental And Service Agreements	N
16154	**PRECISE MOBILE RESOURCE MANAGEME**		**529.00**	**1** Transactions			
18130	**RUSSELL'S AUTOMOTIVE LLC**						
	03-340-000-0000-6562		882.10	plow controller/ module	39327	Repairs	N
18130	**RUSSELL'S AUTOMOTIVE LLC**		**882.10**	**1** Transactions			
20502	**TOOL MAN MIKE LLC**						
	03-340-000-0000-6507		193.83	2pc. panel removal set	26608	Shop Supplies	Y
	03-340-000-0000-6507		15.85	inspection mirror	26609	Shop Supplies	Y
20502	**TOOL MAN MIKE LLC**		**209.68**	**2** Transactions			
20394	**TOWMASTER**						
	03-340-000-0000-6562		4,112.00	on spot installed	475288	Repairs	N
20394	**TOWMASTER**		**4,112.00**	**1** Transactions			
340	**DEPT Total:**		**49,543.87**	**Equipment Maintenance/Shop**	**16 Vendors**	**38 Transactions**	
345	DEPT			Traffic Operations			
30177	**CINTAS CORPORATION**						
	03-345-000-0000-6507		24.30	sign shop pants	4220690714	Shop Supplies	N

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	03-345-000-0000-6507		24.30	sign shop pants	4221431245	Shop Supplies	N
30177	**CINTAS CORPORATION**		**48.60**	**2** Transactions			
14166	**NEWMAN SIGNS**						
	03-345-000-0000-6504		2,608.80	24x30 speed limit	TRFINV059164	Traffic Signs	N
	03-345-000-0000-6504		2,172.45	36x36 stop signs	TRFINV059164	Traffic Signs	N
	03-345-000-0000-6504		62.17	36x36 bicycle/pedestrian	TRFINV059164	Traffic Signs	N
	03-345-000-0000-6504		6,640.00	24x30 chevrons	TRFINV059164	Traffic Signs	N
	03-345-000-0000-6507		1,925.00	decals	TRFINV059164	Shop Supplies	N
14166	**NEWMAN SIGNS**		**13,408.42**	**5** Transactions			
345	**DEPT Total:**		**13,457.02**	**Traffic Operations**	**2 Vendors**	**7 Transactions**	
3	**Fund Total:**		**90,692.59**	**Road And Bridge Fund**		**62 Transactions**	

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61	DEPT				Data Processing			
	10501	**DELL MARKETING LP**						
		12-061-000-0000-6601		9,530.96	ENTS-0420 SMALL EQUIP SHERIFF	10799658590	Furniture And Equipment	Y
		12-061-000-0000-6601		18,389.15	ENTS-0420 SMALL EQUIP SHERIFF	10799804565	Furniture And Equipment	Y
		12-061-000-0000-6601		11,316.40	ENTS-0420 SMALL EQUIP HHS	10799809242	Furniture And Equipment	Y
		12-061-000-0000-6601		23,827.40	ENTS-0420 SMALL EQUIP HHS	10800473442	Furniture And Equipment	Y
	10501	**DELL MARKETING LP**		**63,063.91**	**4** Transactions			
	20323	**TWIN CITY HARDWARE**						
		12-061-000-0000-6601		1,790.69	MNT-0191 CJIS COMPLIANCE	2315570	Furniture And Equipment	N
	20323	**TWIN CITY HARDWARE**		**1,790.69**	**1** Transactions			
61	**DEPT Total:**			**64,854.60**	**Data Processing**	**2 Vendors**	**5 Transactions**	
111	DEPT				Maintenance			
	30282	**CDW GOVERNMENT LLC**						
		12-111-500-0000-6601		133,586.67	MNT-0187 LIEBERT UNITS	AC8L31D	Furniture And Equipment	N
		12-111-500-0000-6601		105,108.00	MNT-0187 LIEBERT UNITS INSTALL	CH2523433	Furniture And Equipment	N
	30282	**CDW GOVERNMENT LLC**		**238,694.67**	**2** Transactions			
	50128	**ECSI SYSTEM INTEGRATORS**						
		12-111-500-0000-6601		1,815.54	HHS-0196 REMODEL	24101374	Furniture And Equipment	N
		12-111-500-0000-6601		7,492.35	MNT-0191 CABLE	25010960	Furniture And Equipment	N
		12-111-500-0000-6601		1,076.89	MNT-0191 SHERIFF CABLE	25010960A	Furniture And Equipment	N
	50128	**ECSI SYSTEM INTEGRATORS**		**10,384.78**	**3** Transactions			
	1522	**ELECTRO WATCHMAN INC**						
		12-111-500-0000-6601		7,745.94	MNT-0191 REPLACE ALARM SYSTEM	436635	Furniture And Equipment	N
	1522	**ELECTRO WATCHMAN INC**		**7,745.94**	**1** Transactions			
	70050	**GREGORY CONTRACTING INC**						
		12-111-500-0000-6601		3,147.00	HHS-0195 INTVW ROOMS	10713	Furniture And Equipment	N
	70050	**GREGORY CONTRACTING INC**		**3,147.00**	**1** Transactions			
111	**DEPT Total:**			**259,972.39**	**Maintenance**	**4 Vendors**	**7 Transactions**	
201	DEPT				Sheriff			
	50143	**EMERGENCY AUTOMOTIVE TECHNOLOGIE**						

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	12-201-000-0000-6601		299.25	CCSO-0141 UPFI U825	JP01162546C	Furniture And Equipment	N
	12-201-000-0000-6601		309.06	CCSO-0141 UPFIT U825	JP01162546D	Furniture And Equipment	N
	12-201-000-0000-6601		188.70	CCSO-0141 UPFIT U925	JP01162547C	Furniture And Equipment	N
	12-201-000-0000-6601		174.42	CCSO-0141 UPFIT U1025	JP01162548C	Furniture And Equipment	N
	12-201-000-0000-6601		241.39	CCSO-0141 UPFIT MIC CLIPS	MP02112552	Furniture And Equipment	N
	12-201-000-0000-6601		350.63	CCSO-0141 UPFI U825/U925/U1025	MP02142550	Furniture And Equipment	N
	12-201-000-0000-6601		1,301.25	CCSO-0141 SYNC MODULE U125-625	MP02142551	Furniture And Equipment	N
	12-201-000-0725-6601		216.88	CCSO-0141 SYNC MODULE U725	MP02142551	Furniture And Equipment - Stacy Squad	N
	12-201-000-0000-6601		1,399.99	CCSO-0141 UPFI U125	OAK24162H	Furniture And Equipment	N
50143	**EMERGENCY AUTOMOTIVE TECHNOLOGIE**		**4,481.57**	**9** Transactions			
10439	**J&N TACTICAL**						
	12-201-000-0000-6601		975.00	CCSO-0450 AUCTION PROCEEDS		Furniture And Equipment	N
	12-201-000-0000-6601		23,600.00	CCS0-0450 DRACO	2500151	Furniture And Equipment	N
10439	**J&N TACTICAL**		**24,575.00**	**2** Transactions			
201	**DEPT Total:**		**29,056.57**	**Sheriff**	**2 Vendors**	**11 Transactions**	
523	DEPT			Parks			
17103	**QUICK ATTACH ATTACHMENTS LLC**						
	12-523-000-0000-6601		7,815.00	ENVS-0436 SUMMIT SNWBLWR	2200924	Furniture And Equipment	Y
	12-523-000-0000-6601		8,625.00	ENVS-0435 ROTARY BRUSH MOWER	2214210	Furniture And Equipment	Y
	12-523-000-0000-6601		4,825.00	ENVS-0437 ROCK HAUL GRAPPLE	223667	Furniture And Equipment	Y
17103	**QUICK ATTACH ATTACHMENTS LLC**		**21,265.00**	**3** Transactions			
523	**DEPT Total:**		**21,265.00**	**Parks**	**1 Vendors**	**3 Transactions**	
12	**Fund Total:**		**375,148.56**	**Capital Equipment Fund**		**26 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
390	DEPT			Score Grant Fund			
10162	**AAA APPLIANCE ELECTRONICS & METAL**						
	14-390-000-0000-6225		100.00	JAN25 APPL/TIRE RECYCLING		Tire And Applicance Recycling Expenses	Y
	14-390-000-0000-6229		50.00	JAN25 ELECTRONIC RECYCLING		Electronics Recycling	Y
	14-390-000-0000-6815		55.00	JAN25 MATTRESS RECYCLING		Mattress Recycling Expenses	Y
10162	**AAA APPLIANCE ELECTRONICS & METAL**		**205.00**	**3** Transactions			
10071	**ASSOCIATION OF MN COUNTIES**						
	14-390-000-0000-6245		300.00	2025 SWAA DUES	766625	Conferences, Dues And Training	N
10071	**ASSOCIATION OF MN COUNTIES**		**300.00**	**1** Transactions			
30227	**CHISAGO LAKES SANITATION**						
	14-390-000-0000-6812		825.68	JAN25 RECYCLING SUBSIDY		Hauler Recycling Subsidy	N
30227	**CHISAGO LAKES SANITATION**		**825.68**	**1** Transactions			
12187	**LEPAGE & SONS INC**						
	14-390-000-0000-6802		275.00	SERVICE/HHW FACILITY	272561	Miscellaneous Expenses	N
	14-390-000-0000-6802		275.00	SERVICE/HHW FACILITY	275060	Miscellaneous Expenses	N
12187	**LEPAGE & SONS INC**		**550.00**	**2** Transactions			
16179	**PETE'S RUBBISH HAULING LLC**						
	14-390-000-0000-6812		142.51	JAN25 RECYCLING SUBSIDY		Hauler Recycling Subsidy	N
16179	**PETE'S RUBBISH HAULING LLC**		**142.51**	**1** Transactions			
18165	**RECYCLING FOR WILDLIFE**						
	14-390-000-0000-6225		30.00	JAN25 TIRE/APPL RECYCLING		Tire And Applicance Recycling Expenses	Y
	14-390-000-0000-6229		36.00	JAN25 ELECTRONIC RECYCLING		Electronics Recycling	Y
18165	**RECYCLING FOR WILDLIFE**		**66.00**	**2** Transactions			
18196	**ROUTEWARE INC**						
	14-390-000-0000-6273		3,303.48	2025 WASTEWIZARD SUPPORT	100007	Contracted Purchased Service	N
18196	**ROUTEWARE INC**		**3,303.48**	**1** Transactions			
7176	**RUSH PRINTING INC**						
	14-390-000-0000-6802		602.39	SUPPLIES/HHW	22346	Miscellaneous Expenses	N
7176	**RUSH PRINTING INC**		**602.39**	**1** Transactions			
19175	**SRC INC**						
	14-390-000-0000-6229		12.00	JAN25 ELECTRONIC RECYCLING		Electronics Recycling	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	19175	**SRC INC**		**12.00**	**1** Transactions			
390	**DEPT Total:**			**6,007.06**	**Score Grant Fund**	**9 Vendors**	**13 Transactions**	
392	DEPT				Hhw Operations			
	10292	**AMAZON CAPITAL SERVICES**						
		14-392-000-0000-6400		136.27	SUPPLIES/HHW FACILITY	1DYC7C991YRT	Office Supplies	N
	10292	**AMAZON CAPITAL SERVICES**		**136.27**	**1** Transactions			
	30069	**CHISAGO COUNTY PRESS**						
		14-392-000-0000-6243		432.00	ADVERTISING/SOLID WASTE	17160706	Advertising	N
	30069	**CHISAGO COUNTY PRESS**		**432.00**	**1** Transactions			
	3656	**FAIRVIEW HEALTH SERVICES**						
		14-392-000-0000-6273		432.00	SERVICE-P.D/HHW FACILITY	15008154636	Contracted Purchased Service	N
	3656	**FAIRVIEW HEALTH SERVICES**		**432.00**	**1** Transactions			
392	**DEPT Total:**			**1,000.27**	**Hhw Operations**	**3 Vendors**	**3 Transactions**	
14	**Fund Total:**			**7,007.33**	**Solid Waste Fund**		**16 Transactions**	

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
618	DEPT			Lake Improvement District Maintenance			
	18008 **RAPID PRESS**						
	18-618-000-0000-6802		128.00	SUPPLIES/LID	79207	Miscellaneous Expenses	N
	18-618-000-0000-6881		300.00	SUPPLIES/LID	79209	Education	N
	18008 RAPID PRESS		**428.00**	**2** Transactions			
	19255 **SCHUMACHER/GARY**						
	18-618-000-0000-6111		65.00	PER DIEM/LID BOARD	02032025	Per Diem In Lieu Of Salaries	Y
	19255 SCHUMACHER/GARY		**65.00**	**1** Transactions			
618	**DEPT Total:**		**493.00**	**Lake Improvement District Maintenance**	**2 Vendors**	**3 Transactions**	
18	**Fund Total:**		**493.00**	**Lake Imprvmnt Distr Maint**		**3 Transactions**	

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
880	DEPT				Unallocated			
	10292	**AMAZON CAPITAL SERVICES**						
		76-880-000-8004-6802		33.48	SUPPLIES/EMP RECOGNITION	1DC176M47VDQ	Misc Exp - Recognition Events	N
		76-880-000-8004-6802		430.34	SUPPLIES/EMP RECOGNITION	1LLFRKHFVH6H	Misc Exp - Recognition Events	N
	10292	**AMAZON CAPITAL SERVICES**		**463.82**	**2** Transactions			
	8929	**WEHRENBERG/COURTNEY**						
		76-880-000-0000-6802		33.62	EMP RECOG/D LIEMANDT/HHS		Miscellaneous Expenses	N
		76-880-000-0000-6802		66.38	EMP RECOG/D LIEMANDT/HHS		Miscellaneous Expenses	N
	8929	**WEHRENBERG/COURTNEY**		**100.00**	**2** Transactions			
880	**DEPT Total:**			**563.82**	**Unallocated**	**2 Vendors**	**4 Transactions**	
76	**Fund Total:**			**563.82**	**Employee Recognition Agency Fu**		**4 Transactions**	
	Final Total:			**795,895.82**	**169 Vendors**	**323 Transactions**		

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Recap by Fund	Fund	Amount	Name
	1	321,990.52	General Revenue Fund
	3	90,692.59	Road And Bridge Fund
	12	375,148.56	Capital Equipment Fund
	14	7,007.33	Solid Waste Fund
	18	493.00	Lake Imprvmnt Distr Maint
	76	563.82	Employee Recognition Agency Fu
	All Funds	795,895.82	Total

Approved by, ...

.....

.....

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*** Chisago County ***

ABBREVIATED WARRANT REGISTER
Auditor Warrants

Approved Pay Date 02/25/2025

Vendor #	Vendor Name	Amount	Warr #	
1737	EAST CENTRAL ENERGY	124.90	244838	
60115	FAE LSE6 LLC	4,123.91	244839	
13241	MIDCONTINENT COMMUNICATIONS	1,318.79	244840	
20286	T-MOBILE	256.08	244841	
	Total . . .	**5,823.68**	**4**	**Warrants**

Auditor Warrants

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TAB 9

Recognition of Years with the County
March

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Scott S.	Emergency Mgmt Dir.	32
Julie T.	Child Support Officer	26
Mathew C.	Engineering Tech Sr.	25
Nicole J.	Behavioral Health Case Manager	24
Angela K.	Behavioral Health Supervisor	24
Julie B.	Dep Aud/Tres. II	21
Josh M.	Telecommunicator	19
Daniel A.	Investigator	17
Kristin B.	Comm. Ctr Srgt.	17
Margaret M.	Telecommunicator	13
Derek A.	Captain	13
Amy L.	Aud/Tres Office Mgr.	12
Annette S.	Aging & Disabilities Supervisor	11
Aimee C.	Asst. Co. Attorney II	10
Krista C.	Sr. Social Worker	10
Molly G.	Sr. Social Worker	10
David C.	Equip. Operator Hwy	9

Teresa S.	Behavioral Health Social Worker	8
Lisa L.	Sr. Social Worker	8
Mark F.	Fiscal Oper. Div Mgr	7
Derek G.	Deputy Sheriff	6
Tamara F.	Financial Asst. Hwy	5
Bryan R.	Fleet Main Tech. Hwy	4
Jessica L.	Eligibility Worker	3
Mackenzie H.	Program Planner	2
Sara H.	Case Manager	2
Danielle Q.	CCSO Records Clerk	2
Emma D.	Eligibility Worker	1
Frank W.	Deputy Sheriff	1
Jennifer A.	CCSO Secretary	1
David H.	Asst. Co. Atty II	1
Audra K.	Social Worker	1
Sydney L.	Telecommunicator	1

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 10
Title of Item for Consideration: Application for Exempt Permit – Almelund Threshing Show	
Action Requested by: Bridgitte Konrad, County AUD-TRES	***Department:*** Auditor's Office
Previous Action on this Matter: None.	

Background: The current application is from the Almelund Threshing Co., so that the applicants can conduct a lawful raffle on August 10, 2025. The Almelund Threshing Co. is a non-profit organization.

Attachment(s):

- LG220 Application for Exempt Permit – Almelund Threshing Co.
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Almelund Threshing Co.'s application to Conduct a raffle at their event on August 10, 2025. The recommended motion is as follows:

"Move to approve the Almelund Threshing Co.'s resolution to conduct a raffle at their event on August 10, 2025."

Implications of Action: Approving tonight's action would allow the Almelund Threshing Co. to raise money for its non-profit organization and its activities.

Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.

Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay ____	Abstain ____

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Almelund Threshing Co.

Previous Gambling Permit Number: [redacted]

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any:

Mailing Address: 17760 St Croix Trail

City: Taylors Falls State: MN Zip: 55084 County: Chisago

Name of Chief Executive Officer (CEO): Tony Koran

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

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Almelund Threshing Show

Physical Address (do not use P.O. box): 17760 St Croix Trail, Taylors Falls MN

Check one:

☐ City: Zip: County:

☒ Township: Shafer Zip: 55084 County: Chisago

Date(s) of activity (for raffles, indicate the date of the drawing): 8-10-2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

Chisago County Board of Commissioners
March 5, 2025

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

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

Print Township Name: SHAFER

Signature of Township Officer: [signature]

Title: CHAIRMAN Date: 2-13-25

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: [signature] Date: 2/13/25
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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. 2/0305-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE ALMELUND THRESHING CO.

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Almelund Threshing Show located at 17760 St. Croix Trail, Taylors Falls, MN 55084.

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

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

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

Approved: March 5, 2025

_____
Dan Dahlberg
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 11
Title of Item for Consideration: Premises Permit Application – Goose Lake Association	
Action Requested by: Bridgitte Konrad, County AUD-TRES	***Department:*** Auditor's Office
Previous Action on this Matter: None.	

Background: The current application is from the Goose Lake Association, so that the applicants can conduct gambling at the Full Moon, located at 2425 Stark Road, Harris, MN 55032. The Goose Lake Association is a non-profit organization.

Attachment(s):

- LG214 Premises Permit Application – Goose Lake Association

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Goose Lake Association's application to conduct gambling at the Full Moon, located at 2425 Stark Road, Harris, MN 55032. The recommended motion is as follows:

"Move to approve the Goose Lake Association's application to conduct gambling at the Full Moon, located at 2425 Stark Road, Harris, MN 55032."

Implications of Action: Approving tonight's action would allow the Goose Lake Association to raise money for its non-profit organization and its activities at the Full Moon in Harris, MN.

Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay ____	Abstain ____

MINNESOTA LAWFUL GAMBLING

LG214 Premises Permit Application

Annual Fee $150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity.**
2. $150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Goose Lake Association
License Number: 93325

Chief Executive Officer (CEO) Spencer Richards
Daytime Phone: [redacted]

Gambling Manager: Miles Prasnicki
Daytime Phone: [redacted]

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Full Moon

List any previous names for this location:

Street address where premises is located: 2425 Stark Road Harris, MN. 55032
(Do not use a P.O. box number or mailing address.)

