COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Chase Burnham
County Administrator

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

REGULAR MEETING – Wednesday, May 19, 2021
County Board Room, Room 172
*****AMENDED*****

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

COVID-19 Update – Chisago County Public Health

Road & Bridge Committee of the Whole:
Discussion

1.) County Engineer's Report TAB 1

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

2.) RAISE Grant Support Letter – US Highway 8 TAB 2
~~3.) Concept Development Services Contract for I-35/CSAH 19 Interchange Project TAB 3~~
4.) Variance Request from State Aid Rules for CSAH 19 Project TAB 4

7:00 p.m. **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."

Board of Commissioners' Consent Agenda:

1.) R&B Committee Recommendation – County Engineer's Report TAB 1
2.) R&B Committee Recommendation – RAISE Grant Support Letter – US Highway 8 TAB 2
~~3.) R&B Committee Recommendation – Services Contract for I-35/CSAH 19 Interchange TAB 3~~
4.) R&B Committee Recommendation – Variance Request - State Aid Rules for CSAH 19 TAB 4
5.) Minutes from the May 5, 2021 Regular Meeting TAB 5
6.) Payment of County's Warrants and Miscellaneous Bills TAB 6
7.) Renewal of Liquor, Wine, Club or 3.2% Licenses TAB 7
8.) License App. for 1 Day to 4 Day Temporary On-Sale Liquor License – Threshing Show TAB 8
9.) *****Applications for Abatements (reduction) of Property Taxes***** TAB 9
10.) Classification and Appraisal of Tax Forfeited Land pursuant to MN Statutes 282.01 TAB 10
11.) Snowmobile Maintenance and Grooming Applications TAB 11
12.) Advertisement for Vacancy on the Comfort Lake Forest Lake Watershed District TAB 12

Presentation – American Relief Plan

13.) Doug Green, Baker Tilly TAB 13

Presentation – North Woods and Waters of St. Croix Heritage Area

14.) Resolution of Support – Marty Harding, Chair of the Board TAB 14

Environmental Services/Zoning Report – Kurt Schneider, Director

15.) Director's Report TAB 15

16.) Brody Heggerston, CUP – Rural Retail Tourism Gathering Venue "Majestic Oak Ranch" TAB 16
17.) Kathleen Green, Conditional Use Permit Recreational Campground TAB 17
18.) Monte & Vicki Canfield, Preliminary Plat "Meadowlark Estates" Preliminary Plat TAB 18

Other Business of the County Board

19.) Report and Recommendations from the May 11th, 2021 B/F Meeting TAB 19
    i. Salary Survey Proposal, Baker Tilly
20.) SHIP Grant Agreement – Williams Park Community Garden N.B. TAB 20
21.) Chisago County Fraud Prevention Investigation Agreement through 6-30-2023 TAB 21
22.) 2021 State of MN Federal Boating Safety Supplemental Patrol Grant TAB 22
23.) 2020 Federal Boating Safety Supplemental Equipment Grant TAB 23
24.) *****Out of State Travel Requests for CCSO – Donation Acceptance***** TAB 24
25.) Organizational change for Enterprise Services Dept. – Building and Grounds Maint. TAB 25
26.) COVID-19 Restrictions in Chisago County Government Center and Committees TAB 26
27.) ***** Auth. to Add Replacement Signature Holder on the Social Welfare Accts.***** TAB 27
28.) *****App. to Conduct Excluded Bingo – Immanuel Lutheran Church of Almelund***** TAB 28
29.) ***** Award & Approval of 2021 Retro-Reflective Pavement Markings Project***** TAB 29

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Citizen's Forum:

The Citizen's Forum is provided so individuals may make a comment, statement, question or proposal to the Chisago County Board of Commissioners. Comments, statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. Individuals are asked to conduct themselves 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.

Due to the COVID-19 Pandemic and Governor Walz Executive Orders, the Chisago County Board of Commissioners have changed the way Citizen's Forum takes place at the Chisago County Board of Commissioner's meetings. Citizens may participate in the Board meetings in one of two ways;

1. Letters may be submitted to individual Commissioners or the County Administrator directly or through the 'Form Center' on the County Website. Letters will be accepted up until 2 hours before the Board meeting time. Commissioners may choose to read the letter before the Board and the public for up to 3 minutes. The letters will not become a part of the formal record, as is consistent with County precedent.

2. Due to the Board's desire to follow the CDC and MDH guidelines, strict social distancing is maintained in the Boardroom and County Government Center at all times. Due to social distancing requirements, the Board will limit the number of individuals in the County Boardroom to no more than 10. However, individuals wishing to participate in Citizen's Forum in-person may sign up via a sign-up sheet, and they will be asked to speak at the microphone for up to 3 minutes during the Citizen's Forum portion of the meeting. The microphone is positioned in the doorway of the County Boardroom so the Board may see and hear the presenter while maintaining social distancing.

TAB #1

CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS

Mail: 313 North Main Street, Room 400
Center City, MN 55012-9863
Office: 31325 Oasis Road, Center City, MN 55012-9863
Phone (651) 213-8700
Fax (651) 213-8772

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: **Chisago County Board of Commissioners**

FROM: Joe Triplett, P.E.

DATE: **May 12, 2021**

RE: Public Works Director's Report

Construction Update:

- CSAH 30 – TH 95 to CSAH 10. Working on realignment are widening areas. Culvert work should wrap up by end of week.
- CSAH 4 – CSAH 7 to CSAH 2. County Forces still working on drainage and culverts.
- CR64/65. County Forces will be finishing up prep work this week.
- Seal Coating Project. Contractor looking to begin week of June 7th.
- Pavement Maintenance Mill/Overlay Project. No start date yet but anticipating July start.

Project Development Update:

- CSAH 26 between CSAH 37 and TH 8. Plans are at about 60%.
- CSAH 23/CSAH 24 Roundabout. Working on final design. Design/plans at about 50%.
- Working on prelim design work for CR 79, CR 86 and CSAH 6 projects.

TH 8 Update

Our virtual public engagement wrapped up after about 3 weeks. We had almost 300 visits and 35 comments. We were also able to sign 49 more people up for email updates. Looks like we were able to get to about 3 times the amount of people than we did at our last in-person open house!

Congresswoman Stauber will be visiting on June 3rd to take place in a roundtable event on the TH 8 project. More information to come as we are still working on the venue.
Funding update:

- Working on a $25M federal RAISE grant request. Application is due early July.
- Working on a $500k Senate Congressional request through Senator Smith's office that is due on May 21st.
- Completed a $21M Congressional request through Congressman Stauber's office.
- Received $4.19M in state legislatively directed funding from the Project Development Fund.

Stacy Interchange

In order to refine the project, coordinate with Mndot and to get a better idea of costs so that I can pursue funding, I need the consultant experience/assistance to help with scoping an interchange on the interstate system. Working with Stantec, who is also the City's engineering firm, will enable us to begin to move this project forward.

CSAH 19 Variance Request

We are proposing to use State Aid funds to construct our CSAH 19 project between Ivywood Trl and CSAH 24 (Lofton Ave) next year. In review meetings with Mndot, the utility poles, both distribution and transmission, will not be allowed to remain in the clear zone (30 feet from the white fog line) if this funding source is to be used. Relocating utilities can be expensive and some time cost prohibitive, especially large transmission poles. We met with Xcel Energy to determine what it would cost to relocate the 17 distribution poles and their estimate was $300k. We didn't even inquire about the transmission poles.

Since we were not looking to acquire right of way for this project and relocate these utilities, our recourse is to request a variance from the State Aid rules to allow for the poles to remain in their current location. Our project is looking to widen the shoulder from 4 feet to 6 feet, so there isn't a significant change to the highway section. There is also no accident history out there to suggest that relocating these poles would significantly improve the safe operation of the highway.

A Board resolution requesting the variance is required. We will be going in front of the Variance Board on June 3rd with this request. While utility requests are not typically granted, we feel we have a good case. If the request is not granted, we will look to either use a different funding source or look to mitigate with the use of curb & gutter or guardrail.

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Mike Robinson

May 12, 2021

The Honorable Tina Smith
720 Hart Senate Office Building
Washington, DC 20510

Dear Senator Smith:

U.S. Highway 8, in Chisago County, is an important interregional corridor that serves a variety of transportation needs. It is vital to sustaining local commerce and energizing future economic growth and vitality. In recent years, Highway 8 has become increasingly strained due to high levels of daily commuters, large trucks hauling freight, and spikes in weekend recreational traffic. A proliferation of secondary roads and private driveways provide direct access to and from Highway 8 which contribute to safety and mobility issues. There have been a number of serious crashes in recent years, including 5 fatalities.

Chisago County plans to reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to accommodate existing traffic volumes of over 22,000 trips per day. It will also look to consolidate approximately 60 access points down to 8 and add a trail for bike/ped traffic.

> **"Chisago County requests Community Project Funding for $500,000 to help reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to accommodate existing traffic volumes of over 22,000 trips per day."**

This vital improvement to Highway 8 is needed to address safety, congestion/mobility, access management, economic development and bike/ped deficiencies and has extensive community support. I fully support this investment and your championship of this Community Project Funding request will most importantly help prevent serious crashes within the corridor and save the lives of many more Minnesotans but additionally it will create jobs, improve commercial transit, and spur post pandemic economic recovery.

Yours kindly,

Chris DuBose

Chair, Chisago County Board of Commissioners

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May 12, 2021

The Honorable Amy Klobuchar
425 Dirksen Senate Building
Washington, DC 20510

Dear Senator Klobuchar:

U.S. Highway 8, in Chisago County, is an important interregional corridor that serves a variety of transportation needs. It is vital to sustaining local commerce and energizing future economic growth and vitality. In recent years, Highway 8 has become increasingly strained due to high levels of daily commuters, large trucks hauling freight, and spikes in weekend recreational traffic. A proliferation of secondary roads and private driveways provide direct access to and from Highway 8 which contribute to safety and mobility issues. There have been a number of serious crashes in recent years, including 5 fatalities.

Chisago County plans to reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to accommodate existing traffic volumes of over 22,000 trips per day. It will also look to consolidate approximately 60 access points down to 8 and add a trail for bike/ped traffic.

> **"Chisago County requests Community Project Funding for $500,000 to help reconstruct and expand 8 miles of U.S. Highway 8 from 2 lanes to 4 lanes to accommodate existing traffic volumes of over 22,000 trips per day."**

This vital improvement to Highway 8 is needed to address safety, congestion/mobility, access management, economic development and bike/ped deficiencies and has extensive community support. I fully support this investment and your championship of this Community Project Funding request will most importantly help prevent serious crashes within the corridor and save the lives of many more Minnesotans but additionally it will create jobs, improve commercial transit, and spur post pandemic economic recovery.

Yours kindly,

Chris DuBose

Chair, Chisago County Board of Commissioners

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 2
Title of Item for Consideration: RAISE Grant Support Letter – US Highway 8	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The United States Federal Government's RAISE Grant funds address critical capacity, access and safety issues. The US Highway 8 project will enhance system performance, improve corridor safety for motorists and pedestrians, and support local/regional economic and community development.

US Highway 8 in Chisago County is currently used by over 22,000 vehicles a day, which utilizes the two-lane highway. This not only causes safety and congestion issues; it severely restricts economic development along the corridor. Additionally, the corridor lacks any sort of bicycle and pedestrian facilities. This project will construct approximately 6.5 miles of the Swedish Immigrant Regional Trail that will connect into the Hardwood Creek and Sunrise Prairie Regional Trails.

In addition to local vehicle traffic, the highway is used for a variety of economically significant activities. These include commercial freight, agricultural traffic, and commuter traffic to and from the Minneapolis-St. Paul metropolitan area. There is also significant traffic on weekends, and throughout the vacation season, as travelers move between Minneapolis-St. Paul and Northwest Wisconsin.

Attachment(s):

- RAISE Grant Letter of Support

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for a RAISE Grant from the US Government for US Highway 8. The following motion is suggested;

"Move to approve a letter of support for a RAISE Grant from the US Government for US Highway 8."

Implications of Action: Approval will show the Chisago County Board of Commissioners support for the US Government to support the US Highway 8 project.

Budget/Financial Implications: None.

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

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

BOARD AGENDA
May 19, 2021

2021 RAISE GRANT SUPPORT

RESOLUTION NO. 20/0519-X
2021 RAISE GRANT SUPPORT RESOLUTION

WHEREAS, The U.S. Department of Transportation released a Funding Opportunity to apply for $1 billion in Fiscal Year (FY) 2021 discretionary grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants; and

WHEREAS, Funds for the RAISE Transportation grants are to be awarded on a competitive basis for projects that will have a significant local or regional impact., and

WHEREAS, Funding provided under National Infrastructure Investments have supported capital projects which repair bridges or improve infrastructure to a state of good repair; projects that implement safety improvements to reduce fatalities and serious injuries, including improving grade crossings or providing shorter or more direct access to critical health services; projects that connect communities and people to jobs, services, and education; and, projects that anchor economic revitalization and job growth in communities, and

WHEREAS, TH 8 is a vital interregional corridor that serves a variety of transportation needs; and

WHEREAS, TH 8 has become increasingly strained due to high levels of daily commuters, large trucks and spikes in weekend recreational traffic; and

WHEREAS, TH 8 has significant safety, mobility and access issues; and

WHEREAS, the Chisago County Board of Commissioners supports this program and its Public Works Director in pursuing and applying for funds from this program for the following projects:

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners does hereby support the application and pursuit of funds from the 2021 RAISE Transportation Grant Program for reconstruction of TH 8.

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313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
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District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

May 19th, 2021

The Honorable Pete Buttigieg
Secretary, US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Mr. Buttigieg,

We write to request your strong consideration of Chisago County's application for funding through the United States Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. If awarded, the funding would be used to complete the US Highway 8 Reconstruction Project. This critical project expands eight miles of US Highway 8 between Interstate 35 and Karmel Avenue in the cities of Wyoming, Chisago City, and Forest Lake, Minnesota.

The corridor is part of the National Highway System and is vital to the local and regional economy. It connects the region to the Twin Cities metropolitan area, Wisconsin and beyond. The project will enhance system performance, improve corridor safety for motorists and pedestrians, and support local/regional economic and community development.

RAISE Grant funds will address critical capacity, access and safety issues along the eight-mile segment of US Highway 8 that the Highway 8 Corridor Study identified. Currently, over 22,000 vehicles a day utilize the two-lane highway. This not only causes safety and congestion issues; it severely restricts economic development along the corridor. Additionally, the corridor lacks any sort of bicycle and pedestrian facilities. This project will construct approximately 6.5 miles of the Swedish Immigrant Regional Trail that will connect into the Hardwood Creek and Sunrise Prairie Regional Trails.

In addition to local vehicle traffic, the highway is used for a variety of economically significant activities. These include commercial freight, agricultural traffic, and commuter traffic to and from the Minneapolis-St. Paul metropolitan area. There is also significant traffic on weekends, and throughout the vacation season, as travelers move between Minneapolis-St. Paul and Northwest Wisconsin.

This project will greatly benefit the highway network and meet the priority objectives of the DOT's funding programs by emphasizing highway safety, local and regional economic competitiveness and vitality, and addressing rural challenges.

For the reasons above, I urge your full consideration of the Chisago County's application for the US Highway 8 Reconstruction Project. If you have any questions or need additional information, please contact Joe Triplett, Chisago County Public Works Director | County Engineer directly at 651-213-8708.

Sincerely,

Chair, Chris DuBose

Comm. Marlys Dunne

Comm. Richard Greene

Comm. Ben Montzka

Comm. Mike Robison

Chisago County Request For Board Action

Meeting Date: May 19, 2021	***Item Number:*** 3
Title of Item for Consideration: Concept Development Services Contract for I-35/CSAH 19 Interchange Project	
Action Requested by: Joe Triplett, P.E.	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires assistance to begin work on planning to reconstruct the I-35/CSAH 19 interchange. The initial steps include being able to identify concepts, potential impacts, look at existing conditions, develop cost estimates and pursue funding for the project. The County has enlisted Stantec, who have extensive experience in these sorts of projects, but is also the City's engineering firm, which helps with communication and coordination.

***Attachment(s)*:**

- Contract

Action Requested/Recommended: The County Board is respectfully requested to approve the Concept Development Services Contract for I-35/CSAH 19 Interchange Project with Stantec. The following motion is suggested:

"Move to approve the Concept Development Services Contract for I-35/CSAH 19 Interchange Project with Stantec, if the County Attorney approves of the contract."

Implications of Action: Will allow Public Works to begin work on development of interchange project

***Budget/Financial Implications*:** Contract services will be paid from 03-320-6273.

***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies. The contract is subject to County Attorney approval.

Administrator's Recommendation

Approve CLF	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Stantec Consulting Services, Inc., 6188 Rome Circle NW, Rochester, MN 55901-4846, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical/consulting services for the concept development for the highway construction project at the Interstate 35 and County State-Aid Highway 19 interchange in Stacy, Minnesota; and,

WHEREAS, the CONTRACTOR has submitted a proposal for such professional consulting services and therein represents that it is qualified, duly licensed 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 May 20, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until August 31, 2022, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS AND MERGER**. This professional services contract consists of this Professional and Technical Services Contract and the Stantec Consulting Services, Inc, Chisago County, I-35 Stacy Interchange Concept Development Scope of Work, dated April 9, 2021, attached hereto and incorporated herein as Attachment A. Together the contract constitutes the agreement of the parties. To the extent that terms of the Professional and Technical Services Agreement conflict with the terms contained in Attachment A, the terms of the Professional and Technical Services Contract shall prevail.

III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**

A. The COUNTY shall perform those duties and responsibilities required of the COUNTY as set forth in this Agreement and **Attachment A.**

B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in this agreement and **Attachment A.**

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Thirty Thousand and No/100 Dollars ($30,000.00) pursuant to **Attachment A.**

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, 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 defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented monthly by CONTRACTOR and the final invoice shall be presented within thirty (30) days of completion of the work.

V. **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:	Joe Triplett, PE Public Works Director/County Engineer
Address:	31325 Oasis Road, Room 400, Center City, MN 55012
Telephone:	(651) 213-8708
E-Mail:	Joe.Triplett@chisagocounty.us
Fax:	(651) 213-8772

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

Name:	Dale Grove
Company:	Stantec Consulting Services, Inc.
Address:	6188 Rome Circle NW, Rochester, MN 55901-4846
Telephone:	(507) 529-6039
E-Mail:	dale.grove@stantec.com
Fax:	(507) 282-3100

VI. **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. 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.

VII. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

VIII. **LIABILITY**. The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. 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 but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

IX. **INSURANCE**.

A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. 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; and $3,000,000 annual aggregate

C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this

Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work. Insurance minimum limits for professional liability coverages are:

$1,000,000 per occurrence and 3,000,000 in annual aggregate.

X. **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.

XI **MINNESOTA STATUTE §181.59**.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

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.

XIII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**.

A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County 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). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

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. **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.

XVII. **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.

XVIII. **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.

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

(Remainder of Page Intentionally Left Blank. Signatures found on Page 7.)

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

APPROVED:

1. CONTRACTOR – Stantec Consulting Services, Inc.

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.

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 05/03/2021

Chisago County, I-35 Stacy Interchange Concept Development Scope of Work

April 9, 2021

The Scope of Work identified below will be delivered in a phased approach at the discretion of the Chisago County Engineer through a series of Work Orders. As work progresses, tasks may be completed in standalone Work Orders or combined Work Orders. Fees for the task(s) included in each Work Order will be determined at the time each Work Order is prepared. The consultant shall not perform any work on any Work Order without written approval from the Chisago County Engineer. The total cost for completing all approved Work Orders included in this Scope of Work shall not exceed $30,000 without written permission from the client. All Work Orders approved by Chisago County related to this Scope of Work shall be governed by the attached Professional Services Terms and Conditions.

Scope of Work

1. Project Management

1.1. Develop the project history, benefits, description, purpose & need, and schedule to determine the estimated duration of future phases of project development.

1.2. General management tasks required for the completion of this project including monthly status reports, meeting minutes, and invoicing.

2. Data Collection/Environmental Scan/Existing Conditions Memo

2.1. Confirm the study area boundary with Chisago County and other applicable project partners.

2.2. Review readily available geographic, environmental, traffic, and roadway data as well as previously completed studies. Agency websites searched will include Chisago County, City of Stacy, MPCA What's in My Neighborhood, US Fish and Wildlife Service (iPAC), NWI, EPA EJ Screening Tool, Minnesota SHPO online archaeological site files, FEMA Floodplain Maps, MnDOT and MnDNR NHIS Data.

2.3. An Existing Conditions memo will be created based on the information collected above. This will include applicable mapping, a summary of previous studies, and a preliminary environmental scan. Items included in this memo are anticipated to be environmental justice population considerations, wetland/water resources, cultural resources, land use, multi-modal transportation, section 4(f) and 6(f), floodplain, wildlife and T&E species, existing roadway characteristics (geometry, right of way, access, ADT, structures), and contaminated materials.

2.4. Submit the Existing Conditions memo for review and comment.

2.5. Revise and finalize the Existing Conditions memo to reflect any pertinent information received through agency review.

3. Concept Development

Stantec will develop horizontal alignments and vertical profiles for up to three geometric concepts at the existing interchange and surrounding area. Each concept will be evaluated for compliance with MnDOT and County geometric standards, utilizing strategies to avoid and/or minimize impacts to right-of-way acquisition.

3.1. Perform a traffic analysis using the latest AADT information available. (Optional Service: collect current traffic and turning movement counts).

3.2. Evaluate the adequacy of the existing geometrics surrounding the I-35/CSAH 19 interchange including the through lanes and turn lanes on CSAH 19 and the approach roadway intersections, including Falcon Ave. N, Kwik Trip access, I-35 ramp intersections and Fenway Ave.

3.3. Develop concepts that meet State and County (CSAH) design standards.

3.4. Identify ADA improvements including pedestrian and bicycle facilities along CSAH 19.

3.5. Complete a turning path analysis for each concept.

3.6. A Decision Matrix will be developed in collaboration with county staff including priorities and weighting criteria. The matrix will be used to supply a comparison of the impacts of the concepts including issues like right-of-way, cost, and environmental impacts.

3.7. County will review the concept layouts and Decision Matrix then provide comments to be incorporated into the revised concepts.

3.8. Identify a Preferred Concept for the interchange.

4. Cost Estimates

Stantec will utilize internal and external construction cost database information in combination with our experience, knowledge of the project, and interactions with area contractors to produce accurate planning level cost estimates.

4.1. Prepare initial planning level cost estimate on project onset.

4.2. Develop planning level estimates for each concept identified in Task 3. If desired, the cost estimates will be prepared showing agency splits and potential funding sources. These cost estimates will be modified as required for future funding applications according to the requirements of each potential funding source and items eligible for the specific funding program.

4.3. Prepare updated cost estimate for preferred the option that includes construction and engineering costs.

5. Funding Search

Stantec will research and review funding opportunities that would be applicable to the project.

5.1. Review of applicable planning documents.

5.2. Research potential state and federal funding sources.

5.3. Confirm eligibility and determine competitiveness.

5.4. Evaluate probability of success and return on effort.

5.5. Prioritize with the County and Stantec team which grant programs should be pursued.

5.6. Finalize funding strategy and schedule for associated programs.

5.7. (Optional Service: assist the County with identified funding applications.)

6. Report Preparation

6.1. Prepare a draft report that builds on the Existing Conditions Memo and includes information on concept development, the decision process, estimated costs, and funding availability.

6.2. Submit the draft report for review and comment.

6.3. Revise and finalize the report to reflect any pertinent information received through agency review.

Stantec Document Classification: Stantec Internal

Chisago County Request For Board Action

Meeting Date: May 19, 2021	***Item Number:*** 4
Title of Item for Consideration: Variance Request from State Aid Rules for CSAH 19 Project	
Action Requested by: Joe Triplett, P.E.	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works is requesting a variance from the State Aid rules pertaining to fixed objects in the clear zone. There are distribution and transmission poles within the 30-foot clear zone that will need to be relocated to use State Aid funding or a variance granted. Public Works is requesting the Board resolution to pursue a variance from Mndot.

***Attachment(s)*:**

- Resolution

Action Requested/Recommended: The County Board is respectfully requested to approve a resolution requesting a variance from State Aid Rules for CSAH 19 Project. The following motion is suggested:

"Move to approve a resolution requesting a variance from State Aid Rules for CSAH 19 Project."

Implications of Action: Will allow Public Works to pursue variance from State Aid rules.

***Budget/Financial Implications*:** None.

***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve CDS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

BOARD AGENDA
May 19, 2021

Resolution Requesting A Variance from Standard for State Aid Operation For Project No. S.A.P. 013-619-022

RESOLUTION NO. 20/0519-X
RESOLUTION REQUESTING A VARIANCE FROM STANDARD FOR STATE AID OPERATION FOR PROJECT NO. S.A.P. 013-619-022

WHEREAS, Chisago County is preparing plans for CSAH 19 (Stacy Trail) between 1500 feet east of Ivywood Trail and CSAH 24 (Lofton Avenue); and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9920 require a minimum 30-foot clear zone free of fixed objects; and

WHEREAS, the existing highway has a 66-foot highway easement with distribution and transmission overhead power poles located within the 30-foot clear zone throughout the corridor; and

WHEREAS, distribution and transmission power poles constitute as a fixed object; and

WHEREAS, the proposed project does not impact the power poles and the relocation would require additional easement and is cost prohibitive; and

WHEREAS, there is no history of run-off-the-road crashes to suggest relocating these power poles would significantly improve the safe operation of the roadway, and

WHEREAS, the proposed design widens the existing shoulders providing the motoring public with greater room for evasive action, recovery in case of lane departure, and driver comfort.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Commissioners do hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9920 (Minimum Design Standards; Rural and Suburban Undivided; New or Reconstruction Project) to allow the distribution and transmission power poles to remain in-place within the 30-foot clear zone, in lieu of relocation;

BE IT FURTHER RESOLVED, that County Board of Commissioners hereby indemnifies, saves and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the granting of the variance. The County/City further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

TAB #5

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, May 05, 2021

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, May 05, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Robinson, Montzka. County Administrator Chase Burnham was present. County Attorney Janet Reiter participated via video conference call.

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

COVID-19 Update Presented by Courtney Wehrenberg in Public Health – 6:30 p.m. to 6:38 p.m.

On motion by Montzka, seconded by Greene, the Board moved to open the Health and Human Services Committee of the Whole at 6:38 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chair DuBose gave the gavel to Vice-Chair Greene.

Health and Human Services Director Robert Benson provided department updates. ***No action was taken.***

On motion by DuBose, seconded by Montzka, the Board moved to add items 1-7 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the board moved to close the HHS Committee Board of the Whole at 6:54 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Director's Report
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) HHS Committee Recommendation – Emergency Foster Care Contract – Paavola 2021-2022
4.) HHS Committee Recommendation – Tuberculosis Services Agreement with Hennepin County
5.) HHS Committee Recommendation – Hiring Additional Behavioral Health Case Manager
6.) HHS Committee Recommendation – Hiring Additional Home and Community Based Services (HCBS) Waiver Case Manager
7.) HHS Committee Recommendation – Position/Job Description Change for Office Services Supervisor
8.) Payment of County's Warrants and Miscellaneous Bills
9.) Minutes from the April 21, 2021 Regular Meeting
10.) Annual Carryover of Dedicated Sheriff's Office CIP Funds

CITIZENS FORUM

TIME – _____ p.m.
END TIME – _____ p.m.
letters, _____ emails, # of **SPEAKERS** – _

Central MN Jobs and Training Services Presentation from 6:55 p.m. to 7:35 p.m.

On motion by Montzka, seconded by Greene, the Board moved to approve the purchase of 5 display cases for the Chisago County Courthouse for a total estimated cost of $9,985.00. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by Dunne, seconded by Robinson, the Board moved to approve the additional mill and overlay work for CSAH 1 in Rush City and CSAH 23 in Chisago Lake Township. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the purchase of Carahsoft – Cellebrite Software for the Chisago County Sheriff's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve the Sentence to Serve contract with the State of MN. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve by Resolution the acceptance of a donation of $4034.40 for the Sheriff's Office from Maranatha Assembly of God in Chisago City. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

RESOLUTION NO: 21/0505-1
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY SHERIFFS OFFICE

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 Sheriff's Office:

- Maranatha Assembly of God, Chisago City - $4,034.40 for Less Lethal Program

On motion by Greene, seconded by Montzka, the Board moved to re-appoint Bryan Brown as the Chisago County Veteran's Services Officer. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

RESOLUTION NO. 21/0505-2
APPOINTING BRYAN BROWN TO A FOUR-YEAR TERM AS CHISAGO COUNTY VETERAN'S SERVICE OFFICER

WHEREAS, Minnesota Statute 197.60 provides for each County Board of the State of Minnesota to fill the office of County Veteran's Service Officer by appointment for a term of four years; and

WHEREAS, Minnesota Statute 197.60, Subd. 2 provides that the first 12 months of the initial appointment be a probationary period; and

WHEREAS, the veterans and their families of Chisago County will be well served by the oversight of the appointment of Veteran Bryan Brown;

NOW, THEREFORE, BE IT RESOLVED that the Chisago County Board of Commissioners hereby appoints Bryan Brown for a four year term, effective May 5, 2021.

On motion by Greene, seconded by Dunne, the Board moved to approve the recommended Planning Commission Text Amendment to Zoning Ordinance Section 8.04.1.G - Reapplication /Lapse of Interim Use Permit and Authorizing Full Execution, Publication, Recording, and Numbering; and to establish an IUP Extension Application fee of $250. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

County Administrator Chase Burnham provided administrator updates and correspondence.

No action was taken.

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

On motion by Robinson, seconded by Montzka the Board adjourned the meeting at 7:53 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

_____
Chris DuBose, Chair

Attest:_____
Chase Burnham
County Administrator

CHISAGO COUNTY
BOARD OF COMMISSIONERS
May 19, 2021

Item # 6

Payment of County's Warrants & Miscellaneous Bills

County Warrants = $411,182.89

Authorize Payment of County's Warrants for HHS:

Prepared Check Date	Amount	Mail Date	Type of Payment
5/7/2021	$500.00		Commissioner's Warrants
5/7/2021	$2,108.13	5/19/2021	Auditor's Warrants
5/14/2021	$57,192.33		Commissioner's Warrants
5/14/2021	$49,185.25	5/19/2021	Auditor's Warrants

Lake Area Bank; Derek Anklan; Sheriff; supplies; $529.31
Lake Area Bank; Matt Beckman; Sheriff; training; $270.00
Lake Area Bank; Amy Chavez; Probation; supplies; $82.13
Lake Area Bank; John Keefe; Assessor; training; $120.00
Lake Area Bank; Jamie Kelley; Wellness; supplies; $69.94
Lake Area Bank; Bridgitte Konrad; Auditor; supplies; $420.00
Lake Area Bank; Andrew Mahowald; training; $150.00
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; $3,631.82
Lake Area Bank; Kurt Schneider; Environmental; registration; $125.00
Lake Area Bank; Scott Sellman; Emergency Mgmt; supplies; $19.99
Lake Area Bank; Joseph Tart; Parks; supplies; $279.03
Lake Area Bank; Joseph Triplett; Public Works; training; $100.00
Lake Area Bank; Justin Wood; Sheriff; training; $397.46
Lake Area Bank; Polly Zais; Sheriff; supplies; $106.72
Lake Area Bank; Ami Helmbrecht; HHS; registration; $50.00
Lake Area Bank; Tracy Krona; HHS; supplies; $1,286.13

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

TAB #7

CHISAGO COUNTY
BOARD OF COMMISSIONERS
May 19, 2021

Renewal of Liquor, Wine, Club or 3.2% Licenses License Period – June 6, 2021 to June 5, 2022

- Wild River Bar & Grill – Barbara Hagberg
- Full Moon – DRK Inc.
- Flickabirds Resort – Flickabirds Inc.
- The Grumpy Minnow – The Grumpy Minnow LLC
- Local Bar & Lounge – Local Bar & Lounge LLP
- North Folk Winery – Stark Wines LLC
- Wild Mountain Winery – Wild Mountain Winery Inc.
- Wild Mountain Ski Area – Wild Mountain Inc.

*****All Applications with the Clerk of the Board*****

Chisago County Request For Board Action

Meeting Date: May 19, 2021	***Item Number:*** 8
Title of Item for Consideration: License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License – Threshing Show	
Action Requested by: Bridgitte Konrad, County Auditor	***Department:*** Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The applications are for License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Almelund Lions Club at the Threshing Show. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval; 1. Threshing Show – 8/13/2021 – 8/15/202021 ***Attachment(s)*:** • License Application for 1 Day to 4 Day Temporary On-Sale Liquor License *(available with Clerk of the Board)*	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Threshing Show. The suggested motion is as follows: ***"Move to approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Threshing Show."***	
Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their events planned for the specific dates. ***Budget/Financial Implications*:** None. ***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve CBS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay ____ Abstain _____

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number: AMEND. *****9********
Title of Item for Consideration: Applications for Abatements (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	***Department:*** Auditor/Treasurer

Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.

Background: The applications are for the abatement (reduction) of property tax for tax payable in 2021. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement;

- Heather Dully – 13.10426.40
- Renffeuk Trust (Jeff Kueffner) – 01.00128.00
- Jane Mell – 06.00641.00
- Jacob Kempenich – 15.00820.03
- Joseph Grove – 16.00534.70
- Ryan Gangi – 16.00562.34
- Amy Vang – 07.00164.40

***Attachment(s)*:**

- Applications for Abatement (*available with Clerk of the Board*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows:

"Move to approve the application for abatement of taxes for the following tax parcel; 13.10426.40, 01.00128.00, 06.00641.00, 15.00820.03, 16.00534.70, 16.00562.34, and 07.00164.40."

Implications of Action: By approving the application, the property owner will be paying the appropriate property tax in 2021.

***Budget/Financial Implications*:** Minimal impact on the County finances and budget.

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

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

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 10
Title of Item for Consideration: Classification and Appraisal of Tax Forfeited Land pursuant to Minnesota Statutes 282.01	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	***Department:*** Auditor -Treasurer
Previous Action on this Matter: Classification and appraisal of tax forfeited lands have been approved for several other tax forfeited parcels in the past.	
Background: Various pieces of property have forfeited for non-payment of taxes. In order to be able to sell these parcels at a tax sale, the County Board of Commissioners needs to classify and appraise the tax forfeited parcels. Attached is a list of the parcels in question showing the classification of non-conservation pursuant to M.S. 282.01 Subdivision 1 and the appraised value as established by the Assessor's Office. Also included in the resolution is authorization to forward the list and other pertinent information, to the Minnesota Department of Natural Resources for their approval. In addition, the local units of government will need to be notified as well. ***Attachment(s):*** • Proposed Resolution approving the classification and appraisal of tax forfeited land	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the attached resolution approving the classification and appraisal of tax forfeited land. The suggested motion is as follows: ***"Move to approve the resolution approving the classification and appraisal of tax forfeited land."***	
Implications of Action: If the resolution and the classification and appraisal of the tax forfeited parcels are not approved, the County will not be able to proceed with the sale and the property will not be returned to the tax rolls. ***Budget/Financial Implications:*** Any cost incurred in the sale of these parcels will be covered by the proceeds of the sale. ***Legal/Policy Implications:*** The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve CH	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

BOARD AGENDA
May 19, 2021

CLASS AND APPRAISAL OF TAX FORFEITED PROPERTY

RESOLUTION NO. 20/0519-X
CLASS AND APPRAISAL OF TAX FORFEITED PROPERTY

WHEREAS, the tax parcels on the attached list have forfeited, to the State of Minnesota in trust for the respective taxing districts for nonpayment of real estate taxes;

WHEREAS, In order to be able to sell these parcels at tax sale the County Board of Commissioners need to classify and appraise the tax forfeited parcels pursuant to M.S. 282.01 Subdivision 1.

NOW, THEREFORE, BE IT RESOLVED

1. That the Chisago County Board of Commissioners approve the attached list of classification and appraisal of tax forfeited ready for sale and authorize the Chisago County Auditor-Treasurer to take the necessary steps to offer the parcels for sale pursuant to M.S. 282.01.
2. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the Minnesota DNR pursuant to M.S. 282.01, subd. 3.
3. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the appropriate city and township officials for approval pursuant to M.S. 282.01, subd. 1(h).