City:	OR Township:	County:	Zip Code:
	Fish Lake	Chisago	55032

Does your organization own the building where the gambling will be conducted?

☐ Yes ☒ No **If no,** attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☒ Yes ☐ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☐ Yes ☒ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Unity Bank
Bank Account Number: [redacted]

Bank Street Address: 1180 W. 4th St. City: Rush City State: **MN** Zip Code: 55032

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
46760 Beach Rd.	Harris	MN	55032
47626 Blue Heron Trail	Rush City	MN	55069
5947 Stark Road	Harris	MN	55032

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits

City Name: _____

Date Approved by City Council: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel:

_____

Title: _____ Date Signed: _____

Local unit of government must sign.

COUNTY APPROVAL for a gambling premises located in a township

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel:

_____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is non-refundable regardless of license approval/denial.

_____ 2/24/2025
Signature of Chief Executive Officer (designee may not sign) Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 12
Title of Item for Consideration: Acceptance of a Donation – Chisago County Sheriff's Foundation	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office

Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.

Background: The Chisago County Sheriff's Foundation has donated $1,000 to the Chisago County Sheriff's Office for the purchase of Breaching Shotguns.

Attachment(s):

- Resolution

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

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

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

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

Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county 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: 25/0305-XX
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

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

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

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

- **Chisago County Sheriff's Foundation $1,000 for CCSO Breaching Shotguns**

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: March 5, 2025

_____
Dan Dahlberg
Chair, Board of Commissioners

ATTEST:_____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 13
Title of Item for Consideration: 2025 Budget Adjustments and Permanent Transfer	
Action Requested by: Kristin Waddell, Finance Director	***Department:*** Finance
Previous Action on this Matter: None.	

Background:

1. Budget Adjustment request to record revenue ($9,660) and expenditures ($19,321) for the Safe and Secure Courthouse Grant (Courts) which requires a County match of $9,661. Board approved 8/21/24, with the match coming from the County Admin Fee.
2. Budget Adjustment request to carryover $5,300 budgeted in 2024 for the 2025 Truth in Taxation statements. Invoice was not received until 2025.
3. Budget Adjustment request to record revenue ($101,858) and expenditures ($101,858) for the Cannabis Substance Use Prevention Grant (HHS Public Health). The Board approved the grant on 12/18/24.
4. Budget Adjustment request to record revenue ($360,462) and expenditures ($324,281) for the Lab to Lakes Initiative funded by the Minnesota Aquatic Invasive Species Research Center (LID). The funding can also be used to off-set salaries for time spent on the objectives of the Initiative which are estimated to be $36,181. That savings will go directly back into the fund balance of the LID Fund.
5. Permanent Transfer Request for Solar Lease Revenue related to the LEC that was incorrectly booked to the General Fund instead of the Debt Service Fund. Total transfer for 2021 – 2024 receipts is $33,419.46.

Attachment(s):

- 2025 Budget Adjustment Request – Courts
- 2025 Budget Adjustment Request – Auditor-Treasurer Carryover
- 2025 Budget Adjustment Request – HHS
- 2025 Budget Adjustment Request – LID
- 2025 Permanent Transfer Request – General Fund to Debt Service Fund

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve. The suggested motion is as follows:

"Move to approve the attached 2025 Budget Adjustment requests for Courts, Auditor-Treasurer, HHS, and the LID; and the 2025 Permanent Transfer Request from the General Fund to the Debt Service Fund. "

Implications of Action: Our financial policies will be adhered to.

Budget/Financial Implications: The 2025 Budget will have an increase in Courts of $9,661, an increase in Auditor-Treasurer of $5,300, remain neutral in HHS, and a decrease in the LID of $36,481.

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay ____	Abstain ____

Budget Adjustment Request

2025

this form MUST be completed electronically

year

Department Name: District Court

Department Head: Kris Cunningham, Court Administrator

Requestor (if different): Kristin Waddell

Reason and description of the proposed change to the Budget:

At the August 21, 2024 Board meeting, the Board approved the Safe and Secure Courthouse Grant from the State of Minnesota. Total grant amount is $9,660 with a 100% County match, making total expenditures $19,321 to be used to improve the safety and security of the courthouse and other facilities where court proceedings are held. The Board directed the County match of $9,660 to come from the County Admin Fee received for the Administration of the ARPA program.

	Yes/No
Is this proposed budget change a net expenditure to the county?	Yes
If yes, can other expenditures be cut from this department to offset this net expenditure?	

Finance comments:

N/A

Reviewed by: Kristin Waddell **Date:** 2/25/2025

Account Description	Account # Fund	Dept	Program	Service	Object	Additional $ Amounts Revenue	Expenditure
State Grants	01	011	000	0000	5300	$9,660	
Contracted Purchased Service	01	011	000	0000	6273		($19,321)
page 2 subtotals							
					Total Revenue & (Expenditures)	$9,660	($19,321)
					Net Revenue/ (Expenditure) change vs. Current Budget		($9,661)

After the approvals have been received, the Finance department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Approvals	YES	NO	dd/mo/yr
County Administrator			**Date**
County Board			**Date**

Board Approval Stamp

Date Entered in IFS: _____

By: _____

Budget Adjustment Request

2025

this form MUST be completed electronically

year

Account #						Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure

Budget Adjustment Request 2025

this form MUST be completed electronically *year*

Department Name: Auditor-Treasurer

Department Head: Bridgitte Konrad

Requestor (if different): Kristin Waddell

Reason and description of the proposed change to the Budget:

To adjust the 2025 Budget for dedicated funds carried over from the 2024 budget. Truth in Taxation statement costs were budgeted in 2024, however invoice was not received until 2025.

	Yes/No
Is this proposed budget change a net expenditure to the county?	Yes
If yes, can other expenditures be cut from this department to offset this net expenditure?	

Finance comments:

N/A

Reviewed by: Kristin Waddell **Date:** 2/25/2025

Account #						Additional $ Amounts	
Account Description	**Fund**	**Dept**	**Program**	**Service**	**Object**	**Revenue**	**Expenditure**
AUDITOR/TREASURER - BUDGET CARRYOVE	01	041	000	0000	6898		($5,300)
Total Revenue & (Expenditures)						$0	($5,300)

Net Revenue/ (Expenditure) change vs. Current Budget ($5,300)

After the approvals have been received, the Finance department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Approvals	**YES**	**NO**	***dd/mo/yr***
County Administrator			**Date**
County Board			**Date**

Board Approval Stamp

Date Entered in IFS: _____

By: _____

Budget Adjustment Request

2025

this form MUST be completed electronically

year

Department Name: HHS

Department Head: Robert Benson

Requestor (if different): Kristin Waddell

Reason and description of the proposed change to the Budget:

At the December 18, 2024 County Board meeting, the Board approved a Cannabis and Substance Use Prevention Grant from the Minnesota Department of Health in the amount of $101,858. The grant was awarded and accepted after the 2025 Budget was adopted. Requesting a budget amendment for the revenue and expenditures related to this grant.

	Yes/No
Is this proposed budget change a net expenditure to the county?	No
If yes, can other expenditures be cut from this department to offset this net expenditure?	

Finance comments:

N/A

Reviewed by: N/A **Date:**

Account Description	Account # Fund	Dept	Program	Service	Object	Additional $ Amounts Revenue	Expenditure
Cannabis and Substance Use Prevention	05	451	480	0000	5380	$101,858	
Cannabis and Substance Use Prevention	05	451	480	0000	6839		($101,858)
page 2 subtotals							
					Total Revenue & (Expenditures)	$101,858	($101,858)

Net Revenue/ (Expenditure) change vs. Current Budget $0

After the approvals have been received, the Finance department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Approvals	YES	NO	dd/mo/yr
County Administrator			**Date**
County Board			**Date**

Board Approval Stamp

Date Entered in IFS:

By:

Budget Adjustment Request

2025

this form MUST be completed electronically

year

Account #						Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure

Budget Adjustment Request

2025

this form MUST be completed electronically — *year*

Department Name: Lake Improvement District

Department Head: Ben Elfelt

Requestor (if different): Kristin Waddell

Reason and description of the proposed change to the Budget:

At the September 18, 2024 Board meeting, the Board approved the LID's participation in the Lab to Lakes Iniative that focuses on common carp management. Participation in the program is funded by the Minnesota Aquatic Invasive Species Research Center (via the State of MN), by reimbursment for actual program costs and related LID staffing expenses (alread budgeted). Total 2025 program expenses of $360,462 are expected.

	Yes/No
Is this proposed budget change a net expenditure to the county?	No
If yes, can other expenditures be cut from this department to offset this net expenditure?	

Finance comments:

LID salary expenses are already included in the 2025 budget, no adjustment is necessary for those costs. The reimbursement from MAISRC for those expenditures will go to the LID fund balance (estimated at $36,180 for 2025). Amending the 2025 Budget for total revenue and program expenditures only.

Reviewed by: Kristin Waddell **Date:** 2/19/2025

Account Description	Account # Fund	Dept	Program	Service	Object	Additional $ Amounts Revenue	Expenditure
State Grants - Lab to Lakes	18	618	325	0000	5300	$360,462	
State Grant Expenses - Lab to lakes	18	618	325	0000	6454		($324,281)
page 2 subtotals							
Total Revenue & (Expenditures)						$360,462	($324,281)

Net Revenue/ (Expenditure) change vs. Current Budget $36,181

After the approvals have been received, the Finance department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Approvals	YES	NO	dd/mo/yr
County Administrator			**Date**
County Board			**Date**

Board Approval Stamp

Date Entered in IFS: _____

By: _____

Budget Adjustment Request

2025

this form MUST be completed electronically

year

Account #						Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure

2025 Permanent Transfer Requests

General Revenue

Fund From	Fund To	Reason	Amount
Revenue	Debt Service	Solar Lease Revenue incorrectly booked to the General Fund 2021: $10,685.63 2023: $11,226.58 2024: $11,507.25	$33,419.46

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 14
Title of Item for Consideration: Use of Compliance Funds for Aumentum/Tyler Conversion	
Action Requested by: Daryl Moeller, County Assessor	***Department:*** Assessor
Previous Action on this Matter: Board approved use of Compliance Funds for Tyler conversion in July, 2024	

Background: As part of the tax/CAMA conversion from Aumentum to Tyler, Chisago County is requesting professional services to transfer, restore, cleanse, and backup data. The Compliance Fund Expenditure Committee has agreed that these services should be paid from Compliance Funds as part of the conversion project. There will be at least 2-3 more transfers similar to the one referenced with this RBA.

Attachment(s):

- Letter of Authorization to Aumentum Technologies

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the acceptance of the Letter of Authorization to Aumentum Technologies to be paid from the Recorder's Compliance Fund and to approve in advance future transfers for the same project up to $10,000. The suggested motion is as follows:

"Move to approve the acceptance of the Letter of Authorization to Aumentum Technologies to be paid from the Recorder's Compliance Fund and to approve in advance future transfers for the same project up to $10,000."

Implications of Action: This will allow for the conversion project to move forward.

Budget/Financial Implications: Funds are to be taken from Compliance Fund and have no effect on the general fund

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay ____	Abstain ____

LETTER OF AUTHORIZATION

February 19, 2025

Bridgitte Konrad
Chisago County Auditor-Treasurer
313 N Main St. Room 271/274
Center City, MN 55012

Dear Bridgitte:

This Letter of Authorization ("LOA") will confirm Chisago County's request for the following professional services at the price(s) indicated. This LOA will be an addendum to existing Master Agreement No. MN2022.001 between MnCCC (the "Customer") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Quantity	Description	One-Time Fees
1	Export of Aumentum Database for Conversion to Tyler, to include data transfer, restoration, cleansing, backup.	$2,080.00
	Total Professional Services Fees	**$2,080.00**

Professional Services Fees will be invoiced upon contract signing and payable in accordance with Aumentum Technologies invoice(s) that shall be sent to the County. All invoices are due upon receipt of invoice.

- Email a scanned image of the signed LOA to Elizabeth.Strout@AumentumTech.com

Acceptance: Chisago County, MN	**Acceptance: Aumentum Technologies**
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:
Acceptance:	
BY:	
PRINTED NAME:	
TITLE:	
DATE:	

DELIVERABLE ACCEPTANCE STATEMENT ("DAS")

FOR LETTER OF AUTHORIZATION NO. MN2022.001-LOA201-CCMN

Purpose:

The purpose of this acceptance form is for the County to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in the LOA have been performed.

These services were completed on the following date: _____.

The County response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete.

Acceptance: Chisago County, MN	**Acceptance: Aumentum Technologies**
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:
Acceptance:	
BY:	
PRINTED NAME:	
TITLE:	
DATE:	

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 15
Title of Item for Consideration: Letter of Support for the Rush City Public Works Federal EDA Grant	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Administrator
Previous Action on this Matter: None.	

Background: Rush City currently does not have any vacant industrial sites for business development. The city owned property is 32 acres in size, located between the short line rail to the west and County Rd 30 to the east. The city's plan was to expand infrastructure in 2027, but a business is interested in expanding at this site in 2025/2026. The funding would assist the city bring infrastructure to the site and to assist the business expand in Rush City.

By the County Board sending a letter is supporting Rush City's application and requests that the Federal EDA consider funding the Rush City Industrial Park Infrastructure Project.

Attachment(s):

- DRAFT Letter of Support

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve sending a letter supporting Rush City's application and requests that the Federal EDA consider funding the Rush City Industrial Park Infrastructure Project. The suggested motion is as follows:

"Move to approve sending a letter supporting Rush City's application and requests that the Federal EDA consider funding the Rush City Industrial Park Infrastructure Project."

Implications of Action: By approving the letter, Chisago County will be sending a message to the federal EDA grant administrators legislators that Chisago County supports Rush City's request.

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 _CEB_	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay ____	Abstain ____

Chisago COUNTY USA

DISTRICT 1 – JIM SWENSON
DISTRICT 2 – RICK GREENE
DISTRICT 3 – MARLYS DUNNE
DISTRICT 4 – BEN MONTZKA
DISTRICT 5 – DAN DAHLBERG

March 5, 2025

Mr. Darrin Fleener
US Department of Commerce/EDA
230 South Dearborn Street – Suite 3280
Chicago, IL 60604-1512

RE: Letter of Support – Rush City Industrial Park Infrastructure Project

Dear Mr. Fleener

On behalf of the Chisago County Board of Commissioners, I am writing to express our support for Rush City's application for Federal EDA Public Works funding to assist with the infrastructure costs related to the expansion of their industrial park.

Rush City currently does not have any vacant industrial sites for business development. The city owned property is 32 acres in size, located between the short line rail to the west and County Rd 30 to the east. The city's plan was to expand infrastructure in 2027, but a business is interested in expanding at this site in 2025/2026. The funding would assist the city bring infrastructure to the site and to assist the business expand in Rush City. This business expansion, as with all business expansion, is extremely important to Chisago County and Rush City.

The Board of Commissioners fully supports this application and respectfully requests that the Federal EDA consider funding the Rush City Industrial Park Infrastructure Project. Should you have any questions regarding this project, please contact Amy Mell at 320.358.4743.

Thank you for your consideration of this request.

Sincerely,

Dan Dahlberg
Chair, Chisago County Board of Commissioners

Chisago County Board of Commissioners
March 5, 2025

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 16
Title of Item for Consideration: St. Croix River Education District GED Programming MOU	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None	

Background: The St. Croix River Education District (SCRED) has facilitated GED programming inside the Chisago County Jail for the past 6 years at no cost. Due to rising expenses associated with ongoing support of GED programming, SCRED has requested financial reimbursement to offset some of the programming costs.

Attachment(s):

- St. Croix River Education District – GED Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement between Chisago County and the St. Croix River Education District for GED Programming. The suggested motion is as follows:

"Move to approve the agreement between Chisago County and the St. Croix River Education District for GED Programming."

Implications of Action: Approval of this agreement will allow the Chisago County Jail to continue offering GED programming to incarcerated persons.

Budget/Financial Implications: Funding for this agreement will be taken from the Inmate Canteen proceeds account.

Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies. The County Attorney's Office has reviewed the draft agreement and approves as to form.

Administrator's Recommendation

Approve __CEB_	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay ____	Abstain ____

AGREEMENT BETWEEN ST. CROIX RIVER EDUCATION DISTRICT AND CHISAGO COUNTY FOR ADULT BASIC EDUCATION SERVICES AT THE CHISAGO COUNTY JAIL

This Agreement is an agreement between St. Croix River Education District (SCRED) an independent school district serving East Central Minnesota school districts, located at 425 S Dana Ave, Rush City, Minnesota 55069 (the "District"), and the County of Chisago, by and through the Chisago County Jail (the "County"), at 15230 Per Rd, Center City, MN 55012. Together, the District and the County may be referred to herein as "the Parties."

1. TERM

The term of the agreement shall be from July 1, 2025 through June 30, 2026. Parties will meet at least 60 days prior to the end of this agreement to negotiate a new agreement.

2. MISSION

The partnership on which the Parties are intending to collaborate has the following mission: to provide the inmates of Chisago County Jail with the educational opportunities to acquire a high school credential, in the hope they become more self-sufficient as productive workers, family members, and citizens in society. This mission will be accomplished by collaboratively designing and implementing a mutually agreed upon Adult Basic Education (ABE) Program within the facility.

3. PURPOSE AND SCOPE

The District and County intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by them, and which may be related to the partnership.

4. OBJECTIVES

The County and District shall work together to develop and establish policies and procedures that will promote and sustain an educational program to include the typical subjects and services allowed by an ABE Program in the state of Minnesota for Chisago County Jail and their offenders and intend to maintain a program that meets or exceeds industry standards.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Either Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein.

The following are the individual services or resources the County and the District are providing for the partnership:

The District shall render and provide the following services:

- Provide a licensed instructor for 50 weeks, 4 hours/ week (2 hours of instruction and 2 hours for preparation and/or GED testing events);
- Proctor the Test of Adult Basic Education (TABE) assessment and General Education Diploma (GED) subject tests;
- Provide instructional materials and technology for inmates to complete coursework and online

tests;

- Provide technology support for computer equipment;
- Instruction will not be provided on the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. Instruction to compensate for time or instruction missed due to scheduled instruction on designated Holidays or weekends will be negotiated.

The County shall render and provide the following resources:

- A location/space dedicated for use as an ABE classroom;
- Location that meets the requirements for onsite GED testing;
- Access to stable internet;
- And payment of $17,404 for the provided services by the District, for the term of this agreement.

6. GENERAL CONTRACT/AGREEMENT TERMS AND CONDITIONS

6.1. Application for Payments

The District will submit an invoice for $4,351 every three (s) months for services provided for July 1, 2025-June 30, 2026. Invoices will be submitted by the following dates: September, 30, 2025, December 31, 2025, March 31, 2026 and June 30, 2026.

6.1.2. Payment shall be made within thirty-five (35) calendar days after the date of receipt of the invoice.

6.1.3. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2. Independent Contractor

The District is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the District as an employee of the County.

6.3. Successors, Subcontracting and Assignment

The District shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4. Compliance With Legal Requirements

6.4.1. Unless otherwise provided in the scope, the District, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the Agreement.

6.4.2. The District and County agree to comply with all federal, state, county and local statutes, regulations, ~~rules~~rules, and ordinances in force or hereinafter enacted Further, the District agrees to the following:

6.4.2.1. During the term of this Agreement, the District agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

6.4.2.1.1. The District represents that it and its employees will remain qualified and licensed to

provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

6.4.2.2. The District agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes. sections
260E and 626.557.

6.4.2.3. If District has sufficient reason to believe that the safety or well-being of its employees or contractors providing services hereunder may be endangered by the actions or omissions of County, its agents and/or employees, the District may immediately cease to provide services unless and until the situation is resolved. This cessation of services may occur forthwith and may continue for such period, which is reasonably necessary for determination by the District that the safety and well-being of its service providers has been assured. If it is determined that the safety or well-being of service providers will be placed in jeopardy by the further provision of services, the District may terminate this Agreement without penalty.

6.5. Data Practices

6.5.1. Both the County and the District, their officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable, the Family Educational Rights and Privacy Act (FERPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

6.5.2. To the extent permitted by applicable law, both parties agree to defend, ~~indemnify~~indemnify, and hold harmless the other Party, its officials, officers, agents, employees, and volunteers from any claims resulting from the Party's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this Section. Each Party agrees to promptly notify the other if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA or FERPA.

6.5.3 If either Party receives a request for data which may be subject to any of the above-mentioned provisions, the Party shall notify the other of the request and receive authorization or approval to release data that relates to a person receiving services under this Agreement.

6.5.4. Any person who is an employee or agent of either Party who intentionally or negligently releases data without legal obligation or without authorization may be liable for civil and/or criminal penalties.

6.5.6. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

6.6. Indemnification

6.6.1. The District shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the District, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the District's obligations pursuant to this Agreement. Nothing in this agreement

shall be deemed to constitute a waiver by the District of the statutory immunity protections provided under Minnesota Statutes, Chapter 466.

6.6.2. The County shall indemnify, hold harmless and defend the District, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the District, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the County, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the County's obligations pursuant to this Agreement.

6.6.3. Nothing in this agreement shall be deemed to constitute a waiver by the County of the statutory immunity protections provided under Minnesota Statutes, Chapter 466.

6.7. Prison Rape Elimination Act (PREA)

District and County will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42, U.S.C. 15601 ET. Seq.), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and County standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, ~~operated~~operated, or contracted. The District acknowledges that, in addition to "self-monitoring requirements" the County will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and County PREA policies may result in termination of the Agreement.

6.8. Insurance

The District and County do further agree that in order to protect themselves, under the indemnity agreement provision herein above set forth, they will at all times during the term of the Agreement have and keep in force:

a. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's and District's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

b. Automobile coverage in the amount of the County's and District's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

c. Workers' Compensation in statutory amount.

Both parties will give evidence of insurance before this Agreement is effective. The County and District shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the District and the County, and either Party elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the District and the County, respectively.

6.9 Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the District, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the District relating to this Agreement.

6.10. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the District and County at the respective addresses set forth below. If the name and/or address of the representative for either Party changes, notice of such change shall be given in accordance with the

provisions of this section.

County:
Jonathan Gray, Jail Administrator
Chisago County Jail
15230 Per Rd
Center City, Minnesota 55012

District:
Suzanne Hischer, Director of Business Services
St. Croix River Education District
425 S Dana Ave, PO Box 637
Rush City, Minnesota 55069

6.11. Respectful Workplace and Violence Prevention

The District shall make all reasonable efforts to ensure that the District's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement.

6.12. Equal Employment Opportunity - Civil Rights

(a) During the performance of this Agreement, the District 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.

(b) If during the term of this Agreement, it is discovered that the District is not in compliance with the applicable regulations as aforesaid, or if the District engages in any discriminatory practices, the County may cancel said Agreement as provided by the cancellation clause of the Agreement.

6.13. Firearms Prohibited

Unless specifically required by the terms of this Agreement, no provider of services pursuant to this Agreement, including but not limited to employees, ~~agents~~agents, or subcontractors of the District shall carry or possess a firearm on County premises or while acting on behalf of County pursuant to the terms of this Agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the County under law or equity. Violation of this provision is grounds for immediate suspension or termination of this Agreement.

6.14. Force Majeure

Neither Party shall be liable for any loss or damage incurred by the other Party as a result of events outside the control of the Party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

6.15. Default and Cancellation

6.15.1. This Agreement may be canceled at any time, with or without cause, by either Party, upon ninety (90) days' prior written notice.

6.15.2. If the District fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the District's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.

6.15.3. The AGREEMENT shall be interpreted and construed according to the laws of the State of Minnesota.

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6.15.4. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.16. Modification

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

7. ENTIRE AGREEMENT

The written Agreement, including all attachments, represent the entire and integrated agreement between the County and the District hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the District to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, by signing below, each Party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement, that it understands this Agreement, that the signatures below can legally bind the entity and that it agrees to be legally bound by all terms of the Agreement.

(Chair, Chisago County Bd)	(Date)
(County Administrator)	(Date)
(Chisago County Sheriff)	(Date)
Approved as to Form	(Date)

(District Signature) (Date)

St. Croix River Education District
425 S Dana Ave, PO Box 637
Rush City, Minnesota 55069

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement") is an agreement between St. Croix River Education District (SCRED) located at 425 S Dana Ave, Rush City, Minnesota 55069 (the "District"), and Chisago County Jail (the "County"), at 15230 Per Rd, Center City, MN 55012.

1. TERM

The term of the agreement shall be from July 1, 2025 through June 30, 2026. Parties will meet at least 60 days prior to the end of this agreement to negotiate a new agreement.

2. MISSION

The partnership on which the Parties are intending to collaborate has the following mission: to provide the inmates of Chisago County Jail with the educational opportunities to acquire a high school credential, in the hope they become more self-sufficient as productive workers, family members, and citizens in society. This mission will be accomplished by collaboratively designing and implementing a mutually agreed upon Adult Basic Education (ABE) Program within the facility.

3. PURPOSE AND SCOPE

The District and County intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by them, and which may be related to the partnership.

4. OBJECTIVES

The County and District shall work together to develop and establish policies and procedures that will promote and sustain an educational program to include the typical subjects and services allowed by an ABE Program in the state of Minnesota for Chisago County Jail and their offenders, and intend to maintain a program that meets or exceeds industry standards.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Either party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein.

The following are the individual services or resources the County and the District are providing for the partnership:

The District shall render and provide the following services:

- Provide a licensed instructor for 50 weeks, 4 hours/ week (2 hours of instruction and 2 hours for preparation and/or GED testing events);
- Proctor the Test of Adult Basic Education (TABE) assessment and General Education Diploma (GED) subject tests;
- Provide instructional materials and technology for inmates to complete coursework and online tests;

- Provide technology support for computer equipment;
- Instruction will not be provided on the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. Holidays landing on weekends will be negotiated.

The County shall render and provide the following resources:

- A location/space dedicated for use as an ABE classroom;
- Location that meets the requirements for onsite GED testing;
- Access to stable internet;
- And payment of $17,404 for the provided services by the District, for the term of this agreement.

6.GENERAL CONTRACT/AGREEMENT TERMS AND CONDITIONS

6.1. Application for Payments

The District will submit an invoice for $4,351 every three (s) months for services provided for July 1, 2025-June 30, 2026. Invoices will be submitted by the following dates: September, 30, 2025, December 31, 2025, March 31, 2026 and June 30, 2026.

6.1.2. Payment shall be made within thirty-five (35) calendar days after the date of receipt of the invoice.

6.1.3. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2. Independent Contractor

The District is and shall remain an independent contractor throughout the term of this MOU and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the District as an employee of the County.

6.3. Successors, Subcontracting and Assignment

The District shall not enter into any subcontract for performance of any services under this MOU nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4. Compliance With Legal Requirements

6.4.1. Unless otherwise provided in the scope, the District, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract.

6.4.2. The District and County agree to comply with all federal, state, county and local statutes, regulations, rules and ordinances in force or hereinafter enacted Further, the District agrees to the following:

6.4.2.1. During the term of this Agreement, the District agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

6.4.2.1.1. The District represents that it and its employees will remain qualified and licensed to

provide services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

6.4.2.2. The District agrees to maintain at all times during the term of this MOU, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes. sections 626.556 and 626.557.

6.4.2.3. If District has sufficient reason to believe that the safety or well-being of its employees or contractors providing services hereunder may be endangered by the actions or omissions of County, its agents and/or employees, the District may immediately cease to provide services unless and until the situation is resolved. This cessation of services may occur forthwith and may continue for such period, which is reasonably necessary for determination by the District that the safety and well-being of its service providers has been assured. If it is determined that the safety or well-being of service providers will be placed in jeopardy by the further provision of services, the District may terminate this Agreement without penalty.

6.5. Data Practices

Both the County and the District, their officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable, the Family Educational Rights and Privacy Act (FERPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. To the extent permitted by applicable law, both parties agree to defend, indemnify and hold harmless the other party, its officials, officers, agents, employees, and volunteers from any claims resulting from the party's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this Section. Each party agrees to promptly notify the other if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA or FERPA. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

6.6. Indemnification

The District shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the District, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the District's obligations pursuant to this Agreement. Nothing in this agreement shall be deemed to constitute a waiver by DISTRICT of the statutory immunity protections provided under Minnesota Statutes, Chapter 466.

The County shall indemnify, hold harmless and defend the District, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the District, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the County, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the County's obligations pursuant to this Agreement.

6.7. Prison Rape Elimination Act (PREA)

District and County will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42, U.S.C. 15601 ET. Seq.), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. The District acknowledges that, in addition to "self-monitoring requirements" the County will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

6.8. Insurance

The District and County do further agree that in order to protect themselves, under the indemnity agreement provision herein above set forth, they will at all times during the term of the Agreement have and keep in force:

a. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the County's and District's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

b. Automobile coverage in the amount of the County's and District's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.

c. Workers' Compensation in statutory amount.

Both parties will give evidence of insurance before this Agreement is effective. The County and District shall be given thirty (30) days advance written notice of any changes in coverage.

In the event that claims or lawsuits shall arise jointly against the District and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

6.9 Audit

Until the expiration of six years after the furnishing of services pursuant to this MOU, the District, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the District relating to this Agreement.

6.10. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the District and County at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given in accordance with the provisions of

this section.

County:
Jonathan Gray, Jail Administrator
Chisago County Jail
15230 Per Rd
Center City, Minnesota 55012

District:
Suzanne Hischer, Director of Business Services
St. Croix River Education District
425 S Dana Ave, PO Box 637
Rush City, Minnesota 55069

6.11. Respectful Workplace and Violence Prevention

The District shall make all reasonable efforts to ensure that the District's employees, officers, agents, and subcontractors do not engage in violence while performing under this MOU.

6.12. Equal Employment Opportunity - Civil Rights

(a) During the performance of this Agreement, the District 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.

(b) If during the term of this Agreement, it is discovered that the District is not in compliance with the applicable regulations as aforesaid, or if the District engages in any discriminatory practices, the County may cancel said Agreement as provided by the cancellation clause of the Agreement.

6.13. Firearms Prohibited

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the District shall carry or possess a firearm on county premises or while acting on behalf of County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the MOU; and, in addition to any other remedy available to the county under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

6.14. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

6.15. Default and Cancellation

6.15.1. This Agreement may be canceled at any time, with or without cause, by either party, upon ninety (90) days' prior written notice.

6.15.2. If the District fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the District's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.

6.15.3. The MOU shall be interpreted and construed according to the laws of the State of Minnesota.
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6.15.4. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.16. Modification

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

7. ENTIRE AGREEMENT

The written Agreement, including all attachments, represent the entire and integrated agreement between the County and the District hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the District to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

IN WITNESS WHEREOF, by signing below, each party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement, that it understands this Agreement, that the signatures below can legally bind the entity and that it agrees to be legally bound by all terms of the Agreement.

_____ _____

(County Signature) (Date)

Chisago County Jail
15230 Per Rd
Center City, Minnesota 55012

_____ _____

(District Signature) (Date)

St. Croix River Education District
425 S Dana Ave, PO Box 637
Rush City, Minnesota 55069

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 17
Title of Item for Consideration: Out-of-State Travel Request - Clandestine Laboratory Re-Certification Course, Johnston, IA	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	

Background: This employee has been a clandestine laboratory certified deputy for many years. To stay active and qualified to perform these duties, they need to attend re-certification bi-annually. This training would satisfy that requirement and keep their certification up to date.

Attachment(s):

- Chisago County Out-of-State Travel Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve for an out of state travel request for a Chisago County Deputy to attend Clandestine Laboratory Re-Certification Course in Iowa in April 2025. The suggested motion is as follows:

"Move to approve out-of-state travel for a Chisago County Deputy to attend Clandestine Laboratory Re-Certification Course in Iowa in April 2025. "

Implications of Action: By attending this training, the Sheriff's Office will continue to be able to process clandestine investigations in a safe manner. With the rise in dangerous controlled substances, having properly trained staff in this topic is quite important.

Budget/Financial Implications: All travel, lodging, and registration costs are covered by Midwest Counterdrug Training Center. Only wages for our deputy would be covered at straight time – normal work hours.

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	

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

Chisago County Out-of-State Travel Request

Date Submitted	2/12/2025		
Employee Name			
Department	Sheriff's Office		
Destination	Midwest Counterdrug Training Center Johnston, IA		
Purpose of Travel	Clandestine Laboratory Safety Certification		
Departure Date	4/27/2025		
Return Date	4/28/2025		
Total Travel Expenses	**$0.00**		
Supervisor Name (PRINT)	Andrew Mahowald		
Supervisor's Signature	Andrew Mahowald Digitally signed by Andrew Mahowald Date: 2025.02.12 13:52:28 -06'00'	**Date Approved**	2/12/2025
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	0			$0.00
Ground Transportation	0	$0.00	1	$0.00
Conference/Registration Fees	0		1	$0.00
Lodging	0		1	$0.00
Meals	0		1	$0.00
Mileage	0		1	$0.00
		Grand Total		$0.00

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 18
Title of Item for Consideration: Out-of-State Travel Request – National Law Enforcement Training on Child Exploitation Conference, Washington D.C.	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	

Background: An Investigator was invited to attend the National Law Enforcement Training on Child Exploitation Conference. This opportunity is made by our cooperation and partnership on the Internet Crimes Against Children (ICAC) Task Force with the MN Bureau of Criminal Apprehension.

Attachment(s):

- https://icactaskforce.org/training/TRI0962138/national-law-enforcement-training-on-child-exploitation

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve out-of-state travel for an Investigator to attend the National Law Enforcement Training on Child Exploitation in Washington, D.C in June 2025. The suggested motion is as follows:

"Move to approve the out-of-state travel for an Investigator to attend the National Law Enforcement Training on Child Exploitation in Washington, D.C in June 2025."

Implications of Action: This training opportunity will provide our Investigations Unit the current trends and investigation techniques involved in child exploitation cases.

Budget/Financial Implications: All travel, lodging, and registration costs are covered by MN BCA. Only wages for our deputy would be covered at straight time – normal work hours.

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	

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

Chisago County Out-of-State Travel Request

Date Submitted	2/6/2025		
Employee Name			
Department	Chisago County Sheriff's Office		
Destination	Washington, D.C.		
Purpose of Travel	Training Conference - ICAC / MN BCA		
Departure Date	6/9/2025		
Return Date	6/13/2025		
Total Travel Expenses	**$0.00**		
Supervisor Name (PRINT)	Captain Andrew Mahowald		
Supervisor's Signature	Andrew Mahowald Digitally signed by Andrew Mahowald Date: 2025.02.06 14:38:51 -06'00'	**Date Approved**	2/6/2025
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				$0.00
Ground Transportation			1	$0.00
Conference/Registration Fees			1	$0.00
Lodging			1	$0.00
Meals			1	$0.00
Mileage			1	$0.00
		Grand Total		$0.00

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 19
Title of Item for Consideration: Aquatic Invasive Species (AIS) Prevention Aid Program and Roadside Surveys Agreements	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services

Previous Action on this Matter: In 2014, the Minnesota State Legislature passed MN Statute 477A.19 AIS Prevention Aid, providing annual funding to Minnesota Counties to conduct AIS prevention efforts, which includes watercraft inspections, public awareness, signage, and enforcement.

In 2015, the county expanded an existing Lake Improvement District AIS inspection model program countywide; enhanced AIS programming with the acquisition of AIS decontamination equipment & vehicles; included the designation of various parttime seasonal AIS Specialist and/or Inspector staffing roles from year to year; and supported parttime .75FTE (2021 - present) year-round combined AIS Specialist/Lead Watercraft Inspector staffing support. Most recently, in 2023, the county water resources budget was approved to offer enhanced .25 county funded FTE to the AIS Specialist/Lead Watercraft Inspector role as the only direct county funds involvement in this countywide program.

In 2024, the AIS program:

- Conducted 14,525 watercraft inspections at 24 public water accesses and 106 decontaminations of watercraft in Chisago and northern Washington Counties,
- Supplemented Sheriff water patrol budget funding in support of watercraft inspections and enforcement collaboration,
- Worked closely on initiatives with the Wild Rivers Conservancy,
- Fully implemented AIS communication and education programming to citizens of Chisago County, and
- Continued AIS data collection & analysis and early detection efforts of aquatic invasive species on area lakes.

Background: The Chisago County adopted Lower St. Croix Comprehensive Watershed Management Plan **(1W1P)** identifies the goal to *"Prevent the dispersion, promote/support the containment, control and eradication of invasive species"* within the Resource Areas of Rivers & Streams, Lakes, Wetlands and St. Croix River & Lake St. Croix.

The 2025 State funding of $130,976 and the directly budgeted .25FTE commitment of the county will allow Chisago County to continue implementation of the AIS prevention program countywide. Watercraft inspections and decontamination, public awareness, signage, enforcement, and other prevention efforts will be conducted at 27 trailer and carry-in accesses throughout the County.

Watercraft inspections will continue to be conducted for the twelfth season at 4 accesses in the Comfort Lake Forest Lake Watershed District through a Joint Powers Agreement. Large scale citizen assistance and AIS monitoring and training programs will continue to be an effective education and detection effort.

Proposed adjustments/enhancements to this year's program include:

1. Participation with multiple Minnesota and Wisconsin counties and organizations to implement a St. Croix Basin AIS strategic work plan.
2. Memorandum of Understanding with the Wild Rivers Conservancy supporting zebra mussel veliger and Spiny waterflea sampling
3. Conduct of Point Intercept surveys on West Rush Lake.
4. A modest increase in seasonal Watercraft Inspector pay rates to remain competitive with other regional watercraft inspection programs (DNR) and improve recruitment/retention.
5. Memorandum of Understanding with the Wild Rivers Conservancy to complete Phragmites and Purple Loosestrife population surveys along public roads in Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships.

With this year's programming approval, Water Resources staff also requests use of carryover funding available from the 619 – Watercraft Inspection budget and 611 – Water Plan Trust for the following additional costs:

1. An added $3,765 of carryover fund balance from 619 to fully implement and fund the Wild Rivers Conservancy AIS Strategic work plan costs of $9,440 (attached)
2. An added $3,000 of 611 fund balance from 611 to supplement added drone treatment for invasive phragmites within the County.
3. Added seasonal watercraft inspection personnel hours to complete inspections through October 2025 with the equivalent of 6 seasonal F.T.E. inspectors. *(The current budget for seasonal Watercraft Inspectors is $80,000, completing 3,600 hours of inspections, which is less than the 3,965 hours Inspectors worked in 2024 and over 4,300 hours Inspectors worked in 2023.)*

The existing 619 – Watercraft Inspection and 611 – Water Plan Trust fund balance carryover will fully support the above 2025 program enhancements *without impact* to existing 2025 general levy funding of the 2025 program.