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 11
Title of Item for Consideration: Snowmobile Maintenance and Grooming Applications	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	***Department:*** Auditor's Office

Previous Action on this Matter: Annually the Board of Commissioners is asked to approve the snowmobile clubs applications. The applications were last approved May 20th, 2020.

Background: The Chisago County Board of Commissioners must act as the legal sponsor for each application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by independent snowmobile clubs. Chisago County has three (3) snowmobile organizations requesting sponsorship: the Wild River Snowmobile Club, North Branch Sno-Drifters and the Rush City Sno-Bugs.

Attachment(s):

- Resolutions (3) - 'Authorizing Sponsorship of Snowmobile Trails Operated by *Club Name*'
- Maintenance and Grooming Application (3) (*available on request*)

Action Requested/Recommended: The County Board is respectfully requested to approve the above-denoted resolutions, approving the Maintenance and Grooming Applications for the Wild River Snowmobile Club, North Branch Sno-Drifters and the Rush City Sno-Bugs. The following motion is suggested;

"Move to approve the Maintenance and Grooming Applications for the Wild River Snowmobile Club, North Branch Sno-Drifters and the Rush City Sno-Bugs."

Implications of Action: By approving the resolutions the County will act as the legal sponsor for the applications for funding from the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the three (3) clubs.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CMB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

BOARD AGENDA
May 19, 2021

Authorizing Sponsorship of Snowmobile Trails Operated by the North Branch Sno-Drifters

RESOLUTION NO. 20/0519-X
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS OPERATED BY THE NORTH BRANCH SNO-DRIFTERS

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the North Branch Sno-Drifters.

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the Chisago County Board of Commissioners may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.

BOARD AGENDA
May 19, 2021

Authorizing Sponsorship of Snowmobile Trails Operated by the Rush City Sno-Bugs

RESOLUTION NO. 20/0519-X
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE RUSH CITY SNO-BUGS

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Rush City Sno-Bugs.

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the Chisago County Board of Commissioners may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.

BOARD AGENDA
May 19, 2021

Authorizing Sponsorship of Snowmobile Trails Operated by the Wild River Snowmobile Club

RESOLUTION NO. 20/0519-X
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS OPERATED BY THE WILD RIVER SNOWMOBILE CLUB

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Wild River Snowmobile Club.

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the Chisago County Board of Commissioners may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 12
Title of Item for Consideration: Advertisement for Vacancy on Comfort Lake Forest Lake Watershed District	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration

Previous Action on this Matter: Every year the Board of Commissioners is asked to appoint to specific County Committees at their meetings and/or as retirements or resignations occur. Due to these vacancies, the Board approves advertising for the vacancies before appointing to the committee.

Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is needed to appoint a citizen to a committee.

Jon Spence's is resigning from the Comfort Lake Forest Lake Watershed District. With County Board approval, the vacancy will be advertised on the Chisago County official website and in the Chisago County Press before the applicant/applicants are appointed to their committee. Mr. Spence's term was to expire on 9/4/2021.

***Attachment(s)*:**

- Advertisement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve advertising for the vacancy on the Comfort Lake Forest Lake Watershed District. The following motion is suggested;

"Move to approve advertising of the vacancy on the Comfort Lake Forest Lake Watershed District."

Implications of Action: If the motion is made, the County Board will approve advertising the vacancy on the Comfort Lake Forest Lake Watershed District.

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CLS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Comfort Lake Forest Lake Watershed District Seeks Applicant

The Chisago County Board of Commissioners seeks one (1) applicant for appointment to a recent vacancy on the Chisago County Comfort Lake Forest Lake Watershed District. The purpose of the Comfort Lake Forest Lake Watershed District is to use sound scientific water management approaches, technologies and methods to develop a uniform, integrated approach to water management within a rapidly changing and urbanizing area. Citizens interested in joining must reside within the Comfort Lake – Forest Lake Watershed District boundaries: South portion of Wyoming Township, and South portion of South Chisago Lake Township.

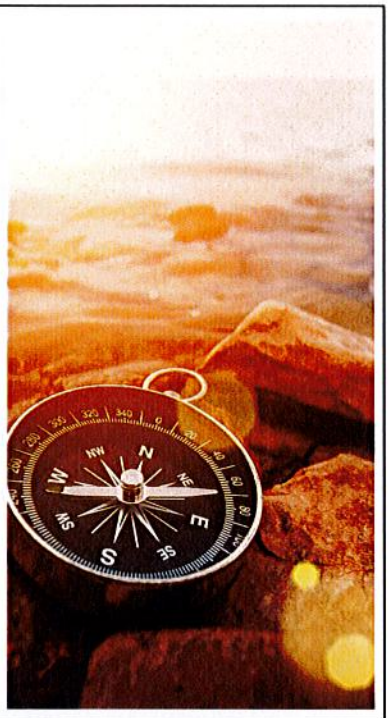
This appointment is for the remainder of a term which is set to expire on 9/4/2021. The meetings are held on the 3rd Thursday of every month at 6:30 p.m. at the Forest Lake City Offices. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to www.co.chisago.mn.us. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, www.co.chisago.mn.us.

American Rescue Plan

Chisago County, Minnesota

Doug Green, Director
May 19, 2021

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1

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AMERICAN RESCUE PLAN

Public Sector Funds

Fiscal Recovery Funds

$350 billion
of non-competitive funding for states, counties, cities, Tribes and territories. Of this funding:

$195.3 billion
to states and Washington, D.C.

$130.2 billion
to local governments

$20 billion
to Tribal governments

Other provisions

Other provisions of the bill include:

Recovery $10 billion Coronavirus Capital Projects Fund	**Schools** nearly $170 billion	**Housing** $25 billion in emergency rental assistance
Small business $22 billion in EIDL and PPP	**Transportation and infrastructure** $58.2 billion	**Energy and water** $4.5 billion in household assistance
Restaurants and bars $25 billion	**Emergency Connectivity Fund** $7.6 billion for internet access for distance learning	**Public health** $72 billion for COVID-19 testing, contact tracing and vaccine distribution

2

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AMERICAN RESCUE PLAN

Fiscal Recovery Funds (FRF)

Fiscal Recovery Funds

$350 billion
of non-competitive funding for states, counties, cities, Tribes and territories. Of this funding:

$195.3 billion
to states and Washington, D.C.

$130.2 billion
to local governments

$20 billion
to Tribal governments

– Chisago County = $11.0 million

– Eligible uses
- Respond to public health emergency
- Respond to workers performing essential work
- Recover revenue losses
- Investments in sewer, water or broadband
- Transfer funds to not-for-profit or special purpose unit of state or local government

3

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AMERICAN RESCUE PLAN

Eligible expenditure areas and recipients

FRF can be used in all areas

- Revenue recover
- Individual assistance
- Business assistance
- Economic development
- Public facilities & schools
- Transportation entities
- Infrastructure
- Regional collaboration
- Not-for-profit assistance

4

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AMERICAN RESCUE PLAN

Fiscal Recovery Plan Timing and Process

Fiscal Recovery Funds

$350 billion
of non-competitive funding for states, counties, cities, Tribes and territories. Of this funding:

$195.3 billion
to states and Washington, D.C.

$130.2 billion
to local governments

$20 billion
to Tribal governments

- Timing
  - First tranche no later than 60 days from ARP's enactment
  - Second tranche no earlier than 12 months after the first payment
  - Spending deadline of Dec. 31, 2024
- Process
  - Entitlement communities will receive funds directly from the Treasury
  - Non-entitlement communities will receive funds through the State no later than 30 days from the State's receipt from Treasury

5

5

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AMERICAN RESCUE PLAN

Other ARP Funding Sources – Competitive Grants

- Other ARP funding available in addition to FRF
- Competitive grants
- Maximize available funding options from external agencies

Other provisions

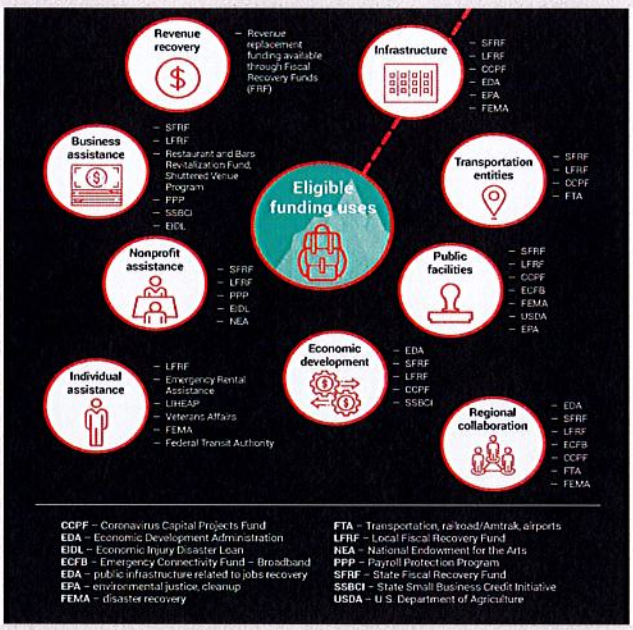
Other provisions of the bill include:

Recovery $10 billion Coronavirus Capital Projects Fund	**Schools** nearly $170 billion	**Housing** $25 billion in emergency rental assistance
Small business $22 billion in EIDL and PPP	**Transportation and infrastructure** $58.2 billion	**Energy and water** $4.5 billion in household assistance
Restaurants and bars $25 billion	**Emergency Connectivity Fund** $7.6 billion for internet access for distance learning	**Public health** $72 billion for COVID-19 testing, contact tracing and vaccine distribution

6

AMERICAN RESCUE PLAN

Combined Funding Sources and Eligible Uses



7

7

AMERICAN RESCUE PLAN

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Baker Tilly Services

STRATEGIC NEEDS ASSESSMENT & SPENDING PLAN
- Develop understanding of revenue loss, programmatic and department needs, and strategy for deployment of allocation

ONGOING SUPPORT
- Provide ongoing support related to Treasury guidelines and State-determined expenditure eligibility

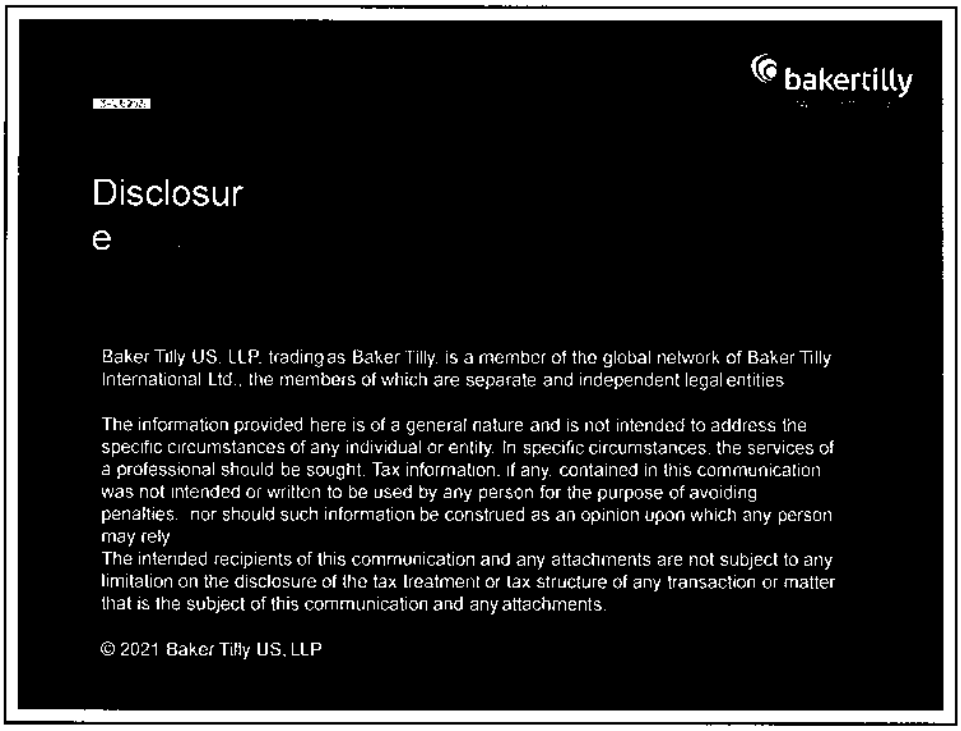
ADVISORY INITIATIVES
- Provide Advisory services funded by ARP allocations

PROGRAM DEVELOPMENT
- Establish procedures, mechanisms, and administration for fund distribution to businesses, non-profit organizations, and individuals

COMPETITIVE FUNDING PURSUIT
- Develop competitive grant opportunities with assistance around strategy, eligibility, applications, and grant implementation

COMPLIANCE SUPPORT
- Provide compliance support for funds allocated by Treasury, State, and grant programs

8


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Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 14
Title of Item for Consideration: Presentation – Resolution of Support – North Woods and Waters of St. Croix Heritage Area	
Action Requested by: Chase Burnham, County Administration	***Department:*** Administration
Previous Action on this Matter: None.	

Background: A National Heritage Area is a way to *recognize and promote a region's special qualities.* National Heritage Areas are living, working landscapes that make significant contributions to American history and culture. Congress has designated 55 National Heritage Areas throughout the United States with President Ronald Reagan signing into law the first one in 1984. National Heritage Areas improve possibilities for people and organizations to *work better across traditional borders* and preserve and promote our local natural, cultural, and historic resources. This can mean new partnerships, economic growth, and local initiatives to celebrate and sustain unique places.

In 2014, North Woods and Water of the St Croix Heritage Area non-profit organization completed an extensive feasibility study as recommended for designation. On February 9, 2021, the National Park Service Office of Heritage Areas confirmed that the feasibility study met all ten of the criteria for recognition as a National Heritage Area. The next step is receiving Congressional approval. Wisconsin Representative Ron Kind has drafted legislation and is seeking bipartisan support to designate the St. Croix watershed as a National Heritage Area.

***Attachment(s)*:**

- Resolution
- FAQs

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution of support for the North Woods and Waters of St. Croix Heritage Area. The following motion is suggested;

"Move to approve the resolution of support for the North Woods and Waters of St. Croix Heritage Area."

Implications of Action: Approval will show the Chisago County Board of Commissioners support for the North Woods and Waters of St. Croix Heritage Area.

Budget/Financial Implications: None.

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

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

BOARD AGENDA
May 19, 2021

RESOLUTION BY THE CHISAGO COUNTY COMMISSIONERS SUPPORTING NORTH WOODS AND WATERS OF THE ST. CROIX NATIONAL HERITAGE AREA

RESOLUTION NO. 20/0519-X
RESOLUTION BY THE CHISAGO COUNTY COMMISSIONERS SUPPORTING NORTH WOODS AND WATERS OF THE ST. CROIX NATIONAL HERITAGE AREA

WHEREAS, the region defined by the St. Croix River and its tributaries meets the definition of a National Heritage Area: A place designated by Congress for its nationally distinctive landscape, with shared stories and traditions that contribute to our nation's diverse heritage; and

WHEREAS, more than 1,200 people throughout the region were engaged in a multi-year process to explore the feasibility of designation, and strong public support was expressed for the concept; and

WHEREAS, the feasibility study for North Woods and Waters of the St. Croix Heritage Area has met all ten National Park Service criteria for designation; and

WHEREAS, economic impact studies have shown that an NHA would help us build our regional economy using our natural, cultural, and historic heritage as a foundation; and

WHEREAS, an NHA would foster a sense of regional identity, brand the region for international tourism, and increase our region's competitiveness in seeking grants and attracting private investment; and

WHEREAS, a North Woods and Waters of the St. Croix National Heritage Area (NHA) would create opportunities for communities and residents to work together across traditional boundaries for mutual benefit; and

WHEREAS, an NHA would help residents and visitors better understand, appreciate, and experience the region's special stories and places; and

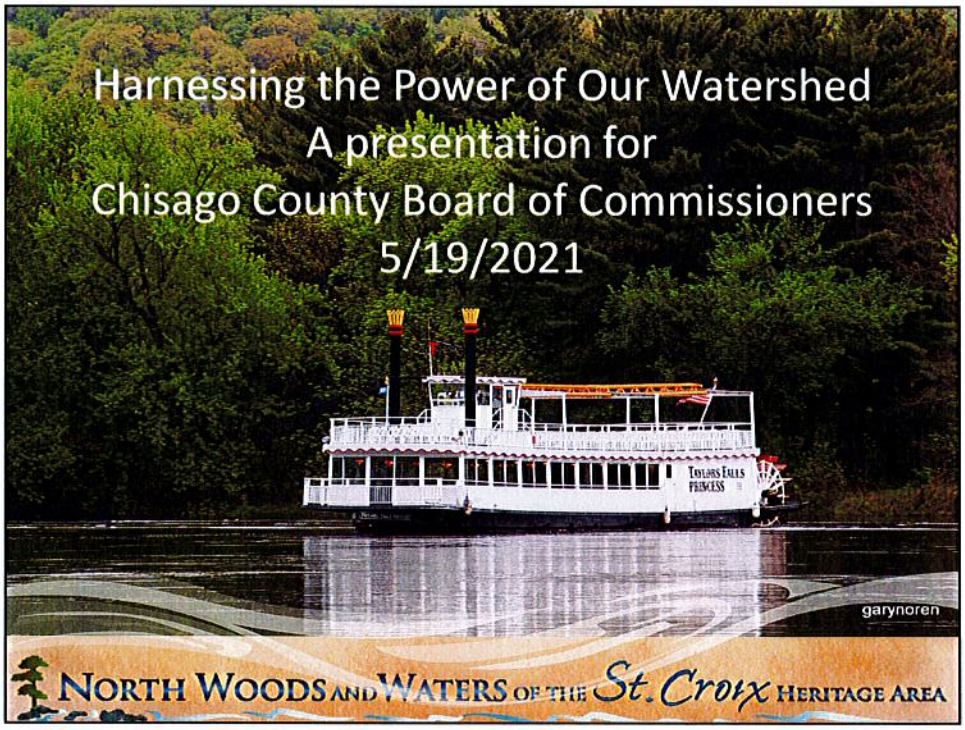
WHEREAS, NHAs are community-based efforts that are managed by the local leaders and residents that live in them; and

WHEREAS, NHAs are living, working landscapes that honor traditional uses and support continued economic activity in the region; and

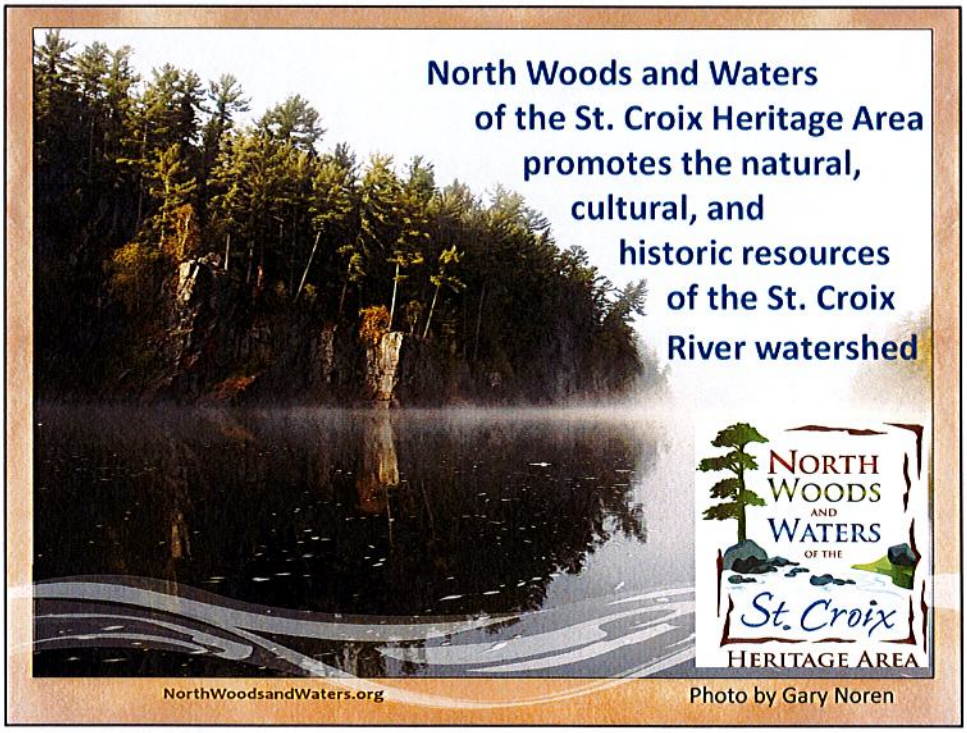
WHEREAS, NHAs do not acquire regulatory authority over zoning or land use,

and do not infringe upon private property rights; and

NOW THEREFORE BE IT RESOLVED that the Chisago County Board of Commissioners support Congressional designation of the North Woods and Waters of the St. Croix National Heritage Area.


Harnessing the Power of Our Watershed
A presentation for
Chisago County Board of Commissioners
5/19/2021
garynoren
NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

1


North Woods and Waters
of the St. Croix Heritage Area
promotes the natural,
cultural, and
historic resources
of the St. Croix
River watershed
NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA
NorthWoodsandWaters.org
Photo by Gary Noren

2

The St. Croix Watershed

2 States
4 Sovereign Nations
7,700 square miles
18 Counties
114 Zip Codes

12,000 years of human history



NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

3

National Heritage Areas

- National Heritage Areas celebrate places with important connections to our country's culture and history
- There are currently 55 National Heritage Areas; 6 just approved through the John D. Dingell, Jr. Conservation, Management, and Recreation Act of 2019



Folsom House, Taylors Falls

NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

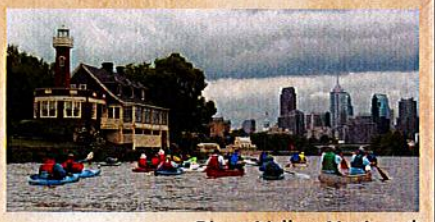
4

National Heritage Areas

NHAs are active in six major areas:

RECIPE!

- Recreation
- Education
- Conservation
- Interpretation
- Preservation
- Economic Development



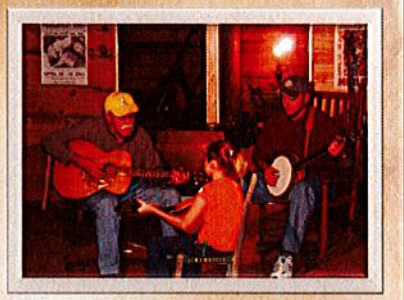
Schuylkill River Valley National Heritage Area
Pennsylvania
Photo courtesy Alliance of National Heritage Areas

NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

5

National Heritage Areas

- NHAs are locally planned and managed (non-profits, universities)
- Established through an act of Congress
- Receive technical assistance from the National Park Service
- NHAs cannot use federal money to acquire land, and NHAs do not have any regulatory power whatsoever over land use or policies.



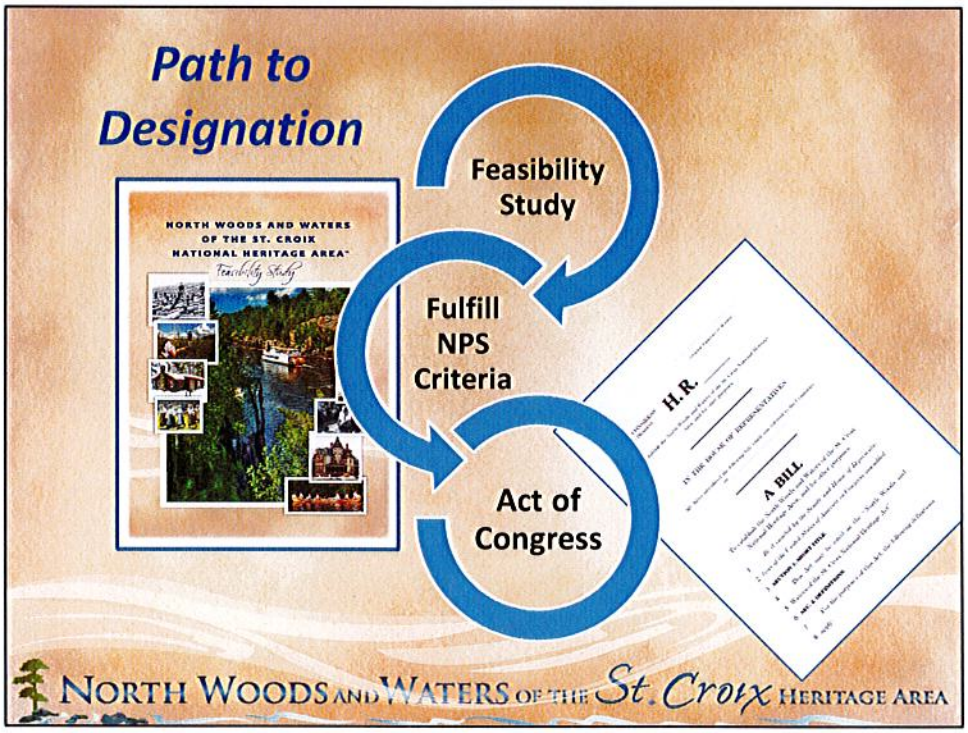
Blue Ridge National Heritage Area
North Carolina

NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

6


National Heritage Areas
WA
NV
UT
CA
AZ
NM
CO
KS
IA
MO
IL
MI
NY
VA
NC
GA
AL
MS
LA
AK
National
NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

7


Path to Designation
NORTH WOODS AND WATERS OF THE ST. CROIX NATIONAL HERITAGE AREA
Feasibility Study
Feasibility Study
Fulfill NPS Criteria
Act of Congress
H.R.
A BILL
NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

8

NWW's Goals

1) **Create sustainable economic opportunities** based on our region's heritage to enhance communities, livability, and quality of life
2) **Connect the region** in order to help preserve and enhance the historical, cultural, and natural resources that exist within our nationally distinctive watershed
3) **Increase awareness and understanding of our heritage, stories, and resources** order to
   1) raise awareness among and provide educational opportunities for the region's residents
   2) promote and interpret the region to visitors and a global audience

NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

9

Economic Impact



NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

10

North Woods & Waters of the St. Croix Heritage Area

Economic Impact/Opportunity Assessment for National Heritage Area Designation

Final Presentation

Vincent Shaw
Brendan Laliberte
Claire Caschetta
Wen Chai
Hudson Brama

May 5th, 2021

CCE

CARLSON SCHOOL OF MANAGEMENT
UNIVERSITY OF MINNESOTA

11

Agenda

EXECUTIVE SUMMARY + IMPACT AT GLANCE 03
HERITAGE AREAS IMPACT ON COMMUNITY 05
HERITAGE TOURISM BENEFITS LOCAL ECONOMIES 13
HERITAGE AREAS SUPPORT LOCAL ECONOMIES 19
RECOMMENDATIONS FOR NWW 30
APPENDICES + DATA SOURCES 36

CCE

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Executive Summary

THE PROBLEM

What is the potential economic impact of **National Heritage Area** (NHA) designation to the **St. Croix Watershed** (SCW) communities?

THE APPROACH

We addressed the problem by exploring the ***value*** an NHA would bring:

- Quantitative Research: NHA Case Studies and statistical analysis of economic data
- Qualitative Research: Gather best practices and insight from the community

OUR FINDINGS

The St. Croix Watershed possesses abundant cultural, historical, and natural resources for heritage preservation and interpretation that present unrealized potential toward the economic and cultural health of its communities.

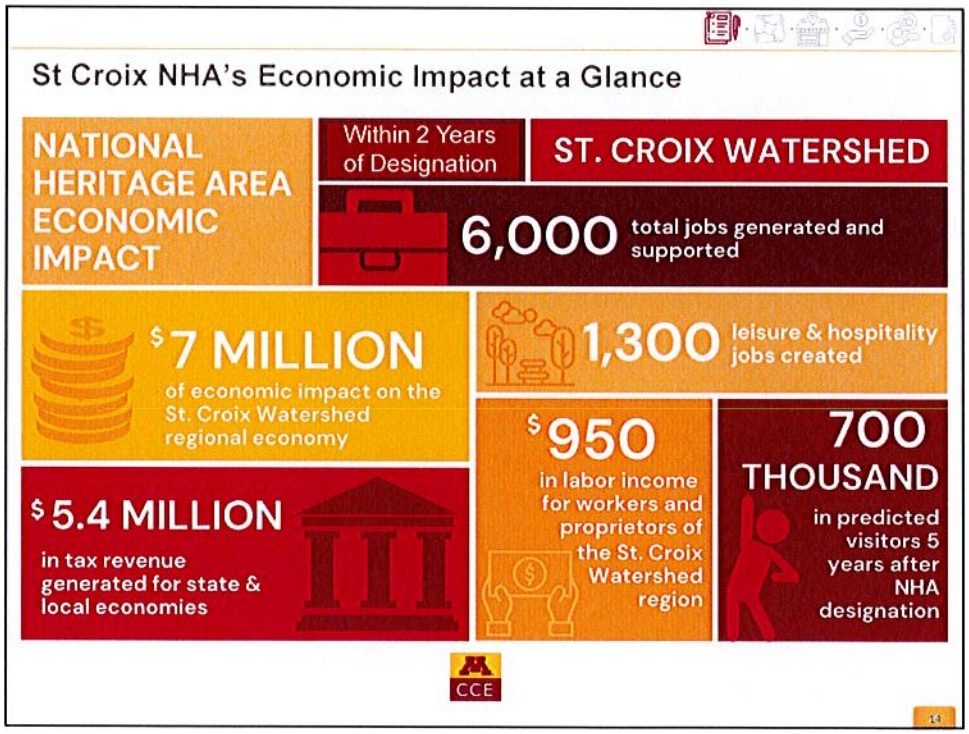
HERITAGE TOURISM

Potential increase of yearly **visitors by ~10%** within 5 years in SCW

BUSINESS IMPACT	JOB IMPACT	INCOME IMPACT
• ~0.3% impact to rGDP growth in 2 years post designation • Approx. $7M in value added to the SCW	• ~3.2% impact to job growth in 2 years post designation • Approx. 1,300 additional jobs	• ~2.3% impact to income growth in 2 years post designation • Approx. wage increase of $950

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St Croix NHA's Economic Impact at a Glance



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Next Steps

- Working with a collaborative economic development team with a mission to

  *Unite groups throughout the watershed through a **shared vision of economic development** based on the region's exemplary natural, cultural, and historic resources.*

- Working with our legislators to obtain bi-partisan support for this initiative.

NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

15

What can you do?

Sign a resolution of support for designating this region as a National Heritage Area

Note: Recognizing the economic and community benefits of designation, Chisago County HRA/EDA signed a resolution of support in January 2021

NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

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What can you do?

- Invite a speaker to present information about North Woods and Waters of the St. Croix Heritage Area
- Promote your organization's activities (online or in person) on LYNX (www.NorthWoodsAndWatersLYNX.org)
- Encourage your natural, cultural, and historic sites to develop a presence on Clio (www.NorthWoodsandWaters.org/Clio)
- Stay in touch at www.NorthWoodsAndWaters.org

NORTH WOODS AND WATERS OF THE St. Croix HERITAGE AREA

17



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TAB # 15

Environmental Services Permit Activity
April 2021

Chisago County Department of Environmental Services and Zoning
313 No. Main St. #243
Center City, MN 55012
651-213-8374 ~ kmschne@co.chisago.mn.us

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: April 15, 2021
Re: **May 19, 2021 Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your May 19, 2021, Board meeting.

Action Items:

1. Receive Directors Report
2. Canfield Meadowlark Estates Preliminary Plat
3. Brody Heggerston Conditional Use Permit – Rural Retail Tourism Gathering Venue
4. Kathleen Green, Conditional Use Permit Private Recreational Campground

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for May 27, 2021 at 7:00 pm. via remote attendance. Individuals wishing to observe the meeting or provide public hearing comment during the meeting may do so by telephone or electronic means. The Board will also meet on May 25, 2021, at 8:00 A.M. and depart separately from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Item(s) for consideration include:

1. Deborah Larson – 32800 North Center Court, Chisago Lake Township; Sec. 22, T. 34, R. 20, (PID# 02.01087.00) are requesting a variance to reconstruct an existing nonconforming dwelling in a new location that reduces the setback encroachment of 12 feet to 47 feet as measured from OHW by moving the dwelling closer to the road and attaching to an existing detached structure.

2. Craig and Michele Hamersma – 2261 Cedarbridge Court, Fish Lake Township; Sec. 22, T. 36, R. 22, (PID# 03.01282.01) are requesting a variance to expand an attached garage closer to the side yard than the required setback.

3. Roy and Sarah Peterson – 50836 Lakeview Drive, Nessel Township; Sec. 23, T. 37, R. 22,

Environmental Services Permit Activity
April 2021

(PID# 06.00835.00 are requesting a variance to rebuild and expand a nonconforming structure by adding a second story and to reconfigure the layout in a manner that is closer to side property lines than the required setback; and to be allowed more than the maximum square footage of accessory storage floor area and impervious surface coverage in the RRI Zoning District.

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, June 3, 2021, at 7:00 p.m. via remote attendance. Individuals wishing to observe the meeting may do so by telephone or electronic means. The Commission tour of June 2, 2021 has been cancelled lacking tour agenda items. Items for consideration include:

1. Zoning Ordinance Review – Committee Report and Alternatives to One Acre Buildable Regulation(s)

2. Zoning Ordinance Review – County Board Referral, Accessory Structures and Uses Review

3. Continued Business - Tony Zerwas Property at 41275 Peterson Ave, Amador Township; Sec.1, T.35, R.20 (PID #01.00212.00). Bob Boyce, on behalf of Tony Zerwas - Property Owner, is seeking approval of a preliminary plat of four – five acre lots out of a 20 acre tract. **Previously tabled and 60 Day agency action deadline extended; Applicant has submitted a 60 day extension thru July 21st).*

General Department Informational Item(s):
February construction & permit activity including Year-To-Date (YTD) information is provided as attached.

WSB, project engineer for the Swedish Immigrant Regional Trail Segment C feasibility study/project has developed an electronic Public Engagement web site along with post cards and yard signs which will soon go live. In conjunction with post card and signage efforts staff will be posting notice in local newspapers. Taylors Falls has requested post card mailing to the entire city, which will also occur as the survey process sis initiated. Project objectives remaining include this public engagement effort and assembly of all feasibility data and information into a final feasibility report prior to grant deadline of June 31, 2021.

The ECSWC work related to Chronic Wasting Disease and Deer Carcass handling at the jointly owned Mora Landfill has resulted in ECSSWC Board adoption of a new handling policy at their May 10th meeting. The host county Board Representative has expressed continued concern but at this time the matter appears to have progressed to a resolution.

Department staffing news includes the recent resignation of Land Services Coordinator Jessica Jagoe and resignation of HHW Technician Monica Kinny. Good news is that Ms. Kinny is moving to the new role of AIS Specialist/Lead Watercraft Inspector. The resulting vacancies have been posted and we hope to be reviewing and interviewing candidates in June and have positions filled in July.

Environmental Services Permit Activity
April 2021

LOCATION	1. New Houses		2. Additions / Alterations Roofs/Decks /Wind. Foundations		3. Mechanical (gas conv. MH setup, mech/plumbing, woodstove, fireplace)		4. Accessory / pole bldg., garage, shed, pool, fence, sign		5.6 Commercial New and Additions / alteration / mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD
Amador	1	1	3	6	0	2	1	1	0	3	0	0	0	0	0	4
Center City	0	1	1	5	0	2	0	0	2	5	0	0	0	0	0	0
Chisago City	2	8	19	41	5	23	0	1	0	2	0	0	0	0	3	8
Chisago Lake	4	6	11	38	2	10	5	9	0	0	0	0	2	2	9	23
Fish Lake	0	0	0	4	0	3	0	1	0	0	0	0	0	0	6	11
Franconia	1	1	4	7	3	7	1	2	1	2	0	0	0	0	2	6
Harris	1	1	2	5	1	2	1	1	0	1	0	0	0	0	1	3
Lindstrom	3	4	12	27	3	17	1	2	0	2	0	0	0	0	0	0
Nessel	0	1	3	9	0	2	0	2	0	0	0	0	1	2	1	9
Rush City	0	11	4	12	1	3	0	1	0	0	0	0	0	0	0	0
Rushseba	0	0	2	2	0	1	0	1	0	0	0	0	1	1	5	8
Shafer	0	1	0	3	1	4	2	2	0	1	0	0	0	0	0	3
Sunrise	2	3	2	9	3	6	0	2	0	2	0	0	2	2	5	13
TOTAL:	14	38	63	168	19	82	11	25	3	18	0	0	6	7	32	88
Year to Year Comparison	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD
2020	14	28	62	131	17	75	7	12	2	7	0	0	1	4	71	92
2019	12	31	70	137	18	74	7	13	5	11	0	0	0	1	29	42
2018	10	30	45	94	19	44	4	8	4	13	0	0	1	2	26	47
2017	18	37	60	127	10	54	10	21	0	7	1	1	3	4	30	70

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
May 6, 2021 - *DRAFT*

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, May 6, 2021 in a synchronous e-meeting due to Declaration of Local Emergency.

Staff Present: Jessica Jagoe; Land Services Coordinator and Diane Sander; Land Services & Parks Specialist, and Kurt Schneider; Environmental Services Director.

Chair Johnson called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Board members was taken. Commission members present: Jim McCarthy, Shellene Johnson, Frank Storm, Dave Whitney, John Sutcliffe, Jim Froberg, and Chip Yeager. Ex Officio: County Commissioner Chris DuBose. A quorum was established with members present.

Coordinator Jagoe provided an overview of the electronic meeting format, review of muted microphones, speaking order, how to "raise hand", with the Chair Johnson leading and following meeting order/procedures.

APPROVAL OF AGENDA – ***Motion*** to approve the amended agenda with the addition of twenty public comments made by Frank Storm. Second by Chip Yeager. ***Motion amended*** by Chip Yeager to add Wild Mountain Properties, LLC to Old Business. Second by Frank Storm. The motion was approved 7 - 0 with a roll call vote. Ayes: McCarthy, Whitney, Sutcliffe, Storm, Froberg, Yeager, and Johnson. Nays, none.

APPROVAL OF MINUTES – ***Motion*** to approve the April 1, 2021 minutes by Jim Froberg. Second by Jim McCarthy. The motion was approved 7 - 0 with a roll call vote. Ayes: Yeager, Froberg, Storm, Sutcliffe, Whitney, McCarthy, and Johnson. Nays, none. Chair Johnson noted County Attorney provided legal opinion on the motion to rescind from the April 1, 2021 meeting and declaration the motion failed.

RECEIPT OF MATERIALS AND SUBMITTALS INTO THE RECORD - ***Motion*** that all applications, submittals, reports with attachments, and other materials were received into the record made by Frank Storm. Second by John Sutcliffe. The motion was approved 7 - 0 with a roll call vote. Ayes: McCarthy, Whitney, Sutcliffe, Storm, Froberg, Yeager, and Johnson. Nays, none.

Meeting materials distributed in advance to the Planning Commission for their review included: Staff Reports, sixteen - Public Hearing Comments for Green PID #03.01189.00 and four – Public Hearing Comments for Heggerston PID#02.00546.00. Copies of all correspondence and meeting materials were made available for electronic distribution.

Public Hearing Items:
Kathleen Green – Property is located east of Cedarcrest Trail off of 466th Street, Fish Lake Township; Sec.10, T.36, R.22 (PID #03.01189.00). Kathleen Green, Property Owner, is requesting a Conditional Use Permit (CUP) for Recreational Camping to operate a private campground for up to four campsites. Coordinator Jagoe provided an overview of Green's application. The lot was created in 1976 part of Hilding Beach Plat 2. The lot is 0.92 acre and by today's standards considered legal nonconforming. It does not meet current dimensional lot size requirements; lot is 133 feet wide by 300 feet deep. The parcel is zoned Agriculture (AG) with Shoreland Overlay due to proximity within 1,000 feet of Goose Lake. The subject property is currently undeveloped. Property has been used as a family campground and Ms. Green applied for the CUP to legally establish. The campground will be for family members with no more than four campsites. Campsites will not be open to public or for rent. Recreational vehicles would remain on the property year round. Trash service will be arranged and each recreational vehicle will be self-contained for water and responsible for obtaining their own water and disposing of sewage waste. Each campsite will have 2,000 square feet of area which is

the Department of Health minimum spacing requirements. Ms. Green is proposing to plant additional trees in a single row along both side yards. Tree species, height, or spacing were not specified. Fish Lake Township recommended approval with no conditions at their April 12, 2021 meeting. Township Board stated a preference that campers stay in place on the lot as much as possible rather than haul them in and out creating more traffic on the road. Technical Review was held April 14, 2021 and recommended 40 feet setback from front property line and suggested observance of quiet hours. Ms. Green was present to address concerns and questions. She stated her family has been here for many years and camping for many years. Her Grandfather divided the land for family members to enjoy. She explained that letter from the Code Enforcement Officer indicated they were out of compliance with the zoning ordinance with the campers being parked longer than 48 hours and exceeding thirty consecutive days. Ms. Green concluded she would like to keep the campers on the property instead of pulling them out every weekend, which is wear and tear on camper and township road. My family would like to stay the whole weekend, not just for 48 hours. My family takes care of the campers and yard and the sewage is disposed of properly. Chair Johnson asked each Planning Commission member for additional questions and comments.

Frank Storm asked if one camper will be left on property year round and approximately how many campers are present during major summer holidays. Ms. Green indicated that was negotiable, but would like to store it over the winter. During holidays it varies but ranges from 2 to 14 people. John Sutcliffe inquired if all four campers will be stored year round. Ms. Green indicated not all four campers would be there year round, possibly two campers. The family has other vacations so campers will not be there during the entire summer season. She stated upon learning she was not in compliance, her family started to move campers in and out. Chair Johnson opened the public hearing and noted there were numerous public comments for Planning Commission review. Chair Johnson indicated if the public would like to review the comments, they could request them from staff. Coordinator Jagoe read the list of names and addresses of written public comments submitted in advance of the meeting:

Steve and Erika Costelle - 2165 466th Street
Mary Mullner - 46480 Beach Road
Delores Sudeith - 46660 Beach Road
James Kubitschek - 46530 Beach Road
Violet Kubitschek - 46530 Beach Road
Barbara and Bill Weisz - 46560 Beach Road
Arlen and Karen Peterson - 46708 Beach Road
Paul and Mary Ann Swanson - 46400 and 46440 Beach Road
Paul Melquist - 46736 Beach Road
Vicki Hanson - 46750 Beach Road
Sharon and David Stocker - 46757 Beach Road
Jim Peterson - 46620 Beach Road
Bradley and Amy Klick - 46600 Beach Road
Larry and Teresa Luginbill - 46659 Beach Road
Eric and Susan Swanson - 46460 Beach Road
Tamara Eichman (Daughter of James and Violet Kubitschek) - 46530 Beach Road

Pubic in electronic attendance:
Lee Hanson – 46750 Beach Road, I am opposed to this application. We purchased our home on a lake not a campground. It is a campground and increases the amount of traffic on Beach Road when everyone is there. It is a residential area and the ordinance should be upheld. They do not obey DNR's no wake restriction. They are noisy and park all over. I am opposed to this application.

Amy Klick – 46600 Beach Road, I submitted our objection to issuing this permit. Ms. Green said it was just family, is not true. I counted 18 cars that boxed everyone in. I took pictures of the large RVs, there has been more than just four RVs. Ms. Green yelled at me for ten minutes and accosted me. I have asked people to slow down, they spin their wheels on the road and traffic is terrible on the weekend. We cannot have our windows open due to all the dust and have had people run around on our property. They have firecrackers going off all the time. We did not sign up for this when we purchased our property. It's a quasi-resort that is going on.

David Pederson – 46680 Beach Road, I live directly across the street 34 years. First, my lot was just a cabin and now as a full-time residence. I am opposed to this application. Beach Road is mostly quiet and residential with retired and mostly retired families. We get along except for one – Kathy Green, who is more combative than friendly. They own all this property because of her grandfather many years ago. They have more RVs on the lake side lot. They hook up water and sewer in addition to RVs across the street. Kathy and her family have always done what they want without obtaining any permits. Not until a neighbor called and complained. Four campsites with 28-34 ft length RVs look like a trailer park. Most neighbors look forward to Sunday when they leave. If the application is granted, they will stay the whole summer. Dogs are a concern. Quietness and respectable is not going to happen. Most of the submitted comments are opposed to the application.

Coordinator Jagoe identified members from the public on audio and asked if they would like to speak on the Green CUP application. With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing. Second by Jim Froberg. The motion was approved 7 - 0 with a roll call vote. Ayes: McCarthy, Whitney, Sutcliffe, Storm, Froberg, Yeager, and Johnson. Nays, none.

Frank Storm inquired if the Sherriff's Department has been called out and if the lot could be built on. Coordinator Jagoe indicated Sherriff's Department did not note any complaints receive during Tech Review and Code Enforcement Officer did receive a complaint which started process. The lot is considered legal nonconforming, a platted lot of record. If the lot could meet septic ordinance for septic design prior to 1997, yes, the lot may be buildable if they also met building and zoning code requirements. Jim McCarthy stated he understood concerns of campground and commented on acceptable land use and density with tabling the application. Dave Whitney and Jim Froberg inquired to the benefit of tabling the application. Jim McCarthy suggested tabling to County Board with moratorium to address concerns. Chair Johnson indicated if a moratorium was done, the application would proceed under current zoning ordinances. Chair Johnson agreed not to table the application. ***Motion*** by Dave Whitney to recommend denial of the Conditional Use Permit for a Recreational Camping Area to operate a year round campground as requested for the property at XX Beach Road, PID #03.01189.00 based on the following Findings of Fact:

1. The Applicant has presented a land use in conflict with the purpose and goals of Chisago County's Zoning Ordinance and Comprehensive Plan which reference identifying and finding a balance between promotion of natural amenities and protecting the quality of the surrounding settings.
2. The parcel is a legal nonconforming lot of record which does not meet present day dimensional requirements in the AG District which is a minimum lot size of five acres. Due to the substandard lot size, the parcel is not comparable to characteristics of the AG District and is more consistent in size and land use with the adjacent residential and shoreland parcels.
3. The proposed land use does not meet the purpose of recreational camping areas for providing areas to be used for recreational camping which will not detract from surrounding land uses or natural resources, and provide for the health and safety of the public using these areas.
4. The Applicant has not provided sufficient detail to ensure caretaker responsibilities and monitoring of site conditions to ensure that campground operations will be supported in a safe and efficient manner.
5. The Applicant has not demonstrated or provided mitigating steps on how site operations and layout of a recreational camping area will not adversely impact adjacent residential landowners.

Second by Jim Froberg. The motion to recommend denial was approved 6 - 1 with a roll call vote. Ayes: Yeager, Froberg, Storm, Sutcliffe, Whitney, and Johnson. Nays, McCarthy. Jim McCarthy stated Horseshoe Lake was approved on same size lots. Chip Yeager indicated to Chair Johnson he would be stepping away for a few minutes. Chair Johnson acknowledged his short absence.

Monte and Vicki Canfield - Property at 15432 310th Street, located north of County Road 37, Chisago Lake Township; Sec.25, T.34, R.20, (PID #02.00726.00). Kelly Jordan, on behalf of Property Owners, Monte and Vicki Canfield, is seeking approval of a preliminary plat of three lots, out of a 36 acre tract. Coordinator Jagoe provided an overview of Canfield's property. The property is zoned Agriculture (AG), three lots are approximately five acres in size with a 20 acre lot exempt from platting. The 20 acre parcel to the north is provided access via a 33 foot easement located on the east side of Lot 3 of the proposed plat. Chisago Lake Township approved the preliminary plat at their April 20, 2021 meeting with no conditions. Plat Review was held April 14, 2021 the new parcels are not located in the floodplain and no severe slope conditions are impacting the proposal. There are no new roads. Public Works Director has no issues with the proposal or two new driveway accesses. Wetland Specialist verified delineated wetlands. The parcel prior to subdivision can utilize up to 2,500 square feet of wetlands filled by exemption. Each crossing will require a wetland permit from the County. Tony Randall was present for Kelly Jordan and Property Owners, Mr. and Mrs. Canfield. Jim Froberg inquired about the easement and access to Kent Larson's property. Mr. Randall indicated there has been a conversation with Mr. Larson, but nothing has been noted in a written document/agreement. Mr. Randall indicated that could be an option for access; however, the proposal has the 33 foot easement next to it. Dave Whitney had the same question about access to the 20 acre lot.

Chair Johnson opened the public hearing. Coordinator Jagoe indicated this application did not receive any public comments submitted in advance of the meeting. Coordinator Jagoe identified members from the public on audio and asked if they would like to speak on the Canfield preliminary plat at PID#02.00726.00. With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing. Second by Dave Whitney. The motion was approved 7 - 0 with a roll call vote. Ayes: Yeager, Froberg, Storm, Sutcliffe, Whitney, McCarthy, and Johnson. Nays, none. Chair Johnson asked each Planning Commission member for additional questions and comments. ***Motion*** by Jim Froberg to recommend approval of the preliminary plat "Meadowlark Estates" as requested for PID#02.00726.00 for three residential lots as outlined in the Staff's report, site plan, and narrative of record with conditions.

Conditions:

1. Obtaining the necessary permit(s) from the County for any wetland impacts or crossing as applicable for each lot.

Second by John Sutcliffe. The motion was approved 7 - 0 with a roll call vote. Ayes: Yeager, Froberg, Storm, Sutcliffe, Whitney, McCarthy, and Johnson. Nays, none.

Craig and Debra Heggerston - Property at 16143 Furuby Road, Chisago Lake Township; Sec.13, T.34, R.20, (PID #02.00546.00). Brody Heggerston, on behalf of Property Owners, Craig and Debra Heggerston, is seeking a Conditional Use Permit for Rural Retail Tourism to allow a gathering venue for events and weddings. Coordinator Jagoe provided an overview of Heggerston's property. The property size is 33 acres with existing dwelling, detached accessory building and two barns. The property is zoned Agriculture (AG) with a previous use of an equestrian center and horse stable and referred to as "Majestic Oak Ranch". The proposal includes hosting wedding and events for up to 298 attendees, primarily Friday through Sunday from 9 am to 11 pm. Rentals will be responsible for hiring licensed caterers and/or liquor service as required by the rental agreement. No indoor plumbing improvements, three outdoor porta-potties will be provided and food grade commercial hose. Parking will be towards the road/south side of existing driveway in a 440 ft by 125 ft area. Chisago Lake Township approved the CUP application at their April 20, 2021 meeting with no conditions. Technical Review was held April 14, 2021 with no identified concerns or impacts. County Highway Director indicated the applicant will need to install a commercial driveway access. Mr. Brody Heggerston was present to address concerns and questions from the Planning Commission. Mr. Heggerston indicated he was in the military, will adhere to requirements, and be a good neighbor. He is looking for ways to build a business and income during COVID. Mr. Heggerston indicated he has spoken to a few neighbors who support the business, would do a decibel test and can provide further details on traffic flow for the site. His business would bring

people in and boost the local economy and be a veteran owned business. Chair Johnson asked each Planning Commission member for additional questions and comments.

Frank Storm and Chip Yeager inquired to number of porta-potties and location. Mr. Heggerston indicated there would be three porta-potties, with on being Americans with Disabilities (ADA) accessible. Jim McCarthy expressed concern about the campground and that was a separate land use. John Sutcliffe inquired about the commercial entrance to the property. Chair Johnson inquired about who lived on the property, who is present during events, and plans for house rental. Mr. Heggerston indicated that he and his parents live on the property and indicated the focus was to start the wedding venue and then focus on incorporating the house for participants/renters to stay onsite during the event/weekend. He would be on site during the event; however, a wedding planner would be hired while he was away for military services. Events will be focused from May through end of October depending on temperatures/weather. Chair Johnson inquired to number of events during the week. Mr. Heggerston indicated it would be limited with events mainly on Friday through Sunday. Chair Johnson opened the public hearing and indicated if the public would like to review the comments, they could request them from staff. Coordinator Jagoe read the list of names and addresses of written public comments submitted in advance of the meeting:

Erick and Holly Parsons – 16070 Furuby Road

Bill and Lynne Hicks – 16350 Furuby Road

Steve and Toni Lundahl – 15827 Furuby Road

Craig and Janell Gornik – 16345 Furuby Road

Lynne Hicks – 16350 Furuby Road, We reject the proposal for the wedding venue. Mr. Heggerston did not contact us. Staff hired would not live in the area and are not part of the neighborhood and will not be vested in the neighborhood. We have concerns about crowd noise, traffic, safety, and security. We purchased the farm to avoid noise and traffic. Strangers will be provided alcohol and have drunk behavior/driving or wandering onto neighbors property. We spent our life savings on our property now our property values will go down. Again, we reject the proposal for the wedding venue.

Craig Gornik – 16345 Furuby Road, I agree with Lynne and Mr. Heggerston did not contact me either. We can hear basic conversations from Heggerston's property while they are doing yard work. We can hear it clearly and with events during the week and weekends would be like living next to the bar. I have concerns with parking in the hay field during wet weather conditions. They would not be able to park on site, but on the road causing safety issues. We have put all our money into our place, who is going to pay the neighbors with reduced property values.

Coordinator Jagoe identified members from the public on audio and asked if they would like to speak on the Heggerston CUP application. With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing. Second by Jim Froberg. The motion was approved 7 - 0 with a roll call vote. Ayes: Yeager, Froberg, Storm, Sutcliffe, Whitney, McCarthy, and Johnson. Nays, none.

Chip Yeager and Chair Johnson expressed concerns with parking on site. Jim McCarthy and Chip Yeager questioned the capacity limitation at 298. Coordinator Jagoe indicated it was requested by the applicant. Capacity was consistent with rural retail tourism and building code occupancy. Chip Yeager indicated he would be more comfortable with capacity of 200 attendees. Chair Johnson had concerns with year round events and suggested May 1, through October 1 and limit one event during week to start out with smaller crowds. Chair Johnson was unclear of the scope of intent for the property with weddings, small gatherings and camping. Chip Yeager suggested limiting Condition #2 from year round to May 1 through October 1 and perhaps reducing hours of operation and one event per week. Chair Johnson indicated the property could host two weddings a day, that is roughly 600 people on Friday, Saturday and Sunday. Chair Johnson indicated further clarification was need for parking, time and guest accommodations.
Jim McCarthy noted the Planning Commission has not limited seasonally but could do two days a week with maximum of 200 people. ***Motion*** by Chair Shellene Johnson to recommend to table action and extend the

initial 60-day period on proposed Conditional Use Permit application for Rural Retail Tourism to gather additional application information. Further information and/or clarification needed for parking plans or improvements to parking area, maximum number of attendees, number of events per week, and times of operation (seasonal or year round use). Second by Chip Yeager. ***Amended Motion*** by Chair Shellene Johnson to recommend to table action and extend the initial 60-day period on proposed Conditional Use Permit application for Rural Retail Tourism for staff to work with the applicant to gather additional information. Second by Chip Yeager. Dave Whitney suggested reviewing previous wedding venue applications for guidance. The motion was approved 7 - 0 with a roll call vote. Ayes: Yeager, Froberg, Storm, Sutcliffe, Whitney, McCarthy, and Johnson. Nays, none.

Old Business:

Zoning Ordinance Review & Update

Committee Report/Discussion on One Acre Buildable and Septic Ordinance

Chair Johnson reported the subcommittee has met on numerous occasions. They have reached agreement on some items and continue to work to move this topic forward. John Sutcliffe and Frank Storm requested to see discussion or suggestions that the subcommittee has been working on for review. Chair Johnson noted Dave Whitney has an outline. County Commissioner DuBose indicated the County Board is anxious to review this topic. Frank Storm suggested the subcommittee should prepare separate outlines; Planning Commission could review the different opinions. Jim McCarthy indicated he would insert his edits into Dave Whitney's outline to provide a good foundation for next month's discussion. Chair Johnson indicated the subcommittee's outline of One Acre Buildable suggestions with individual edits will be sent to Coordinator Jagoe by May 12, 2021 for distribution. ***By consensus***, the Planning Commission will review and discuss One Acre Buildable edits and added the topic to the June meeting agenda.

Wild Mountain Properties, LLC

Chip Yeager noted the Wild Mountain Properties Amended Conditional Use Permit was tabled by the Planning Commission, but the County Board approved it. Director Schneider reported the County Board did review additional materials provided by the applicant, such as the proposed campground rules and removing the microbrewery building. The applicant removed the microbrewery operation and gathering venue building voluntarily. It does not happen often, but the County Board does have that ability to vary from Planning Commission's recommendation. County Board decided to take a different course of action and adjusted condition six and added conditions to incorporate campground rules and permanent property boundary markers. County Commissioner DuBose indicated the additional materials provided did not warrant any additional delay to the applicant.

New Business:

County Board Referral – Zoning Ordinance Accessory Building(s)

County Commissioner DuBose indicated a discrepancy in the zoning ordinance for stand alone accessory buildings and provided examples of accessory building situations. County Commissioner DuBose's discussed the need to change the accessory buildings zoning ordinance for reasonable use of the buildings. Director Schneider indicated the County Board would like the Planning Commission to review accessory building requirements. Chip Yeager asked if the Planning Commission only needed to review the highlighted yellow text language or the entire Accessory Building section. Director Schneider reviewed permitted, conditional and interim uses in the Agricultural Zoning District. The review would not necessarily call for an entire rewrite. Jim McCarthy and Dave Whitney indicated they supported waiting and reviewing the ordinance as a whole instead of specific sections at a time. County Commissioner DuBose pointed out flaws in the ordinance. He indicated the County Board is requesting this to be a higher priority instead of waiting as the Planning Commission continues the regular zoning ordinance review process. Chair Johnson volunteered to assist with developing draft language changes and would like to review for the June meeting. Discussion followed on opinions of reviewing the ordinance and direction provided by the County Board. Dave Whitney suggested

sending a list of concerns on accessory buildings to staff, so they could consolidate and distribute the list for review. The Planning Commission could then come to a consensus on items of discussion for the June meeting and move into targeted text changes in the ordinance. Chip Yeager reviewed language from the County's Comprehensive Plan. Chip Yeager and Frank Storm supported the zoning ordinance was written to focus first on agriculture and secondly on residential. ***By consensus***, Planning Commission members can provide input and County Commissioner DuBose will develop a draft for Planning Commission review. Chair Johnson noted Zoning Ordinance Accessory Building(s) will be added to the June meeting agenda.

Communications and Reports

County Commissioner DuBose provided a brief review of County Board items that included: Wild Mountain Winery, Accessory Building Zoning Ordinance, construction projects/bids, reestablishment of ditches and water resources presentation. City of North Branch completed a wireless internet system. A ladder system was utilized for installation. An example of the tower is located at County Road 14 and 375th Street. Planning Commission could review the tower and discuss allowing that particular type of tower under the zoning ordinance.

Director Schneider reported an update on Request For Proposal (RFP) for a consultant/planner to assist with zoning work and ordinance development. Currently funding and position are being assessed. **Motion** by Chair Shellene Johnson to cancel the Planning Commission's Special Work Session May 20th meeting. Second by Frank Storm. The motion was approved 7 - 0 with a roll call vote. Ayes: Yeager, Froberg, Storm, Sutcliffe, Whitney, McCarthy, and Johnson. Nays, none. Discussion followed on the continuation of electronic meetings or in-person meetings. Governor Walz has loosened COVID restrictions in Minnesota and County Board could determine when in-person meeting could be conducted. County Commissioner DuBose indicated the County Board may leave it up to individual boards to continue electronic or in-person meeting. Director Schneider indicated the meeting format is included as part of public notification and would be in-person or electronic, but stated challenges remain with a holding a hybrid meeting.

ADJOURNMENT: There being no further business, motion by Frank Storm and second by Jim Froberg to adjourn. The motion was approved 7 - 0 with a roll call vote. Ayes: McCarthy, Storm, Whitney, Froberg, Yeager, Sutcliffe and Johnson. Nays, none. Meeting was adjourned at 9:51 p.m.

Chisago County Request For Board Action

Meeting Date: May 19, 2021	***Item Number:*** 16
Title of Item for Consideration: Brody Heggerston Conditional Use Permit – Rural Retail Tourism Gathering Venue "Majestic Oak Ranch"	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	

Background: Brody Heggerston on behalf of property owners Craig and Debra Heggerston are requesting a rural retail tourism Conditional Use Permit to allow a gathering venue for events and weddings at 16143 Furuby Road, Chisago Lake Township, PID#02.00546.00.

At their meeting of May 6, 2021, the Planning Commission conducted the requisite public hearing and recommended tabling/extending the initial 60-day consideration of the request voting 7-0. In review, the Commission expressed questions and the need for further information and review as to parking plans and improvements to establish parking area, maximum number of attendees, number of events per week, and times of operation (i.e. seasonal or year-round use). The Commission also requested staff assembly of past permits issued for similar type proposals to aid in their analysis.

Following the Planning Commission meeting, on May 7th, the applicant delivered the attached *"Summary and Answers of Concerns: Board of Commission Meeting, May 6, 2021"*

Pursuant to Minnesota Statute, the 60-day agency action deadline is May 31, 2021. Among the options for the County Board at tonight's meeting are the following:

1. Adopt the Recommendation of the Planning Commission and extend the time for acting on the application as allowed under Minnesota State Statute 15.99 Subd. 3(f). The County Board may consider extending the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it gives written notice of the extension to the applicant. The notification must state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."
2. Approve the CUP application, as outlined in the Staff Analysis and Report, with the Findings and Conditions as presented;
3. Approve the CUP request, generally as outlined in the Staff Analysis and Report, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval);
4. The County Board may Deny the CUP request for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

   Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next scheduled meeting.

***Attachment(s)*:**

- Applicant May 7, 2021 Document *"Summary and Answers of Concerns: Board of Commission Meeting, May 6, 2021"*
- Planning Commission Presentation
- Planning Commission Staff Report & Hearing Packet
- Planning Commission Minutes (attached to Environmental Service Director Report)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the May 6, 2021 Chisago County Planning Commission recommendation to extend consideration of the Heggerston "Majestic Oak Ranch" Conditional Use Permit application and to direct Staff to notify the applicant accordingly. The suggested motion to approve this action is as follows:

"Move to extend the time for acting on the Heggerston "Majestic Oak Ranch" Rural Retail Tourism Conditional Use Permit application at 16143 Furuby Road, Chisago Lake Township, PID#02.00546.00. for a period not to exceed 60 days so as to allow further Planning Commission review on June 3, 2021, and County Board action as soon as June 16, 2021 but no later than July 21, 2021; and direct staff to issue written notification of the extension authorized by this motion and that such written notification state that the extension is made to allow for the applicant to provide the additional information as requested by the Planning Commission and to allow the Planning Commission to consider the application in that time frame with the additional information and make a recommendation to the County Board for determination.

Implications of Action: Recommended Board action of the Planning Commission delays consideration of the Conditional Use Permit amendment request until on or before June 16, 2021.

Alternatively, the County Board may elect to further discuss the clarifying information subsequently presented by the applicant and consider options 2,3, or 4 as determined at the meeting.

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies. Conditions placed on the CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.

Administrator's Recommendation

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

received
5/7/21

Brody Heggerston, Majestic Oak Ranch

Summary and Answers of Concerns: Board of Commission Meeting, May 6, 2021

Brody Heggerston, Majestic Oak Ranch CUP
16143 Furuby Rd. Center City, MN 55012

Wedding Venue CUPs In the area:

Concern: What are the Standard Operating Procedures accompanying this CUP?

Answer: Majestic Oak Ranch respectfully requests the Commission to review the CUPs of surrounding wedding venues, and grant the same operating guidelines, to operate a successful business while maintaining peace and welfare.

- Wedding Venue CUP in consider. In order of proximity:
  - Terra Nue Farm (32025 Ranch Trail, Shafer, MN 55074)
  - Bloom Lake Barn (17147 Bloom Lake Rd, Shafer, MN 55074)
  - Dragonfly On Oasis (38162 Oasis Rd, Lindstrom, MN 55045)
  - Maple Ridge Farm (33700 Vista Rd, Taylors Falls, MN 55084)

Noise/Nuisance

Concern: Noise levels(Decibels) will be too high and disrupt surrounding properties welfare.

Answer: Noise levels shall maintain within the ordinance, prescribed by the state of MN as between the daytime hours of 7a.m.-10p.m., and the nighttime hours of 10p.m.-7a.m..During normal operation Brody Heggerston will conduct a Decibel(Sound Level) test at the locations of the neighboring properties. The Decibels shall not exceed the tolerance as required by **7030.0040. as published by Minnesota Pollution Control Agency.** Majestic Oak Ranch requests the hours of operation at the wedding venue shall be governed by this law and follow the same rules of operation as surrounding wedding venues. Please continue to page 2, and review the following citation:

Minnesota Administrative Rules. (Minnesota Legislature, 2021, Procured May 7, 2021)

7030.0040 NOISE STANDARDS.

Subpart 1. **Scope.** These standards describe the limiting levels of sound established on the basis of present knowledge for the preservation of public health and welfare. These standards are consistent with speech, sleep, annoyance, and hearing conservation requirements for receivers within areas grouped according to land activities by the noise area classification (NAC) system established in part 7030.0050. However, these standards do not, by themselves, identify the limiting levels of impulsive noise needed for the preservation of public health and welfare. Noise standards in subpart 2 apply to all sources.

Subp. 2. **Noise standards.**

Noise Area Classification	Daytime		Nighttime	
	L_{50}	L_{10}	L_{50}	L_{10}
1	60	65	50	55
2	65	70	65	70
3	75	80	75	80

Statutory Authority: *MS s 116.07*

History: *11 SR 43; 18 SR 614*

Published Electronically: *December 12, 2003*

Occupancy

Concern: The number of occupants of 298 may be excessive.

Answer: The number, 298, comes from the Occupancy limit as prescribed by the **2015 Minnesota Building Code Administration: Chapter 3. Section 303.4 Assembly Group A-3.**

A3 Occupancy. A3 Occupancy is defined as "Assembly uses intended for worship, recreation or amusement and other assembly uses not classified elsewhere in Group A.

Most wedding venues in the state of MN are classified as A-3, including the other local wedding venues in Chisago County. The number of 298 is only a limit of occupancy, including vendor and caterer personnel. Majestic Oak Ranch has no intention of hosting this maximum number of patrons at an event. The average wedding anticipated to be held on the property will be from 50-250, however never exceed 298.

Parking

Concern: The area designated for parking may cause guests and their vehicles to get stuck.

Answer: The Heggerston's have lived on the property for 30 years. That area was used as parking for oversized horse trailers and their large trucks. We have had no issue with becoming stuck due to the great drainage gradient in that area. Referencing the County GIS picture, you can see that there is a pond to the West. Any rainfall and moisture will drain to that pond. The area highlighted on the map shows a limit to parking close to this pond, or the area which may be saturated. In the event of rainfall, parking will be enforced to the East along the fence-line to limit vehicles parking on the lower gradient to the West. In the rare event that someone should become stuck. The Heggerston's have capability to help a guest become unstuck, by means of tractor or large trucks. As good neighbors, and on multiple occasions, we have helped the neighboring parties opposed to the CUP, recover their vehicles and farm equipment from snowbanks and soft soil. In the unlikely event the designated parking area becomes too saturated, there are several other well-maintained pastures and parking areas that guests may park their vehicles. I encourage the commission that this will not be an issue.

Season of Operation, Days of Operation & Number of Events

Concern: The business operation is All-Year Round and the number of events per week may be excessive.

Answer: During the meeting with the commission, there was a misunderstanding of the time frame for operations. The confusion of the venue being "year round" and an "attraction for other events", came from Brody Heggerston's Executive Summary, under the section titled *Future of the Company.* Any literature written under this section are hypothetical future ideas, a potential 5-year plan, and will not be sought after in this CUP application. The intent of this section was to illustrate the growth potential Majestic Oak Ranch possesses, not it's literal intent.

This CUP application is solely for a wedding and event venue, and the request for operation is as follows:

The Seasonal business will operate *May 15 through October 31*. The days of operation shall be limited to *Friday, Saturday, and Sunday*. On occasion, a holiday falls on a Monday or Thursday, and an event may be requested by client. *No other weekdays will be allowed for events*. A weekday operation will be very rare, only one or two in the season. *Only one full-service wedding per day*. There will be no double booking of full-service weddings (Ceremony & Reception). Some clients may only request the venue for a quiet three-hour ceremony, which can be performed in the morning, prior to a full-service event. Ceremonies are deemed quiet, as there is no musical celebration reception to follow.

The conduction of an event every day is unlikely, but *at a Maximum, only 2 quiet ceremonies, and one reception with music are permitted on the days of operation.* Additionally, the chance of this full booked day is deemed very unlikely.

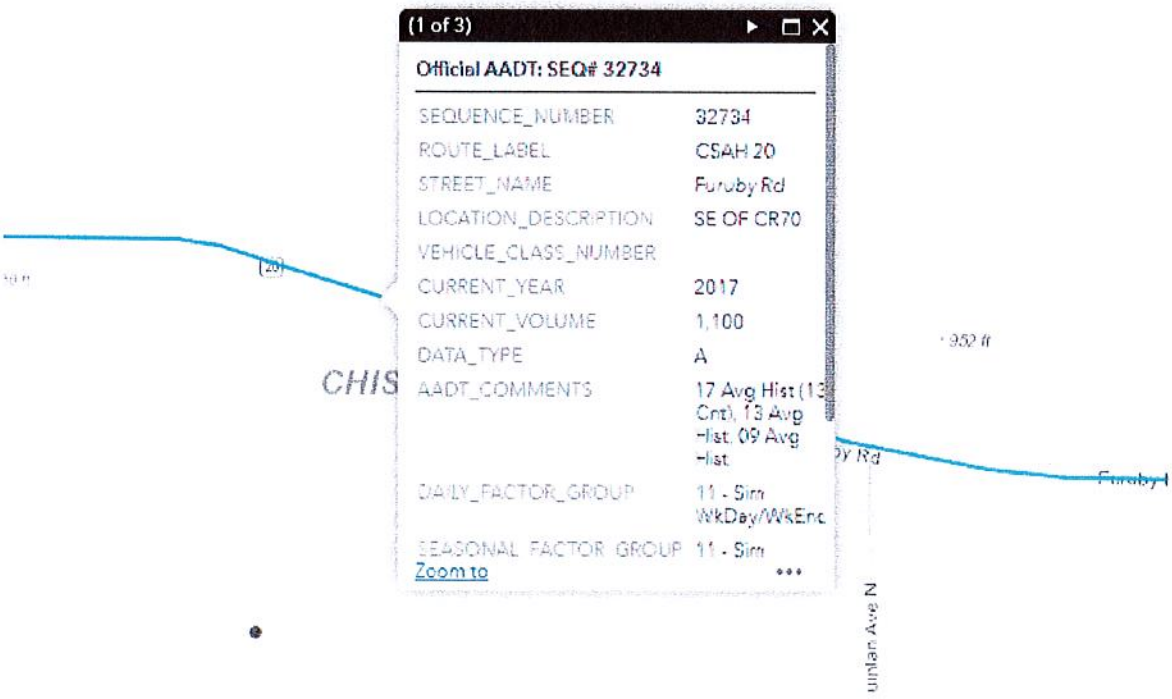
The number of events per week will be limited by these days of operation.

In conclusion, please consider the surrounding wedding venue CUPs, issued by the county, and their permission to conduct business on each of these days requested above, as their normal operation currently involves multiple weddings per weekend.

Traffic

Concern: The driveway and approach may need to be widened to allow for traffic flow. The addition of a venue will increase traffic on County Road 20.

Answer: The amount of traffic on County Rd 20, or Furuby Rd, is not a high volume. According to the MN Department of Transportation(DOT) Traffic Volume Data is collected between the months of April and October. The Annual Average Daily Traffic (AADT) is collected for major interstates, highways, and even county roads. Chisago County collects this data every 4 Years. According to my research through the MN DOT, the data below, collected in 2017, shows the Official AADT for County Rd 20, at 1100 vehicles. This data includes local traffic counted twice per day going to and from their homes, and traffic passing through. This is the equivalent of only 45 vehicles per hour, and 1 vehicle passing every 1 minute and 15 seconds. Data Collection site was West of Majestic Oak Ranch, towards town. The following illustration is at the location of Majestic Oak Ranch, and shows official data collected for this roadway.