To initiate the 2025 AIS Prevention Aid program and Roadside Survey of Phragmites and Purple Loosestrife Populations, a number of agreements, personnel requisitions, and approvals are requested as attached. The full program elements are attached with individual action items denoted in **bold with asterisks *.**

Attachment(s):

- **Agreement between Wild Rivers Conservancy and Chisago County for Roadside Surveys***
- Chisago County Resolution No. 14/0820-1 Resolution to Approve, Accept, and Implement Aquatic Invasive Species Prevention Aid Program
- 2025 Chisago County Proposed Watercraft Inspection Program
- Map - AIS Prevention Aid Program

- Proposed Budget - AIS Prevention Aid Program
- 2023-2025 Delegation Agreement - AIS Prevention Inspection of Water-related Equipment
- **Joint Powers Agreement between Chisago County and Comfort Lake Forest Lake Watershed District***
- **Personnel Requisition for up to 2 F.T.E Temporary Seasonal Watercraft Inspectors (Level 2)***
- **Personnel Requisition for up to 4 F.T.E Temporary Seasonal Watercraft Inspectors (Level 1)***
- Wild Rivers Conservancy proposal to implement a St. Croix River watershed AIS Strategic Work Plan
- **Agreement between Wild Rivers Conservancy and Chisago County for AIS Strategic Work***
- EOR proposal for Point Intercept Surveys for West Rush Lake
- **Agreement between Emmons & Olivier Resources Inc. and Chisago County***
- **Motions for approval requested ***

Action Requested/Recommended: The County Board is respectfully requested to approve the 2025 AIS Prevention Aid Program and Roadside Surveys. The following motion/s is suggested:

"Move to Approve the 2025 Aquatic Invasive Species Prevention Aid Program and Roadside Surveys including the specific agreements, personnel actions, and Memorandum of Understanding as presented at tonight's meeting:"

Or individually

(1) "Move to Approve Agreement between Wild Rivers Conservancy and Chisago County for Roadside Surveys of Phragmites and Purple Loosestrife."

(2) "Move to Approve Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections."

(3) "Move to Approve Personnel Requisition for 2 F.T.E. Watercraft Inspectors (Level 2)."

(4) "Move to Approve Personnel Requisitions for 4 F.T.E Watercraft Inspectors (Level 1)."

(5) "Move to Approve transfer of up to $10,000 to the Chisago County Sheriff's Department for AIS enforcement related activities."

(6) "Move to Approve transfer of up to $3,000 from the Chisago Lakes Lake Improvement District for equipment operation and expenses."

(7) "Move to Approve transfer of $5,000 to the Chisago County Water Plan fund 611 for AIS administration/coordination activities."

(8) "Move to Approve Agreement between Wild Rivers Conservancy and Chisago County for AIS Strategic Work Plan."

(9) "Move to Approve Agreement between Emmons & Olivier Resources Inc. and Chisago County."

(10) "Move to Approve 619 – Watercraft Inspection and 611 – Water Plan Trust carryover fund balances in support of AIS Strategic work plan; drone treatment for invasive phragmites; and supplemental funding to support the equivalent of 6 seasonal F.T.E. inspectors."

Implications of Action: Recommended Board action authorizes Chisago County to implement the 2025 AIS Prevention Aid Program and Roadside Surveys on a countywide basis. This includes watercraft inspections and decontamination, enforcement, communication and education, regional coordination and early detection activities.

Budget/Financial Implications: Chisago County received an average annual allocation of $135,695 in State AIS designated funding since 2015. Chisago County will receive $130,976 in 2025. Additional program funding includes Comfort Lake Forest Lake Watershed District inspection services revenue up to $35,000 and a Chisago Lakes Lake Improvement District contribution of $3,000 toward equipment operation and expenses. As part of the program, up to $10,000 in grant dollars will be redirected to the County Sherriff's Department for enforcement related activities and $5,000 will be transferred to the Chisago County Water Plan fund 611 for AIS administration activities. It is anticipated that state AIS Prevention Aid funding will continue through 2025 and beyond. Additional carryover requests from the 619 – Watercraft Inspections budget will fund AIS Strategic Work with Wild Rivers Conservancy and Watercraft Inspector personnel costs. Carryover requests from the 611 - Water Plan budget will fund additional treatment for invasive phragmites. Carryover fund balance for both 611 and 619 accounts accommodate requested supplemental expenditures without impact to 2025 budgeted tax levy funding.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The various agreements are pending County Attorney approval as to form.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay ____	Abstain ____

MEMORANDUM OF UNDERSTANDING
BETWEEN
WILD RIVERS CONSERVANCY AND CHISAGO COUNTY

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by the Wild Rivers Conservancy, located at 1015 N Cascade Street, PO Box 938, Osceola, WI 54020, and Chisago County, located at 313 North Main Street, Center City, MN 55012, to conduct a full roadside survey of Phragmites and purple loosestrife populations throughout Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago County. The scope of work will include volunteer recruitment, a ½ day volunteer training, four days staff support for survey and mapping, data management uploading to EDDMapS, and a full report of findings consistent with and pursuant to the following terms:

DELIVERABLES:

The Wild Rivers Conservancy will provide personnel and equipment to follow the Minnesota Aquatic Invasive Species Research Center (MAISRC) protocol for collection, identification and mapping of Phragmites. This includes the following steps:

1. Carry out a survey of Phragmites along all public roads in the Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago County. Public roads will be determined by Chisago Count staff prior to the monitoring.
2. Determine native or non-native status using the identification guide.
3. Report findings in GLEDN/EDDMapS.
4. Provide findings to Chisago County and MAISRC staff.
5. Create a comprehensive roadside map and full report of findings indicating Phragmites populations within Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago County.

The Wild Rivers Conservancy will also follow the following protocol for the identification and mapping of purple loosestrife. This includes the following steps:

1. Carry out a survey of purple loosestrife along all public roads in the Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago.
2. Confirm purple loosestrife ID using the Minnesota DNR identification guide.
3. Report all findings in EDDMapS for verification, when it is possible to get a close-up photo of the population.
4. Create a comprehensive roadside map and full report of findings indicating purple loosestrife populations within Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago.

Chisago County will:

1. Fully engage in the full roadside survey planning and implementation process and provide information as requested for Wild Rivers Conservancy to complete the roadside maps and full report of findings.
2. Upon satisfactory completion of work, pay the Wild Rivers Conservancy limit not to exceed $6,180 during the Memorandum of Understanding period.

TERM OF CONTRACT:
The terms of this Memorandum of Understanding shall be from January 1, 2025 through December 31, 2025 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

TERMINATION OF CONTRACT: Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

1. Termination by either party shall require at least 30 days written notice to the other party to the Agreement.
2. Wild Rivers Conservancy will provide true and correct copies (including paper, electronic, photo, and digital) of all pertinent working and archived files in the possession of Wild Rivers Conservancy to the County within 30 days after termination of the agreement.

AUTHORIZED REPRESENTATIVE: In order to facilitate communication necessary to carry out the work contemplated in this Memorandum of Understanding, the Parties designate the following authorized representatives, respectively:

Wild Rivers Conservancy:

Matt Poppleton
Executive Director
Wild Rivers Conservancy
1015 N Cascade Street
PO Box 938
Osceola, WI 54020
715-483-3300
mpoppleton@wildriversconservancy.org

Chisago County:

Susanna Wilson Witkowski
Chisago County Water Resource Manager
Chisago County Government Center
313 North Main Street, Room 243
Center City, MN 55012
651-213-8380
susanna.wilson@chisagocountymn.gov

INDEMNIFICATION: Notwithstanding any other provisions to the contrary each Party to this agreement agrees to be responsible for its own acts and omissions for any activity under this agreement. Each agrees to defend, indemnify and hold harmless, the other and its officers, employees and agents for any and all claims arising out of activities related to the service provided under this agreement.

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators.

DATA PRIVACY: All data collected, created, received, or used for any purposes in the course of SCRA's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. The contractor agrees to abide by these statutes, rules and regulations as in effect and as amended.

RECORD DISCLOSURES/MONITORING: Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Wild Rivers Conservancy relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate. Wild Rivers Conservancy agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

COMPLIANCE WITH LAW: Wild Rivers Conservancy shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

INDEPENDENT CONTRACTOR: Parties agree that Wild Rivers Conservancy is acting as an independent contractor under this agreement.

SUBCONTRACTING AND ASSIGNMENT: Wild Rivers Conservancy shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, Wild Rivers Conservancy is responsible for the performance of all subcontractors.

CHISAGO COUNTY:

By: _____
Dan Dahlberg, Chairman Date
Chisago County Board of Commissioners

Witnessed: _____
Clerk to the Board Date

WILD RIVERS CONSERVANCY

By: _____
Chair, Wild Rivers Conservancy Date

Reviewed: _____
Witnessed: Executive Director Date

REVIEWED AS TO FORM:

_____
Jeffrey B. Fuge Date
Assistant County Attorney
Chisago County Attorney's Office

WILD RIVERS
ST. CROIX CONSERVANCY NAMEKAGON

February 25th, 2025

Susanna Wilson Witkowski
Water Resource Manager
Chisago County
313 North Main Street
Center City, MN 55012

Dear Ms. Wilson Witkowski:

Wild Rivers Conservancy would like to offer our services to Chisago County to conduct a full roadside survey of *Phragmites* and purple loosestrife throughout Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago County. The scope of work will include volunteer recruitment, a ½ day volunteer training, 4 days staff support for survey & mapping, data management uploading to EDDMapS, and a full report of findings.

Invasive *Phragmites* is a tall, aggressively growing grass that can take over large areas of wetland and shoreline, push out native vegetation, and reduce habitat quality for wildlife. It is important to map out this invasive species to determine its capacity for further spread, and develop management protocols for future actions.

Purple loosestrife is an invasive flowering plant that prefers to grow in saturated soil and is often found growing in roadside ditches, marshes, and along the shoreline of rivers and lakes. Purple loosestrife outcompetes native wetland plants and decreases biodiversity and wildlife habitat. It is important to conduct surveys to determine where purple loosestrife is located in order to aid in developing a comprehensive management strategy for this invasive plant.

Wild Rivers Conservancy will follow the Minnesota Aquatic Invasive Species Research Center protocol for collection, identification and mapping of *Phragmites*. This includes the following steps:

1. Carry out a survey of *Phragmites* along all public roads in the Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago County. Public roads will be determined by Chisago County staff prior to monitoring.
2. Determine native or non-native status using the identification guide
3. Report findings in GLEDN/EDDMapS
4. Provide findings to Chisago County and MAISRC staff.

Wild Rivers Conservancy will follow the following protocol for the identification and mapping of purple loosestrife.

1. Carry out a survey of purple loosestrife along all public roads in the Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago County.
2. Confirm purple loosestrife ID using the Minnesota DNR identification guide.
3. Report all findings in EDDMapS for verification, when it is possible to get a close-up photo of the population.
4. Create a comprehensive roadside map indicating purple loosestrife populations within

Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships

Wild Rivers Conservancy would also like to offer our services to Chisago County to raise and release *Galerucella* beetles for the biological control of large, high-density infestations of purple loosestrife as currently mapped in Chisago Co. as well as new Chisago Co. infestations mapped during the purple loosestrife roadside survey described above.

The use of *Galerucella* beetles as a biological control for purple loosestrife has been used in Minnesota since 1997. In 2023, with funding from Minnesota's Environment and Natural Resources Trust Fund (ENRTF), The Conservancy developed and launched the Purple Loosestrife Biocontrol Citizen Science program to recruit and train volunteers to raise and release *Galerucella* beetles to combat invasive purple loosestrife in the St. Croix River watershed in Minnesota. 2025 funding from Chisago County will support Conservancy staff time and travel costs for the continuation of purple loosestrife biocontrol efforts in Chisago County.

The Conservancy requests **$6,180.00 from Chisago County** for invasive *Phragmites* and purple loosestrife roadside surveys in Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North townships in Chisago County, as well as to support the release of biological control beetles at identified purple loosestrife infestations in Chisago County.

Breakdown of the funding is located in the chart below:

Activity	County Funds Requested	Total Cost
100% Roadside Survey of *Phragmites* and purple loosestrife within the Harris, Franconia, Stacy, Chisago Lake South, and Chisago Lake North Townships	$4,480 coordination, training & staff time, as well as reporting for road survey of phragmites and purple loosestrife $200 transportation (@ $0.70/mi for 286.7 miles total)	**$4,680.00**
Support for the release of purple loosestrife biological control beetles in Chisago County	$1,500 for coordination, staff time, and transportation costs for beetle releases throughout Chisago County.	**$1,500.00**
TOTAL		**$6,180.00**

The Wild Rivers Conservancy's mission is to inspire stewardship to forever ensure the rare ecological integrity of the St. Croix and Namekagon Riverway. With an approach based on partnerships, The Conservancy is working to realize a vision for the St. Croix as a place where rivers run free and clean, a diverse habitat sustains our unique and diverse flora and fauna, people have access to our National Park and the park flourishes, towns throughout the basin thrive, and people celebrate the river. Protecting the St. Croix from AIS threats is a crucial component of The Conservancy's Strategic Plan, and we hope to expand the scope and reach of this important work with your support.

If you have any questions, please do not hesitate to contact me at (715) 483-3300 or mpoppleton@wildriverconservancy.org or Wild Rivers Conservancy Invasive Species Coordinator, Maria Young at myoung@wildriversconservancy.org

Sincerely,

Matt Poppleton

Matt Poppleton
Executive Director
Wild Rivers Conservancy

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center

313 North Main Street, Room 172

Center City, MN 55012-9663

Phone: 651-213-8830 FAX: 651-213-8876

Bruce Messelt

County Administrator

Commissioners:

District 1

Lora Walker

District 2

Rick Greene

District 3

George McMahon

District 4

Ben Montzka

District 5

Mike Robinson

Commissioner McMahon offered the following resolution and moved its adoption:

RESOLUTION NO. 14/0820-1
RESOLUTION TO APPROVE, ACCEPT, AND IMPLEMENT AQUATIC INVASIVE SPECIES PREVENTION AID PROGRAM

WHEREAS, Aquatic Invasive Species (AIS) are non-native aquatic organisms that invade water beyond their natural and historic range; and

WHEREAS, the Department of Natural Resources (DNR) has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; and

WHEREAS, the Minnesota State Legislature passed MN Statutes 477A.19 AIS Prevention Aid providing counties with funding to implement an AIS prevention program to include watercraft inspections, public awareness, signage, and enforcement; and

WHEREAS, a Priority Concern identified in the Chisago County Local Water Management Plan is the introduction and spread of AIS and their negative effect on water quality, navigation, recreation or fisheries; and

WHEREAS, objectives identified in the Chisago County Local Water Management Plan are to provide watercraft inspections and education on AIS at public water accesses throughout the County and proactively provide education and information on AIS; and

WHEREAS, Chisago County has some of the premier recreational lakes in the northeast metro area yet several AIS, including Eurasian Water Milfoil, Curlyleaf Pondweed and Zebra Mussels, are damaging the ecology of area lakes and St. Croix River; and

NOW THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby approves, accepts and will implement the Aquatic Invasive Species Prevention Aid program; and

BE IT THEREFORE FURTHER RESOLVED, that the Chisago County Board of Commissioners will submit this document to the DNR for acceptance pursuant to applicable Minnesota laws and rules; and

BE IT THEREFORE FURTHER RESOLVED, that Chisago County will implement an AIS Prevention Aid program on some or all public waters within their jurisdiction utilizing existing authorities and

the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a); and

BE IT THEREFORE FURTHER RESOLVED, that the Chisago County AIS Prevention Aid program will comply with all requirements in Minnesota Statues section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

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

IN FAVOR THEREOF: Greene, McMahon, Montzka, Robinson, Walker
OPPOSED: None

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

Approved: August 20, 2014

Richard Greene
Chair, County Board

Attest: _____
Chase Burnham
Clerk, County Board

Chisago COUNTY USA | WATER RESOURCES

2025 Chisago County Proposed Watercraft Inspection Program

Program Implementation

To implement the watercraft inspection program in 2025, Chisago County plans to enter into a Joint Powers Agreement with the Minnesota Department of Natural Resources for authority to conduct watercraft inspections. Additionally, a partnership will be formed between Chisago County and the Comfort Lake Forest Lake Watershed District to inspect watercraft at public water accesses in the district.

Funding for the program will be provided by the State of Minnesota through the Aquatic Invasive Species (AIS) Prevention Aid Program along with funding from the Comfort Lake-Forest Lake Watershed District and the Chisago Lakes Lake Improvement District. The Program helps fund prevention efforts including increased watercraft inspections, enforcement and education. Chisago County purchased an AIS decontamination unit that is to be rotated among the most heavily used public water accesses in Chisago and northern Washington Counties. These accesses include Bone, Chisago/South Lindstrom, Comfort, East Rush, Fish, Forest East, Forest West, Green, Little Green, North Center, South Center, St. Croix River – Osceola, Taylor's Falls Lions Municipal, and West Rush.

Watercraft Inspections

The equivalent of six full-time Level 1 and two full-time Level 2 watercraft inspectors will be hired by Chisago County to perform inspections. Once trained and authorized, Level 1 inspectors inspect water-related equipment and prohibit the launching of equipment in waters of the state if the individual refuses to allow an inspection of their equipment or refuses to comply with aquatic invasive species laws.

Figure 1: Chisago County Watercraft Inspectors

Three Level 1 inspectors will provide coverage at northern Chisago County lakes, five Level 1 inspectors will be stationed in the Chisago Lakes area, and four Level 1 inspectors will be in the Comfort Lake-Forest Lake Watershed District. Two Level 2 inspectors will be hired to inspect and decontaminate watercraft. The full-time AIS Specialist/Lead Level 2 watercraft inspector will provide in-field Watercraft Inspector monitoring, training, guidance, coordination, and support.

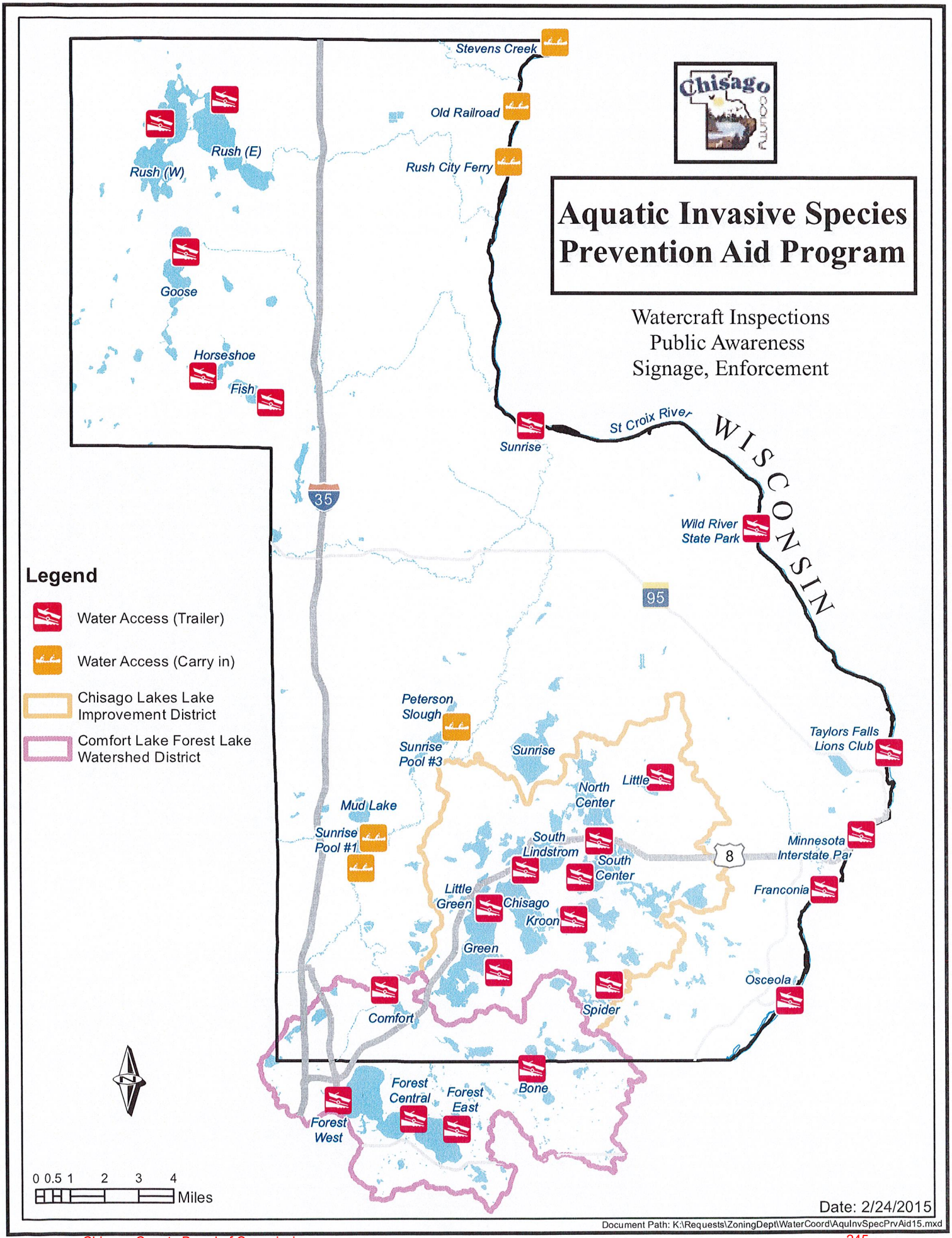
Watercraft enforcement training was provided to officers of the Chisago County Sheriff's Department. Officers will provide support to watercraft inspectors and take shifts at public water accesses in Chisago County. The Aquatic Invasive Species Education Specialist will implement the countywide aquatic invasive species Communication and Education Plan. This position is year-round, combined with the Lead Level 2 Watercraft Inspector position.

The primary objective of the watercraft inspection program is to inform and educate the public on the threats of ecologically harmful aquatic invasive species to the lakes in Chisago and northern Washington County. The watercraft inspector works at public water accesses educating the public by providing information to watercraft users and conducting a brief survey while inspecting watercraft for aquatic invasive species.

Inspections will take place at the following public water accesses:

Bone
Chisago/South Lindstrom
Comfort
Fish
Forest Central
Forest East
Forest West
Franconia
Goose
Green
Horseshoe
Kroon
Little
Little Green
Minnesota Interstate Park
North Center
Osceola
Rabour
Rush East
Rush West
South Center
Spider
Taylors Falls Lions Municipal
Minnesota Wild River State Park
Minnesota Wild River State Park – Sunrise Landing

The watercraft inspection season starts approximately one week before opening fishing weekend and ends in late-October.


Aquatic Invasive Species Prevention Aid Program
Watercraft Inspections
Public Awareness
Signage, Enforcement
Legend
Water Access (Trailer)
Water Access (Carry in)
Chisago Lakes Lake Improvement District
Comfort Lake Forest Lake Watershed District
Stevens Creek
Old Railroad
Rush City Ferry
Rush (E)
Rush (W)
Goose
Horseshoe
Fish
Sunrise
St Croix River
WISCONSIN
35
Wild River State Park
95
Peterson Slough
Sunrise Pool #3
Sunrise
Taylors Falls Lions Club
Little
North Center
Mud Lake
Sunrise Pool #1
South Lindstrom
South Center
8
Minnesota Interstate Pa
Franconia
Little Green
Chisago
Kroon
Green
Osceola
Spider
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2025 Aquatic Invasive Species Prevention Aid Program

Income	
2025 AIS Prevention Aid Program	130,976
Carryover from 2024	223,667
Comfort Lake Forest Lake Watershed District	35,000
Chisago Lakes Lake Improvement District	3,000
Total Income	**392,643**
2025 Proposed Budget	
Education Outreach	
No Child Left Inside Grant - Outreach Education to Schools	
Publications/Brochures	4,000
Education/Supplies/Display	1,500
Conferences/Training	500
Subtotal	**6,000**
Watercraft Inspections	
(6) Level 1 Watercraft Inspectors - Equivalent to 3,600 hours	61,760
*2 Full-Time Level 1 Inspectors - CLFLWD 1,200 Hours	
*4 Full-Time Level 1 Inspectors - Chisago County 2,400 Hours	
(1.5) Level 2 Watercraft Inspector Decontamination - Equivalent to 960 hours	18,240
*1 Part-Time Level 2 Inspector - CLFLWD 350 Hours	
FICA, Medicare Match, PERA, Social Security	16,299
(1) Full-Time Field Lead/Level 2 Watercraft Inspector/AIS Education Specialist - Equivalent of 1,560 hours	66,515
Insurance	31,861
Uniforms & Supplies	2,000
Sherriff's Department Water Patrol Watercraft Inspections	10,000
CD3 Station	
Subtotal	**206,675**
Equipment	
Watercraft Inpector Tablets, Power Cords, Supplies	1,250
Truck, Decontamination Unit, Boat, Supplies, Gas/Oil	7,000
Subtotal	**8,250**
Early Detection, Rapid Response	
Zebra Mussel Plate Samplers	250
AIS Detector Program/Volunteer Training	0
Point Intercept Surveys	7,500
eDNA Analysis	0
Scuba Surveys	0
Rapid Response	0
Subtotal	**7,750**
Mileage	**1,000**

Postage	**0**
CLFLWD Reimbursement	**5,000**
St. Croix Basin AIS Coordination (Starry Trek, Early Detection)	**5,675**
Administration/Coordination	**5,000**
Contingency/Reserves	**0**
Total Expenses	**245,350**

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DEPARTMENT OF NATURAL RESOURCES

226899

DELEGATION AGREEMENT
Aquatic Invasive Species (AIS) Prevention
Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

Chisago County

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

Chisago County Board of Commissioners
March 5, 2025

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B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help the prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

3. LIABILITY. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31; 2025 . The agreement may be terminated with or without cause by 30-day written notice to the other Party.

5. ENTIRE AGREEMENT. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

6. AMENDMENTS. This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

To DNR:

Watercraft Inspection Program Coordinator
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul MN 55155-4025

To Governmental Unit:

Name/Title: Susanna Wilson Witkowski, Water Resource Manager

Governmental Unit: Chisago County

Address: 313 North Main Street, Center City, MN 55012

Address:

8. GOVERNING LAW AND VENUE. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. WAIVERS. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

10. STATE AUDITS. Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

GOVERNMENTAL UNIT: Chisago County

By: Kim Montgomery

Title: Chair, Board of Commissioners

Date: 3/13/2023

Reviewed and Approved to Form:

Jeffrey B. Fuge

Jeffrey B. Fuge
Assistant County Attorney
February 16, 2023

DEPARTMENT OF NATURAL RESOURCES

By: DocuSigned by: Katie Smith 666A3882678F4BF...

Title: Director, Division of Ecological and Water Resources

Date: March 30, 2023

CHISAGO COUNTY
MAR - 1 2023
BOARD APPROVED

COMMISSIONER OF ADMINISTRATION

By: DocuSigned by: Kim Montgomery 988C1E45D0B5484...

Title: Contract Coordinator

Date: March 30, 2023

DS LB March 30, 2023

Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections.

Pursuant to Minnesota Statutes §471.59, Chisago County and the Comfort Lake-Forest Lake Watershed District (CLFLWD), enter into this cost-sharing agreement for the purpose of conducting watercraft inspections, as follows:

RECITALS

WHEREAS, the CLFLWD is located within Chisago and Washington Counties.

WHEREAS, Chisago County and CLFLWD contain multiple high value recreational lakes.

WHEREAS, aquatic invasive species including Eurasian Watermilfoil, Curlyleaf Pondweed, Flowering Rush, and Zebra Mussels are found in these lakes.

WHEREAS, Chisago County and CLFLWD share a goal of reducing the spread of aquatic invasive species.

WHEREAS, the primary means of spread of aquatic invasive species is via boats moving from one lake to another.

WHEREAS, there are 20 public water accesses (trailer) within Chisago County and an additional 4 public water accesses within the Washington County portion of the CLFLWD, 24 public water accesses in total.

WHEREAS, Chisago County and CLFLWD each separately has entered into a Delegation Agreement with the Minnesota Department of Natural Resources (DNR) that, subject to stated conditions, establishes its authority to perform aquatic invasive species inspections and manage access to water resources.

WHEREAS, it is the intent of this Agreement that CLFLWD provide Chisago County reimbursement for the costs incurred to conduct watercraft inspection activity as described in this agreement; and

WHEREAS, it is the intent of this Agreement that Chisago County provide funding to CLFLWD for CLFLWD to conduct water inspection activities on Comfort Lake in addition to and independent from those watercraft inspection activities as may be required of Chisago County to carry out on Comfort Lake as specified in this Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows and intend that it shall be legally binding:

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1. **SCOPE OF SERVICES.** Chisago County will provide the following

a. Chisago County will employ, train and supervise up to five part-time seasonal watercraft inspectors. The employees will provide watercraft inspections on the 4 public water accesses within the Washington County portion of the CLFLWD: Forest Lake (3 accesses) and Bone Lake, along with inspections at Comfort Lake.

b. Chisago County and CLFLWD will coordinate informally on the allocation of inspector hours to specific accesses and times. Chisago County will allocate at least 250 inspection hours to the Comfort Lake access and such allocation shall be independent of those inspection activities that CLFLWD may conduct on Comfort Lake

c. Chisago County agrees that boat launch inspections will be performed by Department of Natural Resources certified inspectors and that all inspection activity will be conducted in accordance with the Delegation Agreement between Chisago County and the DNR; Minnesota Statutes chapter 84D; and other applicable legal requirements. Inspectors will record inspection information in accordance with protocols identified in inspector training and for the purposes of: (a) enabling the performance and outcome of the program to be assessed; and (b) supporting any enforcement activity that may occur.

2. **FEES FOR SERVICES AND REIMBURSEMENT**

a. CLFLWD will reimburse Chisago County in an amount not to exceed $35,000 for those costs incurred by Chisago County for employing watercraft inspectors at an hourly rate of up to $23.50 per hour for Level 1 and Level 2 inspections.

b. Chisago County and CLFLWD each will bear its own administrative costs.

c. Chisago County will submit a reimbursement request to CLFLWD at mid-season and end of year for watercraft inspector wages and direct costs. Mileage will be reimbursed at the current IRS rate per mile. CLFLWD will pay Chisago County within 30 days of receiving a reimbursement request. Direct costs must be approved by CLFLWD and may include items such as uniforms or equipment purchases. The parties will agree on the disposition of any property purchased with funds provided under this Agreement.

3. **CHISAGO COUNTY FUNDING FOR CLFLWD INSPECTORS**. Independent of sections 1-2, above, Chisago County will fund the CLFLWD in the amount of $5,000 for CLFLWD inspections at the Comfort Lake access during the term of this agreement. County payment will occur within 30 days of a CLFLWD written request for payment documenting CLFLWD has provided at least 250 inspection hours on Comfort Lake access.

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4. CONTRACT TERM. The term of this agreement shall commence upon final signature and continue in full force and effect until the scope of service has been completed, or December 31, 2025, or the contract is terminated as provided herein, whichever occurs first. By December 31, 2025, Chisago County will report to CLFLWD on the inspection program. The parties will coordinate informally to determine the most useful framework and content of the report.

5. TERMINATION OF CONTRACT. The parties agree that this contract will not be terminated until the services are provided herein, unless there is a substantial failure to perform the duties herein. Termination for this reason requires 30 days' written notice, during which the parties will cooperate to identify and seek to resolve the performance issue.

6. WATERCRAFT INSPECTORS. Watercraft Inspectors referenced in section 1, above, are employees of Chisago County and shall at all times herein be considered Chisago County employees. These inspectors shall be subject to the personnel and other policies of Chisago County. CLFLWD shall not have authority to direct these inspectors.

7. INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its board members and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereby sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement constitutes: (a) agreement by either party to be responsible for the acts or omissions of the other party within the meaning of Minnesota Statutes §471.59, subdivision 1a; or (b) a waiver in part or whole of any immunity, defense or liability limit applicable to either party under law.

8. INSURANCE. In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability coverage limits not less than those prescribed under Minn. Stat. §466.04; and Workers Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

9. ASSIGNMENT. Neither Chisago County nor CLFLWD may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the written consent of the other, which consent shall not be unreasonably withheld.

10. NON-WAIVER AND CUMULATION OF REMEDIES. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at low or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a

Approved to Form-

continuing waiver, but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.

11. DATA PRIVACY. Chisago County and CLFLWD agree to abide by the applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

12. RECORDS RETENTION AND AVAILABILITY/AUDIT. Chisago County and CLFLWD shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Chisago County, CLFLWD, and the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute §16C.05, subd. 5. The records may also be subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.

13. ENTIRE AGREEMENT. This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.

14. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

15. AMENDMENTS. This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.

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IN WITNESS WHEREOF, Chisago County and CLFLWD have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

Approved at the Chisago County Board meeting this ____ day of _____, 2025.

By
_____
Chair of Chisago County Board

Date:

Attest by
_____
Clerk of Chisago County Board

Approved at the Comfort Lake Forest Lake Watershed District meeting this ___ day of February, 2025.

By _____
President of Comfort Lake-Forest Lake Watershed District

Date:

Approved as to form and execution:

JANET REITER, CHISAGO COUNTY ATTORNEY

BY: _____
Jeffrey B. Fuge, Assistant County Attorney
Dated:

Approved as to form and execution:

_____

Attorney for
Comfort Lake-Forest Lake Watershed
Dated: _____

Approved to Form-

PERSONNEL REQUISITION

Date prepared: February 25, 2025

Position to be filled: Watercraft Inspector Level 2	No. Requesting: the equivalent of 2 positions at 20 hours per week minimum, up to 40 hours per week = 960 hours	Date to be filled: April 30, 2025

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position

☐ Replacement For Whom?

Hours of Work: daylight – 7 days a week	Hours per Week: 20 hours per week minimum, up to 40 hours per week	Grade Level:	Max Start Salary: $19.00/hour

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Assist watercraft users with decontamination of their watercraft.
3. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
4. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
   a. Graduation from high school or equivalent
   b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
   c. One-year experience as a watercraft inspector.
   d. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
   e. Computer/word processing skills.
2. Knowledge, skills and abilities
   a. Excellent verbal communication skills.
   b. Sound understanding of customer relations.
   c. Ability to coordinate multiple tasks within a professional setting.
   d. Ability to work independently with minimal supervision.
   e. Sense of humor.

f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

☐ Internal only	**Merit System**
☒ Internal & External	☐ County Promotional
☒ Local Newspapers	☐ State Promotional
☐ Minneapolis Sunday	☐ County Competitive
☐ St. Paul Sunday	☐ State Competitive

Requested by & date: Kurt Schneider, February 25, 2025

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level: **Step Level:** **Starting Salary:**

Start date:

Comments:

POSITION: Watercraft Inspector Level 2 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$12,160 per employee equivalent X 1.5 = $18,240

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 2 = $600	Details: Tablet to record survey data at access
☒	Other:	$400 X 2 = $800	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 2 = $1,400	

TOTAL COSTS:
$13,560 per employee equivalent X 2 = $27,120

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

TOTAL INCOME: $_____

This space is reserved for Human Resources comments:

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial:_____

PERSONNEL REQUISITION

Date prepared: February 25, 2025

Position to be filled: Watercraft Inspector Level 1	No. Requesting: the equivalent of 2 positions at 40 hours per week minimum = 1,200 hours	Date to be filled: April 30, 2025

Justification: ☒ Temporary Seasonal Positions ☐ Increased workload ☐ New Position ☐ Replacement For Whom?

Hours of Work: daylight – 7 days a week	Hours per Week: 40 hours per week minimum.	Grade Level:	Max Start Salary: $16.50/hour. The hourly wage increases to $17.00 per hour if a Watercraft Inspector has worked for two or more years/seasons; and increases to $17.50 if a Watercraft Inspector has worked for five or more years/seasons.

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
3. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
   a. Graduation from high school or equivalent
   b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
   c. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
   d. Computer/word processing skills.
2. Knowledge, skills and abilities
   a. Excellent verbal communication skills.
   b. Sound understanding of customer relations.
   c. Ability to coordinate multiple tasks within a professional setting.
   d. Ability to work independently with minimal supervision.

e. Sense of humor.
f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

☐ Internal only	**Merit System**
☒ Internal & External	☐ County Promotional
☒ Local Newspapers	☐ State Promotional
☐ Minneapolis Sunday	☐ County Competitive
☐ St. Paul Sunday	☐ State Competitive

Requested by & date: Kurt Schneider, February 25, 2025

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level: **Step Level:** **Starting Salary:**

Start date:

Comments:

POSITION: Watercraft Inspector Level 1 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$9,900 per employee equivalent X2 = $19,800

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 2 = $600	Details: Tablets to record survey data at accesses
☒	Other:	$400 X 2 = $800	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 2 = $1,400	

TOTAL COSTS:
$11,300 per employee equivalent X 2 = $22,600

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

TOTAL INCOME: $_____

This space is reserved for Human Resources comments:

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial:_____

PERSONNEL REQUISITION

Date prepared: February 25, 2025

Position to be filled: Watercraft Inspector Level 1	No. Requesting: the equivalent of 4 positions at 20 hours per week minimum, up to 40 hours per week = 2,400 hours	Date to be filled: April 30, 2025

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position ☐ Replacement For Whom?

Hours of Work: daylight – 7 days a week	Hours per Week: 20 hours per week minimum, up to 40 hours per week.	Grade Level:	Max Start Salary: $16.50/hour. The hourly wage increases to $17.00 per hour if a Watercraft Inspector has worked for two or more years/seasons; and increases to $17.50 if a Watercraft Inspector has worked for five or more years/seasons.

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
3. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
   a. Graduation from high school or equivalent
   b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
   c. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
   d. Computer/word processing skills.
2. Knowledge, skills and abilities
   a. Excellent verbal communication skills.
   b. Sound understanding of customer relations.
   c. Ability to coordinate multiple tasks within a professional setting.

d. Ability to work independently with minimal supervision.
e. Sense of humor.
f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

☐ Internal only	**Merit System**
☒ Internal & External	☐ County Promotional
☒ Local Newspapers	☐ State Promotional
☐ Minneapolis Sunday	☐ County Competitive
☐ St. Paul Sunday	☐ State Competitive

Requested by & date: Kurt Schneider, February 25, 2025

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level: **Step Level:** **Starting Salary:**

Start date:

Comments:

POSITION: Watercraft Inspector Level 1 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$9,900 per employee equivalent X 4 = $39,600

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 4 = $1,200	Details: Tablets to record survey data at accesses
☒	Other:	$400 X 4 = $1,600	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 4 = $2,800	

TOTAL COSTS:
$11,300 per employee equivalent X 4 = $45,200

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

This space is reserved for Human Resources comments:

TOTAL INCOME: $_____

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial:_____

MEMORANDUM OF UNDERSTANDING
BETWEEN
WILD RIVERS CONSERVANCY AND CHISAGO COUNTY

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by the Wild Rivers Conservancy, located at 1015 N Cascade Street, PO Box 938, Osceola, WI 54020, and Chisago County, located at 313 North Main Street, Center City, MN 55012, for implementation of an Aquatic Invasive Species (AIS) Strategic Plan for the St. Croix Basin, consistent with and pursuant to the following terms:

DELIVERABLES:

The Wild Rivers Conservancy will provide personnel and equipment to:

1. Coordinate among St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
2. Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival.
3. Coordinate and conduct zebra mussel veliger sampling on approximately nineteen Chisago County lakes/sites. (Specific lakes to be determined.)
4. Coordinate and conduct Spiny water flea tows on approximately nineteen Chisago County lakes/sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be determined.)
5. Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2025. We aim to reach 20 volunteers while visiting lakes determined by the MAISRC.
6. Coordinate and organize a 2025 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
7. Host at least one regional workshop in Chisago County in the spring of 2025, gathering citizen scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area. Previous workshop topics have been on Zebra mussels, Eurasian watermilfoil and invasive Phragmites.