The anticipated growth in AADT traffic from the addition of this venue is only at 12-28 vehicles. Estimated by the number of guests, and carpooling scenarios, on weekends only.

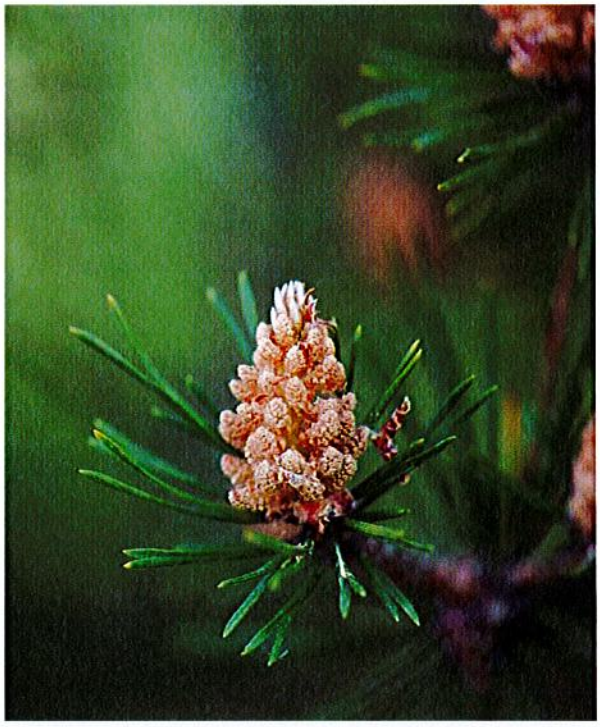
Brody Heggerston, Majestic Oak Ranch

Brody Heggerston has reached out to County Engineer, Joe Tripplet, to assess the current status of the driveway and County Road 20. Mr. Heggerston will work with the engineer to establish a safe, functional, and affordable resolution.

Thank you for your support and humble considerations through this process.

Signed: Brody Heggerston, May 7th, 2021

05/07/2021



HEGGERSTON

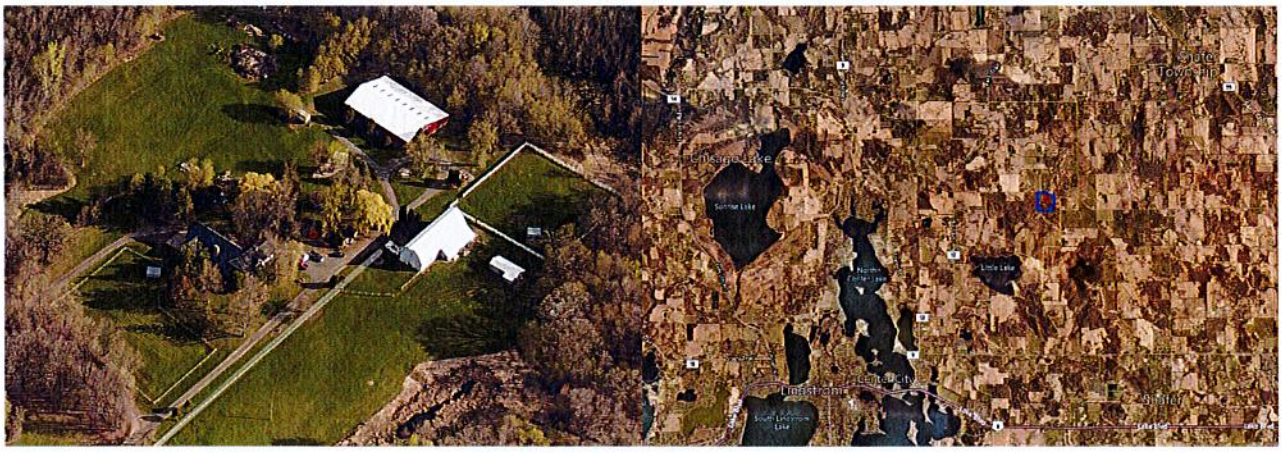
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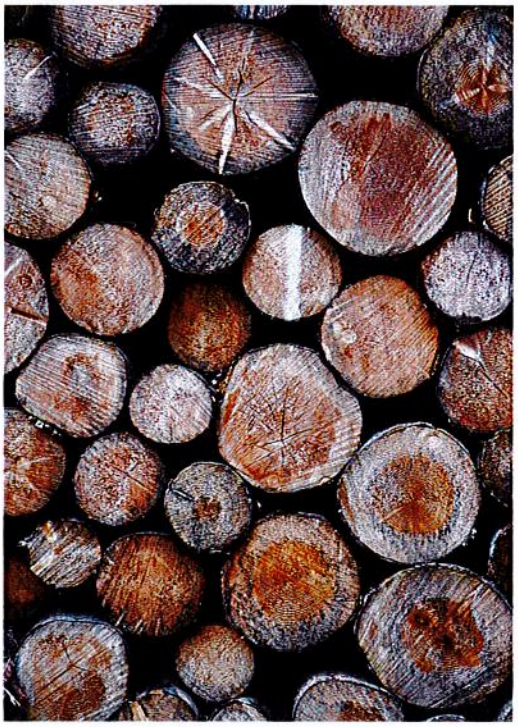
16143 Furuby Road

Chisago Lake Township

REQUEST:

Conditional Use Permit for Rural Retail Tourism to allow gathering venue for events and weddings.





PARCEL DETAILS:

- Zoned – AG, Agricultural District
- Parcel Size – 33 acres
- Existing Development – Dwelling, detached accessory building, and two barns
- Referred to as "Majestic Oak Ranch"
- Previous uses – Equestrian Center and Horse Stable
- Surrounding area also zoned AG and mainly 20+ acre tracts of land



PROPOSAL ANALYSIS:

- Host Weddings and Events for up to 298 attendees
- Primarily Friday through Sunday
- Occasional weekday use, if requested
- Hours of Operation – 9 AM to 11 PM
- Rentals are responsible for hiring licensed caterers and/or liquor service as required by Rental Agreement
- No indoor plumbing improvements – 3 outdoor porta-potties provided & food grade commercial hose
- Parking towards road/south side of existing driveway 440'x125' area





SITE LAYOUT

TIMELINE

Technical Review

April 14, 2021

County Highway Director required to install a commercial driveway access

No other identified concerns/impacts

60-Day

Complete on April 1, 2021

Deadline will be May 31, 2021

Township

Chisago Lake Township

Meeting on April 20, 2021

Recommended Approval with no conditions

Recommended Action:

Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff has provided below the following recommended motion with conditions for your consideration.

RECOMMEND APPROVAL OF A CONDITIONAL USE PERMIT AS REQUESTED BY BRODY HEGGERSTON, APPLICANT FOR THE PROPERTY LOCATED AT 16143 FURUBY ROAD, PID# 02.00546.00, BASED ON THE NARRATIVE AND SITE PLAN ON RECORD AS PROVIDED BY APPLICANT (OR AS MODIFIED AT TONIGHT'S HEARING) AND BASED ON THE FINDINGS OF FACT AS PRESENTED IN STAFF'S REPORT AND THE FOLLOWING CONDITIONS:

1. THIS IS A CONDITIONAL USE PERMIT FOR RURAL RETAIL TOURISM TO ESTABLISH AND MAINTAIN A GATHERING VENUE TO HOST ACTIVITIES ON-SITE SUCH AS WEDDINGS, BANQUETS AND OTHER GATHERING EVENTS.

2. THIS CUP SHALL ALLOW YEAR ROUND USE OF THE PROPERTY TO HOST EVENTS.

3. FRIDAY THROUGH SUNDAY EVENT HOURS OF OPERATION SHALL BE 9 AM TO 11 PM AND EVENTS HELD MONDAY THROUGH THURSDAY SHALL HAVE HOURS OF OPERATION FROM 9 AM TO 10 PM. *(NOTE: STAFF INSERTED RECOMMENDED WEEKDAY HOURS OF OPERATION. PLANNING COMMISSION SHOULD DISCUSS WITH APPLICANT IF THERE SHALL BE A LIMITED NUMBER OF OCCASIONAL WEEKDAY EVENTS AND/OR HOURS OF OPERATION TO BE ESTABLISHED UNDER PERMIT.)*

4. ALL GATHERING EVENTS THAT INCLUDE MUSIC SHALL BE CONDUCTED INDOORS AND BUILDING DOORS AND WINDOWS SHALL REMAIN CLOSED DURING MUSIC (LOW LEVEL ACOUSTIC MUSIC FOR WEDDING CEREMONIES SHALL CONSTITUTE AN EXCEPTION.)

5. THE MAXIMUM ATTENDANCE AT ANY GIVEN EVENT SHALL BE LIMITED TO 298 GUESTS.

6. ALL PARKING SHALL BE ACCOMMODATED ON-SITE, WITH SUPERVISED MANAGEMENT OF INGRESS AND EGRESS TRAFFIC TO ELIMINATE CONFLICTS IN TRAFFIC FLOW.

7. SUBMITTAL OF STRUCTURAL INTEGRITY REPORT FOR ANY CHANGE IN OCCUPANCY FOR USE OF EXISTING STRUCTURES. ALL NECESSARY BUILDING CODES SHALL BE ADHERED TO (INCLUDING ANY NECESSARY RETRO-FITTING OF THE EXISTING BUILDINGS TO ACCOMMODATE THE NEW OCCUPANCY, PURSUANT TO REVIEW BY QUALIFIED ARCHITECT-ENGINEER) AND ALL REQUIRED PERMITS SHALL BE OBTAINED PRIOR TO OCCUPANCY.

8. THE PERMITTEE IS REQUIRED TO OBTAIN A DRIVEWAY PERMIT FROM COUNTY HIGHWAY AND IS SUBJECT TO INSTALLATION OF A COMMERCIAL ACCESS PER THE STANDARDS AS DEEMED NECESSARY BY CHISAGO COUNTY PUBLIC WORKS.

9. ALL FOOD PREPARATION AND/OR SALES AT THE SITE SHALL COMPLY WITH ALL APPLICABLE MINNESOTA DEPARTMENT OF HEALTH REGULATIONS.

10. ANY LIQUOR SERVICE SHALL BE IN ACCORDANCE WITH ALL APPLICABLE MN DEPARTMENT OF PUBLIC SAFETY REGULATIONS AND CHISAGO COUNTY LIQUOR LICENSING REQUIREMENTS.

11. SIGNAGE SHALL BE IN ACCORDANCE WITH SECTION 4.14 OF THE ZONING ORDINANCE.

12. MINNESOTA BUILDING CODE, SSTS, AND ALL OTHER RELEVANT CODES SHALL BE APPLICABLE TO THE PROJECT. ALL PERMITS AND CERTIFICATES OF OCCUPANCY AND COMPLIANCE SHALL BE OBTAINED PRIOR TO OCCUPANCY, AND CUP APPROVAL SHALL BE CONSIDERED PROVISIONAL UNTIL SUCH TIME AS THESE REQUIREMENTS ARE MET.

13. THE PERMIT HOLDER SHALL NOTIFY THE COUNTY ANNUALLY THAT THE ACTIVITY PERMITTED BY THE CUP IS ONGOING, AND THE ACTIVITIES BEING CONDUCTED CONTINUE TO ADHERE TO THE CONDITIONS OF APPROVAL.

Public Comments Submitted in Advance of Electronic Meeting

PUBLIC HEARING COMMENT PARSONS FOR HEGGERSTON PID 02.00546.00

PUBLIC HEARING COMMENT LUNDAHL FOR HEGGERSTON PID 02.00546.00

PUBLIC HEARING COMMENT HICKS FOR HEGGERSTON PID 02.00546.00

PUBLIC HEARING COMMENT GORNIK FOR HEGGERSTON PID 02.00546.00

Staff Report

TO: Chisago County Planning Commission

FROM: Jessica Jagoe, Land Services Coordinator

DATE: April 29, 2021

RE: Heggerston, Conditional Use Permit
PID #02.00546.00, Chisago Lake Township
16143 Furuby Road

Action to Consider
The Applicant is requesting a Conditional Use Permit for Rural Retail Tourism to allow a gathering venue for events and weddings.

Property Background/Description
Brody Heggerston, Applicant, is requesting a Conditional Use Permit to operate a wedding and private event gathering venue on property owned by his parents Craig and Debra Heggerston. The 33 acre parcel is zoned AG, Agricultural. The parcel is located on the south side of Furuby Road situated between County Road 12/Park Trail and County Road 21/Red Wing Avenue about a ½ mile north of Little Lake. The surrounding area is also zoned AG with a mix of residential and active agricultural uses on tracts of land mainly 20+ acres in size.

The property referred to as Majestic Oak Ranch is developed with a dwelling, a detached accessory building, and two barns. These detached buildings were previously used an as equestrian center and horse stable. The green space around the existing development is a mixture of grass and mature trees with heavier forestation around the perimeter of the property.

The purpose of the AG District is to provide areas to be utilized for agricultural and agricultural related uses and low density residential uses. In this district, Rural Retail Tourism is allowed by Conditional Use Permit.

Site Plan/Proposal Analysis
The proposal is to allow weddings and other gathering events to be conducted primarily on Friday through Sunday in the detached barns for up to 298 attendees including hired personnel. The renter and their guests will full access to the grounds on the property and both detached barns, but no portion of the dwelling. It should be noted that the application originally included event services/offerings that may be conducted from the dwelling, but all of those associated activities were removed from the proposal scope of this application due to potential impacts to septic system requirements as a commercial operation. The hours of operation will be from 9

AM to 11 PM. In the described operations, the Applicant has also stated there could be an occasional weekday if requested by a customer. The Planning Commission should discuss if adjustments should be made to the hours of operations if there were to be a weekday event. Staff has included language for consideration in the conditions for modified weekday hours.

There will be no catering or alcohol services provided by the Applicant/Operator. Customers may hire licensed caterers and/or servers to serve food and beverages and will be required as part of their rental agreement to provide additional liability insurance to cover any property damages, accidental injuries, or alcohol related injuries. No plumbing improvements/alterations are proposed as part of the application to provide for kitchen or bathroom facilities in either detached building. The Applicant will contract with a porta-potty service for restroom accommodations. There will be a minimum of three units during the events. Caterers will have access to water from the well through a Food Grade hose. All food preparation or sales, liquor service, discarding of water and sewage waste, etc. is subject to applicable Minnesota Department of Health and Minnesota Department of Public Safety regulations and/or licensing.

Mr. Heggerston has included with the application a preliminary assessment of the structural integrity of the buildings to be used for the weddings and events. If approved, the Applicant would be required to provide a full report from a certified architect or engineer of structural standards to the Building Official for review to verify that the buildings comply with any applicable State of Minnesota Building Codes for the change in occupancy. Any alterations to the building(s) which are necessary as a result would require a building permit prior to commencement of construction activity.

A parking plan was included in the submission. Guests will use the existing driveway off of Furuby Road and access the spaces from an opening at the south side of the parking area away from the roadway. There will be four rows of parking in an approximate 440' x 125' area. The County Highway Director has stated that based on the narrative that these events will not require turn lane construction. The Applicant will be subject to a driveway permit through County Highway and will be required to install a commercial driveway/entrance. Staff would request consideration from the Planning Commission to include the comments of the County Highway Director as a recommended condition of approval.

The Applicant described in the narrative his plans for future expansion of the property, but those components (i.e. use of the dwelling for bride and groom staging/dressing, camping, and short-term rental of house) are not part of this request. Therefore, Planning Staff has not completed a review of feasibility and/or code compliance for future land uses. Any expansion beyond the conditions as stated in the CUP would require the Applicant to apply for an amendment with associated new application and fees.

Lastly, the Technical Review Panel met on April 14th. As reiterated above, the County Highway Director has stated that based on the narrative of the proposed land use that these events will not require turn lane construction. The Applicant will be subject to a driveway permit through County Highway and will be required to install a commercial driveway/entrance. Additionally, the Chisago County Sheriff's Office and Code Enforcement Officer are members of the Technical Review Panel. No other identifiable concerns were raised during this review.

Rural Retail Tourism Code Analysis

The Planning Commission as outlined in Zoning Ordinance Section 4.15 shall consider possible effects of the proposed land use based upon the following general factors and any other requirements set forth in this Ordinance or deemed otherwise relevant:

A. Purpose. In accordance with the stated goals of the Chisago County Comprehensive Development Plan, it is the purpose of this subdivision to:

- Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.
- To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.
- Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.
- Provide opportunities for new economic growth through Rural Retail Tourism businesses.
- Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.

B. Standards. Rural Retail Tourism Businesses shall meet the following standards:

1. Rural Retail Tourism businesses shall be located within the A or RVC Zoning Districts;

2. Rural Retail Tourism businesses shall require a Conditional Use Permit in accordance with Section 8.04 of this Ordinance;

3. Rural Retail Tourism businesses shall be shown to have a unique and demonstrable relationship with Chisago County or its region, and its history, culture, traditions, arts, crafts, lore, natural resources, or other features and amenities, in accordance with the above stated purposes.

C. Allowed Uses. Allowed Rural Retail Tourism businesses shall include things as farm or other historical heritage attractions, single family residential rental properties for retreats, crafting, weddings, receptions, bed & breakfasts; small-scale, low impact special events or music festivals, corn mazes, holiday celebrations and harvest festivals, country-craft/antique shops, unique local venues providing for the sale and serving of locally produced raw and/or value-added agricultural products, goods and services, and other reasonably related merchandise, and other uses determined by the Department to be similar in nature and scope.

D. The terms "small-scale" and "low-impact" shall be construed to refer to land uses which:

1. Do not create an excessive demand upon existing services or amenities;

2. Are screened or able to be screened adequately, or are sufficiently separated from adjacent development or land, to prevent undue negative impact to nearby properties;
3. Will not have an appearance that is inconsistent or incompatible with the surrounding area;
4. Will not cause traffic hazard or undue congestion;
5. Will not negatively impact the neighborhood by intrusion of noise, glare, odor, or other adverse effects.

Applications which are determined to be unable to meet the above criteria may be processed as a major commercial conditional use, provided the use is allowed in the relevant Zoning District.

E. All conditional uses for Rural Retail Tourism shall meet the applicable requirements of Section 8.

F. Code Compliance. An existing structure or SSTS which is subjected to a change in occupancy or GPD loading as a result of an approved CUP for a Rural Retail Tourism business shall be retrofitted and/or upgraded to conform to current code requirements. All existing buildings proposed for use in association with the business shall be certified by an architect or engineer to be in compliance with current structural standards for the new occupancy prior to any use of the structure.

Conditional Use Permit Analysis

The Planning Commission as outlined in Zoning Ordinance Section 8.04.C shall consider possible effects of the proposed conditional use based upon (but not limited to) the following general factors and any other requirements set forth in this Ordinance or deemed otherwise relevant:

1. *The Comprehensive Plan and development policies of the County;*

2. *The use shall 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;*

3. *The use shall 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;*

4. *The structure and site shall have an appearance that will not have an adverse effect upon adjacent properties;*

5. *The 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;*

6. *The 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;*

7. *The use shall not cause traffic hazard or congestion; and*

8. *Existing nearby properties shall not be adversely affected by intrusion of noise, glare or general unsightliness.*

Staff Analysis

Below are several questions that staff has prepared to assist in our analysis of the proposal:

1. Is the proposal consistent with the Comprehensive Plan and development policies of the County? *Yes. The Chisago County Comprehensive Plan has several references to the County's intention to continue to allow and be supportive of rural retail tourism activities:*

    - *To encourage and support agricultural businesses that contribute to economic activity, employment, and tax base of Chisago County (p 5-18)*
    - *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into Chisago County economy (p5-18)*
    - *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
    - *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
    - *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

2. Will the use create and excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area? *No anticipated demand upon existing parks, schools, streets, and other public facilities and utilities which serve or are proposed to serve the area were identified by Staff during the course of this review. Additionally, the assessment of the County Highway Director was that installation of a turn lane off of Furuby Road was not necessary based on the traffic levels as presented.*

3. Will the use 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? *Yes. The perimeter of the property is heavily treelined with a mature forestation of trees which is determined to provide effective screening. The nearest neighbor to the west is approximately 980 feet from the pole shed building were the bulk of event activities will be held. Other neighboring residences to the north and east are approximately 1,200 to 2,000 feet away. No additional recommendations are included as part of this report to further screen from adjacent development.*

4. Is the use in the opinion of the County reasonably related to the overall land use goals of the County and to the existing land use, and consistent with the purposes of the Zoning Ordinance/Zoning District in which the applicant intends to locate the proposed use? *Yes. The Chisago County Zoning Ordinance allows rural retail tourism uses as Conditional Uses in the Ag zone. The purpose as outlined in Zoning Ordinance Section 4.15 for Rural Retail Tourism are as follows:*

    - *Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscape.;*
    - *To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.*
    - *Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere;*
    - *Provide opportunities for new economic growth through Rural Retail Tourism businesses.*
    - *Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.*

5. Will the use cause traffic hazard or congestion? *Similarly to condition #2 above. The County Highway Director has reviewed the proposal and noted the improvements necessary to safely accommodate traffic needs. He did not note that traffic levels, hazard or congestion are matters of concern with this application.*

6. Will existing nearby properties be adversely affected by intrusion of noise, glare or general unsightliness? *No. The property is well maintained and based upon the representation the detached buildings will be keeping the existing agricultural character. No additional lighting is proposed. If any future lighting is planned then it should be installed in a downcast manner to minimize any impacts of glare. The Applicant has not identified handling of music (i.e. indoors or outdoors) during the weddings and/or events which is the most likely concern of noise impacts. In consideration of the CUP request, the Planning Commission should discuss if conditions should be included to limit music to indoors only, outdoor music shall be acoustic/unamplified, and/or music to be concluded by a specific time. The narrative states that the reception ends and noise secured by 10 PM. Staff considers 10 PM a reasonable end time for music in keeping with previously issued CUP's for gathering venues.*

60-day Review

The application was deemed complete on April 1, 2021. The 60-day deadline will be May 31, 2021.

Township Recommendation

Township Board reviewed at their meeting on April 20, 2021 and has recommended Approval with no conditions.

Staff Findings

The Conditional Use Permit request for Rural Retail Tourism to allow a gathering venue for weddings and private events as proposed is consistent with the Zoning Ordinance and the County's Comprehensive Plan goals and intentions. Following the review of the Technical Review Committee and Planning Staff, the requested Conditional Use Permit as described is determined to be in compliance with Zoning regulations.

Upon close of the public hearing on this application, discussion should be held by the Planning Commission on the above observations (#1 through #6) as preliminary drafted by Staff, which items can be amended, deleted, or appended to, in order to serve as findings in favor of approval of the CUP. Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff has provided below the following recommended motion with conditions for your consideration:

Recommended Action to Consider

- Recommend **Approval** of a Conditional Use Permit as requested by Brody Heggerston, Applicant for the property located at 16143 Furuby Road, PID# 02.00546.00, based on the narrative and site plan on record as provided by Applicant (or as modified at tonight's hearing) and based on the Findings of Fact as presented in Staff's report and the following conditions:

  1. This is a Conditional Use Permit for Rural Retail Tourism to establish and maintain a gathering venue to host activities on-site such as weddings, banquets and other gathering events.

  2. This CUP shall allow year round use of the property to host events.

  3. Friday through Sunday event hours of operation shall be 9 AM to 11 PM and events held Monday through Thursday shall have hours of operation from 9 AM to 10 PM. *(Note: Staff inserted recommended weekday hours of operation. Planning Commission should discuss with Applicant if there shall be a limited number of occasional weekday events and/or hours of operation to be established under permit.)*

  4. All gathering events that include music shall be conducted indoors and building doors and windows shall remain closed during music (low level acoustic music for wedding ceremonies shall constitute an exception.)

  5. The maximum attendance at any given event shall be limited to 298 guests.

  6. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.

  7. Submittal of structural integrity report for any change in occupancy for use of existing structures. All necessary building codes shall be adhered to (including any necessary retro-fitting of the existing buildings to accommodate the new occupancy, pursuant to review by qualified architect/engineer) and all required permits shall be obtained prior to occupancy.

8. The Permittee is required to obtain a driveway permit from County Highway and is subject to installation of a commercial access per the standards as deemed necessary by Chisago County Public Works.

9. All food preparation and/or sales at the site shall comply with all applicable Minnesota Department of Health regulations.

10. Any liquor service shall be in accordance with all applicable MN Department of Public Safety regulations, and Chisago County liquor licensing requirements.

11. Signage shall be in accordance with Section 4.14 of the Zoning Ordinance.

12. Minnesota Building Code, SSTS, and all other relevant codes shall be applicable to the project, all permits and Certificates of Occupancy and Compliance shall be obtained prior to occupancy, and CUP approval shall be considered provisional until such time as these requirements are met.

13. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.

Alternate Options

- Move to **table action** and extend the initial 60-day period for required action on this Conditional Use Permit application for up to an additional 30 days, so to allow for further review of the record and to make a decision on this application, as allowed under Minnesota State Statute 15.99 Subd. 3(f)."

- Recommend **Denial** of the Conditional Use Permit request for Brody Heggerston on the property located at 16143 Furuby Road, PID# 02.00546.00 based on the Findings of Fact or other contributing factors deemed appropriate *(insert findings)*

  1)

CC: Brody Heggerston, Applicant
County File

Permit # #21-376

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 46.00
Base Fee 525.00
Wetland or Septic Fees
Plat Compliance Fee
TOTAL FEE 571.00

Street Location 16143 Furuby Rd **Tax Parcel #** 0200546000

Legal Description **E-Mail Address** [redacted]

Owner: Craig & Debra Heggerston **Day Phone** (651) 257-5555

Address Same As Above

Applicant (if other than owner) Brody Heggerston **Day Phone** * [redacted]

Address Same As Above S13, T34, R20

Type of Request:

Variance	☐	Preliminary Plat	☐
Administrative Appeal	☐	Administrative Permit	☐
Conditional Use Permit (or amendment to CUP)	☒	Ordinance Amendment	☐
Interim Use Permit (or amendment to IUP)	☐	Rezoning	☐

Applicable section of ordinance:

Description of request: Respectfully request to use property & buildings as a wedding & event venue, operated as a Veteran owned small busines

If Variance Application, Brief Description of Practical Difficulty

4-1-2021
Signature of Applicant **Date of Application**

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

4/1/21
Date Received at Front Counter

5/31/21
60 – Day Review

Date of Public Hearing: May 6th, 2021

Questions? Contact Jessica Jagoe, Land Services Coordinator at 651-213-8379 or Jessica.jagoe@chisagocounty.us

TOWNSHIP PRESENTATION FORM

Street Location 16143 FURUBY RD, CENTER CITY, MN 55012

Legal Description

Owner Name CRAIG & DEB HEGGERSTON **Day Phone:** [redacted]

Address: SAME AS ABOVE

Applicant : BRODY HEGGERSTON **Day Phone:** [redacted]
(if other than owner)

Address : SAME AS ABOVE

Type of Request:

Variance	☐	**Preliminary Plat**	☐
Administrative Appeal	☐	**Administrative Permit**	☐
Conditional Use Permit (or amendment to CUP)	☒	**Rezoning**	☐
Interim Use Permit	☐	**Ordinance Amendment**	☐

Description of Request: Respectfully requesting approval to use property & buildings as a wedding & event venue, rental property, operated as a veteran owned small business

Date of ~~County~~ Township Public Hearing: Tues April 20, 21

Date of ~~Township~~ County Presentation: Thurs May 6, 21

TOWNSHIP ACTION TAKEN

Approved ☒ **Denied** ☐

Reasons and Conditions: well documented plan

Signature of Township Officers:

Signature of Applicant

4-1-2021
Date

SCHEDULE OF REQUIRED MEETINGS

AUTHORIZATION TO PURSUE APPLICATION

Submittal of this form is only necessary if the applicant is NOT the landowner

I, the undersigned, being the property owner of record as noted on the accompanying PLANNING ADMINISTRATIVE FORM do hereby authorize Brody Heggerston, the applicant for this planning proposal, to pursue this zoning application on my property, as legally described on the attached application.

CRAIG & DEBRA HEGGERSTON
Print Owner's Name

Owner's Signature 4-1-2021
Date

Debra Heggerston 4-1-2021

received
4/12/21

Majestic Oak Ranch
Wedding Venue
& Private Events

Business Plan

Brody Heggerston, Owner
Created on February 25th, 2021

Executive Summary

Product

Majestic Oak Ranch (MOR) offers a safe welcoming environment, detailed as a private event, and rustic ranch-style wedding venue. Located in the countryside of Center City, Chisago County, MOR is arranged on 45 acres of farmland, previously occupied as an equestrian center and horse stable in the early 1990's and 2000's. Guests will find the property and its structures inviting to all patrons, featuring well-maintained lawns, gardens, and mature trees which offers multiple setting for a ceremonies, receptions, and catering options. Additional features include old farming memorabilia green pastures which make for beautiful photography.

Customers

The guests welcomed at the installation will be those seeking an outdoor venue to host gatherings, banquets, and primarily weddings. Our equal opportunity venue is non-discriminatory and invites members of all demographics. Those who wish to book with MOR will desire a relaxed, and rustic farm, with a vibrant atmosphere that is rich with the feel of historical Chisago County Agriculture

Future of the Company

The vision of MOR is to provide a lasting impression and fond memories to our guests. In future years, the venue will choose to grow and continue to update structures, landscaping, and capabilities. These capabilities will include a **4,600 sqft Short-Term Rental Home, available to wedding party and family to prepare and rest.** Additionally, the development of a camping area **including a designated RV/Camper parking,** which can complement **overnight accommodations. This allows access for** other local events and annual celebrations similar to and such as Karl Oskar Days, Center City Days, Hay Days, and more. **This will help ensure safety and accessibility to those who traveled to MOR for their celebration.** MOR has the potential as a destination location for motorcyclists, snowmobilers (MOR connects to public trails), and to expand to become a well-known private and community destination for all. In the Off-Season, MOR will solely be an AirBnB/VRBO or short-term rental for families and other parties. MOR is conveniently located near Wild Mountain/Trollhaugen Ski Resorts, Interstate Park, Wild River State Park, and more. This location offers many winter outdoor enthusiasts to rent the home short-term, and enjoy a weekend enjoying their favorite winter activity, such as skiing, snowboarding, snowmobiling, or simply cozy up next to the indoor fireplace.

Company Description

Mission Statement

To provide a safe, convenient, and impressionable venue for patrons to enjoy their event

Principal Members

Brody Heggerston --- Owner
Craig Heggerston --- Property Lessor
Debra Heggerston --- Property Lessor

Legal Structure

Upon approval of CUP, Majestic Oak Ranch will be operated under an LLC as a Veteran-Owned Small Business

Operations

The general upkeep of MOR will require daily attention. The event operations will occur on Fridays, Saturdays, and Sundays, unless a weekday is requested by the customer. Events will typically start no earlier than 1200 on Saturdays, however access for set-up will be authorized to the wedding party and necessary personnel starting at 0900. As per A3 capacity, a limit of 298 people including hired personnel will be allowed in the main structure. A general/proposed timeline of events is as follows:

- 1000 Set up / Preparation
- 1400 Guests Arrive
- 1500 Begin Seating for Ceremony
- 1530 Ceremony Commencement
- 1600-1700 Reception / Cocktail Hour / Begin Dinner Seating
- 1700-1830 Dinner / Speeches
- 1900 Reception Continues (Music / Entertainment)
- 2200 Reception Ends / Clean-up / Noise Secured
- 2300 Clean Up Complete / End of Wedding

All times to be adjusted, and Hours of Operation to be Determined to Respect Neighboring Property's Peace. Additionally, adjusted hours of alcohol consumption may be enforced to control over intoxication.

Licensing and Accommodations

Both outdoor structures (Wood Barn, and Pole Shed) will be usable for the event, pending final approval from structural engineer and the county structural approver.

All Food and Beverage Caterers shall be licensed and provided appropriate facilities for operation. They will set up in the South corner room of the Pole Shed, allowing for entry and exit of guests being served. Caterers and customer will provide Food, Food Temperature Monitoring/Handling, Storage, and Clean-up. Special Request of wedding party assistance to help with their operation will be determined upon their contract. MOR will not be held accountable for this service.

All alcohol shall be distributed by a licensed bartender or bartending service as determined by wedding party and adhering to state/county regulations. No one under the legal age of 21 will be allowed to consume alcohol. The Customer assumes liability for anyone who breaks this law, in addition to any of their guests drinking and driving. MOR assumes the right to ask the wedding party to remove any underage, or overly intoxicated person from the premises. If any individual guest brings their own alcohol, they shall surrender it to the bartending service and be allowed to be served under their licensure, put it away, poor it out, or ultimately vacate the premises. Wedding party can make arrangements through their bartenders for purchase and selection of alcoholic and non-alcoholic beverages.

MOR will have full-coverage insurance for venue operations. Insurance for the property and structures is covered by Craig and Deb Heggerston, the owners of the property. However, for the days booked by the customer, the customer is required to obtain general liability insurance, to protect them and the property owners in case someone gets hurt, or the property is damaged. Additionally, the host (Wedding Party) is required to purchase a liquor liability provision that extends coverage, in case of any alcohol-related incidents.

Restrooms will be provided by a local portable restroom service, and positioned on the East side of the Pole Shed. They will be fully serviced weekly, to provide the cleanest and most sanitary option for incoming events. A minimum of three units will be available. Two to meet both sex's, and one handicap accessible unit.

Decorations will be at the discretion of the wedding party to meet their vision. A general base of décor is provided and will be permanently used, and the wedding party's items can be used in addition to this.

Handicap accessible drop-off is available to vehicles incoming and departing. The pole shed structure has two large openings that shall remain open, and are handicap accessible, including the exit to the restroom.

Waste service will be provided on-site. A large dumpster will remain available for the wedding party to dispose of any waste generated from the event. It will be preferred that the caterer takes their trash produced off-site, but this is up for further decision. Alcoholic beverages that need disposal will be collected and poured into the portable restroom to be pumped out by the servicing company. This will allow for proper handling and minimize environmental impact. Recycling practices will be preferred and advised when collecting recyclable material.

Safety and Commercial Use

Inspections - MOR has been inspected by Structural Engineer William Becklin, of Becklin-Whitney Consulting. His report indicates that with minimal addition of structural reinforcement, the buildings can meet commercial use. His report is provided in the substantiating documents. Additionally, Casey Kipping, MA RS, Public Heath Sanitarian of the Minnesota Department of Health, has completed a full inspection of the house, including water temperature, bed and bathroom measurements. She has also completed a well head inspection and requested an official water test for Nitrates and Coliforms. A well water test has been completed by a MN laboratory, and has been approved for use. Test results are provided in the Substantiating Documents. Water will only be used for catering and cleaning, at this time.

Fire- Bill Becklin indicates the buildings will meet fire code, upon possible addition of emergency exit hardware to the doors. The Pole Shed has two extra-large double sliding doors, that will remain open during events, providing oversized escape routes in the emergency of a fire.
Fire extinguishers will be available on both ends of the Pole Barn, and the Caterer Space, totaling three extinguishers. Fire extinguishers will be available in the Wood Barn, on the lower level only (No guest access to permitted to upper level at this time). Extinguishers shall be in every main space, totaling three extinguishers. All MOR structures shall adhere to required amount of fire extinguishers in all spaces as directed by state/county/commercial code and Fire Marshal requirements. Designated smoking areas will be located 50 ft away from the main structure (Pole Shed), and proper cigarette butt disposal will be provided.

Health- Majestic Oak Ranch's COVID policy will comply with Federal/CDC/State/ County regulations and recommendations. Social distancing if able, maintaining six feet, and wearing facial/nose covering is recommended. Hand Sanitizing stations are provided. Caterers will provide additional sanitization.

Water- Well inspected and approved for use. Well water samples tested and approved for use. Water can be utilized through a Food Grade Material hose to supply caterers as per 4626.1140 DRINKING WATER HOSE; CONSTRUCTION AND IDENTIFICATION. 5-302.16.

Alcohol- Wedding party will decide which type of alcohol service they will have but must be distributed by a licensed bartending service. Hours of consumption can be limited, to control access to alcohol and over intoxication. MOR recommends drinking one glass of water per alcoholic drink, especially in the summertime to prevent dehydration. MOR requires every guest to have a plan to get home safe. Utilizing a Designated Driver, limiting consumption, Taxi/Uber Service, Short Term Rental of MOR House, and camping in designated area, are all viable options.
Unfinished beverages containing alcohol will be disposed of into the Portable Restroom reservoirs which will be serviced weekly.

Market Research

Industry

Weddings are a $60 billion a year industry. Over 2 million couples get married each year. Weddings cost from a few hundred dollars to tens of thousands, with the average U.S. wedding costing around $30,000. An outdoor rural wedding is appealing to couples because it offers a beautiful setting with lawn, trees and flowers and is in more of a unique setting than the traditional church and reception venue (Agriculture MRC, 2021). According to the Bridal Association of America, in 2012 47% of weddings were held outside of a church, and 35% of which were outdoors. These numbers were expected to grow in favor of outdoor weddings over the next 10 years. The surrounding area includes few other wedding venues, those of which are known to be popular and cannot meet the demand volume of rustic outdoor weddings. This demand reinforces the necessity and presents great opportunity for Majestic Oak Ranch Wedding Venue. Regarding the COVID-19 Pandemic, outdoor weddings are considerably safer, as it allows for greater social distancing while decreasing congestion within public building in cities.

Detailed Description of Customers

The welcomed customers using MOR will be people of all diversities and identification, and provided equal opportunity. Moreover, any individuals who wish to get married, host a wedding reception, private event or banquet, and various public events. Those wishing to do business will be of legal age to get married, and at least 21 years of age to book with MOR. If older than 18 but younger than 21, MOR will require an elder with existing credit and credibility to make reservations. MOR wishes to market to many customer demographics that request a safe outdoor facility, well-kept grounds, and business which adheres to local and state guidelines for COVID-19, and other diseases.

Company Advantages

Because Majestic Oak Ranch offers a service, instead of products, we can ensure that staff can accommodate and make fast changes to every event. No two wedding are the same, and there is no such thing as the "perfect" event. With several local businesses used as resources, and the owner of MOR's ingenuity and problem-solving abilities, we promise to make it the best day possible. Our promise includes:

- Use only licensed and code adhering caterers.
- Generate business to local small businesses, such as floral, and decoration suppliers
- Maintain state and local guidelines for COVID-19 Public Health safety
- Meet commercial code on all structures and buildings in use.
- Meet all fire and safety codes.
- Provide evacuation and fire safety guidelines to guests

Regulations

Majestic Oak Ranch must meet all Federal, state and county regulations concerning business practices, within commercial code for Rural Retail Tourism and Conditional Use Permit Section 8.04.

MOR shall operate according to the Minnesota Stay Safe Plan and Executive Order 20-81 according to Indoor/Outdoor Events & Entertainment. It must meet 4625 0900 Space Requirements for short term rental.

Service Line

Services

Including but not limited to:

- Venue
- Catering
- Floral Arrangements
- Photographer
- Seating Accommodations
- Clean-up
- Human Waste Accommodations
- Short Term Lodging
- Parking
- Shuttle to Parking
- Trash Collection

Pricing Structure

Majestic Oak Ranch will charge customers per-day, and deposits returned upon completion of agreements. We will off two types of packages for full wedding services. Chairs, Tables, and Portable Restrooms will always be included in the package price. Reservation Assisted package will request MOR to coordinate all reservations. The Reservation Unassisted Package will require the wedding party to make all reservations.

Additionally, MOR can be reserved for ceremonies only, and receptions only. These reservations will be limited to a timing structure, to accommodate all events on the booked days.

- Venue Rental (Reservations Assisted Package): $6,500 Saturdays, $4,500 Sundays
- Venue Rental (Reservation Unassisted Package): $5,500 Saturdays, $3,500 Sundays
- Cleaning Deposit: $1,000 Refundable Upon Satisfaction. Party can opt for a next day clean-up, if there is no event, and pays a $200 per hour.
- Ceremony Only: $600 for 3 hours
- Reception Only: $3,000 for 6 hours

Lifecycle

All services are ready to be offered to clients for Summer 2021, pending approval of administrative documents. MOR will accept reservations for 2022 and future seasons upon approval.

Intellectual Property Rights

Majestic Oak Ranch shall be trademarked in the State of Minnesota and operate under an LLC upon approval of CUP. We have also registered our domain name and established relevant social media accounts for use, and to prevent the likelihood of impersonation

Research and Development

The company is planning to conduct the following research and development

- Create unique experiences that attract customers to the site and offer experiences that you cannot experience in suburbs and city venues
- Contribute to the growing trend of outdoor wedding venues, and the growing statistics in the United States for rural weddings
- Develop and share new ideas with other venues and the industry regarding safety, and development of property and structures

Marketing & Sales

Growth Strategy

To grow the company, Majestic Oak Ranch will pursue the following:

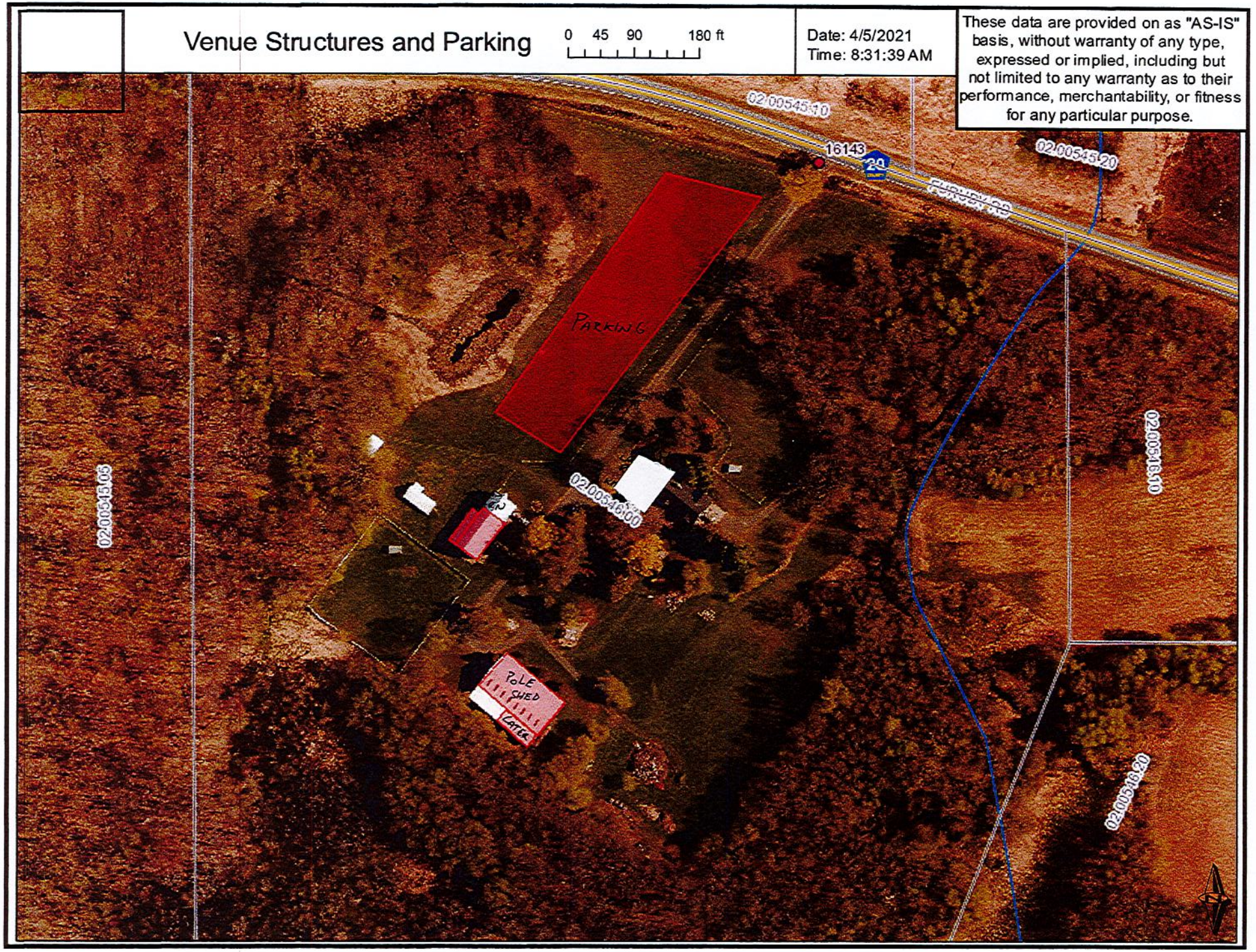
- Communicate with other local businesses, and recommend each other to clientele
- Communicate with surrounding wedding venues regarding operations and optimization
- Form positive dynamic with other wedding venues, suggesting using their services, should MOR not meet the customers satisfaction
- Reinvest into the structures, adding attractions and current trends within the industry

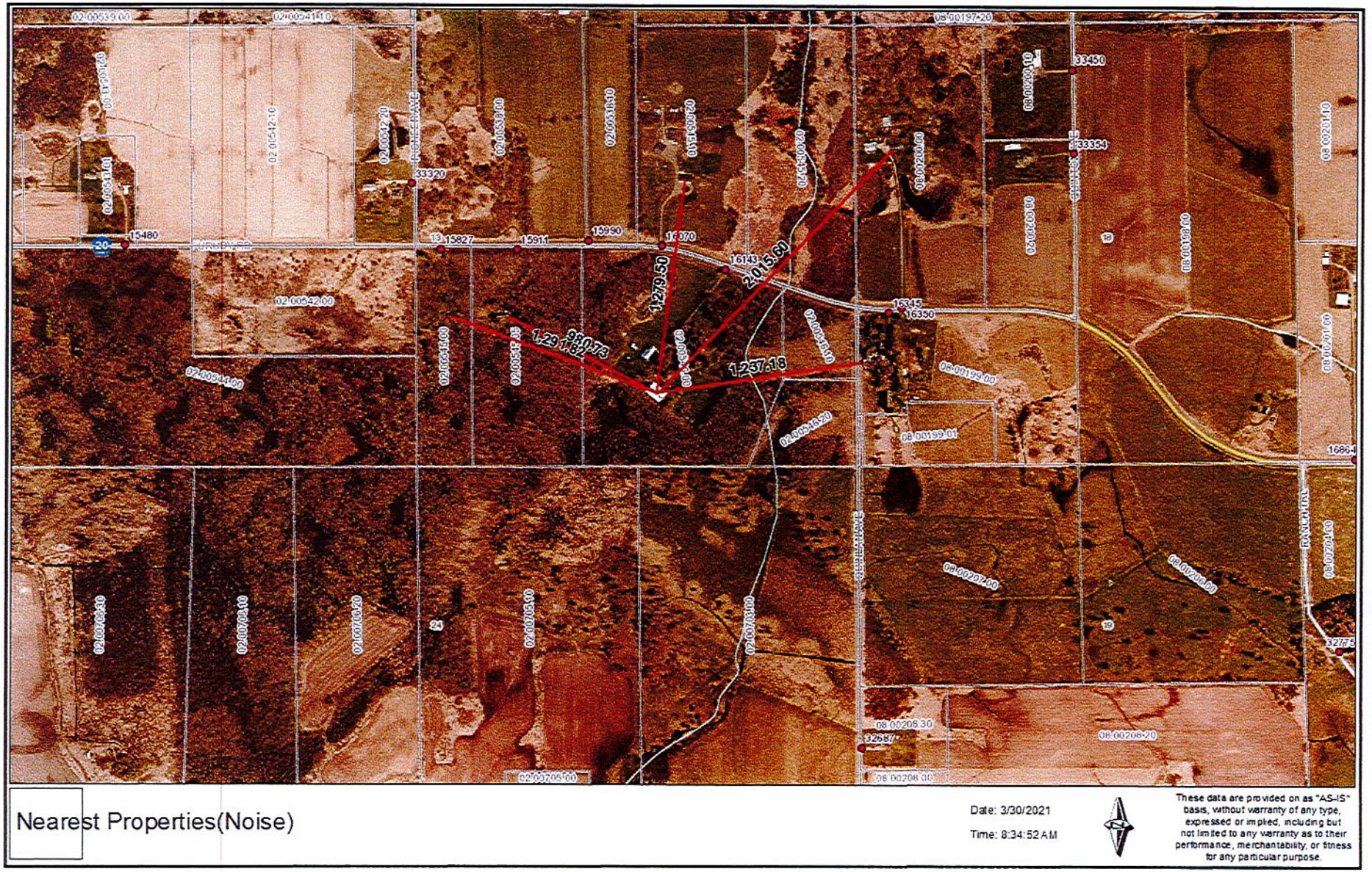
Majestic Oak Ranch will communicate with its customers by:

- Utilizing existing Facebook, Instagram, and LinkedIn Accounts for MOR
- Search Engine Optimization, SEO
- Paying for Google, Facebook, and Instagram Ads
- Constant update of domain at MajesticOakRanch.com
- Word-of-Mouth with Minnesota and Chisago County friends and family
- Online Listing with Wedding Venue Search generators
- Ask guests to complete surveys and online reviews
- Utilizing Hashtags #, to draw attention to the brand, MOR.
- Create Snapchat filters, and tags, which will be used by guests in Real-Time.
- Lease billboard space in traffic areas.

How to Sell

Currently, Brody Heggerston is the owner and only staff at Majestic Oak Ranch event venue. In time, he will acquire one or two personnel to the staff for operations. Hiring and communicating with an official wedding planner and forming a relationship will be essential to acquire new customers, and to sell our services. Forming partnerships with photographers and caterers will provide marketing and positive relationships to all party's customers, therefore generating business together.

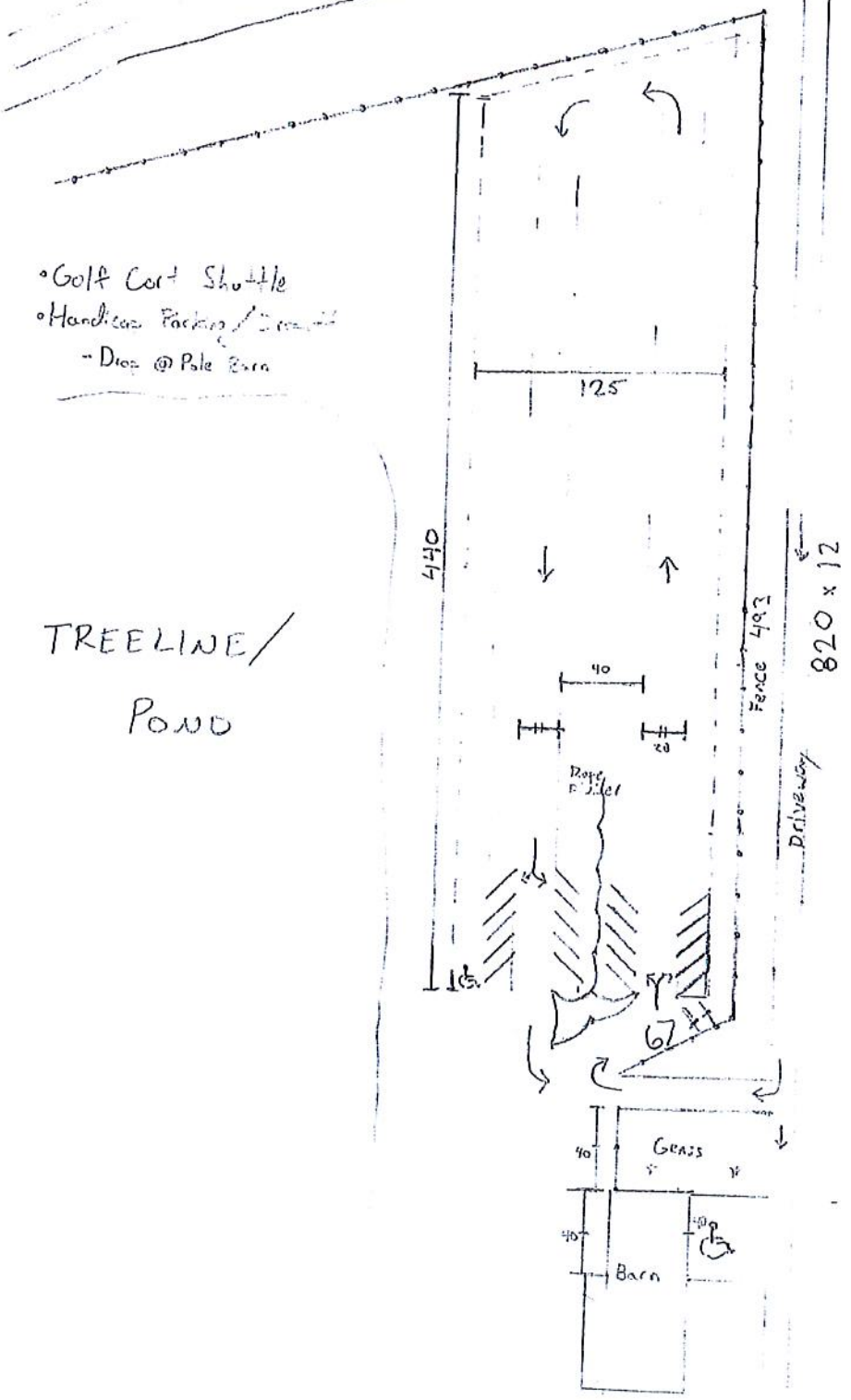

Venue Structures and Parking
0 45 90 180 ft
Date: 4/5/2021
Time: 8:31:39 AM
These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.
02.00545.10
16143
02.00545.20
PARKING
02.00546.00
02.00545.05
02.00548.10
POLE SHED
CATER
02.00546.30


1,279.50
2,015.60
1,291.82
980.73
1,237.18
Nearest Properties(Noise)
Date: 3/30/2021
Time: 8:34:52 AM
These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

PARKING

County Rd 20

□ = 20x20



PARKING AREA
= 440' x 125'

PARKING SPACES
= 18' x 10' @ 45°

4 ROWS x 400'
= 160 PARKING SPACES

- Golf Cart Shuttle
- Handicap Parking
  - Door @ Pole Barn

TREELINE/
POND

POLE SHED

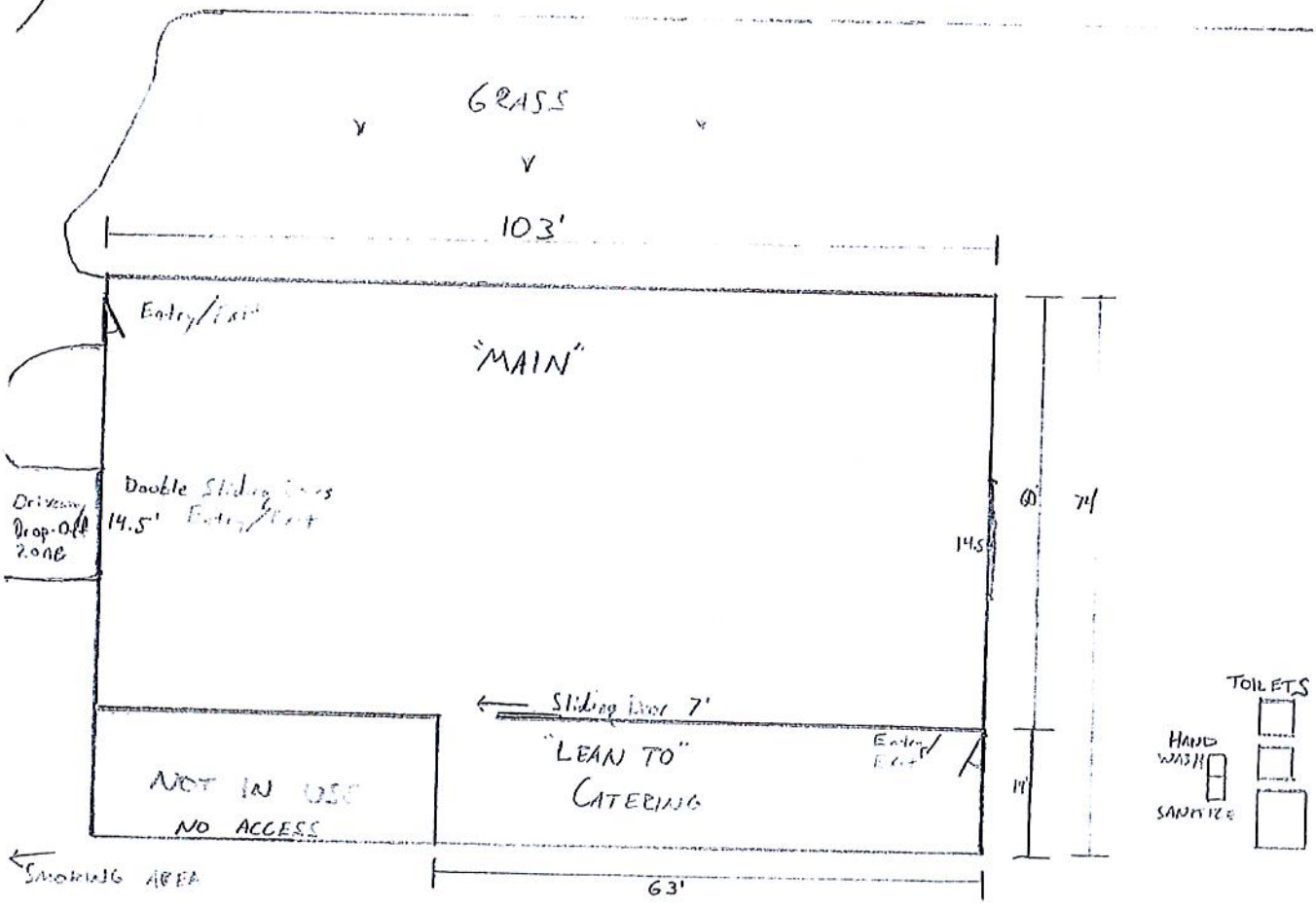
□ = 5x5 ft

MAIN: 103 x 60 = 6,180 sqft

LEAN TO: 63 x 14 = 882 sqft

TOTAL: 7,062 sqft

TO CAMPGROUND →



TREE LINE

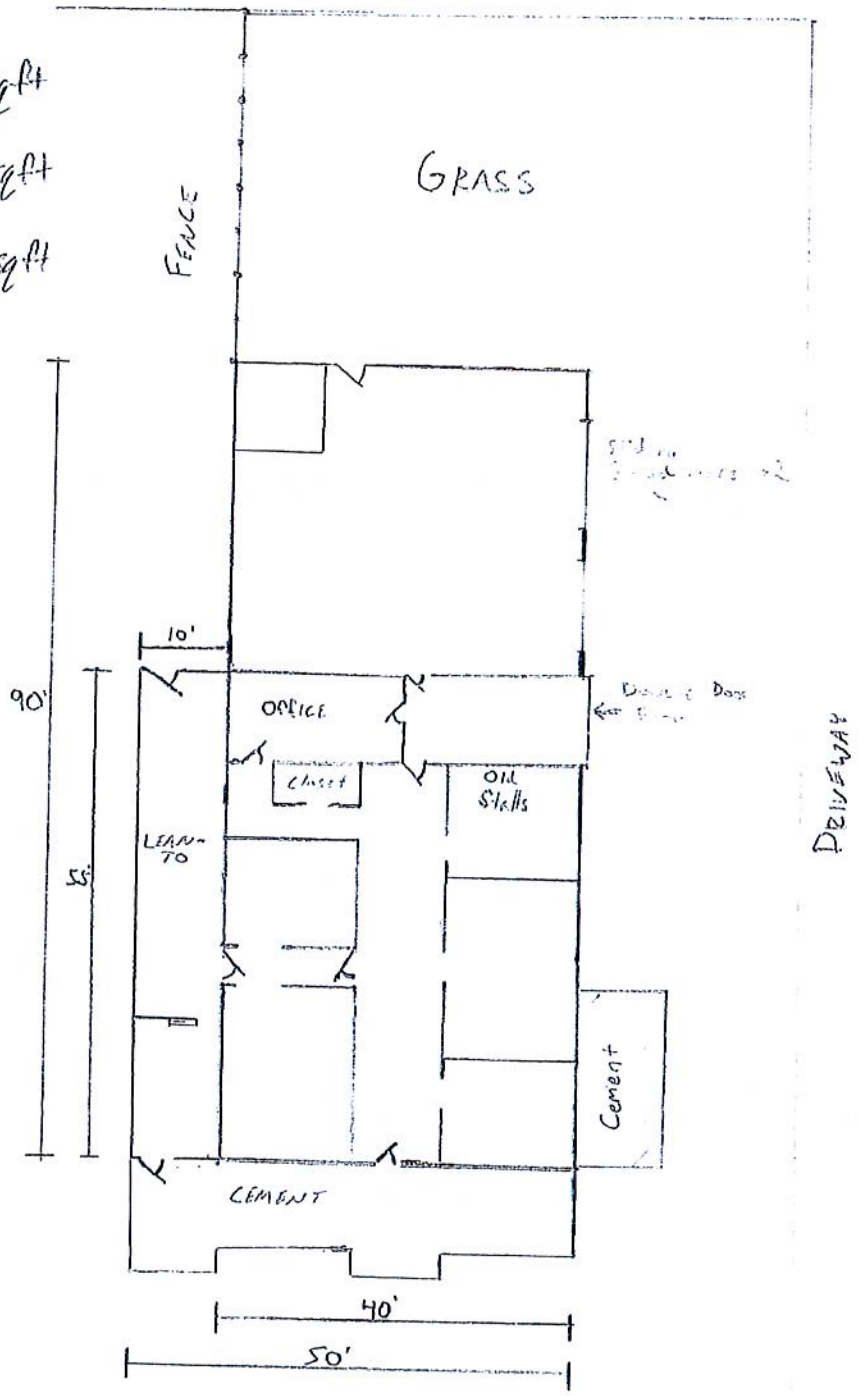
BARN

□ = 5 x 5 ft

40 x 90 ft = 3,600 sqft

10 x 55 ft = 550 sqft

TOTAL = 4,150 sqft



Becklin & Whitney

Consulting Engineers, Inc.
139 1ST AVE. E, SUITE 100
P. O. BOX 471
CAMBRIDGE, MN 55008
PHONE (763) 689-5631 FAX (763) 552-5631

March 31, 2021

Brody Heggerston
Majestic Oak Ranch
16143 Furuby Rd
Center City, MN 55012

RE: Preliminary Structural Review of
Pole Shed Building & Barn

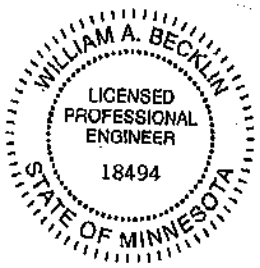
To Whom It May Concern:

Introduction
The owner wants to use the pole shed building and barn as rural event venues and asked us to do a preliminary review of structures. The new use for the buildings would be a change in occupancy from Agriculture to Assembly. We visited the site and did a preliminary structural review of the buildings.

Observations
The pole shed building is 60 feet x 103 feet in size with a 14 ft. sidewall height. The pole building was built by Gruver Pole Buildings of North Branch. The building shows no sign of distress. The building will likely need to have certain upgrades to bring it up to requirements of 2020 Minnesota State Building Code structural requirements for wind and snow load.

The barn is 40 feet x 90 feet with a 10 feet x 55 feet lean-to. The barn has a lower level with a hay mow area above. The near term plan is to use the lower level for Assembly occupancy. The barn has no signs of distress.

Conclusions
Both the pole building and barn show no signs of distress and are in good condition. Some Code upgrades will be required before buildings can be used for Assembly Occupancy.



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

William A Becklin

WILLIAM A. BECKLIN, P.E.
DATE: MARCH 31, 2021 LIC. NO. 18494

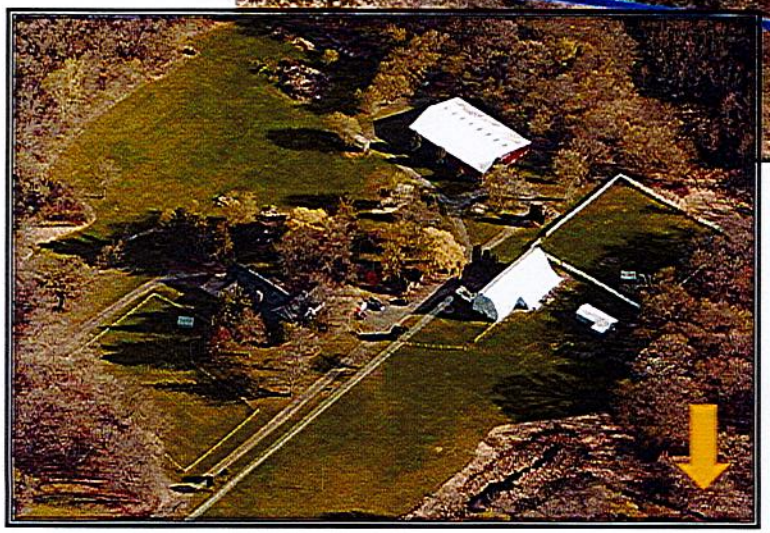
Craig and Debra Heggerston – Aerial Photo

Property at 16143 Furuby Road, Chisago Lake Township; Sec.13, T.34, R.20, (PID #02.00546.00). Brody Heggerston, on behalf of Property Owners, Craig and Debra Heggerston, is seeking a Conditional Use Permit for Rural Retail Tourism to allow a gathering venue for events and weddings.

Heggerston Property –

Chisago Lake Township
Sec. 13, T. 34, R. 20
PID # 02.00546.00





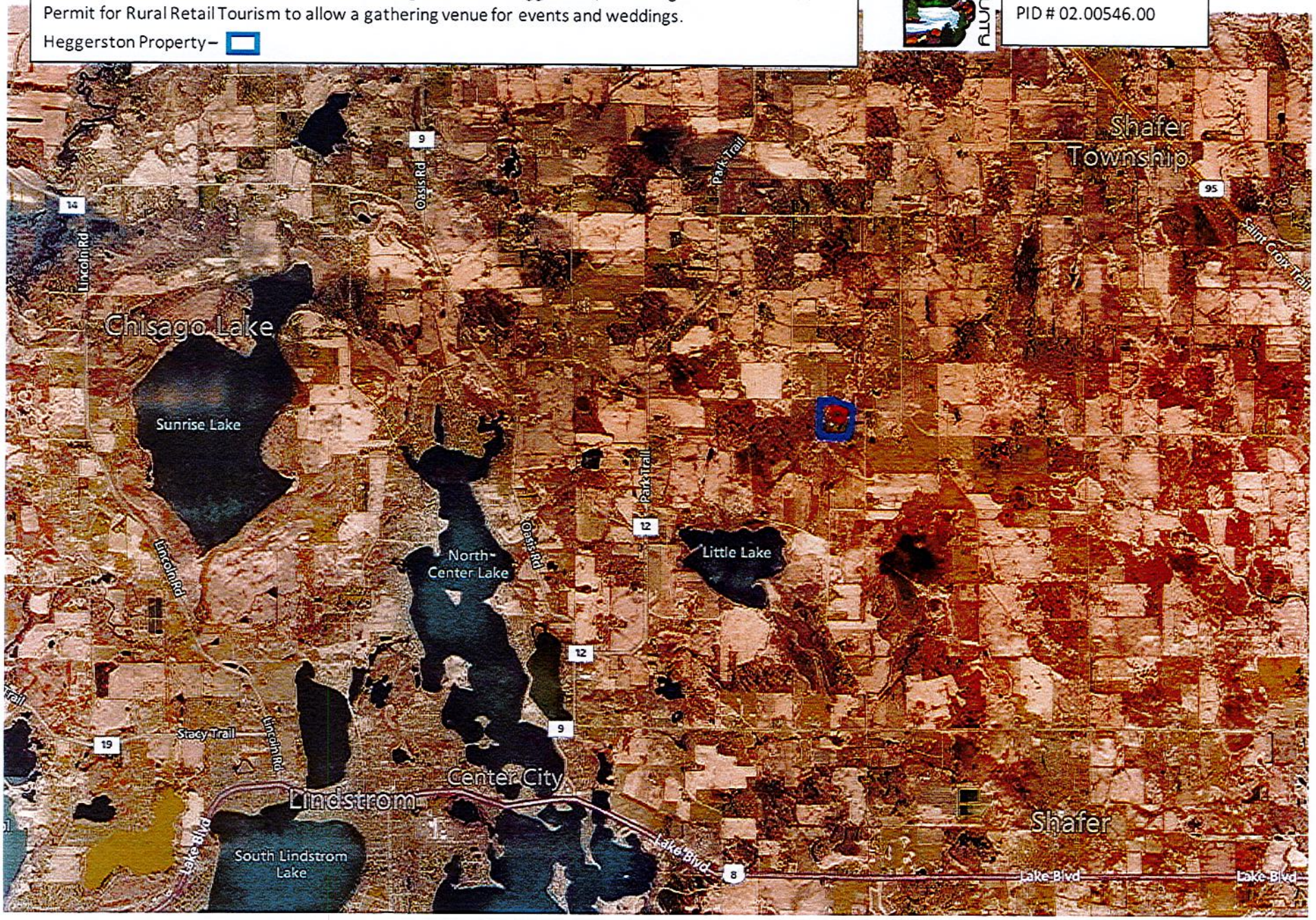
Inset photo has been rotated, perspective from Furuby Road

Craig and Debra Heggerston – Aerial Photo

Property at 16143 Furuby Road, Chisago Lake Township; Sec.13, T.34, R.20, (PID #02.00546.00). Brody Heggerston, on behalf of Property Owners, Craig and Debra Heggerston, is seeking a Conditional Use Permit for Rural Retail Tourism to allow a gathering venue for events and weddings.

Heggerston Property –

Chisago Lake Township
Sec. 13, T. 34, R. 20
PID # 02.00546.00



Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 17
Title of Item for Consideration: Kathleen Green, Conditional Use Permit Recreational Campground	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	

Background: Kathleen Green is requesting a Conditional Use Permit to allow a private year-round recreational campground for up to four (4) campsites on a .92-acre vacant Agricultural zoned parcel; PID# 03.01189.00; XXX Beach Lake Road. The property in question is the result of a 1976 subdivision being part of Hilding Beach Plat 2 in Fish Lake Township.

At their meeting of May 6, 2021, the Planning Commission conducted the requisite public hearing and carried out review of staff report, analysis, and presentation, and recommended ***denial*** of the request (6-1 vote) with the following findings:

1) The Application has presented a land use in conflict with the purpose and goals of Chisago County's Zoning Ordinance and Comprehensive Plan which reference identifying and finding a balance between promotion of natural amenities and protecting the quality of the surrounding settings.
2) The parcel is a legal nonconforming lot of record which does not meet present day dimensional requirements in the AG District which is a minimum lot size of five acres. Due to the substandard lot size, the parcel is not comparable to characteristics of the AG District and is more consistent in size and land use with the adjacent residential and shoreland parcels.
3) The proposed land use does not meet the purpose of recreational camping areas for providing areas to be used for recreational camping which will not detract from surrounding land uses or natural resources and provide for the health and safety of the public using these areas.
4) The Applicant has not provided sufficient detail to ensure caretaker responsibilities and monitoring of site conditions to ensure that campground operations will be supported in a safe and efficient manner.
5) The Applicant has not demonstrated or provided mitigating steps on how site operations and layout of a recreational camping area will not adversely impact adjacent residential landowners.

The Town Board reviewed the matter on April 12, 2021, and recommended approval with no conditions but noted a preference that the campers stay in place on the lot as much as possible rather than haul them in and out creating more traffic on the road.

Pursuant to Minnesota Statute, the 60-day agency action deadline is May 29, 2021. Among the options for the County Board at tonight's meeting are the following:

1. Concur with the recommendation of the Planning Commission and make a determination to deny the requested CUP and adopt and incorporate into the decision the finding(s) as presented by the Planning Commission and/or as amended, modified, or expanded upon in review of the record.

   For background purposes, note that the County Board may Deny a CUP for legally justifiable

reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial.

2. Consider and make a determination to approve the CUP, generally as suggested in Staff Report Alternate Motions to Consider, and make appropriate Findings and Conditions as developed and/or as modified and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval);

3. The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).

   Sufficient time exists for the County Board to extend the initial 60-day period via written notification, if such is decision is formally taken at tonight's Meeting. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."