Chisago County will:

1. Fully engage in the AIS Strategic Planning and implementation process and provide information as requested to complete and implement the AIS Strategic Plan.
2. Participate in the review and implementation of the AIS Strategic Plan.
3. Upon satisfactory completion of work, pay the Wild Rivers Conservancy limit not to exceed $9,440 during the Memorandum of Understanding period.

TERM OF CONTRACT:
The terms of this Memorandum of Understanding shall be from January 1, 2025 through December 31, 2025 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

TERMINATION OF CONTRACT: Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

1. Termination by either party shall require at least 30 days written notice to the other party to the Agreement.
2. Wild Rivers Conservancy will provide true and correct copies (including paper, electronic, photo, and digital) of all pertinent working and archived files in the possession of Wild Rivers Conservancy to the County within 30 days after termination of the agreement.

AUTHORIZED REPRESENTATIVE: In order to facilitate communication necessary to carry out the work contemplated in this Memorandum of Understanding, the Parties designate the following authorized representatives, respectively:

Wild Rivers Conservancy:

Matt Poppleton
Executive Director
Wild Rivers Conservancy
1015 N Cascade Street
PO Box 938
Osceola, WI 54020
715-483-3300
mpoppleton@wildriversconservancy.org

Chisago County:

Susanna Wilson Witkowski
Chisago County Water Resource Manager
Chisago County Government Center
313 North Main Street, Room 243
Center City, MN 55012
651-213-8380
susanna.wilson@chisagocountymn.gov

INDEMNIFICATION: Notwithstanding any other provisions to the contrary each Party to this agreement agrees to be responsible for its own acts and omissions for any activity under this agreement. Each agrees to defend, indemnify and hold harmless, the other and its officers, employees and agents for any and all claims arising out of activities related to the service provided under this agreement.

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators.

DATA PRIVACY: All data collected, created, received, or used for any purposes in the course of SCRA's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. The contractor agrees to abide by these statutes, rules and regulations as in effect and as amended.

RECORD DISCLOSURES/MONITORING: Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Wild Rivers Conservancy relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate. Wild Rivers Conservancy agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

COMPLIANCE WITH LAW: Wild Rivers Conservancy shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

INDEPENDENT CONTRACTOR: Parties agree that Wild Rivers Conservancy is acting as an independent contractor under this agreement.

SUBCONTRACTING AND ASSIGNMENT: Wild Rivers Conservancy shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, Wild Rivers Conservancy is responsible for the performance of all subcontractors.

CHISAGO COUNTY:

By: _____
Dan Dahlberg, Chairman Date
Chisago County Board of Commissioners

Witnessed: _____
Clerk to the Board Date

WILD RIVERS CONSERVANCY

By: _____
Chair, Wild Rivers Conservancy Date

Reviewed: _____
Witnessed: Executive Director Date

REVIEWED AS TO FORM:

_____
Jeffrey B. Fuge Date
Assistant County Attorney
Chisago County Attorney's Office

WILD RIVERS
ST. CROIX CONSERVANCY NAMEKAGON

February 7, 2025

Susanna Wilson Witkowski
Water Resource Manager
Chisago County
313 North Main Street
Center City, MN 55012

Dear Ms. Wilson Witkowski:

The Wild Rivers Conservancy of the St. Croix and Namekagon would like to offer our services for aquatic invasive species (AIS) prevention and planning. The Conservancy is working to implement a watershed-wide AIS Strategic Plan addressing AIS threats in the St. Croix River watershed. We believe it is critical to look at the watershed as a whole, and seek your support to ensure that complementary efforts for AIS prevention and management, as identified in the plan, are carried out in Chisago County.

Our previous efforts have demonstrated the need for continued coordinated efforts to address the impacts of AIS. Looking ahead for 2025, The Conservancy proposes to perform the following scope of work:

- Coordinate with the St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
- Provide AIS information and outreach at targeted regional events including the annual Chisago County Water Festival.
- Coordinate and conduct zebra mussel veliger sampling on approximately 19 Chisago County lakes/sites. (Specific lakes to be mutually agreed upon).
- Coordinate and conduct spiny water flea tows on approximately 19 Chisago County lakes/sites in conjunction with zebra mussel veliger sampling. (Specific lakes to be mutually agreed upon).
- Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2025. We aim to reach 20 volunteers while visiting lakes determined by MAISRC.
- Coordinate and organize a 2025 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
- Host at least one regional workshop in Chisago County in the spring of 2025, gathering community scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area.

The Conservancy requests $9,440.00 from Chisago County to support and implement the above goals, strategies, and actions.

PO Box 655 | 230 S. Washington St, Unit 1 | St. Croix Falls, WI 54024
wildriversconservancy.org

Proposal Costs:

Activity	Activity Description	Total Cost	Chisago County AIS Funds Requested
General Support for Regional AIS Coordination	General coordination and inclusion in regional work, this includes the regional AIS workshop for 2025, Decontamination Blitz weekend and public outreach events.	**$15,000.00**	**$3,000.00**
Zebra Mussel Early Detection	$1,362 sample processing, shipping, and supply costs ($95/ sample for 5 additional lake sites *plus* shipping for 19 samples *and* personnel time to prepare and send out the samples) +$245 mileage (@ $0.70/mi for 350 miles total) $1,200 sampling time (1 sampler @$25/hr each for 48 hrs)	**$4,225.00**	**$2,800.00**
Spiny Water Flea Early Detection	Sample processing (19 samples @ $60/sample)	**$1,140.00**	**$1,140.00**
Starry Trek	Program coordination & hosting (50 hrs @ $50/hr)	**$2,500.00**	**$2,500.00**
TOTAL		**$22,865.00**	**$9,440.00**

Total Chisago Co. Funding Request: $9,440.00

Wild Rivers Conservancy's mission is to inspire stewardship to forever ensure the rare ecological integrity of the St. Croix and Namekagon Riverway. As the non-profit partner for the Riverway, we work with the National Park Service to support Riverway protection and enhancement, and provide opportunities for people to explore and discover the St. Croix and Namekagon Rivers. We prioritize conservation activities that improve water quality, protect and enhance land, and increase stewardship efforts. The Conservancy is the "go-to" group for addressing

WILD RIVERS
ST. CROIX CONSERVANCY NAMEKAGON

issues that affect the St. Croix watershed and this national park. This work aligns with our strategic goal to protect and enhance the natural resources and ecosystems in the St. Croix River watershed.

If you have any questions, please do not hesitate to contact me at (715) 483-3300 or mpoppleton@wildriverconservancy.org or Wild Rivers Conservancy Invasive Species Coordinator, Maria Young at myoung@wildriversconservancy.org

Sincerely,

Matt Poppleton

Matt Poppleton, Executive Director

PO Box 655 | 230 S. Washington St, Unit 1 | St. Croix Falls, WI 54024
wildriversconservancy.org

AGREEMENT BETWEEN
EMMONS & OLIVIER RESOURCES, INC. AND CHISAGO COUNTY

THIS AGREEMENT is made and entered into by Emmons & Olivier Resources, Inc., hereinafter referred to as "EOR", located at 1919 University Ave. West, Ste 300, St. Paul, Mn 55104, and Chisago County, located at 313 North Main Street, Center City, 55012, for implementation of 2025 Point-Intercept Surveys for Chisago County.

DEFINITION:

Aquatic Macrophyte Point Intercept Survey means the process of collecting data through field surveys and sampling of the population of aquatic plants that are present in or near bodies of water, whether emergent, submergent or floating, for the purpose of developing maps and other resources used for aquatic plant management and planning.

DELIVERABLES:

EOR will provide personnel and equipment to:

1. Conduct an aquatic macrophyte point-intercept survey for West Rush Lake in Chisago County in 2025.
2. Develop maps in GIS and provide a summary memo describing the distribution, density and floristic quality of the aquatic plant community for West Rush Lake in Chisago County in 2025.
3. Develop an interactive web map of 2025 aquatic macrophyte point-intercept survey data for West Rush in Chisago County.
4. Develop a PowerPoint presentation to present survey results to the Chisago County Water Plan Policy Team.

This work performed and the maps and presentation developed will be consistent with the description provided in EOR Memo dated January 24, 2025, which is attached hereto as Exhibit A and incorporated herein.

Chisago County will:

1. Provide staff and use of the Chisago County water resources boat to assist with conducting an aquatic macrophyte point-intercept survey for West Rush Lake in 2025.
2. Pay a sum not to exceed $7,629.00 to EOR upon satisfactory completion of work during the contract period.

DURATION OF CONTRACT:
The terms of this Agreement shall be from January 1, 2025 through December 31, 2025 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

TERMINATION OF CONTRACT: Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

1. Termination by either party shall require at least 30 days written notice to the other party to the Agreement.
2. EOR will provide true and correct copies (including paper, electronic, photo, and digital) of all pertinent working and archived files in the possession of EOR to the County within 30 days after termination of the agreement.

AUTHORIZED REPRESENTATIVE: In order to facilitate communication necessary to carry out the work contemplated in this Agreement, the Parties designate the following authorized representatives, respectively:

Emmons & Olivier Resources, Inc.

Greg Graske
Water Resources Engineer
Emmons & Olivier Resources, Inc.
1919 University Ave. West, Ste 300
St. Paul, MN 55104
651-770-8448
ggraske@eorinc.com

Chisago County

Susanna Wilson Witkowski
Chisago County Water Resource Manager
Chisago County Government Center
313 North Main Street, Room 243
Center City, MN 55013
651-213-8380
susanna.wilson@chisagocounty.us

INDEMNIFICATION: Notwithstanding any other provisions to the contrary each Party to this agreement agrees to be responsible for its own acts and omissions for any activity under this agreement. Each agrees to defend, indemnify and hold harmless, the other and its officers, employees and agents for any and all claims arising out of activities related to the service provided under this agreement.

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators.

DATA PRIVACY: All data collected, created, received, or used for any purposes in the course of EOR's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. The contractor agrees to abide by these statutes, rules and regulations as in effect and as amended.

Our company is a collaborator with the University of Minnesota's aquatic plant survey database project. By default, survey data will be shared with the researchers and made available on a public database to inform management and monitor long-term trends. If you do not wish to share your survey data, please notify us in writing.

RECORD DISCLOSURES/MONITORING: Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of EOR relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate EOR agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

COMPLIANCE WITH LAW: EOR shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

INDEPENDENT CONTRACTOR: Parties agree that EOR is acting as an independent contractor under this agreement.

SUBCONTRACTING AND ASSIGNMENT: EOR. shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. EOR is responsible for the performance of all subcontractors.

CHISAGO COUNTY:

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

Witnessed: _____
Clerk to the Board Date

EMMONS & OLIVIER RESOURCES, INC.

By: _____
Emmons & Olivier Resources, Inc. Date

APPROVED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

By:_____

Jeffrey B. Fuge — Date
Assistant County Attorney

memo

Project Name |	2025 Chisago County Point-Intercept Surveys	**Date** |	1/24/2025
To / Contact info |	Susanna Wilson		
Cc / Contact info |			
From / Contact info |	Greg Graske, PE, Jimmy Marty		
Regarding |	West Rush Lake Point-Intercept Survey – Cost Estimate		

EOR was requested to provide an aquatic macrophyte point-intercept survey cost estimate for West Rush Lake for consideration by the County. An optional web mapping task is also provided. Costs for performing these surveys are described below.

Proposed Tasks & Assumptions

Surveys will be conducted in July/August to target peak aquatic plant diversity.

Task 1: West Rush Lake Aquatic Plant Point-Intercept Survey
West Rush Lake is approximately 1,579 acres, of which 862 acres are considered littoral. To estimate the effort needed to conduct the survey, EOR referenced level of effort for the 2018 point-intercept survey of West Rush Lake. The 2018 survey grid used a 100 x 100 meter grid with a total of 650 points, with vegetation present at 295 points. Based on this information, field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take 27 hours over three days. An additional 8 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee- 35 hours including report summary and mileage = $5,900
Assumptions: Two County staff members will assist with the survey and will provide a boat to conduct the work

Task 2: Web Mapping
EOR will create an interactive web map of 2025 aquatic macrophyte point-intercept survey data for West Rush Lake. The web map will include point data that users can click to view all species and vegetation densities observed at a given point. A link to the web map will be included in the 2025 summary memo. The link will be publicly accessible. Map presentation will use a similar style to the web map delivered in 2024.

Web maps will be hosted by EOR for 3-years free of charge. EOR incurs fees from a third party for hosting the web maps in the cloud. These fees are currently nominal for a project this size; however, it is unknown if this will change in the future. Ongoing maintenance costs will be reviewed after three years at which time EOR will determine if a pass-through fee will be required to maintain the site. Should a fee be required, the County will have the option to discontinue service to avoid paying the fee. Future requested revisions to the web maps will be billed at EOR's regular hourly rates.

EOR Fee-5 hours = $729

Task 3: Presentation of Findings
EOR will develop a PowerPoint presentation to present survey results to the County Water Plan Policy Team. Taks include presentation development, travel, and attendance at the Water Plan Policy Team meeting

EOR Fee – 6 hours include milage = $1,000

Chisago County Request for Board Action

Meeting Date: March 5, 2025	***Item Number:*** 20*****
Title of Item for Consideration: Lease for Lawful Gambling Activity – Goose Lake Association	
Action Requested by: Bridgitte Konrad, County AUD-TRES	***Department:*** Auditor's Office
Previous Action on this Matter: None.	

Background: The current application is from the Goose Lake Association, so that the applicants can conduct gambling at the Full Moon, located at 2425 Stark Road, Harris, MN 55032. The Goose Lake Association is a non-profit organization.

Attachment(s):

- LG215 Lease for Lawful Gambling Activity
- LG230 Application to Conduct Off-Site Gambling

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Goose Lake Association's application to conduct gambling at the Full Moon, located at 2425 Stark Road, Harris, MN 55032. The recommended motion is as follows:

"Move to approve the Goose Lake Association's application to conduct lawful gambling activity at the Full Moon, located at 2425 Stark Road, Harris, MN 55032."

Implications of Action: Approving tonight's action would allow the Goose Lake Association to raise money for its non-profit organization and its activities at the Full Moon in Harris, MN.

Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay ____	Abstain ____

MINNESOTA LAWFUL GAMBLING

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: Goose Lake Association	License/Site Number: [redacted]	Daytime Phone: [redacted]	
Address: P.O. Box 221	City: Harris	State: MN	Zip: 55032
Name of Leased Premises: Full Moon	Street Address: 2425 Stark Road		
City: Harris	State: MN	Zip: 55032	Daytime Phone: [redacted]
Name of Legal Owner: Ruth Dauffenbach-Kotrba	Business/Street Address: 2425 Stark Rd		
City: Harris	State: MN	Zip: 55032	Daytime Phone: [redacted]
Name of Lessor **(if same as legal owner, write "SAME")**: SAME	Address:		
City:	State:	Zip:	Daytime Phone:

Check applicable item:

☒ **New or amended lease**. Effective date: 4/1/25. Submit changes at least ten days **before** the effective date of the change.

☐ **New owner**. Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- ☒ Pull-Tabs (paper)
- ☐ Pull-Tabs (paper) with dispensing device
- ☒ Bar Bingo ☐ Bingo
- ☐ Tipboards
- ☒ Paddlewheel ☐ Paddlewheel with table
- ☒ Electronic Pull-Tabs
- ☒ Electronic Linked Bingo

Electronic games may only be conducted:

1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed $1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: _____ %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.

  - OR -

- Rate to be paid: $ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
  - ⇒ **Rent may not be paid for bar bingo.**
  - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 90 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Goose Lake Association to provide all starting bank and equipment.

Signature of Lessor:	Date:	Signature of Organization Official (Lessee):	Date:
Ruth Dauffenbach-Kohne	2/22-25		3/3/2025
Print Name and Title of Lessor:		**Print Name and Title of Lessee:**	
Ruth Dauffenbach-Kohne owner		Spencer Richards - President	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

MINNESOTA LAWFUL GAMBLING

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Goose Lake Association License Number: [redacted]

Address: PO Box 221 City: Harris, MN Zip: 55032

Chief Executive Officer (CEO) Name: Spencer Richards Daytime Phone [redacted]

Gambling Manager Name: Miles Prasnicki Daytime Phone: [redacted]

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 3/7/25 to 4/1/25

Check the type of games that will be conducted:

☐ Raffle ☒ Pull-Tabs ☐ Bingo ☐ Tipboards ☒ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Full Moon

Street address and City (or township): 2425 Stark Road Harris, MN. Zip: 55032 County: Chisago

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐ **Yes** If yes, a lease is not required.

☒ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: $_____ (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

20% of pull tab of gross profits.

Lessor's Signature: Ruth Dauffenbach-Korba Date: 3-3-25

Print Lessor's Name: Ruth-Dauffenbach-Korba owner

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel:	Signature of County Personnel:
_____	_____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ **Complete below only if required by the county.** On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

_____ 3/3/2025

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

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

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

MICA WEEKLY LEGISLATIVE UPDATE

CORR.

February 24, 2025 Issue No. 7

Anoka | Benton | Blue Earth | Carver | Chisago | Crow Wing | Dakota | Olmsted | Otter Tail | Rice | St. Louis | Scott | Sherburne | Stearns | Washington | Winona | Wright

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HEADLINES

House moves its first bill to the floor this year

The House moved HF20 authored by Rep. Harry Niska (R-Ramsey) which would narrow the scope of attorney general's office data that is classified as private, making more the data public by default. Since the House Republicans only have 67 members and no DFLers voted for the bill, it failed to advance 66-66. In a bit of legislative maneuvering that we will likely see repeated in the coming weeks, Rep. Niska changed his vote to a no at the last second so the Republicans could vote to reconsider and then lay the bill on the table so that it still has a chance to move forward at some point in the future.

Governor's Budget hearings draw attention

In committee hearings this week a lot of attention was paid to the Governor's budget and the effect it would have on counties. Senate Human Services heard a walkthrough of the recommendations and spent a whole day on public testimony later in the week, with MICA members testifying with concerns and getting a positive reception from both DFL and Republican members on the committee. MICA Executive Director Nathan Jesson presented with the Association of Minnesota Counties to the House Tax Committee, outlining the work that counties do in the property tax system and highlighting the impact shifts in the Governor's budget would have on property taxes across the state. You can read more about both hearings in the sections below.

Republican Senators Hold Press Conference Highlighting Property Tax Shift in Governor's Budget

Senator Jordan Rasmusson (R-Fergus Falls) and Senator Glenn Gruenhagen (R-Glencoe) held a press conference with numerous county commissioners that discussed the impact the cost shifts would have on them locally. Commissioner Dave Beer from Scott County expressed concerns that continuing to push unfunded mandates down to the county was unsustainable and how the full impact would increase their property tax levy by 5% or be forced to cut essential services. Commissioner Kurt Mortensen from Otter Tail County talked about how the cost shifts would be $1.8 million per year and grow from there in Otter Tail County.

News and Notes:

- **Senate Republicans file ethics complaint against Sen. Nicole Mitchell:** On Tuesday Senate Minority Leader Mark Johnson (R-East Grand Forks), Sen. Steve Drazkowski, (R-Mazeppa), and Sen. Eric Lucero (R-Saint Michael) released an amended ethics complaint against Sen. Nicole Mitchell (DFL-Woodbury), amending their previous ethics complaint to account for the recent added felony charge and a recent procedural vote she took which prevented a vote about her potential expulsion from moving forward.

- And now for something more fun: We know a staff member will be missed by the MICA community when we hear about their retirement party from a staff person in a different county. **Julie Sorrem**, long-time Risk manager for Washington County (and a steadfast part of the MICA Risk Managers committee) is retiring! A retirement celebration will be held on Wednesday, March 5th from 2:00-4:00p.m. at the Washington County Government Center-1st Floor Cafeteria, right inside the main doors.

TAX & FISCAL POLICY

LAST WEEK

House Tax Committee hears from MICA and AMC on role of counties and Governor's budget: On Thursday MICA Executive Director Nathan Jesson and Matt Hilgart from the Association of Minnesota Counties presented to the House Committee on Taxes on the role counties play in property taxes, how decisions made at the legislature impact property taxpayers, and the impact of how the Governor's budget recommendations would increase property taxes across the state. Non-partisan staff also included a projection of 2026 county program aid. Rep. Liz Lee (DFL-Saint Paul) said she thought indexing County Program Aid to inflation would help address some of the budgeting issues that counties are facing. There was also discussion of the impact of the African American Family Preservation Act and how much it would cost to fund that law change at the local level from 2024, and the challenges that county employees face using antiquated technology within the social service system.

Commissioner Marquart presents Governor's Tax Budget Recommendations: Last Tuesday Commissioner Paul Marquart presented the Governor's tax budget recommendations to the House Tax Committee. While there is not yet language available for the bill, non-partisan staff did provide a fiscal analysis of the recommendations. The presentation did not cover cost shifts in the Governor's human services recommendations that have property tax implications. Much of the discussion focused on the Governor's proposal to expand the sales tax base to certain services and slightly reduce the rate. Some discussion about whether the expanded sales tax base would also apply to county and city local sales taxes occurred. The impact on local sales taxes is their rate would remain the same but apply to the expanded list of services. Rep. Patti Anderson (R-Dellwood) asked for the total impact to taxpayers that isn't just general fund specific. Most of the concerns raised were about certain banking services being taxed which are currently exempt. Rep. Wayne Johnson (R-Cottage Grove) raised concerns about the proposed repeal of the local government cannabis aid as unfunded mandates from the state have increased. The committee did not take testimony on the recommendations but will when it hears the formal language in the coming weeks.

Bill Introductions of Interest

- HF805 (Youakim) Property tax refund program established for child care providers that rent a child care facility
- HF1066 (Reyer) Appropriation for soil and water conservation district aid increased to $20 million per year
- HF1248 (Norris) Sales and use tax exemption provisions modified for construction materials purchased by certain contractors
- HF1297 (Roach) Property tax market value exclusion increased for veterans with a disability
- SF1634 (Hauschild) Child care providers property tax refund program for those that rent a child care facility establishment and appropriation
- SF1724 (Putnam) Exemption provisions modification for construction materials by certain contractors

THIS WEEK

Most notably this week the Senate is hearing the local sales tax general authority to go directly to the voters on Wednesday. That's the same bill that Senator Rest held working group meetings over the interim to discuss. The House Committee on taxes has not yet posted its hearings for Wednesday or Thursday but is expected to meet at its normal 10:15 time on both days, likely hearing the same data center exemption bill that is being heard on Tuesday in the Senate.

House Ways and Means Committee

Monday, February 24

- HF3 (Nash) Legislative auditor required to submit a report to the legislature related to an agency's implementation of internal control or fiscal management recommendations, and money appropriated.
- Presentation from House non-partisan staff and Minnesota Management and Budget on the issue and impact of estimates of discretionary inflation on the biennial budget.

House Committee on Taxes

Tuesday, February 25

- HF4 (Johnson, W) - Portion of projected budget surplus required to be returned to state taxpayers, and constitutional amendment proposed.
- HF173 (Robbins) - Income and corporate franchise tax; research credit modified.

Senate Tax Committee

Tuesday, February 25

- SF769 (Hauschild) Certain data centers tax exemption modification

Wednesday, February 26

- SF375 (Rest) Authority and requirements modification for local sales and use taxes. Allowing cities and counties to go directly to a voter referendum for a general local sales tax for certain projects without requiring legislative approval.
- SF44 (Rest) Vendor allowance provision

Thursday, February 27

- SF1312 (Rest) Increase for the credit for sustainable aviation fuel

TRANSPORTATION / BONDING

LAST WEEK

House Transportation Committee Contemplates Increasing Fees on EVs

On Monday, the House Transportation Committee heard HF189 (Zeleznikar), which raises the surcharge on all-electric vehicles and creates surcharges for plug-in hybrid cars and electric motorcycles. As these vehicles pay reduced or even no fuel taxes, Rep. Zeleznikar argued it's important to add an annual surcharge to them that will compensate for the lost revenues to the HUTDF. Rep. Larry Kraft (DFL-St. Louis Park) is concerned about increasing fees on electric vehicles since they provide other benefits, liked improved air quality and reduced greenhouse gases, that aren't reflected in the transportation budget. He offered what he deemed a compromise amendment which would increase the surcharges on EVs and hybrids, but at a lower amount, and dedicate the proceeds to the greenhouse gas mitigation account that was created last year. The amendment failed on a party-line vote, and HF189 was laid over for possible inclusion in an omnibus bill.

The committee also heard HF185 (Koegel), which creates a resilient pavement program for certain trunk highway projects. Endorsed by the Concrete Paving Association of Minnesota, the bill provides supplemental funding to allow an existing trunk highway project to be revised with a longer pavement design life. Dan Labo of the Association provided examples of projects where using concrete has increased a highway project's budget by 1-3% but lengthens the lifespan of the project by 20-30 years, providing a much greater return on investment. The concept was lauded by both Democrats and Republicans on the committee and laid over for possible inclusion in an omnibus bill. However, since the bill appropriates $150 million from the general fund to pay for the program, it's unlikely to be incorporated due to the state's budget situation.

Deputy Registrars Could See Filing Fee Increases

On Wednesday, the Senate Transportation Committee heard a suite of bills that would increase filing fees and revenue sharing for Deputy Registrars, which have been struggling since the MNLARS debacle and the advent of more online transactions which siphon their business away. SF1164 (Jasinski) would redistribute the filing fees collected for online and mail transactions, giving deputy registrars a 50% split. The Director of Driver and Vehicles Services testified against the bill since the Deputy Registrars do not perform these transactions. SF1165 (Jasinski) creates a mechanism for Deputy Registrars to be compensated for no-fee transactions, like a customer's change of address. The Department is supportive of this concept, as it is also part of Governor Walz's budget recommendations. Both bills had a warm reception from committee members and were laid over for possible inclusion in an omnibus bill.

Bill Introductions of Interest

- HF983 (Olson): Providing one-time funding and creating an ongoing base appropriation for the Local Government Road Wetland Replacement Program.
- HF1023 (Koegel)/SF1362 (Dibble): $153 million provided for the state match for IIJA projects.
- HF1264 (Joy): Increasing the gross vehicle weight limit of commercial vehicles to 108,000-pounds.

To see a list of all the transportation bills MICA is tracking, click here.

THIS WEEK

There aren't any bills scheduled related to MICA priorities. On Monday, the House Transportation Committee will continue its assault on passenger rail, as two bills to terminate the Northstar Commuter Rail line are heard. In the Senate, the Transportation Committee is holding "show and tell" day for local transportation project bills.

HEALTH AND HUMAN SERVICES

On Wednesday, the Senate Human Services Committee gave an entire hour to county leaders regarding the Governor's budget. Human Services experts Stacy Hennen (Director of Human Services at Western Prairie Human Services and Traverse County) and Katy Molinare (Ramsey County Human Services) testified through the lens of the clients that counties serve in various programs - which are dictated by the State. **Otter Tail County Administrator Nicole Hansen** also testified, indicating that the shifts will lead to extreme property tax increases. **Anoka County Commissioner Julie Jepson** reminded the members that county-delivered human services are mandated by the State. She suggested efficiencies that would make government work better, including streamlined MnCHOICES reassessments and investments in technology. All county leaders made the pitch that it is essential that counties be at the table as the Legislature grapples with the projected deficit.

FRAUD PREVENTION

The Legislature continues to make fraud prevention a priority of the session:

House Fraud Prevention and State Agency Oversight Policy: On Monday, the Office of Grants Management (OGM), housed within the Department of Administration, provided an overview regarding its oversight of state grants. Improvements have been made, resulting in:

- Strengthening its grant oversight authority
- The authority to suspend or debar grantees for 3 years
- The ability to authorize an audit of any grant
- The authority to terminate any grant if "not in the best interests of the state"

HF1 (Anderson, Patti) **would establish an Office of the Inspector General in the legislative branch to be overseen by the nonpartisan Legislative Audit Commission**. Its charge would be to "investigate and combat fraud, waste, and abuse in state government." The bill was heard in two committees this week:

- **House State Government:** On Tuesday, in a letter to the committee, MMB Commissioner Erin Campbell illustrated concerns with the bill, indicating that "no other state has an inspector general with executive branch oversight responsibilities appointed by a legislative entity, and the change would inappropriately be a legislative role with executive function."
- While Rep. Anderson acknowledged that the bill remains a work in progress, it did pass on a split voice vote and was **referred to the House Human Services Committee, which heard the bill on Thursday**. The committee passed the bill and referred it to House Education Finance where it will be heard this week.

Senate State and Local Government: Also on Tuesday, the Senate State and Local Government Committee received an informational presentation on the Governor's Anti-Fraud Package. Presenters included Minnesota Management & Budget Commissioner Erin Campbell; Bureau of Criminal Apprehension Superintendent Drew Evans; **Department of Human Services Temporary Commissioner Shireen Gandhi;** Minnesota IT Services Commissioner Tarek Tomes; Department of Education Commissioner Willie Jett; and Department of Administration Deputy Commissioner Stacie Christensen.

A comprehensive approach will be necessary to strengthen the state's ability to detect, prevent and address fraud, waste, and abuse in human services. Proposals include:

- Increased capacity for program integrity operations to increase capacity for investigations

- Pre-payment review of claims
- Expanded authority for data sharing
- Expanded authority for payment withholds, program suspension, and background study disqualifications
- Adding EIDBI provisional licensure and maltreatment investigatory authority
- Modifying billing practices for substance use disorder treatment

LAST WEEK

MONDAY

Senate Human Services Committee: MMB and DHS provided an overview of the Governor's budget. Chair John Hoffman voiced his displeasure that, while Human Services represents 25% of the state budget, the Governor's cuts to human services represent 65%. Several members indicated that they have heard from their counties regarding the dramatic cost shifts, including Senators Abeler, Rasmusson, Utke, and Gruenhagen.

Human_20250217_DHS_Presentation-Governors-Budget.pdf; **note slide 4, which reflects $1.6 billion in cuts over the next two biennia.**

Governor's Budget:
Human_20250217_Human-Services.pdf
Human_20250217_Direct-Care-And-Treatment.pdf

TUESDAY

Senate Health and Human Services: SF446 (Rasmusson), proposed by the Association of Residential Resources in Minnesota (ARRM), would modify home and community-based services standards for out-of-home respite services for children:

- Requires a license holder with a home and community-based services license providing out-of-home respite services for children to do so only in a licensed setting unless exempt.
- Specifies when a license holder may provide out-of-home respite services for children in an unlicensed residential setting by clarifying that the exemption from the requirement that respite for children be provided in a licensed setting does not apply to respite provided to children in foster care; requiring that all employees have completed a background study; the setting must be approved by the recipient's case manager and legal representative; all service recipients in the setting must be under the age of 22; and the provider's license has been in good standing for the previous 24 months.

The bill passed and was referred back to the Human Services Committee.

House Children and Families: Several child care licensing bills were advanced:

- HF633 (Nadeau) would alleviate the financial burden for licensed in-home child care providers by establishing a 50% market value exclusion for in-home family day care or group family day care providers. The bill passed on a voice vote and was referred to the House Taxes Committee.
- Both of the following bills were laid over for possible inclusion in the committee's omnibus bill:
    - HF656 (Zeleznikar) would allow variances to licensed capacity for child care centers.
    - HF655 (Zeleznikar) would exclude up to two of the caregiver's own children for the purposes of the licensed capacity.

House Education Policy: HF65 (Bennett). **In 2024, the Legislature added health education to the list of subjects in which state standards apply**. The law required the commissioner to develop the state standards and appropriated funding for rulemaking to adopt the standards. The standards are in the process of being developed and have not been finalized. **This proposal would repeal the requirement that the commissioner adopt state standards and maintain local standards.** The bill passed and was referred to the House Education Finance Committee on a voice vote.

WEDNESDAY

House Human Services: DHS updated the committee on legislative reports regarding the Program of All-Inclusive Care for the Elderly (PACE) and the Acute Care Transitions Advisory Task Force:

- **PACE:** The 2023 Legislature required DHS to collaborate with community partners to undertake an actuarial analysis of Medicaid costs for nursing home eligible beneficiaries for the purposes of establishing a monthly Medicaid capitation rate for PACE. It is an agreement between the federal government, the state, and the PACE organization and would begin at the state level with a State Plan Amendment (SPA).

PACE is a home- and community-based program for people who meet the following eligibility criteria:

- Age 55 or older
- Lives in the service area of a PACE center
- Meets skilled nursing facility (SNF) level of care
- Can safely live at home with PACE care at the time of enrollment

2025 DHS Pace Legislative Report
PACE Presentation

- **Goals of Acute Care Transitions:**
  - Support people of all ages to access the appropriate services in the community to facilitate a safe discharge and transition from an acute care setting.
  - Connect with the appropriate support to return home or a community-based setting when possible. Ensure access to the appropriate level of care to meet the person's needs.
  - Prevent possible readmission through continued transition planning and coordination post-discharge.

Action Plan:

- Improve regional capacity for acute care transitions, including examining the roles and experience of counties and Tribes in delivering services, and identifying any conflicting and duplicative roles and responsibilities among health and human services agencies, counties, and Tribes;
- Create a measurement and evaluation system as part of an overall statewide implementation science approach; and
- Design statewide strategies that focus on addressing geographic, racial, and ethnic disparities.

2025 DHS Acute Care Transitions Advisory Task Force Legislative Report
Acute Care Presentation

House Children and Families heard a DHS presentation regarding its child care licensing standards:

Licensing and Background Studies House Children & Families Presentation_February 2025 - Final.pdf

OLA Findings:

- County licensors generally agreed that DHS has provided effective support.

- Licensors reported favorable opinions of DHS' communication of licensing requirements.
- DHS made consistent efforts to inform and engage county licensors as it implemented changes to programs.

OLA Recommendations:

- DHS should provide written guidance that is easily accessible to all county licensors.
- DHS should: (1) establish timeframes for processing licensing actions that are uniform across programs with county-delegated licensing, and (2) ensure that it addresses all recommendations for licensing actions within those timeframes.

It was noted that, in June, some licensing functions will transfer from DHS to DCYF:

- Family child care licensing
- Child care center licensing
- Child care center certification
- Child foster care licensing
- Private child-placing agency licensing

There will be no change to which programs are directly licensed by the State of Minnesota and which programs are licensed by the counties.

THURSDAY

Senate Health and Human Services: SF942 (Kunesh) addresses "education neglect." The bill would mandate school attendance reporting to a local welfare agency; modify the habitual truant definition; and appropriate money for grants to fund child welfare response efforts. **County testimony came from Pace Educational Advocates, Olmsted County, as well as Michelle Miller, Wright County Health and Human Services.** The bill passed as amended and was referred to Judiciary.

SF-942-Bill-Summary-A-2.pdf

The committee then received an MDH presentation on Maternal and Infant Health. The report has several recommendations:

- Improve access to an availability of services throughout the pregnancy and postpartum stages
- Support statewide improvements for women who have substance use disorders or mental health conditions
- Develop standardization of referral network
- Improve the postpartum period by assuring that women have access to a care team no later than three weeks postpartum
- Address bias in systems perpetuating disparities for women and acknowledge historical trauma and racism and the impacts on women
- Fund community lead networks and support systems to provide culturally informed care

House Human Services:

- HF98 (Fischer): Representatives Peter Fischer and Dawn Gillman jointly presented the proposal that would modify supervision requirements for mental health case managers, case management associates, mental health behavioral aides, and mental health rehabilitation workers; exempt intensive residential treatment services (IRTS) and residential crisis stabilization services providers from aspects of the health care bill of rights; and specify client grievance rights in mental health settings. The bill would also modify the IRTS level of care assessment timeline and assertive community treatment (ACT) team requirements and team leader qualifications. The bill was laid over for possible omnibus bill inclusion.

Bill Introductions of Interest:

- SF1510 (Boldon) Cooperation requirement modification for applicants and recipients of medical assistance to identify potential liable third-party payers
- SF1547 (Kunesh) Office of the Foster Youth Ombudsperson appropriation
- SF1561 (Mann) Grant programs establishment for various purposes related to children's mental health
- SF1529 (Mathews) Discrimination against an individual's refusal of certain medical interventions for reasons of conscience, including religious convictions discrimination prohibition provision
- SF1599 (Wiklund) Emergency mental health services provisions modifications, mobile crisis intervention co-payments, coinsurance and deductibles elimination provision, and appropriation
- SF1648 (Gruenhagen) Medical assistance vendors background checks requirement provision and Department of Human Services and Department of Children, Youth, and Families fraud detection system establishment provision
- SF1682 (Maye Quade) **Child in need of protection or services definition modification to clarify when a child is considered to be without the special care made necessary by a physical, mental, or emotion condition provision**
- SF1688 (Seeberger) **Ambulance service grant programs and a rural emergency medical services uncompensated care pool payment program establishment**
- SF1725 (Hoffman) **Elderly waiver rates and nursing facility reimbursement rates modification**
- HF370 (Murphy) **Two-year income tax holiday established for direct support professionals**
- HF973 (Backer) **Emergency mental health services modified; co-payments, coinsurance, and deductibles for mobile crisis intervention eliminated; and money appropriated**
- HF1044 (Frederick) Occupational therapy services, occupational therapists, and occupational therapy assistants added to mental health uniform service standards, mental health services, and children's mental health grant
- HF1095 (Frederick) Commissioner of human services directed to authorize indirect billing for individualized home supports
- HF1144 (Fischer) Commissioner of human services directed to seek federal authority to provide supportive parenting services to people eligible for personal care assistance or community first services and supports, and commissioner directed to seek federal waivers
- HF1166 (Curran) Grant established to expand disability services technology and advocacy, reports required, and money appropriated
- HF1169 (Nelson) Commissioner of children, youth, and families directed to make **recommendations for paperwork reduction relating to child protection cases**
- HF1276 (Hicks) Northstar Care for Children benefits modified for children under the age of six and children transferred into Northstar Care for Children
- HF1300 (Roach) Commissioner of human services or commissioner of children, youth, and families prohibited from rescinding public assistance benefits due to vaccination statues
- HF1304 (Skraba) **Safe routes to school grant program funding** provided, bonds issued, and money appropriated
- HF1310 (Stephenson) Office of Cannabis Management included as an agency for the purpose of having a government-to-government relationship with Tribal governments

THIS WEEK

House Fraud Prevention and State Agency Oversight Policy

Monday, February 24

- Department of Human Services (**DHS) presentation regarding oversight of DHS-licensed daycare facilities that receive Child Care Assistance Program (CCAP) funding.**
  Department of Human Services - Fraud Prevention and Enforcement in Early Childhood Programs

House Ways & Means
Monday, February 24

- HF3 (Nash) Legislative auditor required to submit a report to the legislature related to an agency's implementation of internal control or fiscal management recommendations, and money appropriated.
  OLA: Evaluation and Special Review Recommendation Updates
- Presentation from House non-partisan staff and Minnesota Management and Budget on the issue and impact of estimates of discretionary inflation on the biennial budget.

Senate Judiciary and Public Safety
Monday, February 24

- SF856 (Gustafson) Office of the Inspector General creation and appropriation

House Health Finance and Policy
Monday, February 24

- HF337 (Zeleznikar) Ambulance operating deficit grant program established, account established, and reports required.
- HF36 (Huot) **Payment rates for nonemergency medical transportation increased.**
- HF93 (Backer) Ambulance service training and staffing grant program established, and money appropriated.
- HF94 (Backer) Reimbursement requirements for ambulance attendant education costs modified, and money appropriated.
- HF715 (Backer) **Ambulance services medical assistance payment rates increase provided.**

Senate Agriculture, Veterans, Broadband, and Rural Development
Monday, February 24

- Minnesota Department of Veterans Affairs Presentation on Suicide Prevention Efforts
- SF1706 (Kupec) Human services data and veterans data provisions modifications.