***Attachment(s)*:**

- PowerPoint Presentation to the Planning Commission
- Staff Report to the Planning Commission
- Planning Commission Minutes (attached to Environmental Services Directors Report)

Action Requested/Recommended: The Planning Commission requests the County board to:

1. Adopt the recommendation of the Planning Commission to deny the application of Kathleen Green for a Conditional Use Permit to operate a private year-round recreational campground;

2. Adopt and incorporate into the decision to deny said applications those findings recommended by the Planning Commission;

3. Make additional findings as appropriate in support of the decision to deny consistent with the planning commission recommendation.

The two motions necessary to adopt the recommendation of the Planning Commission both as to the decision to deny the application and adopt and incorporate the findings of the Planning Commission would read as follows:

1. "Move to Deny the application of Kathleen Green for a Conditional Use Permit to operate a private year round recreational campground for up to four (4) campsites on the .92-acre vacant Agricultural zoned parcel; PID# 03.01189.00; XXX Beach Lake Road, Hilding Beach Plat 2 property; PID# 03.01189.00.

2. "Move that the Board adopt and incorporate into its decision to deny the application the following Findings:

a. The Applicant has presented a land use in conflict with the purpose and goals of Chisago County's Zoning Ordinance and Comprehensive Plan which reference identifying and finding a balance between promotion of natural amenities and protecting the quality of the surrounding settings.

b. The parcel is a legal nonconforming lot of record which does not meet present day dimensional requirements in the AG District which is a minimum lot size of five acres. Due to the substandard lot size, the parcel is not comparable to characteristics of the AG District and is more consistent in size and land use with the adjacent residential and shoreland parcels.

c. The proposed land use does not meet the purpose of recreational camping areas for providing areas to be used for recreational camping which will not detract from surrounding land uses or natural resources and provide for the health and safety of the public using these areas.

d. The Applicant has not provided sufficient detail to ensure caretaker responsibilities and monitoring of site conditions to ensure that campground operations will be supported in a safe and efficient manner.

e. The Applicant has not demonstrated or provided mitigating steps on how site operations and layout of a recreational camping area will not adversely impact adjacent residential landowners.

Implications of Action: Recommended Board action denies the applied for Conditional Use Permit and allows Board to adopt and incorporate findings that support its decision to deny said application..

Budget/Financial Implications: None.

Legal/Policy Implications: The County Attorney's Office has reviewed the recommended action and proposed motions The recommended action and motions conform with those procedures and interpretations of applicable state statutes and County ordinances and policies as applicable to make final action on the pending CUP application.

Administrator's Recommendation

Approve _____	Deny _____	Other CB _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____



Property Description

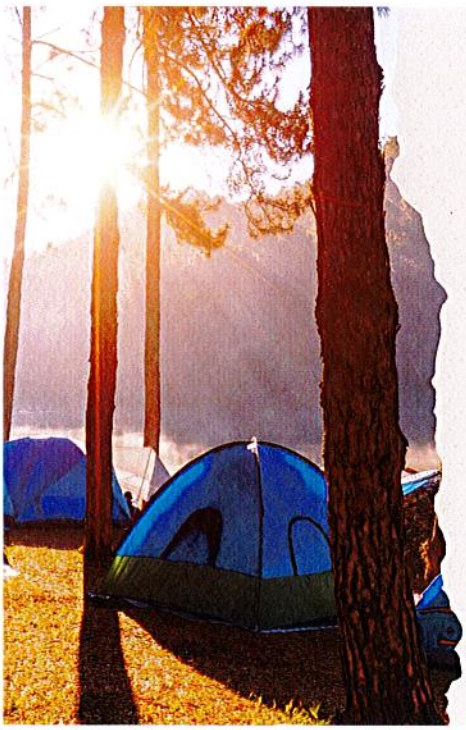
- Hilding Beach Plat 2
  - Approved in 1976
  - 0.92 acre
  - 133 ft wide x 300 ft deep
- Property is undeveloped
- Family Campground activity has occurred
- Seeking Conditional Use Permit in AG District for Recreational Camping Areas to legally establish year round use



Area Zoning

- Zoned – Agricultural (AG) with Shoreland Overlay
- Within 1,000 ft of Goose Lake
- Considered legal nonconforming lot due to does not meet current dimensional requirements for AG lot size.
- Across Beach Road zoning transitions to RRI, Rural Residential I.
- Immediate area along Beach Road is typical shoreland development with smaller substandard lake properties that predate zoning regulations.
- 3 parcels on the east side of Beach Road are developed with a detached accessory structure only, but this is allowed because the nonriparian lot is owned by a Property Owner with a riparian lot directly across the street and the lots are tied together for development and zoning purposes.
- Primary use of immediate area is single family residential.





- Zoning Ordinance Section 4.12.B - Parking of Recreational Vehicles and Placement of Recreational Structures on Unimproved Property

Recreational structures and travel trailers, campers, tents, motor homes, and other vehicles which are adaptable or have been adapted for living and may be reasonably transported, may be used for dwelling purposes or stored on the premises for a period not to exceed thirty (30) consecutive days or more than thirty (30) days of a sixty (60) day period. Only one recreational vehicle may be placed on a parcel or lot, except for short term periods such as family reunions and visits which do not exceed a period of 48 hours.

- Zoning Ordinance Section 7.21.A – Recreational Camping Areas - Purpose states "*The purpose of this section is to provide for areas to be used for recreational camping which will not detract from surrounding land uses or natural resources, and provide for the health and safety of the public using these areas.*"

Four campsites

- Threshold for MN Department of Health licensing triggered at five or more sites
- A campsite includes recreational vehicles/trailers and tents

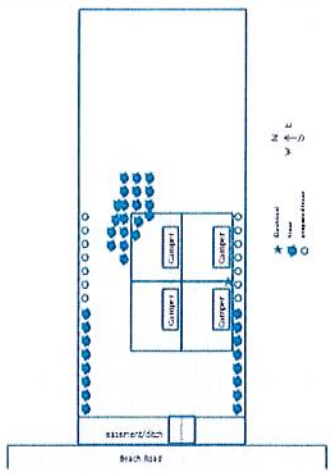
Family purposes only

No utilities proposed – off-site disposal

- Each vehicle will have self-contained water and sewer services

Parcel generally grass – Site plan would be adding trees along both side yards

Proposed site plan



Other Reviews

Tech Review April 14th – No other known history

60 Day –

Complete on March 31st

Deadline would be May 29th

Fish Lake Township Board met on April 12th – Recommended Approval with no conditions.

Noted a preference that the campers stay in place on the lot as much as possible rather than haul them in and out creating more traffic on road.

Motion to Consider:

Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff has provided below the following recommended motion with conditions for your consideration:

Recommend Denial of the Conditional Use Permit for a Recreational Camping Area to operate a year round campground as requested by Kathleen Green for the property at XX Beach Road, PID #03.01189.00 based on the Findings of Fact or other contributing factors deemed appropriate *(insert additional findings and/or amend):*

- **The Applicant has presented a land use in conflict with the purpose and goals of Chisago County's Zoning Ordinance and Comprehensive Plan which reference identifying and finding a balance between promotion of natural amenities and protecting the quality of the surrounding settings.**
- **The parcel is a legal nonconforming lot of record which does not meet present day dimensional requirements in the AG District which is a minimum lot size of five acres. Due to the substandard lot size, the parcel is not comparable to characteristics of the AG District and is more consistent in size and land use with the adjacent residential and shoreland parcels.**
- **The proposed land use does not meet the purpose of recreational camping areas for providing areas to be used for recreational camping which will not detract from surrounding land uses or natural resources, and provide for the health and safety of the public using these areas.**
- **The Applicant has not provided sufficient detail to ensure caretaker responsibilities and monitoring of site conditions to ensure that campground operations will be supported in a safe and efficient manner.**
- **The Applicant has not demonstrated or provided mitigating steps on how site operations and layout of a recreational camping area will not adversely impact adjacent residential landowners.**

Alternate Motions to Consider:

- **Move to Table Action and extend the initial 60-day period for required action on this Conditional Use Permit application for up to an additional 30 days, so to allow for further review of the record and to make a decision on this application, as allowed under Minnesota State Statute 15.99 Subd. 3(f)."**

- **Recommend Approval of the Conditional Use Permit for a Recreational Camping Area to operate a year round campground as requested by Kathleen Green for the property at XX Beach Road, PID #03.01189.00 based on the Findings of Fact that the proposed land use is consistent with Chisago County's Comprehensive Plan and Zoning Ordinance in offering recreational opportunities based on the site plan and narrative of record (or as modified at tonight's meeting) and subject to the following conditions (*insert additional conditions and/or amend):***
  - **There is to be no commercial recreational activity occurring.**
  - **The site is limited to a maximum of four campsites and/or recreational campers/vehicles.**
  - **The observance of quiet hours from 11 PM to 7 AM.**
  - **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 permit holder must notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.**

Public Comment Submitted in Advance of Electronic Meeting:

Public Hearing Comment Costello for Green PID 03.01189.00
Public Hearing Comment M. Swanson for Green PID 03.01189.00
Public Hearing Comment Mullner for Green PID 03.01189.00
Public Hearing Comment Sudeith for Green PID 03.01189.00
Public Hearing Comment J. Kubitschek for Green PID 03.01189.00
Public Hearing Comment Eichman for Green PID 03.01189.00
Public Hearing Comment V. Kubitschek for Green PID 03.01189.00
Public Hearing Comment Weisz for Green PID 03.01189.00
Public Hearing Comment Melquist for Green PID 03.01189.00
Public Hearing Comment A. Peterson for Green PID 03.01189.00
Public Hearing Comment Hanson for Green PID 03.01189.00
Public Hearing Comment Stocker for Green PID 03.01189.00
Public Hearing Comment J. Peterson for Green PID 03.01189.00
Public Hearing Comment Klick for Green PID 03.01189.00
Public Hearing Comment Luginbill for Green PID 03.01189.00
Public Hearing Comment E. Swanson for Green PID 03.01189.00

Staff Report

TO: Chisago County Planning Commission

FROM: Jessica Jagoe, Land Services Coordinator

DATE: April 29, 2021

RE: Kathleen Green, Conditional Use Permit
PID #03.01189.00
Fish Lake Township, XX Beach Road

Action to Consider

The Applicant is requesting a Conditional Use Permit (CUP) to allow for a private campground for up to four campsites.

Property Background/Description

Kathleen Green, Property Owner, is requesting a Conditional Use Permit to add Recreational Camping to operate a private campground for up to four campsites on the property at XX Beach Road. The lot was created in 1976 as part of Hilding Beach Plat 2 and is 0.92 of an acre. This plat consisted of six lots which today are all considered legal nonconforming lots of record because they do not meet current dimensional requirements for lot size. This parcel is 133 feet wide by 300 feet deep. The general parcel location is east of Cedarcrest Trail off of 466th Street in Fish Lake Township.



The parcel is zoned AG, Agricultural with the Shoreland Overlay due to proximity within 1,000 feet of Goose Lake. The zoning transitions to RRI, Rural Residential I for the riparian parcels located across the street on the west side of Beach Road. The immediate area is an example of typical shoreland development with smaller substandard lake properties that predate zoning regulations. Three of the parcels on the east side of Beach Road are developed with a detached accessory structure only, but this is allowed because the nonriparian lot is owned by a Property Owner with a riparian lot directly across the street and the lots are tied together for development and zoning purposes. Otherwise, the area is primarily single family residential.

The subject property is currently undeveloped. The family campground use of the property exists today. Ms. Green was instructed by Staff that a Conditional Use Permit would be needed

following an inspection of the property. She has applied today in order to legally establish said use. The AG, Agricultural District allows public or private campgrounds by CUP subject to the Performance Standards as outlined in our Zoning Ordinance under Section 7.21. Without a CUP, the Zoning Ordinance Section 4.12.B for Parking of Recreational Vehicles and Placement of Recreational Structures on Unimproved Property states "Recreational structures and travel trailers, campers, tents, motor homes, and other vehicles which are adaptable or have been adapted for living and may be reasonably transported, may be used for dwelling purposes or stored on the premises for a period not to exceed thirty (30) consecutive days or more than thirty (30) days of a sixty (60) day period. Only one recreational vehicle may be placed on a parcel or lot, except for short term periods such as family reunions and visits which do not exceed a period of 48 hours."

Site Plan/Proposal Analysis

The Applicant has indicated the campground will be solely used for the purposes of her family members with no more than four campsites. She has stated the campsites are not open to the public or for rent, but rather for private purposes. The recreational vehicles would remain on the property year round and it is up to each individual campsite/family on how they intend to occupy the site (i.e. year round or seasonal). The Applicant states that she will arrange trash service from May to October, but beyond those months the occupants are responsible for their own trash disposal and any snow plowing service. It is proposed that each campsite will have 2,000 square feet of area and will be spaced 10 feet from the side property lines and 10 feet between the side of an adjacent recreational vehicle. It should be noted that those are the minimum spacing requirements of the Department of Health. The site plan does not specify where the campsites will be located in relation to the front property line (road side), but Staff would recommend that the campsites be setback at least 40 feet from the front property line which is applicable setback in the AG District. There will be solar powered lights at the edge of each campsite, but no other lighting improvements are proposed. Each recreational vehicle will be self-contained for water and sewer services. Ms. Green states that the Owners of the recreational vehicles will be responsible for obtaining their own water and disposing of sewage waste.

The lot is generally landscaped with grass and has a few trees along the perimeter. The Applicant is proposing to plant additional trees in a single row along both side yards extending to the back/rear edge of the campsites (approximately ½ of the site as shown on the site plan). The species of trees or height at the time of planting were not specified in the application. There is a driveway off Beach Road to access the site between the spacing of existing trees.

There are no other proposed uses of the property that would be uncharacteristic of typical camping functions (i.e. grilling, bonfires, swimming) which may potentially generate excessive noise. While this is not a "public" campsite, County staff does acknowledge that multiple campsites could generate more noise. On commercial campgrounds it may be typical to find campground rules which stipulate some restrictions for evening activities. As a condition of this CUP, Planning Staff would suggest observance of quiet hours from 11:00 p.m. to 7 a.m. to be included should the Planning Commission recommend approval.

Lastly, the Technical Review Panel met on April 14th and there was no other known history or identifiable concerns with the parcel that would be impactful to the requested action beyond those previously noted.

Recreational Camping Areas Code Analysis

The Planning Commission as outlined in Zoning Ordinance Section 7.21 shall consider possible effects of the proposed land use based upon the following general factors and any other requirements set forth in this Ordinance or deemed otherwise relevant *(staff comments inserted in italic font):*

A. Purpose.
The purpose of this section is to provide for areas to be used for recreational camping which will not detract from surrounding land uses or natural resources, and provide for the health and safety of the public using these areas.

B. License Required.
No person, corporation, partnership, firm or other entity shall operate a recreational camping area unless a valid license issued by the Minnesota Department of Health for the current year has been obtained and is in the possession of the operator and posted in a conspicuous place in the office of the recreational camping area.

The Minnesota Department of Health requires a license for recreational camping areas regardless of use for private or public purposes. However, the threshold by the Department of Health is five or more campsites which meet the definition of a recreational camping area would require a license from their office. That threshold may trigger the Department of Health to require improvements for utilities (i.e. water, electric, garbage disposal) to operate under commercial campground standards. The Applicant has indicated there will be no more than four campsites which would not require a license. It should be noted as part of the application review that the Department of Health does consider a tent, a recreational trailer, or a recreational vehicle to be a campsite/camping area.

C. Conditional Use Permit Required.
A conditional use permit shall be required for the construction or operation of a recreational camping area. Recreational camping areas shall be restricted to the (A), (AP), (PAT), and (RRI/RRII) districts. All conditional uses shall be subject to the requirements of this Section and Section 8.04.

Each conditional use application shall include the submission of a site plan drawn to scale. When construction costs exceed $30,000, plans must be prepared by a registered engineer, architect, or land surveyor. The site plan shall include the following:

1. The full name and address of the applicant or applicants; or names and addresses of the partners, if the applicant is a partnership; or the names

and addresses of the officers, if the applicant is a corporation; and the name and address of the project developer.

2. A legal description of the site, lot, field, or tract of land upon which it is proposed to operate and maintain a recreational camping area.

3. The proposed and existing sanitary facilities on and about said site, lot, field, or tract of land and the proposed construction or alteration of sanitary facilities including toilets, urinals, sinks, wash basins, slop sinks, showers, drains, and laundry facilities; source of water supply; and sewage, garbage and waste removal. A detailed description of maintenance procedures, grounds supervision and method of fire protection shall also be submitted.

4. The proposed method of lighting the structures and site, lot field, or tract of land upon which said recreational camping area is to be located.

5. Road construction plans and specifications, including the location and size of all streets abutting the site and all driveways from such streets to the recreational camping area.

6. Location, size, and characteristics of each campsite.

7. Designation of the calendar months of the year which applicant will operate said recreational camping area and details as to whether all of the area will be developed at once or whether it will be developed a portion at a time.

8. Plans and drawings for new construction or alteration, including buildings, water systems, wells, plumbing and sewage disposal systems, surface drainage, electrical service, and gas service.

The application included information on the lot address, project scope/improvements, and a site plan of the proposed campsite locations. Other information that may be applicable such as picnic tables or vehicle parking was not included in the submittal. Each camper has self-contained holding tank(s) for water and sewage so no on-site disposal is proposed or will occur on the property. No utility improvements are proposed with this application.

D. Camping Area Spacing Requirements.
Vehicle and structure spacing requirements shall be consistent with the Minnesota Rules.

Applicant understands compliance with this condition and has stated dimensions that would comply with spacing requirements. If approved, a site inspection would be completed to verify compliance.

E. All utilities shall be underground and there shall be no overhead wires or supporting poles except those essential for street or other lighting purposes.

No additional utilities are proposed as part of this application for the campground purposes. The Applicant will install solar lighting at the edge of each campsite. The only other lighting may be from lanterns or external lighting mounted to the recreational vehicles.

F. Water Supply, Sewage Disposal, and Toilet, Bathing, Laundry Facilities, and Lighting. The water supply system, sewage disposal, and toilet, bathing, laundry facilities, and lighting shall be consistent with the Minnesota Rules.

Same as above. Applicant understands and agrees to these conditions.

G. Plumbing.
All systems of plumbing shall be installed in accordance with the Minnesota Board of Health regulations and the provisions of the Minnesota Plumbing Code.

Same as above. Applicant understand and agrees to these conditions

H. Garbage and Refuse - Handling and Disposal.
Garbage and refuse handling and disposal shall be consistent with the Minnesota Rules and the Chisago County Solid Waste Ordinance.

The Applicant will provide weekly trash and recycling services from May to October for campers. During the winter months, the Applicant has indicated that the campers will need to arrange for their own service or all waste generated will be removed from the site by the family member(s) and taken home for disposal.

I. Caretaker/Operator Duties.
A responsible adult attendant or caretaker shall be in charge of every recreational camping area at all times and the duty of said attendant or caretaker shall be to maintain the park, its facilities, and records; and to keep the facilities and the equipment in a clean, orderly and sanitary condition.

There is no official caretaker or attendant for the property. Ms. Green has indicated that she frequents the property and does understand she is ultimately responsible for the property even when she is not in attendance. She agrees to proper upkeep as a requirement at all times.

Conditional Use Permit Analysis

The Planning Commission as outlined in Zoning Ordinance Section 8.04.C shall consider possible effects of the proposed conditional use based upon (but not limited to) the following

general factors and any other requirements set forth in this Ordinance or deemed otherwise relevant:

1. *The Comprehensive Plan and development policies of the County;*

2. *The use shall 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;*

3. *The use shall 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;*

4. *The structure and site shall have an appearance that will not have an adverse effect upon adjacent properties;*

5. *The 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;*

6. *The 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;*

7. *The use shall not cause traffic hazard or congestion; and*

8. *Existing nearby properties shall not be adversely affected by intrusion of noise, glare or general unsightliness.*

Staff Analysis

Below are several questions that staff has prepared to assist in our analysis of the proposal:

1. Is the proposal consistent with the Comprehensive Plan and development policies of the County? *No. The Chisago County Comprehensive Plan has several references to the County's intention to continue to allow and be supportive of this type of land use in the AG Zoning District. However, those goals are also guided towards an increase in employment opportunities, identifying and finding a balance between promotion of natural amenities and protecting the quality of the surrounding settings. The subject parcel is a nonconforming substandard lake property within a concentrated area of single family residential. The parcel is not characteristic of an AG property, but rather more closely resembles the adjacent RRI Zoning. It is the belief of Planning Staff that the proposed recreational campground does not meet the intent of the goals and policies within the County's Comprehensive Plan when considering the lot size and review of the immediate area.*

2. Will the use create and excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area? *Staff did not identify any likely increase in demand upon parks, schools, or utilities that would result from the proposed. There is an increase in traffic that staff has identified as impactful to the neighboring properties. It is staff's opinion that the proposed would not create an excessive demand on streets that would rise to the level of hazard or congestion. A comment of the Town Board was preference for the campers to stay in place so there is less traffic on the road.*

3. Will the use 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? *Similarly to #1, the subject property is not separated by distance and the proposed campground use is not considered by Staff to be compatible with the adjacent development or land. The Applicant has proposed additional screening as a means to buffer any potential visual and/or noise impacts to the adjacent properties.*

4. Is the use in the opinion of the County reasonably related to the overall land use goals of the County and to the existing land use, and consistent with the purposes of the Zoning Ordinance/Zoning District in which the applicant intends to locate the proposed use? *No. The Chisago County Zoning Ordinance allows Commercial Recreation as a Conditional Uses in the Ag Zoning District subject to the Performance Standards as outlined in Section 7.21. The purpose statement in A. of Recreational Camping Areas is "to provide for areas to be used for recreational camping which will not detract from surrounding land uses or natural resources, and provide for the health and safety of the public using these areas". The narrative included attempts to address handling for each of those factors. However, this parcel is 0.92 of an acre and is a legal nonconforming lot in the AG District primarily surrounded by single family residential uses. The proposed land use in Staff's review is not in character with the immediate area and is not consistent with the purpose of the zoning ordinance.*

5. Will the use cause traffic hazard or congestion? *Similarly to #2 above. If approved, it is anticipated that there will be an increase in traffic on the road as guests arrive and depart from their campground.*

6. Will existing nearby properties be adversely affected by intrusion of noise, glare or general unsightliness? *County staff does acknowledge that multiple campsites could generate more noise. Observance of quiet hours from 11:00 p.m. to 7 a.m. could be included should the Planning Commission recommend approval. No glare or unsightliness is foreseen as proposed that would be impactful to nearby properties.*

60-day Review

The application was deemed complete on March 30, 2021. The 60-day deadline will be May 29, 2021.

Township Recommendation
Township Board reviewed at their meeting on April 12, 2021 and has recommended Approval with no conditions. The Town Board stated a preference that the campers stay in place on the lot as much as possible rather than haul them in and out creating more traffic on the road.

Staff Findings
The Conditional Use Permit request for a Recreational Camping Area is allowed in the AG zoning district. The Applicant has outlined a means to potentially address the Performance Standards as outlined in the Zoning Ordinance Section 7.21. However, Staff has concerns with site suitability given the adjacent land uses and development of a campground within an area of substandard shoreland properties. It is Staff's finding that the proposed land use is not consistent with the County's Comprehensive Plan goals and intentions or purpose of allowing Recreational Camping Areas in the Zoning Ordinance.

Upon close of the public hearing on this application, discussion should be held by the Planning Commission on the above observations (#1 through #6) as preliminary drafted by Staff. Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff has provided below the following recommended motion with findings for your consideration:

Recommended Action to Consider

- Recommend **Denial** of the Conditional Use Permit for a Recreational Camping Area to operate a year round campground as requested by Kathleen Green for the property at XX Beach Road, PID #03.01189.00 based on the Findings of Fact or other contributing factors deemed appropriate *(insert additional findings and/or amend):*

    1) The Applicant has presented a land use in conflict with the purpose and goals of Chisago County's Zoning Ordinance and Comprehensive Plan which reference identifying and finding a balance between promotion of natural amenities and protecting the quality of the surrounding settings.
    2) The parcel is a legal nonconforming lot of record which does not meet present day dimensional requirements in the AG District which is a minimum lot size of five acres. Due to the substandard lot size, the parcel is not comparable to characteristics of the AG District and is more consistent in size and land use with the adjacent residential and shoreland parcels.
    3) The proposed land use does not meet the purpose of recreational camping areas for providing areas to be used for recreational camping which will not detract from surrounding land uses or natural resources, and provide for the health and safety of the public using these areas.
    4) The Applicant has not provided sufficient detail to ensure caretaker responsibilities and monitoring of site conditions to ensure that campground operations will be supported in a safe and efficient manner.
    5) The Applicant has not demonstrated or provided mitigating steps on how site operations and layout of a recreational camping area will not adversely impact adjacent residential landowners.

Alternate Options

- Move to **Table Action** and extend the initial 60-day period for required action on this Conditional Use Permit application for up to an additional 30 days, so to allow for further review of the record and to make a decision on this application, as allowed under Minnesota State Statute 15.99 Subd. 3(f)."

- Recommend **Approval** of the Conditional Use Permit for a Recreational Camping Area to operate a year round campground as requested by Kathleen Green for the property at XX Beach Road, PID #03.01189.00 based on the Findings of Fact that the proposed land use is consistent with Chisago County's Comprehensive Plan and Zoning Ordinance in offering recreational opportunities based on the site plan and narrative of record (or as modified at tonight's meeting) and subject to the following conditions (*insert additional conditions and/or amend):*

    1. There is to be no commercial recreational activity occurring.
    2. The site is limited to a maximum of four campsites and/or recreational campers/vehicles.
    3. The observance of quiet hours from 11 PM to 7 AM.
    4. 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.
    5. The permit holder must notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.

CC: Kathleen Green, Applicant
County File

14 3/30/21 VAR 11-1

Permit # 21-363

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 46.00
Base Fee 1025.00
Wetland or Septic Fees
Plat Compliance Fee
TOTAL FEE $ 1071.00

Street Location _____ **Tax Parcel #** 03.01189.00

Legal Description ARCS D.D Section 10 Township 036 Range 022 Subdivision Hilding Beach Plat [redacted] **E-Mail Address:** Greenteam[redacted]Comcast.net

Owner: Kathleen V Green **Day Phone** [redacted]

Address [redacted]

Applicant (if other than owner) _____ **Day Phone** ( )

Address Hilding Beach Plat #2. Lot 4, Block 1; S 10, T 36, R 22

Type of Request:

Variance	☐	Preliminary Plat	☐
Administrative Appeal	☐	Administrative Permit	☐
Conditional Use Permit (or amendment to CUP)	☒	Ordinance Amendment	☐
Interim Use Permit (or amendment to IUP)	☐	Rezoning	☐

Applicable section of ordinance: 7.21, 8.04

Description of request: Conditional use permit - Camping Area

If Variance Application, Brief Description of Practical Difficulty _____

Kathleen Green
Signature of Applicant

3/30/2021
Date of Application

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

3/30/2021
Date Received at Front Counter

5/29/21
60 – Day Review

Date of Public Hearing: May 6, 2021

Questions? Contact Jessica Jagoe, Land Services Coordinator at 651-213-8379 or Jessica.jagoe@chisagocounty.us

TOWNSHIP PRESENTATION FORM

Diane M. Sander

From: Andrea Nekowitsch - Clerk Fish Lake Twp <clerk@fishlaketownship.com>
Sent: Monday, April 12, 2021 7:41 PM
To: Diane M. Sander
Cc: Kathy Green
Subject: RE: Township Review - CUP Application

This is an external email message!
This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Dear Diane,

The Town Board reviewed the information provided by Kathy Greene and did not have any concerns with the application from the property owners. Supervisor Thill also viewed the property in question today and did not have any concerns. The Town Board also would prefer that the campers stay in place on the lot as much as possible rather than haul them in and out creating more traffic on the road.

-Andrea

Andrea Nekowitsch | Clerk
clerk@fishlaketownship.com
Cell: 651-248-4968

Office: 651-674-7709
2170 Brunswick Road
Harris, MN 55032
www.fishlaketownship.com

Street Location _____

Legal Description PIN 03.01189.00

Owner Name Kathleen V Green **Day Ph** [redacted]

Address: [redacted]

Applic: [redacted]
(if other than owner)

Address :

Type of Request:

Variance	☐	**Preliminary Plat**	☐
Administrative Appeal	☐	**Administrative Permit**	☐
Conditional Use Permit (or amendment to CUP)	☒	**Rezoning**	☐
Interim Use Permit	☐	**Ordinance Amendment**	☐

Description of Request: _____

Date of County Public Hearing: Thurs May 6, 21

Date of Township Presentation: Mon April 12, 21

TOWNSHIP ACTION TAKEN

Approved ☐ **Denied** ☐

Reasons and Conditions: _____

Signature of Township Officers: _____

_____

_____

Kathleen Green
Signature of Applicant

3/30/2021
Date

SCHEDULE OF REQUIRED MEETINGS

Application for Recreational Camping Area CUP

Kathleen Green
17039 Jamestown Street NE
Ham Lake MN 55304
612-207-7667
Greenteam97@comcast.net

Section 10 Township 036 Range 022
Subdivision: HILDING BEACH PLAT 2 Lot 004 Block 001 SubdivisionCd 03061

Current lot is a 133 ft by 300 ft equaling 0.92 acres. Lot is bordered on the north and south with the similar size lots. The lot to the north consists of a mound septic system and outbuilding. The lot to the south has a garden shed on it. To the east is a farm field. The west faces Beach Road. North and south property lines are tree lined for about the first 80 feet with a clump of trees toward the center of lot. There is a driveway entering property from Beach Road. This lot has electrical service available. No other amenities are available at this time.

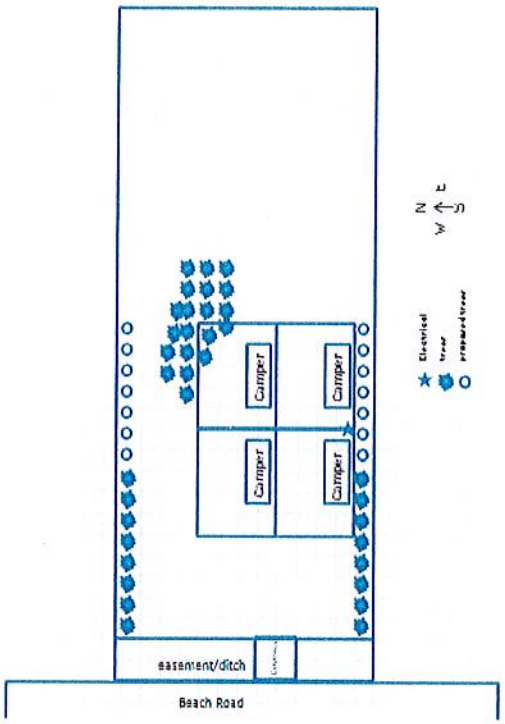
For generations this lot has been used as a family gathering place. Unaware of the current ordinance on camping, Recreational Vehicles were parked on site year round. After Learning of the Current ordinance; family weekend gatherings would occur and Recreational Vehicles would need to be brought to the site. Therefore I would like to apply for a Recreational Camping area CUP.

Upon approval of a Recreational Camping Area permit there will be

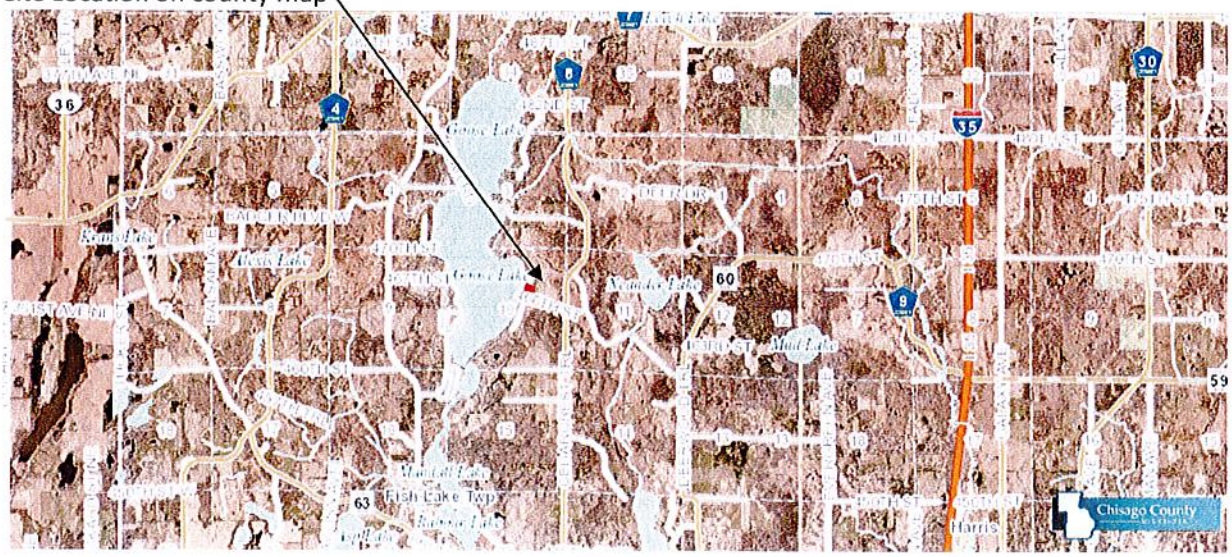
- Four designated camping areas. Each site will consist of 2000 square feet. There will be a minimum of 10 feet between the property line and camp site with at least 10 feet between each Recreational Vehicle.
- Recreational Vehicles will be allowed to be parked on the site year round.
- All Recreational Vehicles will be self contained providing water, sewer and showers for its occupants.
- Recreational Vehicle owners will be responsible for obtaining water for their unit and proper drainage of sewer and waste water. Dump stations are available within 10 miles.
- May through October lot owner will arrange weekly garbage and recycling pickup with a local company. Outside of this time frame occupants are responsible for properly disposing of trash and recyclables.
- Campfires will only be allowed in an owner provided fire ring. All Recreational Vehicles parked on site will be required to have an operational fire extinguisher. In the event of an emergency 911 will be called.
- Outdoor solar powered lights will be placed at the edge of each camping site. Each individual Recreational Vehicle should utilize the vehicles equipped outside lighting to light the entrance to Recreational Vehicle.
- Although, campsites would be available for use and/or storage year round, snow plow service will not be provided by owner.
- Campsites and surrounding lot will be mowed weekly or as needed. Trees, bushes or shrubs will be trimmed on an as needed basis. Additional trees/shrubs will be added to property lines for additional privacy.
- No new road construction or improvements should be needed. Driveway culvert will be inspected and replaced/updated if needed. No additional traffic is anticipated.
- This being a family/private recreational camping area there will be no fees charged or bookkeeping needed.
- Family members will be responsible to keep camping area in clean and operational manor.

Application for Recreational Camping Area CUP

Proposed site plan



Cite Location on county map



Kathleen Green – Aerial Photo

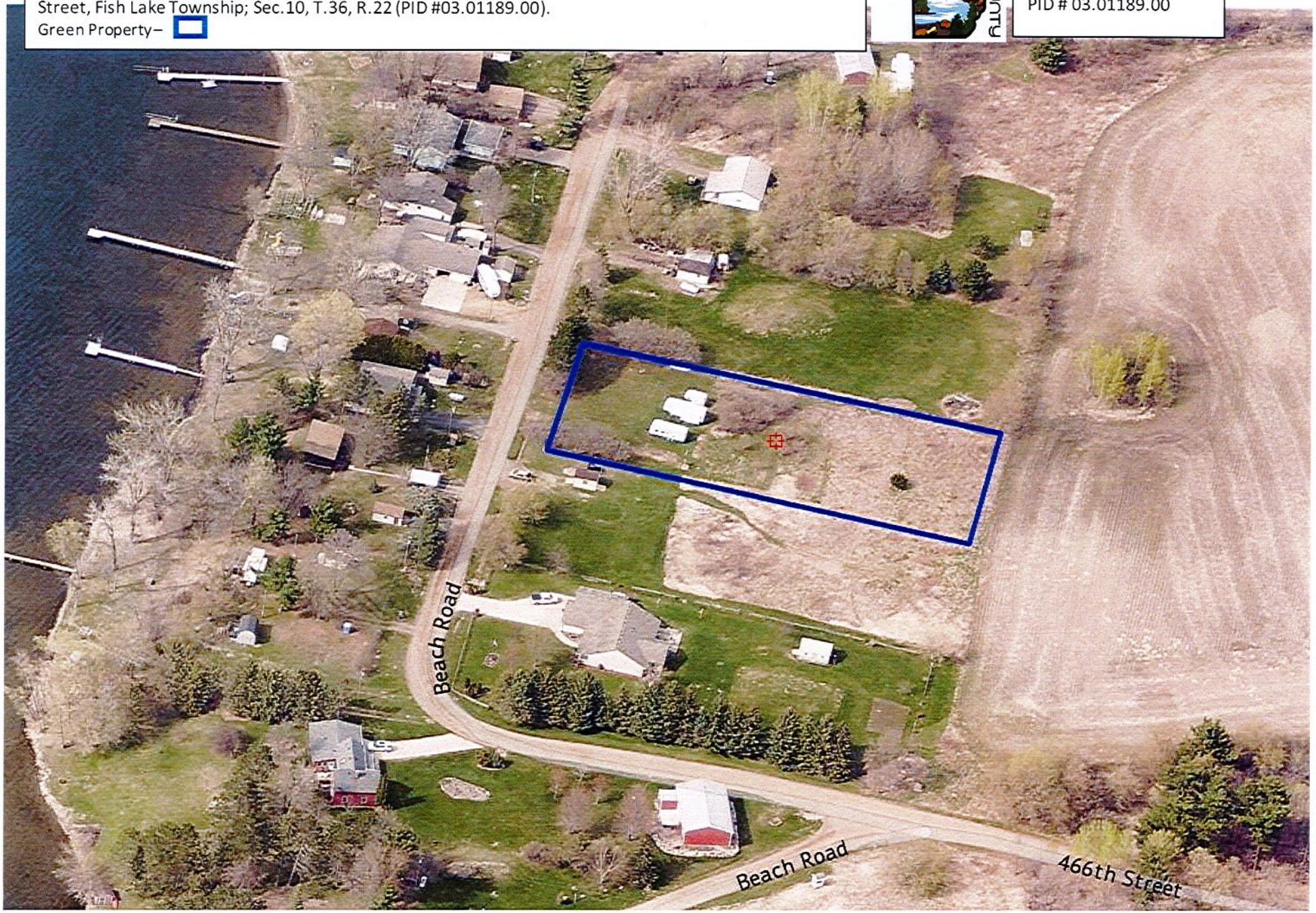
Kathleen Green is requesting a Conditional Use Permit for Recreational Camping to allow up to four private campsites on their property. The property is located east of Beach Road and north of 466th Street, Fish Lake Township; Sec.10, T.36, R.22 (PID #03.01189.00).

Green Property–

Fish Lake Township

Sec. 10, T. 36, R. 22

PID # 03.01189.00



Kathleen Green – Aerial Photo

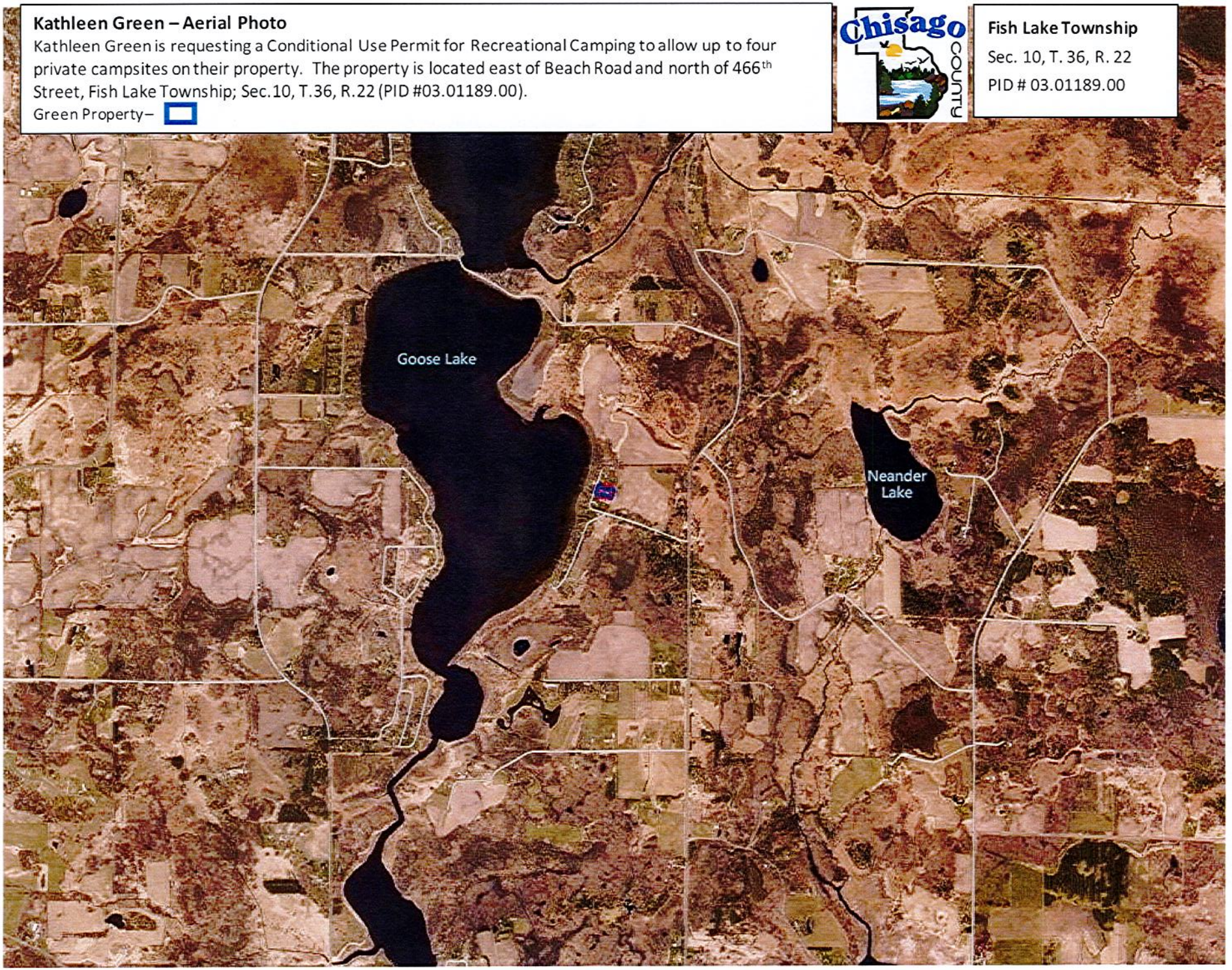
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Green Property–

Fish Lake Township

Sec. 10, T. 36, R. 22

PID # 03.01189.00



Chisago County Request For Board Action

Meeting Date: May 19, 2021	***Item Number:*** 18
Title of Item for Consideration: Monte & Vicki Canfield, Preliminary Plat "Meadowlark Estates" Preliminary Plat	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	

Background: Kelly Jordan, on behalf of Monte and Vicki Canfield - Property Owners, is seeking approval of a preliminary plat of three – five acre lots out of a 36-acre tract to be known as "Meadowlark Estates". The subject property is located in Chisago Lake Township, 15432 310th Street (PID #02.00726.00).

At their meeting of May 6, 2021, the Planning Commission conducted the requisite public hearing and unanimously recommended approval of the request with the following condition:

1. Obtain the necessary permit(s) from the County for any wetland impacts or crossing as applicable for each lot.

The Fish Lake Township Board reviewed this request at their meeting of May 6, 2020, and recommended approval with no conditions.

The 60-day review deadline is May 30, 2021.

***Attachment(s)*:**

- Meadowlark Estates Preliminary Plat
- Presentation to the Planning Commission
- Staff Report to The Planning Commission
- Planning Commission Minutes (attached to Environmental Director's Report)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the May 6, 2021, recommendation of the Chisago County Planning Commission to approve the Meadowlark Estates preliminary plat. The suggested motion to approve this action is as follows:

"Move to approve the Meadowlark Estates Preliminary Plat located in Chisago Lake Township, at 15432 310th Street (PID #02.00726.00)."

Implications of Action: Recommended Board action would grant the requested Preliminary Plat in Chisago Lake Township. Once prepared and reviewed, final plat approval will be requested of the Board.

***Budget/Financial Implications*:** None

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

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

MEADOWLARK ESTATES

PROPOSED DESCRIPTION:

That part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 34, Range 20, Chisago County, Minnesota lying West of the East 4 Rods, northerly of Parcel Number 37, Chisago County Highway Right of Way Plat No. 25 and southerly of the following described line:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 06 minutes 51 seconds West, assumed bearing along the west line of said Southwest Quarter of the Southwest Quarter, 598.05 feet to the point of beginning; thence North 89 degrees 50 minutes 57 seconds East, 912.65 feet; thence North 00 degrees 18 minutes 39 seconds West, 101.20 feet; thence North 89 degrees 50 minutes 57 seconds East, 337.22 feet to the west line of said East 4 Rods and there terminating.

ZONING: BUILDING SETBACKS: MINIMUM LOT AREAS:

A - AGRICULTURAL

Centerline of County Road:	135 feet
Side Yard:	20 feet
Rear Yard:	50 feet

Minimum Lot Width : 300 feet
Minimum Lot Depth: 300 feet
Minimum Lot Size : 5 ACRES

SURVEY NOTES

1. Subject Property PID No. 02.00726.00
   The physical address of the property is 15432 310th St., Center City, MN 55012.
2. The bearing system is based on the Chisago County coordinate system NAD83 (1996 Adjustment).
3. The Vertical datum is based on MNDot GSID Station 50735. Elevation: 925.28 - NAVD 88.

OWNER & DEVELOPER

Monte & Vicki Canfield
15432 310th Street
Center City, MN 55012
651-261-1540

LOT SUMMARY

NUMBER OF LOTS: 3

LOT 1, BLOCK 1:	249,971 Sq. Ft. or 5.74 Acres
LOT 2, BLOCK 1:	246,505 Sq. Ft. or 5.66 Acres
LOT 3, BLOCK 1:	218,142 Sq. Ft. or 5.00 Acres
RESIDUAL:	873,292 Sq. Ft. or 20.00 Acres

LAND SURVEYOR

Widseth Smith Nolting
Kelly L. Jordan L.S.
PO Box 37
Forest Lake, MN 55025
651-464-3130

ACREAGE:

Total Acreage of subject property:

1,585,910 Sq. Ft. or 36.40 Acres

SOIL TESTING

Kamberg Soil Consulting
55535 Fairfield Ave.
Pine City, MN 55063
320-629-9318
KambergSoilConsulting@gmail.com

WETLANDS

Jacobson Environmental, PLLC
5821 Humboldt Avenue
Brooklyn Center, MN 55430
612-802-6639
jacobsonenv@msn.com

LEGEND

- SOIL BORING
- ELEC POLE
- GUY ANCHOR
- TELE PEDESTAL
- WETLAND SYMBOL
- WATER WELL
- SANITARY CLEANOUT
- DELINEATED WETLAND EDGE
- EASEMENT LINE
- RIGHT OF WAY EXISTING
- BUILDING SETBACK LINE
- OVERHEAD ELECTRIC
- STORM SEWER
- DENOTES A SET 1/2" IRON PIPE W/CAP MARKED LS 42648
- DENOTES A SECTION CORNER MONUMENT
- DENOTES A FOUND RIGHT OF WAY MONUMENT

- CONCRETE SURFACE
- BUILDING WALL HATCH
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- PROPOSED DRIVEWAY
- UNBUILDABLE AREA

VICINITY MAP

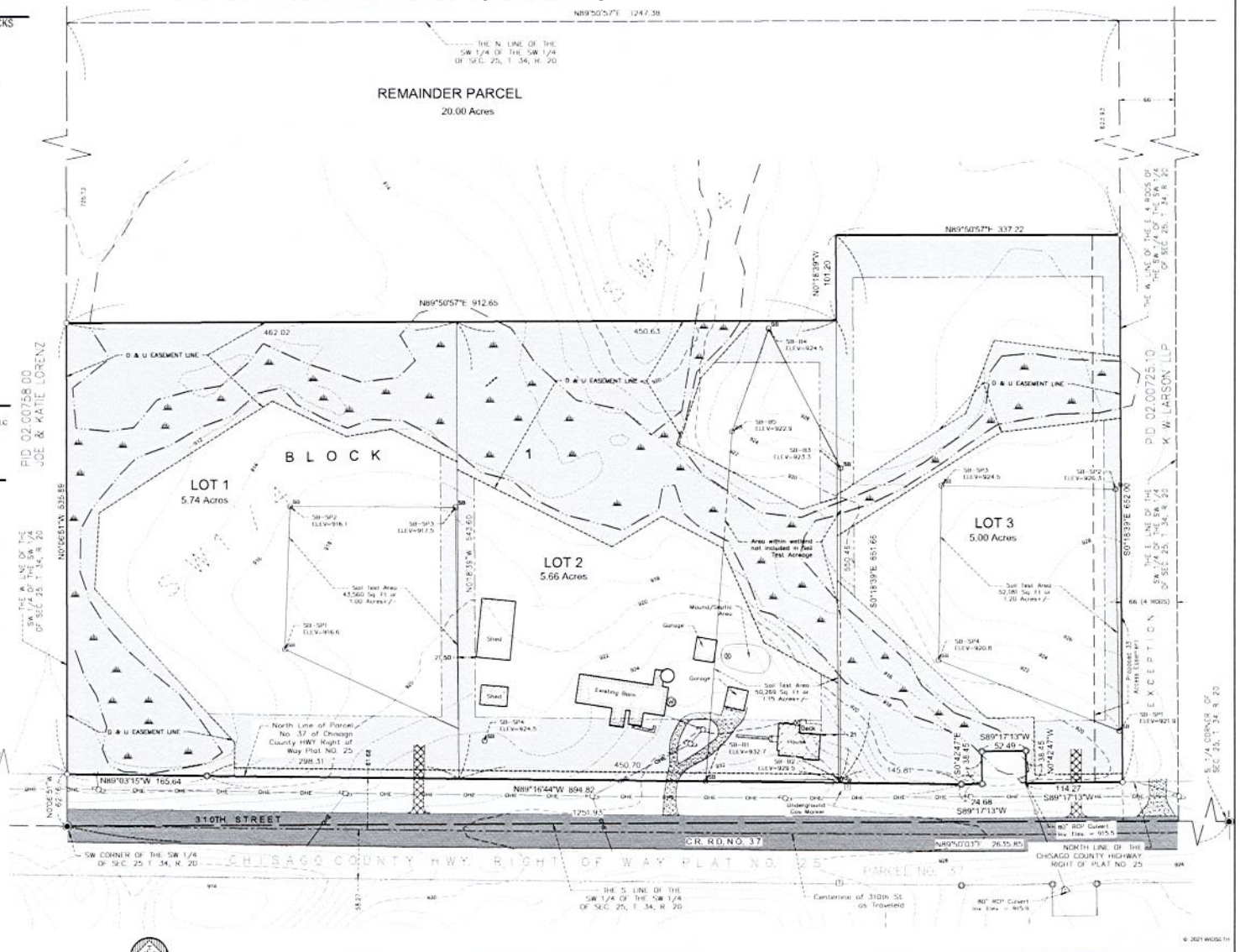
SEC. 25, T34, R20
CHISAGO LAKES TOWNSHIP
CHISAGO COUNTY, MINNESOTA



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 10 FEET IN WIDTH ADJOINING STREET LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

SCALE (IN FEET)
0 60 120
1 INCH = 60 FEET



DATE	MARCH 2021	DATE	AMENDMENTS
SCALE	AS SHOWN	04/01/2021	Added Soil Borings to Lot 2
DRAWN BY	JJG		
CHECKED BY	KLJ		
FILE NUMBER	2021 - 10008		

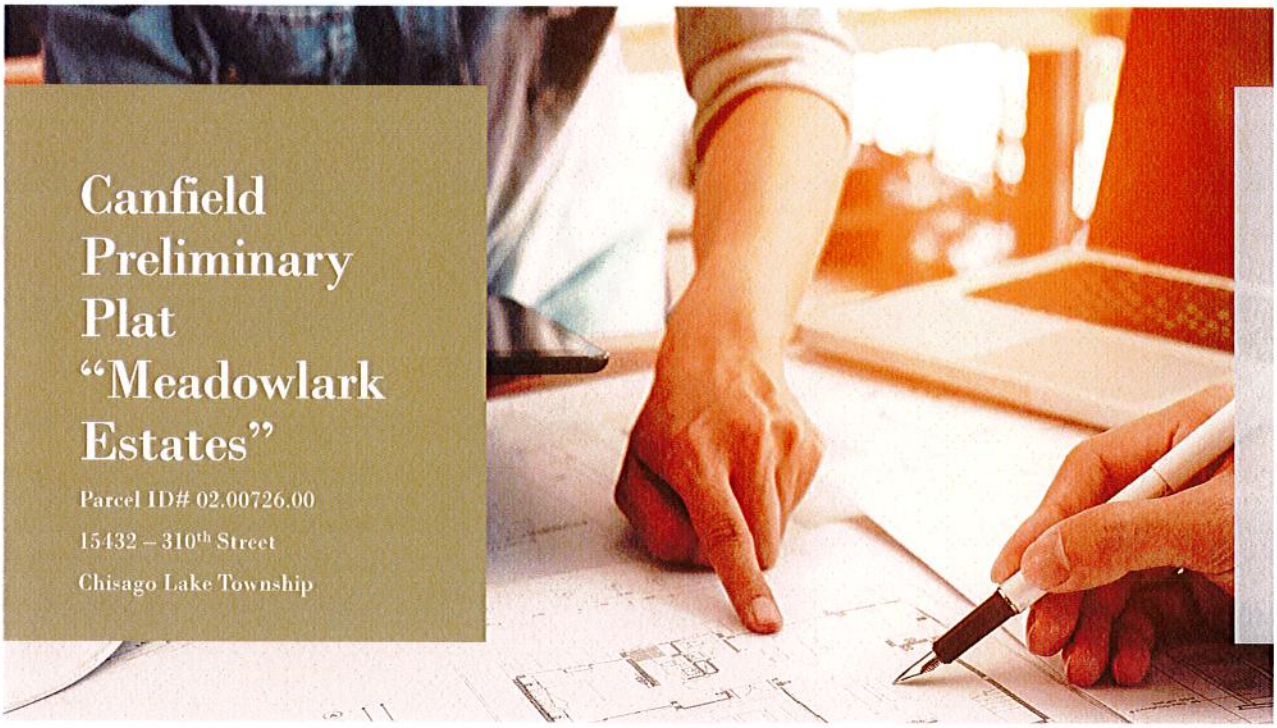
PREPARED FOR: **MONTE AND VICKI CANFIELD**

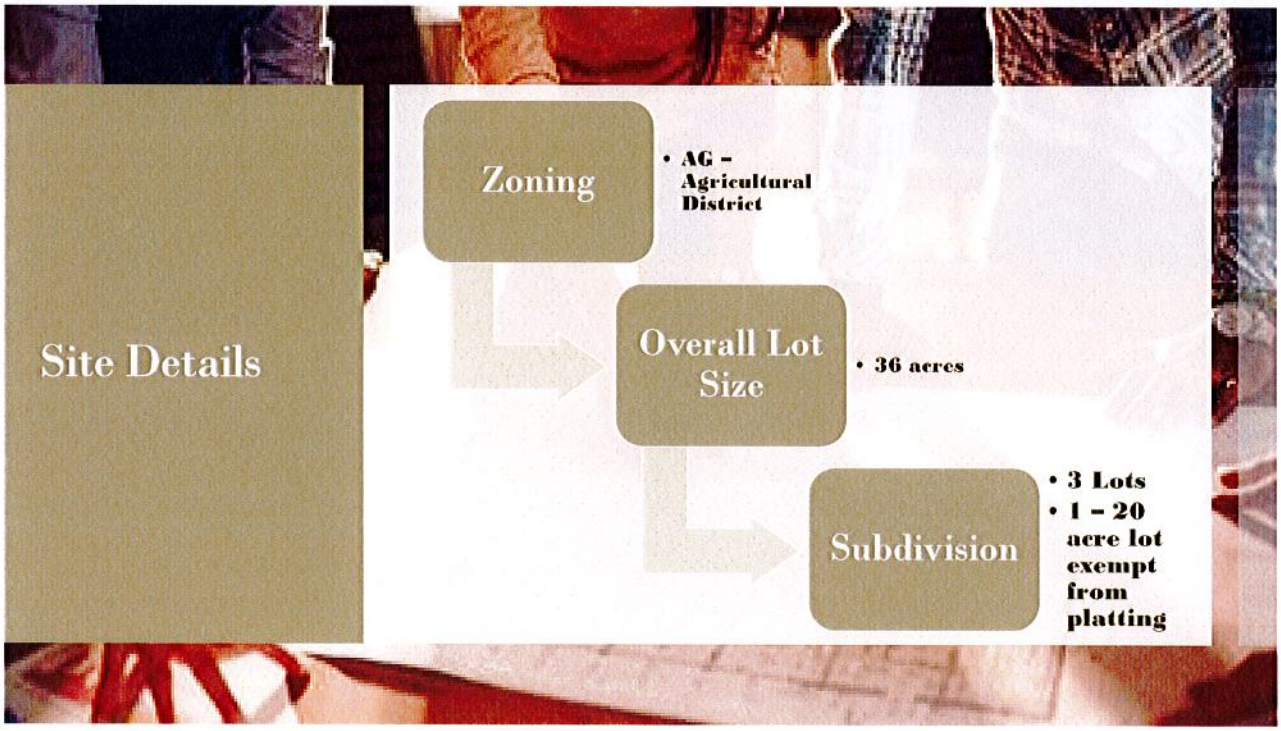
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kelly L. Jordan L.S. DATE 3/30/2021 LIC. NO. 42648

© 2021 WIDSETH

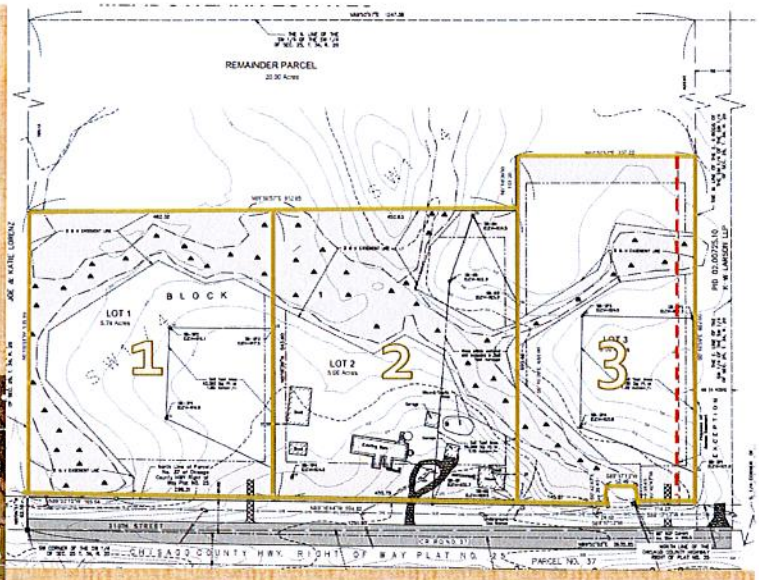
WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS


Canfield Preliminary Plat "Meadowlark Estates"
Parcel ID# 02.00726.00
15432 – 310th Street
Chisago Lake Township


Site Details
Zoning
• AG – Agricultural District
Overall Lot Size
• 36 acres
Subdivision
• 3 Lots
• 1 – 20 acre lot exempt from platting

Preliminary Plat Design





Aerial with Zoning Districts

	Lot Size	Lot Width (as shown at front property line)*	Lot Depth
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1	5.74 acres	463 feet	535 – 543 feet
Lot 2	5.66 acres	450 feet	543 – 550 feet
Lot 3	5.0 acres	312 feet	651 feet

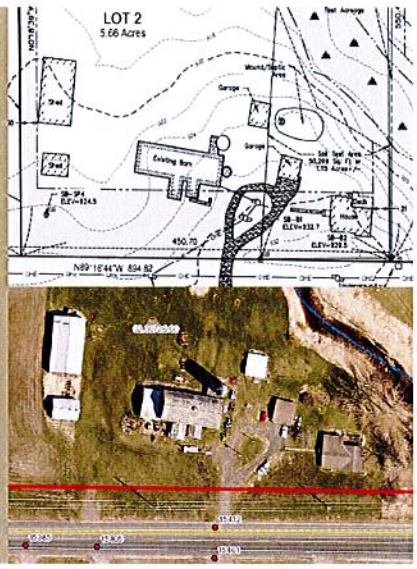
Proposed Lot Dimensions

April 14th Plat Review:

- The Public Works Director/County Engineer has reviewed the preliminary plat and has no issues with the proposed or two new driveway accesses as shown.
- Lot 2 will retain the existing development which has legal nonconforming structures because they do not meet present day front yard setback requirements. These structures existed prior to the adoption of current zoning requirements and are allowed to remain and be maintained in the same manner as they exist today.

Pursuant to State Statute and Zoning Code Section 4.03.I.1 it states "*A non-conformity, including the lawful use or occupation of land or premises existing at the time of the adoption of an official control under this chapter, may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion".*

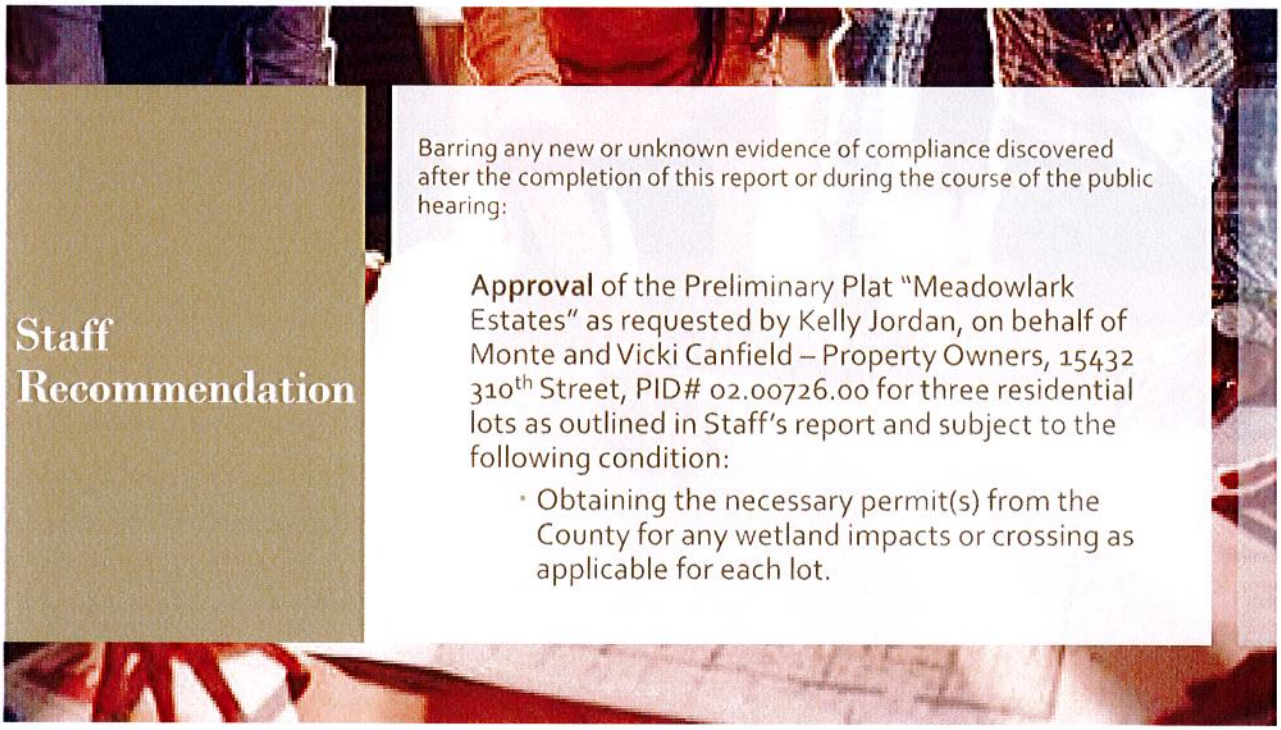
- Further subdivision of the parcel needs to be done in a manner that does not create any new nonconformities. Determined Lot 2 will meet applicable side yard setbacks as measured from the new side property lines in the proposed lot configurations.
- 20-acre parcel to the north is provided access via a 33 foot easement located on the east side of Lot 3 of the proposed plat.
- Wetland Specialist verified delineated wetlands. The parcel prior to subdivision can utilize up to 2,500 square feet of wetlands filled by exemption. Each crossing will require a wetland permit from the County.



Soils verified and determined to be satisfactory

60-Day
Complete – March 31, 2021
Deadline – May 30, 2021

Chisago Lake Township meeting on May 6, 2021 – Approved with no conditions



Staff Recommendation

Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing:

Approval of the Preliminary Plat "Meadowlark Estates" as requested by Kelly Jordan, on behalf of Monte and Vicki Canfield – Property Owners, 15432 310th Street, PID# 02.00726.00 for three residential lots as outlined in Staff's report and subject to the following condition:

- Obtaining the necessary permit(s) from the County for any wetland impacts or crossing as applicable for each lot.

Staff Report

TO: Chisago County Planning Commission

FROM: Jessica Jagoe, Land Services Coordinator

DATE: April 29, 2021

RE: Monte and Vicki Canfield, Preliminary Plat "Meadowlark Estates"
Chisago Lake Township, 15432 310th Street, PID# 02.00726.00

Action to Consider

The Property Owners are seeking approval of a preliminary plat to be known as "Meadowlark Estates" to create three lots out of a 36 acre tract.

Property Background/Description

Kelly Jordan, on behalf of Monte and Vicki Canfield - Property Owners, is seeking approval of a preliminary plat of three – five acre lots out of a 36-acre tract. The preliminary plat does not include the remainder 20 acres since this lot is exempt from formal platting under the Subdivision Ordinance Section 1.06.A. The 20-acre parcel will remain as a metes and bounds legal description. In addition, the remainder parcel is not included in the soil verification or wetland delineation processes at this time. The review of factors for buildability on the 20-acre parcel would be completed and submitted to the County for verification as part of the building permit process.

The preliminary plat is requesting to further subdivide the 15-acres along 310th Street with the existing development. The parcel is situated about a ½ mile east of Pleasant Valley Road on the north side of 310th Street. The parcel is zoned AG, Agricultural. The properties/area to the north and east of the subject parcel are also zoned AG, Agricultural. To the west, the parcels abutting 310th Street are zoned RRII, Rural Residential II ranging in lot sizes from five to 20+ acres. However, it is just that single row of parcels. This stretch of RRII zoning is less than one mile and then transitions to AG, Agricultural to the north of that single row of parcels.



The purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. The Canfield's intend to sell Lots 1 and 2 for development as single-family residential. No buyers have been identified and future design plans for the homes are unknown at this time.

Site Plan/Proposal Analysis

Staff has provided below a table that outlines the AG dimensional requirements, plus I've shown the proposed dimensions for all three parcels in the preliminary plat:

	Lot Size	**Lot Width** *(as shown at front property line)**	**Lot Depth**
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1	5.74 acres	463 feet	535 – 543 feet
Lot 2	5.66 acres	450 feet	543 – 550 feet
Lot 3	5.0 acres	312 feet	651 feet

**The lot width by definition is measured at the building setback line. The Subdivision Ordinance goes on to say in the Lot Requirements, Section 4.03 that "Each lot shall front upon a public street for the minimum lot width required, except as otherwise provided in this Ordinance."*

As proposed, all three parcels comply with the County lot dimensional requirements.

As part of the review process, the Plat Review Committee met on April 14th. The newly created parcels are not located in a floodplain and there are no severe slope conditions impacting the proposed development. There are no new roads as part of the proposal. The Public Works Director/County Engineer has reviewed the preliminary plat and has no issues with the proposed or two new driveway accesses as shown.

Lot 2 of the preliminary plat will retain the existing development which includes the residential dwelling and several detached accessory structures/agricultural buildings. The house and existing barn as labeled on the plat are considered legal nonconforming structures because they do not meet present day front yard setback requirements. These structures existed prior to the adoption of current zoning requirements and are allowed to remain and be maintained in the same manner as they exist today. However, the further subdivision of the parcel needs to be done in a manner that does not create any new nonconformities. In Staff's review, the preliminary plat does not because the existing development on Lot 2 will meet applicable side yard setbacks as measured from the new side property lines in the proposed lot configurations.

The 20-acre parcel to the north is provided access via a 33 foot easement located on the east side of Lot 3 of the proposed plat. The Wetland Specialist commented that delineated wetlands are found on either side of the flowage with upland areas on the rear (north side) of each parcel. It is assumed that each Owner will have a need to get to the rear of their respective properties and will have to fill wetlands to achieve this. The parcel prior to subdivision can utilize up to 2,500 square feet of wetlands filled by exemption. As such, each crossing will require a wetland permit from the County. Engineering may be required in order to size the culverts appropriately

which will be determine upon submission of a wetland permit. The flowage way is not a DNR protected stream, so no permit is required by the State.

Lastly, Staff has found the soil verification to be accurate and satisfactory. There are no other mandatory environmental reviews required and no other concerns identified as part of that review.

60-Day Agency Action
The application was deemed complete on March 31, 2021. The 60-day deadline would be May 30, 2021.

Township Recommendation
Chisago Lake Township Board reviewed at their meeting on May 6, 2021, and has recommended Approval with no conditions.

Staff Findings and Recommended Action to Consider
Following the review by the Plat Review Committee and Planning Staff, the proposed preliminary plat is determined to be in compliance with the Zoning and Subdivision ordinances as well as consistent with the intent of the Comprehensive Plan for Chisago County. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, Staff has provided below the following recommended motion for your consideration:

- **Approval** of the Preliminary Plat "Meadowlark Estates" as requested by Kelly Jordan, on behalf of Monte and Vicki Canfield – Property Owners, 15432 310th Street, PID# 02.00726.00 for three residential lots as outlined in Staff's report and subject to the following condition:
  - Obtaining the necessary permit(s) from the County for any wetland impacts or crossing as applicable for each lot.

Alternate Options
Alternatively, should the Planning Commission determine differently upon completion of the Public Hearing and/or upon discovery of any new or unknown evidence of compliance or concerns affecting the proposal, staff has provided below other motions for your consideration:

1. Recommend to the County Board *Move to Table Action* and extension of the initial 60-day period for required action on this Preliminary Plat application for up to an additional 30 days, so to allow for further review of the record and to make a decision on this application, as allowed under Minnesota State Statute 15.99 Subd. 3(f).

2. Recommend *Denial* of the Preliminary Plat for "Meadowlark Estates" as it is deemed to be inconsistent with the zoning regulations and Comprehensive Plan for Chisago County (or other factors deemed appropriate by the Planning Commission and the following Findings of Fact *(note: the Commission will need to insert factor(s) for denial and findings in motion language)*:
   1.
   2.

CC: Kelly Jordan, Applicant
Monte and Vicki Canfield, Property Owners
County File

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 19
Title of Item for Consideration: Report and Recommendations from the May 11, 2021 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance Committee	***Department:*** County Board of Commissioners

Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its May 11th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions:

FY 2022 Budget Process Department Presentation Schedule: The B/F Committee received the recommended 2022 Budget Process Department Presentation Schedule from County Administrator Chase Burnham to discuss the department's 2022 Budgets, including the 2022 CIP and 2022 TIP and funding of the projects. The Schedule was approved by consensus.

Salary Survey – Baker Tilly: The B/F Committee received and discussed the proposed salary survey by Baker Tilly. The Committee approved proceeding with the Salary Survey by a 4-1 vote.

Attachment(s):

- Wheelage Tax and Local Option Sales Tax Totals to Date
- FY 2022 Budget Process Department Presentation Schedule
- Salary Survey – Baker Tilly

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the April 13th Budget and Finance Report and approve the Baker Tilly Salary Survey. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the May 11th Budget and Finance Report, approve the department presentation schedule and approve the Baker Tilly Salary Survey."