Senate Human Services
Monday, February 24

- SF1317 (Westlin) Service dog provisions modification in housing accommodations for persons with disabilities.
- SF815 (Fateh) Community first services and supports requirements for support workers to qualify for enhanced rate modifications.
- **Priority Admissions Review Panel Report Presentation**
  Human_20250224_Priority-Admissions-Review-Panel-Report.pdf

House Human Services Finance and Policy
Tuesday, February 25

- Presentation from the Department of Children and Families
- Presentation from Direct Care and Treatment

Senate Housing and Homelessness Prevention
Tuesday, February 25

- Presentation on the Task Force on Long-Term Sustainability of Affordable Housing
  Task-Force-on-Long-Term-Sustainability-of-Affordable-Housing-Report.pdf
  LCC-Affordable-Housing-Task-Force-Presentation-002.pdf

House Education Finance
Tuesday, February 25

- HF1 (Anderson, PE) Office of the Inspector General established, powers provided, duties specified, fraud reporting tools required, grant oversight duties and powers transferred, executive Offices of Inspector General modified or repealed, and money appropriated. (Pending Referral)

House Children and Families
Tuesday, February 25
- HF628 (Torkelson) Child care staff qualification, staff ratio, and group size licensing standards modified.
    - Maria Harms, Snug as a Bug Childcare, Owner and Operator
- HF1247 (Nadeau) Commissioner of children, youth, and families required to amend rules on teacher's aides.

House Education Policy
Tuesday, February 26
- HF62 (Keeler) References to statutes governing student attendance provided.
- HF1030 (Keeler) Student attendance reporting required.
- HF1053 (Bakeberg) Reenrollment after student withdrawal from school encouraged, and notification and resources required for the family of an unenrolled child.
- HF1054 (Bakeberg) Student attendance data reporting required in school performance reports.
- HFXXXX (Bakeberg) Modifying attendance reporting requirements. (Pending Introduction and Referral. Draft bill language)

House Human Services Finance and Policy
Wednesday, February 26
- HF729 (Noor) Medical assistance provisions modified relating to care evaluations, homemaker services rates, and home care.
- HF728 (Hicks) Out-of-home respite care for children services modified.

Senate Health and Human Services
Wednesday, February 26
- SF1402 (Wiklund) Medical assistance rate adjustments establishment for physician and professional services.
- SF1561 (Mann) Grant programs establishment for various purposes related to children's mental health.
- SF928 (Mann) Children's mental health programs modification and appropriation.
- SF477 (Boldon) Case management associate, mental health behavioral aide, and mental health rehabilitation worker supervision requirements modification.
- SF8 (Boldon) Medical assistance coverage provision of psychiatric Collaborative Care Model.

House Health Finance and Policy
Wednesday, February 26
- HF129 (Repinski) Director of child sex trafficking prevention required to submit a program evaluation each odd-numbered year to the legislature.
- HF958 (Nadeau) Medical assistance coverage of psychiatric Collaborative Care Model provided.
- HF953 (West) Hospitals and birth centers required to educate parents on recognizing physical abuse in infants.
- HF981 (Bierman) Opioid prevention and education funding provided, and money appropriated.

House Children and Families
Wednesday, February 26
- HFXXXX (Nash) relating to maltreatment, **modifying training requirements for mandatory reporters.**(Pending introduction and Referral. Draft bill language)

- HF1169 (Nelson) Commissioner of children, youth, and families directed to make recommendations for paperwork reduction relating to child protection cases.
- HF1276 (Hicks) **Northstar Care for Children** benefits modified for children under the age of six and children transferred into Northstar Care for Children.

House Education Policy
Wednesday, February 26

- HF15 (Engen) Student and staff safety measures required to be included in each school district's long-term facilities maintenance school facility plan, safe schools funding increased, school security systems grants created, and money appropriated.
- HF22 (Gillman) Parent's bill of rights created.

House Human Services Finance and Policy
Thursday, February 27

- HFxxxx (Schomacker) relating to human services; **modifying elderly waiver rates and nursing facility reimbursement rates** (Pending Introduction and Referral. Draft bill language)
- HF500 (Zeleznikar) Nursing Home Workforce Standards Board repealed.

ENVIRONMENT

LAST WEEK

It was a relatively quiet week in the Environment committees, with continued agency presentations and overviews. In Monday's **Senate Energy, Utilities, Environment and Climate committee** meeting, members heard a presentation from the Department of Commerce Commissioner Grace Arnold and Deputy Commissioner Pete Wyckoff on the agency's work in the energy space, the impact of federal funding uncertainty, and their 2026-27 budget request. Much of the Commerce Department's work has been focused on Minnesota's plan to move to 100% carbon-free electricity by 2040, and to reach net zero greenhouse gas emissions economy wide by 2050. In their planning, the department expects that energy produced through solar and wind will increase greatly by 2040, while nuclear and hydro will remain around the same. They emphasized that gas plants will remain for reliability, but coal and fuel capacity will be greatly diminished.

Will Seuffert, executive secretary and Mike Bull, deputy executive secretary of the Public Utilities Commission (PUC) also presented on their FY2026-27 budget requests and updates on implementation of legislation passed in 2023 and 2024, including permitting reform and the carbon-free standard.

Also on Monday, the **Senate Agriculture, Veterans, Broadband and Rural Development Committee** heard several presentations to understand the impact of federal funding cuts and freezes on state programs. First, the Minnesota Department of Agriculture (MDA) presented on a number of U.S. Department of Agriculture (USDA) and Environmental Protection Agency (EPA) programs they rely on, including for environment and conservation activities. At-risk grants relevant to MICA's environment priorities include:

- The Pesticide Performance Partnership Grant, which supports pesticide programs, groundwater and surface monitoring.
- $1.5 to $2 million per year in invasive species funding to support the spongy moth management program (USDA APHIS) and pay for detection work for agricultural invasives in specialty and commodity crops, outreach on invasive species and management research on newly arrived invasives.
- $200 million in Climate Pollution Reduction Grants (CPRG) to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution, including $9.8 million to the MDA for grants to producers in the Minnesota Agriculture Water Quality Certification Program (MAWQCP), $9.7 million for soil

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health equipment grants in the Soil Health Financial Assistance Program (SFHAP), and $500,000 for grants in the Continuous Living Cover Market Development Grants program.
- Nutrient Recovery and Anaerobic Digestion Project to support and develop a nutrient recovery industry in Minnesota that would produce domestic fertilizer, increase agricultural sustainability, and improve water quality.

Later on, the MPCA gave brief remarks on other federal programs that support state activities, including $13 million for efforts to reduce wasted food.

On Tuesday, the **House Environment and Natural Resources committee** heard agency overviews from the **Department of Natural Resources (DNR)** and **Board of Water and Soil Resources (BWSR)**. Rep. Peter Fischer (DFL-Maplewood) asked for updates related to groundwater management activities around the state. Rep. Leigh Finke (DFL-St. Paul) and Rep. Alex Falconer (DFL-Eden Prairie) both asked about funding for reforestation and tree planting, and the DNR noted that a bulk of the tree planting funds allocated in 2024 are currently on hold due to pending guidance from the Office of the Legislative Auditor (OLA) on criteria being used to prioritize funding for environmental justice areas. Rep. Isaac Shultz (R-Elmdale Township) asked about increased participation in Minnesota's Conservation Reserve Enhancement Program (CREP), which adds private wells protection practices, and the expansion area includes Benton and Sherburne Counties. Rep. Schultz's concern is that participation in this program might jeopardize the agricultural economy in his district.

On Thursday, the committee heard from **the Minnesota Pollution Control Agency (MPCA)**. Member questions touched on implementation of one-time funding allocated during the 2023 and 2024 legislative sessions, including $100 million for climate resiliency initiatives. Many DFL members also expressed concern about what will happen to Minnesota's environmental protection activities if there are major changes to federal funding available.

On the Senate side, the **Environment, Climate and Legacy Committee** heard an overview of the Clean Water Council's recommendations for FY2026-27 on Tuesday. Their full recommendations can be found here, as well as a support letter from The Nature Conservancy. As we get further into session, we will monitor the House and Senate proposals for spending Clean Water funds to ensure they closely align with the Clean Water Council's recommendations.

Bill introductions of interest:

- HF789 (Myers) Requirement for residents who do not recycle to pay for recycling services repealed. *Companion: SF1228*
- HF793 (Hollins) Certified salt applicator program established, liability limited, and report required. *Companion: SF492*
- HF821 (Jacob) Nitrate private well mitigation funding provided, and money appropriated. *Companion: SF1183*
- HF939 (Torkelson) Floodplain management funding provided, and money appropriated. *Companion: SF946*
- HF983 (Olson) Local road wetland replacement program funding provided, bonds issued, and money appropriated. *Companion: SF1535*
- SF1535 (Hawj) Local road wetland replacement program bond issuance and appropriation. *Companion: HF983*
- HF985 (Nelson) Soil health financial assistance program funding provided, and money appropriated. *Companion: SF882*
- HF1008 (Schultz) Public waters definition modified, and appropriation for public waters inventory eliminated. *Companion: SF1715*
- SF1715 (Weber) Public waters definition modification. *Companion: HF1008*
- HF1024 (McDonald) Animal feedlots defined. *Companion: SF514*
- HF1040 (Scott) Wind and solar infrastructure product stewardship program required, retail sales fee provided for wind and solar infrastructure, wind and solar energy infrastructure moratorium established in landfills, report required, and money appropriated.

- HF1078 (Hansen) Washington County; grant funding provided for county's wood waste and diseased tree utilization program, bonds issued, and money appropriated.
- HF1208 (Fischer) Permitting efficiency provisions modified.
- HF1209 (Fischer) Voluntary well water testing program funding provided, and money appropriated.
- SF1432 (Farnsworth) Biomass definition modification provision.
- SF1447 (Hoffman) Clean water and parks and trails fund appropriations.
- SF1575 (Kupec) Biofertilizer water preservation program establishment and appropriation.
- SF1598 (McEwen) Prohibition removal on banning merchant bags.
- SF1690 (Kupec) Stewardship program establishment for circuit boards, batteries, and electrical products.
- SF1736 (Kunesh) Clean Water Council structure and membership modification.

You can track all relevant environment bills here as they are introduced. If the bill has had a hearing, our team's notes on testimony and member discussion will be included.

THIS WEEK

House Energy

Tuesday, February 25

- HF249 (Igo) - Carbon-free definition amended.

House Environment and Natural Resources

Tuesday, February 25

- HF1120 (Myers) Keep it Clean program established, and money appropriated.
- HF1218 (Heintzeman) Funding from the environment and natural resources trust fund, prior appropriations modified, and money appropriated.

House Legacy Finance

Wednesday, February 26

- Parks and trails presentation from the Department of Natural Resources, Greater Minnesota Regional Parks and Trails Commission and Met Council Parks.

Senate Energy, Utilities, Environment and Climate

Wednesday, February 26

- Public Utilities Commission: Confirmation Hearing for Commissioner Audrey Partridge.
- Public Utilities Commission: Confirmation Hearing for Commissioner Hwikwon Ham.

Senate Environment, Climate and Legacy

Tuesday, February 25

- SF1375 (Kupec) River watch program appropriation.

Thursday, February 27

- Agenda TBD

Chisago County Board of Commissioners
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CORRECTIONS & PUBLIC SAFETY

LAST WEEK

Senate Judiciary and Public Safety Committee

Monday, February 17

- SF737 (Housley) Mandatory fines enactment for violations of the school bus stop arm law
- SF505 (Mohamed) Definition modification of investor seller

Wednesday, February 19

- **SF0472** (Kunesh) Office of Ombudsperson for American Indian Families court fee requirement exemption prevention
- **SF1119** (Maye Quade) Access prohibition to nudification technology

House Public Safety Finance and Policy Committee

Tuesday February 18

- HF341 (Heintzeman) Penalties enhanced and minimum fines established for repeat violations of driving without a valid license.
- HF750 (Robbins) Driver's license suspensions expanded to include all cases where a person is believed to have committed criminal vehicular homicide or criminal vehicular operation, and peace officers required to report all cases where a person is believed to have committed vehicular homicide or criminal vehicular operation.
- HF340 (Stier) Crime of fleeing peace officer in motor vehicle modified to add heightened penalty for fleeing in culpably negligent manner, crime of fleeing in motor vehicle and failing to obey certain traffic laws established, and expanded use of tracking devices authorized.
- HF491 (Hill) Law enforcement officers, firefighters, and emergency medical services personnel provided funding for mental health services and outdoor activities, and money appropriated.

Wednesday, February 19

- HF124 (Berg) Acceptance of certain gifts related to a line of duty death of a public safety officer allowed.
- HF541 (Stier) Reimbursement program established for use of force training, and money appropriated.
- HF962 (Novotny) Peace officers excluded from discipline for inclusion on Brady-Giglio lists, and report required.

Bill Introductions of Interest:

- **HF796** (Myers) A bill for an act relating to the legislature; requiring members of public safety policy and finance committees to participate in ride alongs with law enforcement or fire departments
- **HF809** (Engen) A bill for an act relating to public safety; prohibiting local governments from enacting policies refusing to enforce traffic regulations
- **HF810** (Engen) A bill for an act relating to public safety; increasing the criminal penalty for assaulting a firefighter, EMS personnel, or certain health care providers
- **HF861** (Schomacker) A bill for an act relating to public safety; appropriating money for public safety radio grants.
- **HF932** (Nash) A bill for an act relating to public safety; requiring that level III predatory offenders be subject to electronic surveillance while under community correctional supervision; appropriating money
- **HF962** (Novotny) A bill for an act relating to public safety; excluding peace officers from discipline for inclusion on Brady-Giglio lists; establishing a task force to examine Brady-Giglio lists; requiring a report
- **HF1082** (Moller) A bill for an act relating to public safety; appropriating money for grants to certain organizations providing direct services and advocacy for victims.
- **HF1094** (Hollins) A bill for an act relating to public safety; clarifying eligibility for certain expungements or resentencings involving past cannabis crimes

- **HF1188** (Robbins) A bill for an act relating to public safety; authorizing city attorneys to file delinquency petitions for offenses committed by a juvenile when a county attorney declines to file a petition; authorizing city attorneys to prosecute felony offenses and certain gross misdemeanor offenses when a county attorney declines to prosecute; authorizing city attorneys to issue administrative subpoenas in certain cases; making conforming changes
- **HF1117** (Duran) A bill for an act relating to public safety; prohibiting local units of government from disarming peace officers who are in good standing
- **HF1313** (Hussein) A bill for an act relating to public safety; authorizing local governmental units to prohibit or restrict the possession of dangerous weapons, ammunition, or explosives in local government-owned or leased buildings and land

THIS WEEK

Senate Judiciary and Public Safety Committee

Monday, February 24

- SF856 (Gustafson) Office of the Inspector General creation and appropriation

Wednesday, February 26

- SF325 (Koran) - Peace officer exclusion from discipline for inclusion on the Brady-Giglio lists; Brady-Giglio lists examination task force establishment *(Informational Only)*
- SF599 (Seeberger) - Brady-Giglio designation for peace officers provision *(Informational Only)*
- SF1813 (Westlin) - Brady-Giglio lists prosecuting agencies guidelines and process provision *(Informational Only)*

House Public Safety Finance and Policy Committee

Tuesday, February 25

- HF963 (Rarick) – Commissioner of corrections authorized to revoke earned incentive credits granted under Minnesota Rehabilitation and Reinvestment Act.
- HF533 (Bliss) – Earned incentive release credit exclusions expanded.
- HF435 (Franson) – Commissioner of corrections required to house only biological female inmates at the Minnesota Correctional Facility-Shakopee.

Wednesday, February 26

- HF924 (Nash) – Certain retired peace officers authorized to possess firearms in the Capitol complex.
- HF284 (Heintzeman) – Information collected and scope of background check conducted expanded for noncitizen permit to carry applicants.
- HF13 (Bliss) – Duty to retreat before using reasonable force in defense of self or others eliminated.

GENERAL GOVERNMENT & OTHER

LAST WEEK

House Workforce & Labor committee holds discussion with the Department of Employment & Economic Development (DEED) on implementation of Paid Leave law: On Wednesday Deputy Commissioner at DEED Evan Rowe and Greg Norfleet provided a program update to the Workforce & Labor committee on the implementation of the new Paid Leave program. The agency officials talked about the steps DEED has taken to reach out to employers on how to navigate the law and the timeline for the work ahead between now and the January 1, 2026 implementation start date. Chair Dave Baker (R-Willmar) asked questions about ensuring that employees couldn't double dip between unemployment insurance, paid leave, and earned sick and safe time. Rep. Ben Bakeberg (R-Jordan) raised concerns that many

employees won't realize that their pay is effectively reduced by the premium rate for the new program. DEED confirmed that the premium rate has not yet been finalized. The committee discussion will continue Tuesday, February 25.

Senate State & Local Government hears county and city cybersecurity grant program establishment: The Senate State & Local Government committee heard a bill from Sen. Melissa Wiklund (DFL-Bloomington) to establish a onetime $20 million competitive grant program through which counties and cities can obtain state money to fund specified cybersecurity hardware, software, and services. The committee adopted an amendment which would add townships with populations over 5,000 to the entities eligible to apply for the grants. The bill was laid over for possible inclusion in an omnibus bill.

Bill introductions of interest:

- SF1582 (Green) Local government noncompliance permission with unfunded mandates
- SF1662 (Westlin) Definition of lobbying, major decisions of nonelected local officials
- SF1714 (Johnson-Stewart) Public contracts payment transparency requirement provision.
- SF1831 (Kupec) County agricultural inspector grants appropriation
- HF900 (Knudsen) Authorizing counties not to expend funds, employees, or other resources for the purpose of enforcing any law that conflicts with federal law
- HF915 (Quam) Exempting local government employers with fewer than 50 employees from the Minnesota Paid Leave Law
- HF1057 (Anderson, P.H.) Employee definition modified for purposes of earned sick and safe time, exempting farms with five or fewer employees
- HF1109 (Roach) Prohibiting data centers in certain districts
- HF1236 (Quam) Public employment; removing authority for exclusive representatives to charge fair share fees
- HF1241 (Joy) Repealing the Minnesota Paid Leave Law
- HF1263 (Novotny) Repealing the Minnesota Paid Leave Law
- HF1325 (Schultz) Modifying earned sick and safe time, exempting small employers from certain requirements, imposing requirements on employees in order for them to access benefits

THIS WEEK

Very few committees have scheduled their standing committee times for Thursday, those are expected to become public soon.

House Elections Finance and Government Operations
Monday, February 24

- HF286 (Perryman) Local units of government authorized to conduct criminal background checks under certain circumstances

Wednesday, February 26

- HF977 (Freiberg) Money transferred to the voting operations, technology, and election resources account

House Workforce, Labor, and Economic Development Finance and Policy
Tuesday, February 25

- Conclusion of questions from overview by Dept. of Employment and Economic Development regarding paid leave program buildout

Senate Finance
Thursday, February 27

- Presentation from Minnesota Management and Budget on Federal Interactions with State Budget

COMBINED HEARING SCHEDULES

Next 7 Days Combined Hearing Schedule

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CHISAGO COUNTY

2024 Energy Production Tax Revenue Fact Sheet

LOCALLY-PRODUCED ENERGY SUPPORTS CHISAGO COUNTY

STATE RANK: 12/87

for revenue received

Total Production Tax Revenue

$338,460

Total Energy Produced

282,000 MWh

Total State Energy Produced

15.46 Million MWh

Enough to power 1.25 million homes.

Questions? *Contact*
ndull@landandlibertycoalition.com

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Minnesota Land & Liberty Coalition

Source: Minnesota Department of Revenue

Chisago County Board of Commissioners
March 5, 2025