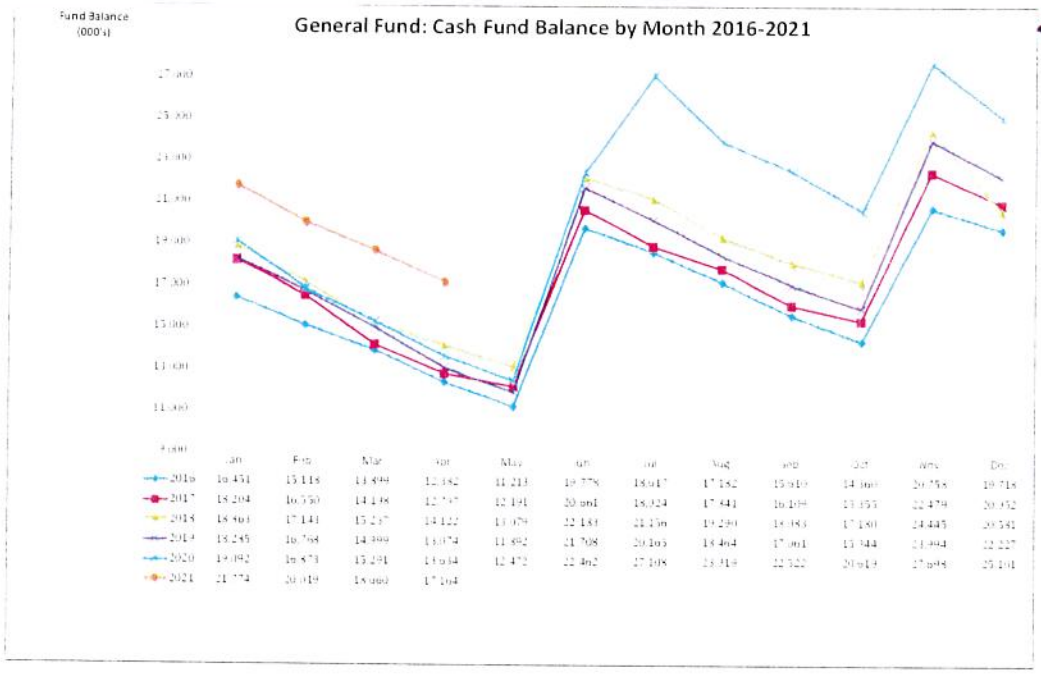
Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities.

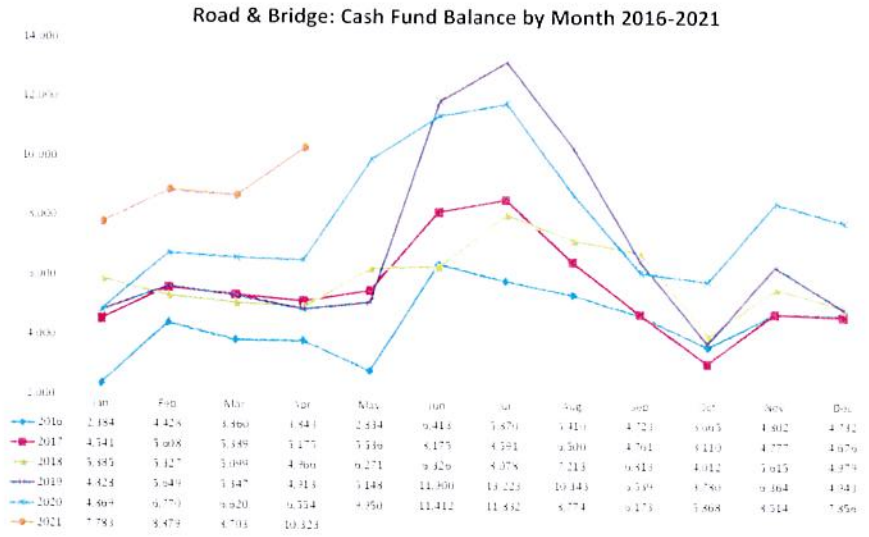
Budget/Financial Implications: Tonight's recommended actions may approve certain specific expenditures. Tonight's actions may also have implications for future county budgets.

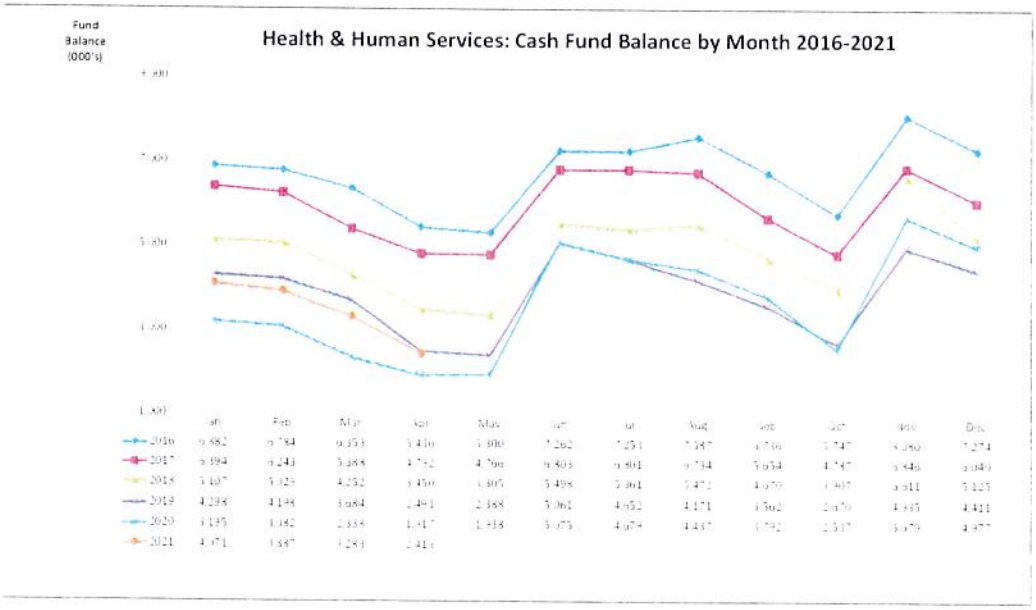
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Specific legal actions/decisions are subject to final approval as to form by the County Attorney.

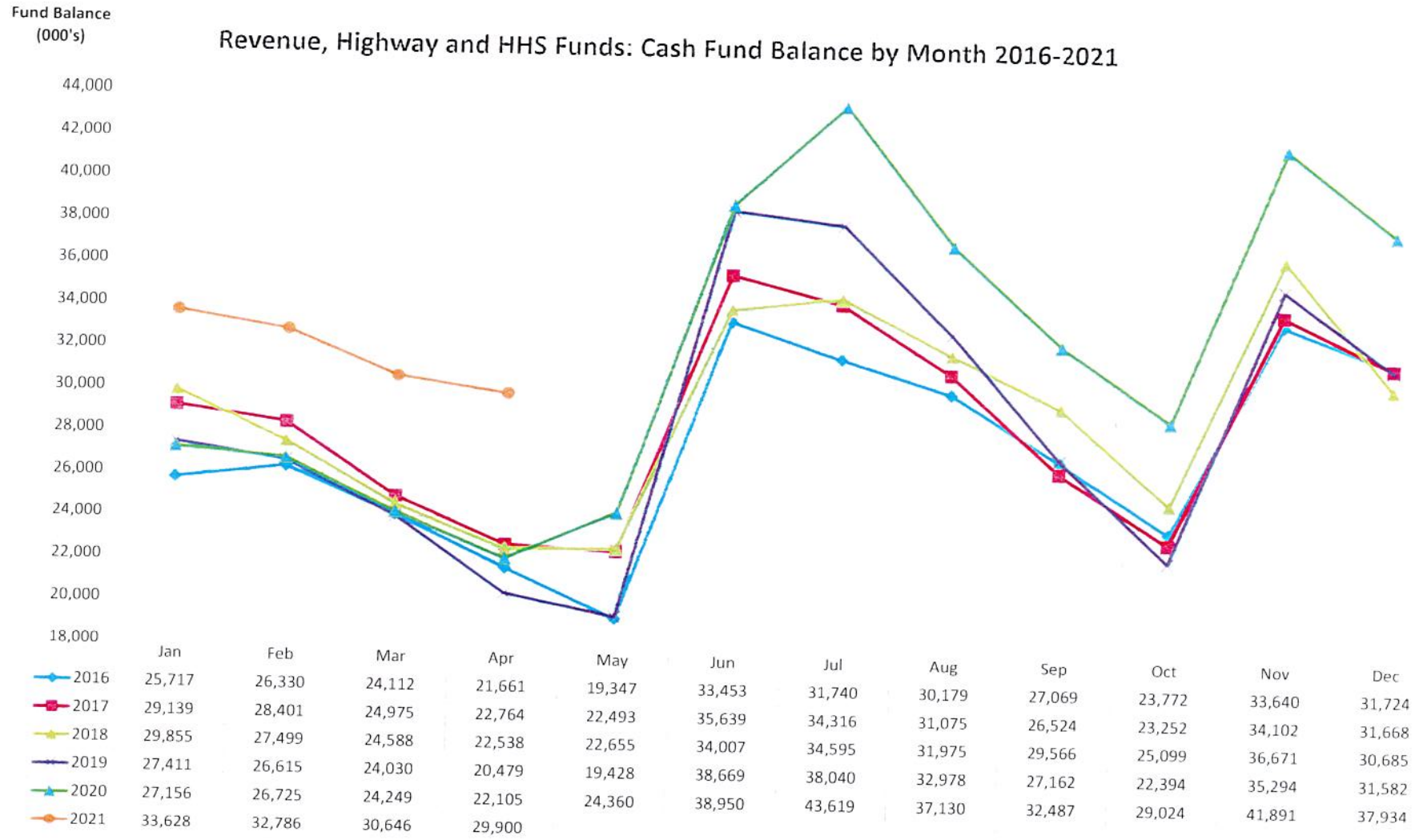
Administrator's Recommendation			
Approve CBS	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

TAB A7


Fund Balance (000's)
General Fund: Cash Fund Balance by Month 2016-2021


Road & Bridge: Cash Fund Balance by Month 2016-2021


Fund Balance (000's)
Health & Human Services: Cash Fund Balance by Month 2016-2021



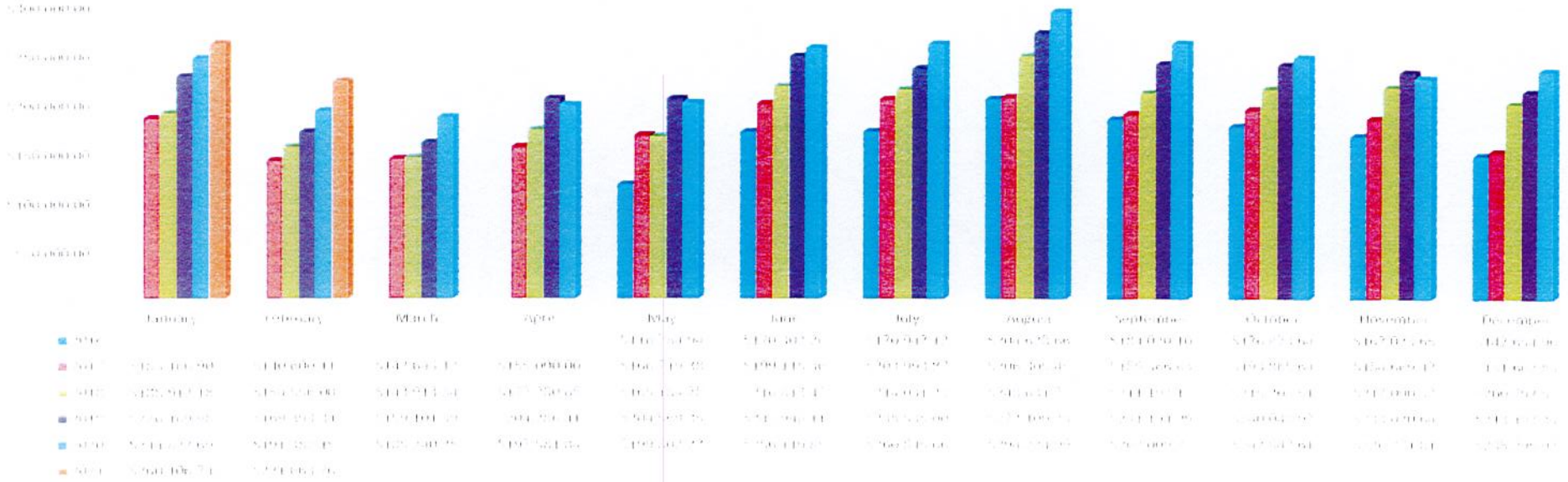
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	25,717	26,330	24,112	21,661	19,347	33,453	31,740	30,179	27,069	23,772	33,640	31,724
2017	29,139	28,401	24,975	22,764	22,493	35,639	34,316	31,075	26,524	23,252	34,102	31,668
2018	29,855	27,499	24,588	22,538	22,655	34,007	34,595	31,975	29,566	25,099	36,671	30,685
2019	27,411	26,615	24,030	20,479	19,428	38,669	38,040	32,978	27,162	22,394	35,294	31,582
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900								

Sale Tax - By Month

Average Annual Collection $2,478,560

2021 Budget $2,200,000

Total Collection Through Feb. 2021 $481,771

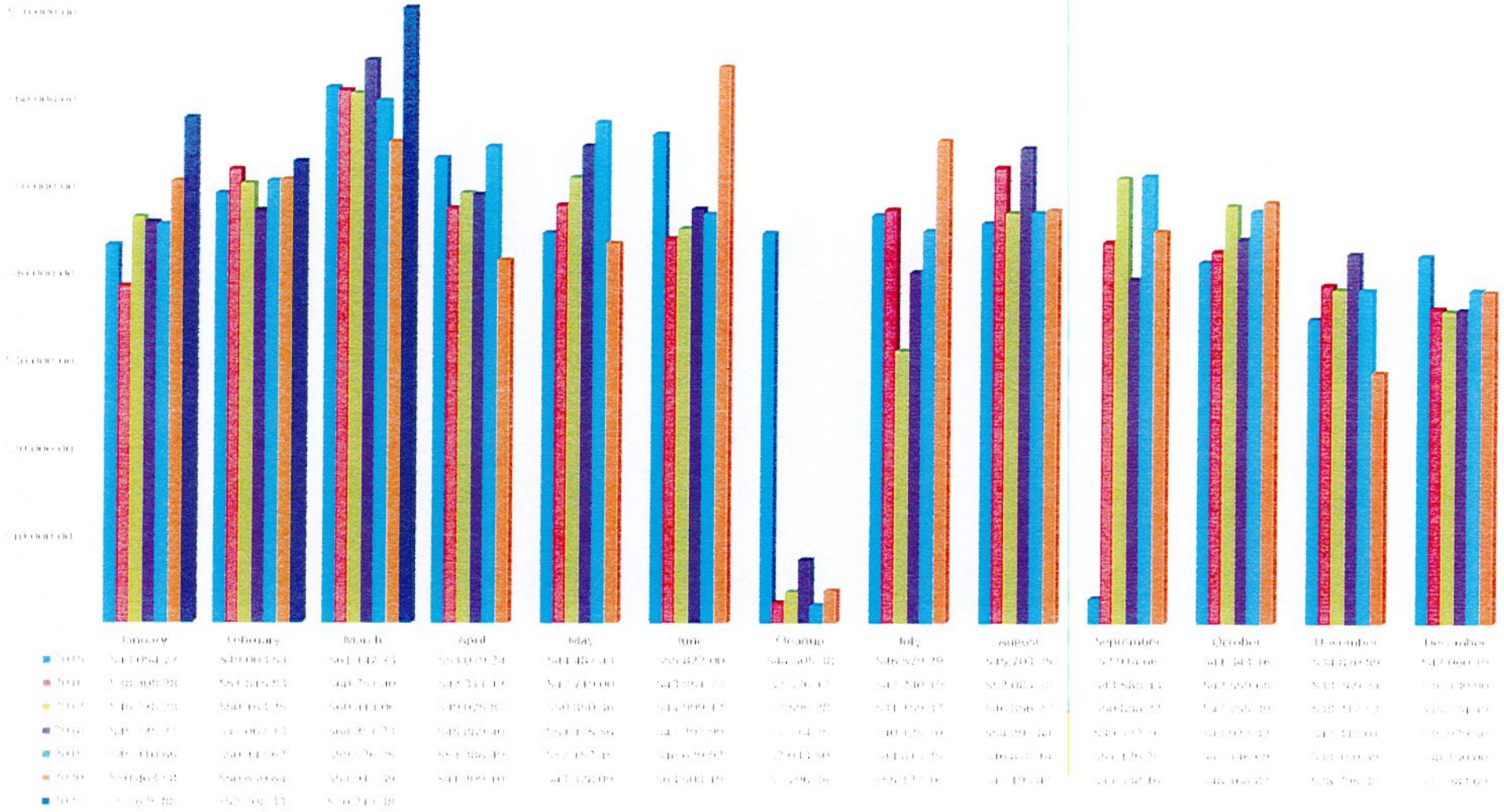


Wheelage Tax

Average Annual Collection $558,902

2021 Budget $600,000

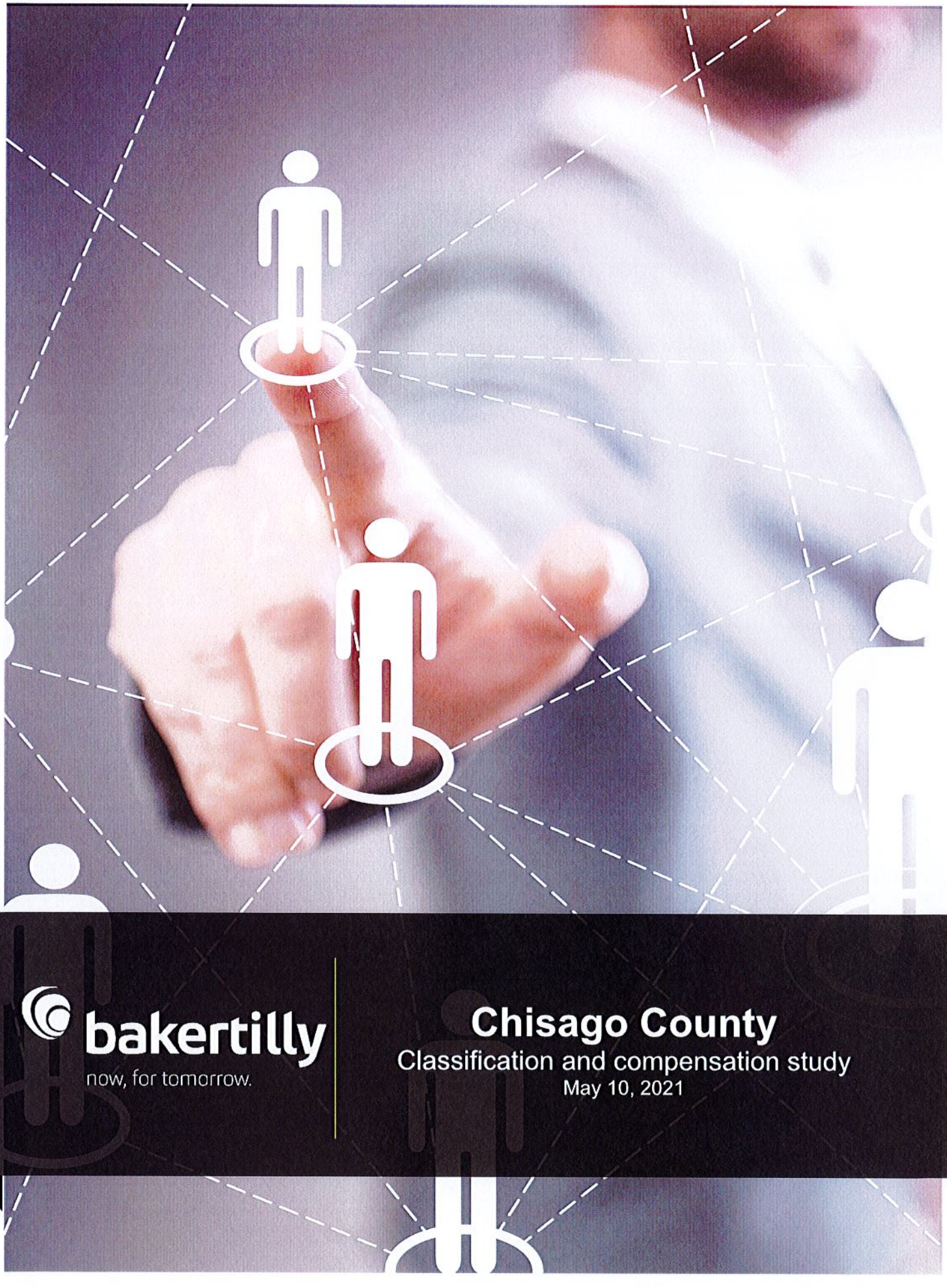
Collection Through March 2021 $180,598



2022 Proposed Budget Presentation

DRAFT Schedule

June 8th 2021	3:00 p.m.
	Public Works
	Administration/Human Resources
	Auditor-Treasurer
	Enterprise Services
July 13th 2021	3:00 p.m.
	Environmental Services
	Chisago County Sheriff
	Health and Human Services
	Chisago County's Attorney
	Assessor's Office
	Probation's Office
	Recorder's Office
	Chisago County Partners – Historical Society, ECRLB, Ag Society, Soil and Water, U of MN Extension, HRA-EDA



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now, for tomorrow.

Chisago County

Classification and compensation study

May 10, 2021

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APPENDIX I: PROJECT TEAM RESUMES I

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Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

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now, for tomorrow.

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A. Cover letter

May 10, 2021

Ms. Karen Gates
Human Resources Director
Chisago County
313 North Main Street
Center City, MN 55012

Dear Ms. Gates:

In accordance with Chisago County's (the "County") request for a proposal, Baker Tilly US, LLP (Baker Tilly) is pleased to submit our qualifications to conduct a classification and compensation study to update the current compensation plan for the County's employees covered by its classification and compensation program.

Our firm has assisted numerous jurisdictions in Minnesota and throughout the United States in addressing human resources and compensation issues, as well as performing specialized management studies. We have created an extensive consulting service that provides in-depth study and analysis on a variety of management topics. In addition, Baker Tilly ensures that we have the staff, capabilities and experience required for the study the County has outlined.

Baker Tilly has developed specialized expertise in performing personnel and compensation studies and currently serves as the ongoing position classification consultant for several cities throughout Minnesota, the Midwest region and the country. We feel that this experience coupled with our technical and human resources specialties will bring unparalleled expertise to your study in the areas of human resources administration.

Included in this proposal are the qualifications of our firm, a detailed scope of services, our study methodology and a list of client references. The project's time frame is also provided, along with the resumes of the consulting team.

Very truly yours,

BAKER TILLY US, LLP

Kate Crowley
Principal
T: +1 (608) 240 6718
E: kate.crowley@bakertilly.com

Ann Antonsen
Director
P: +1 (651) 223 3057
Email: ann.antonsen@bakertilly.com

B. Firm background

Firm introduction

Baker Tilly is a nationally recognized firm with a long history of service to clients located throughout the country — and internationally. As a member of Baker Tilly International, the world's 10th largest accountancy and business advisory network, we are able to extend our reach through trusted relationships with firms located across the country and throughout the world.

Baker Tilly was founded in 1931 with one central objective: to use our industry specialization to help our clients improve their businesses. For more than 85 years, Baker Tilly has understood that our business demands absolute integrity, a belief in the value of trusted relationships and a willingness to collaborate with every client. We will strive to continue to deepen and enhance our relationship with Chisago County as we seek to become your Valued Business Advisor.

Key facts about Baker Tilly:

- Headquartered in Chicago and employing more than 1,400 throughout the Midwest
- Employs nearly 400 professionals in the Twin Cities
- Provides a wide range of accounting, tax, assurance and consulting services by more than 4,600 total staff members, including 440 partners
- Ranked among the 11 largest accounting firms in the U.S.
- Serving clients with industry-focused teams
- Named a "Top Workplace" by the Minneapolis Star Tribune for 10 consecutive years — the only accounting firm to receive such an honor



Baker Tilly has provided high quality, independent financial and management advisory services to public and not-for-profit organizations for more than 60 years. Baker Tilly's staff has been advising their clients in organizational development for more than 30 years. Baker Tilly's human capital practice group is comprised of a knowledgeable, experienced staff with direct experience in managing and leading local city and county governments. Our team of professionals brings practical, realistic and creative solutions to the challenges faced by public entities.

Our compensation consulting team is focused on position classification, compensation and performance evaluation. Our work is competitive, current, court tested and copyrighted to deliver pragmatic outcomes. Our organizational management focus ranges from human resource consulting, executive recruitment, group facilitation, strategic planning, budget analysis,

resource sharing and building collaborations to organizational improvement and efficiency studies.

Public entities are under a great amount of pressure to deliver high quality services in a fiscally constrained environment. Traditional methods and means do not necessarily work anymore and this scenario is not likely to change at any time in the future. To that end, elected officials and public administrators are under pressure to employ new and innovative solutions that require progressive leadership, creative collaboration, cautious risk taking and an investment in their personnel and organizational foundation. Success in the public sector is hard to define, but those public entities that enhance and enrich their people, their process and their systems are more likely to deliver more value by maximizing the use of public resources, thus achieving more success in the marketplace of public opinion.

Since our firm's beginning, we have emerged as a leader in human resource management consulting and executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch, which drive our internal standard for delivering only outstanding services and leading-edge products.

Project contact and location

Ann Antonsen, Director
380 Jackson Street, Suite 300
Saint Paul, MN 55101

Office: +1 (651) 223 3057
Fax: +1 (651) 223 3046
Email: ann.antonsen@bakertilly.com

Why Baker Tilly is ideally suited to serve Chisago County

- **Our team has successfully performed hundreds of similar studies nationwide, having been successfully implemented in governments large and small.**

  Baker Tilly has been performing compensation and classification studies for more than 30 years. We have successfully implemented hundreds of studies in public organizations across the country. Our clients range from those who have as few as three employees to those who have over 3,000 employees. Our focus is on the public sector and our personnel have extensive experience in public sector pay and classification.

- **With us, you do not just get a study, you get a system. We train you in the system and leave you prepared to utilize it, as needed, as your workforce needs evolve.**

  Upon completion of the study Chisago County will have the necessary tools to manage the classification and compensation system moving forward. As the County changes and evolves, the SAFE® job evaluation system provides the County with a tool to evaluate positions as they change or as they are created.

- **Our SAFE® classification system is solid, tested and is proven as a methodology for fairly and appropriately distinguishing and evaluating classifications**

  In today's environment, organization's need to know that their methods are proven and sound. SAFE® gives you a tested methodology that works to properly differentiate between job classes in your organization.

- **We know that quality studies rest on quality data.**

  To achieve this goal, we carefully identify benchmark positions for use in the study process and ensure that we collect data on a comparative basis. When the study is completed, we support our work with regression analysis to document your proposed payline to your benchmarked competition.

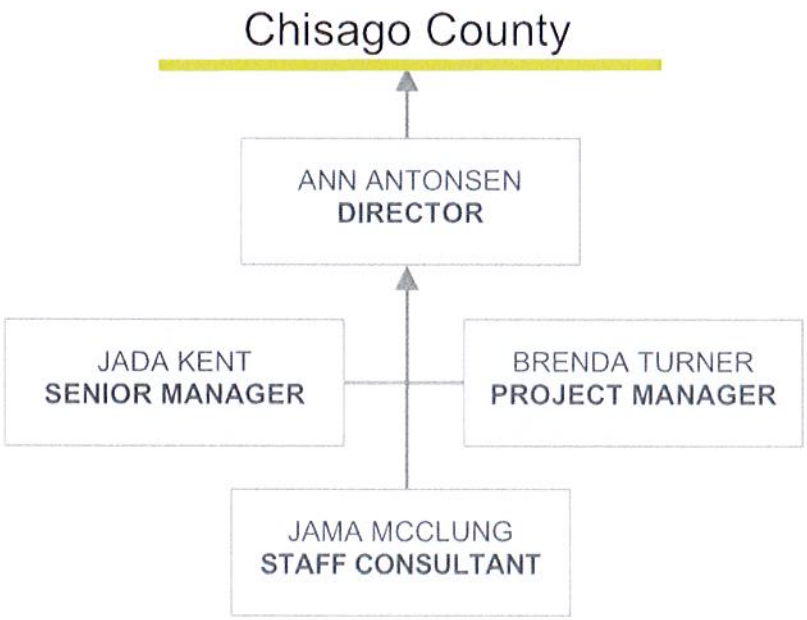
Overall, we pride ourselves in doing high-quality work that is defensible, transparent and fair to both the organization and its employees, as we realize that a pay and classification study is critical to your ability to maintain and grow the quality of workforce that you need to perform at the level expected by your citizenry. We proudly stand by our work and will defend and support it through adoption.

Project team

The Baker Tilly project team is designed specifically for Chisago County.

This project team represents experienced professionals who will be working on this project. Our service team is selected to meet four very specific objectives for the County: 1) It represents the staff who will be directly responsible for your projects; 2) It provides a range of expertise to cover the range of service requirements; 3) It provides a national perspective of experience and institutional knowledge to achieve your future objectives; and 4) It represents the commitment to take personal and professional responsibility for the services and outcomes for the County.

Organizational chart



Project team bios

Director	Ann Antonsen
	**Qualifications:** Ann is a consultant with a strong background in organizational management and human resources that she uses effectively in developing position analyses, classification and compensation studies, performance management and evaluation system development and staff training for the public sector. She also specializes in performing organizational studies, revising and developing personnel policies and manuals and in conducting organizational management training sessions and providing general human resources assistance. Ann has been with the firm since 2005 and earned a Bachelor of Arts in Psychology from the University of Minnesota.

Manager	Jada Kent
	**Qualifications:** Jada is a manager with a background in human capital consulting, including classification & compensation, organization management and executive recruitment. Jada has earned a master's degree in Public Administration (MPA), is a member of the North Texas Compensation Association (NTCA) and is in the process of obtaining her Certified Compensation Professional (CCP) designation. She has been with Baker Tilly since 2015.

Project Manager	Brenda Turner, CCP
	**Qualifications:** Brenda is a human capital senior associate with a background serving in compensation and human resources. Prior to joining Baker Tilly, Brenda served most recently as the senior director of global compensation for a global technology company. She has also served in varying compensation, finance and accounting roles in the hospitality, travel and technology industries. Brenda is a Certified Compensation Professional (CCP) through World at Work and is also a member of the Society for Human Resources Development (SHRM). She earned a Master of Business Administration from the University of Texas and joined Baker Tilly in February of 2020.

Consultant	Jama McClung
	**Qualifications:** Jama joined the executive recruitment team supporting Mid-Atlantic executive recruitment work in 2010. Now her specialty focus is classification and compensation studies, performance evaluations and benefits review. Jama has performed prior consulting support work as a capital project assistant for healthcare IT financial system conversions and IT infrastructure upgrades and has served as a public finance assistant, supporting senior living and healthcare public finance bankers. She attended Glenville State College and is currently completing coursework toward a bachelor's degree in Business Administration.

Full Project Team Resumes can be found in Appendix I.

Experience

There are a number of factors that set Baker Tilly apart from other consulting firms performing studies such as the proposed engagement for Chisago County.

Although we have included below a lengthy list of organizations for whom Baker Tilly has provided classification and compensation services, to simplify Chisago County's evaluation process, we have augmented this list by including a brief narrative of select experience our staff provides, as well as a generalized list of outcomes consistent to our many custom compensation engagements.

- **Evaluating the appropriateness of (and potentially consolidating) job titles:** The assignment of job titles (including the potential for consolidation where warranted) is an integral part of each comprehensive classification and compensation study that Baker Tilly conducts. Baker Tilly provides a consistent, easy to explain and understand rationale for the assignment of job titles, which would be vital to Chisago County's success in this project given the diversity of jobs included in the scope of work.
- **Analyzing extensive total compensation survey data:** Baker Tilly has assigned to the Chisago County project a consulting team with diverse public and private sector experience gathering and analyzing survey data. This group has extensive experience in customized classification and compensation studies for numerous organizations.
- **Providing detailed implementation cost estimates:** Although discussed in greater detail below, Baker Tilly has the experience and capability to guide Chisago County in the most effective implementation costing scenarios and to prepare highly complex financial models leveraging our staff's Microsoft Excel skillset.



- **Presenting compensation results:** Baker Tilly's staff has broad experience interacting with employees at all levels in our client organizations. From executives primarily in office working environments to individual contributors in the field, we have successfully engaged employees to establish credibility in our methodology and results. Likewise, our staff has a distinct ability to present the results of compensation studies in such a way that elected officials from all walks of life can understand.

Although each engagement is different, the following are the general results Baker Tilly has achieved on behalf of our public sector clients:

- Established fair and equitable relationships among positions throughout organization (internal equity);
- Identified relevant market conditions to strategically select benchmark organizations;
- Included employee input and participation to promote transparency and consistency in the job classification and compensation processes;
- Developed pay structures that reflect the defensible, quantifiable alignment of positions and market competitiveness;
- Maintained compliance with state and federal laws (FLSA, pay equity, for example); and
- Implemented modified job classification and compensation systems within our client's defined budget parameters.

Following is a partial list of Baker Tilly's previous Human Capital studies.

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Pop.
Current	Amelia County	VA	Class & Comp Study	13,145
Current	Auburn	IN	Comp & Class Study	13,056
Current	Cumberland County	VA	Pay & Class Study	9,824
Current	Duplin County	NC	Comp Study	58,967
Current	Evansville	WI	Comp Study	5,378
Current	Fertile	MN	Class & Comp Study	833
Current	Horicon	WI	Class & Comp Study	3,595
Current	Harrisonville	MO	Comp & Job Analysis	10,043
Current	Isanti County	MN	Class & Comp Study	40,596
Current	Jackson	MS	Comp Study	164,422
Current	Ligonier	IN	Comp & Class Study	4,654
Current	Richmond	IN	Comp Study	35,353
Current	Rosemount	MN	Class & Comp Study	25,307
Current	Sherburne County	MN	Compensation Study	97,238
Current	Spring Lake Park	MN	Class & Comp Study	6,535
Current	Stevens Point	WI	Comp Study	26,229
Current	Waite Park	MN	Comp Study	7,718
2020	Crystal	MN	Comp Study	22,463
2020	Elko New Market	MN	Pay Plan Update	4,760
2020	Fosston	MN	Class & Comp Study	1,481
2020	Independent School District No. 0625	MN	Principal Wage Study	
2020	Onalaska	WI	Class & Comp Study	18,712
2020	Otsego	MN	Comp Study	17,357
2020	Rappahannock County	VA	Comp & Class Study	7,321
2020	Traverse County	MN	Class & Comp Study	3,308
2020	Windsor	VA	Class & Comp Study	2,626
2019	Adams County	WI	Class & Comp Study	19,973
2019	AppalCART	NC	Class & Comp Study	
2019	Bellingham	WA	Comp Market Study	89,045
2019	Brooklyn Center	MN	Comp Study	30,712
2019	Capital Region Water	PA	Class & Comp Study	
2019	Circle Pines	MN	Comp & Class Study	4,978
2019	Council Bluffs	IA	Class & Comp Study	62,316
2019	Dallas Housing Authority	TX	Comp Study	
2019	Fillmore Soil & Water Conservation District	MN	Class & Comp Study	
2019	Gastonia	NC	Class & Comp Study	75,536
2019	Gatesville	TX	Class & Comp Study	12,387
2019	Independent School District No. 2769	MN	Job Desc/Pay Equity Review	

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Pop.
2019	Intermediate District 0287	MN	Pay and Class	
2019	Iowa League of Cities, Des Moines	IA	Comp Study	3,146,000
2019	King County Housing Authority	WA	HR Management Consulting	
2019	Local Government Information Systems	MN	Comp & Benefit Study	
2019	McFarland	WI	Market Survey	
2019	Montgomery	MN	Class & Comp Study	2,907
2019	Morehead City	NC	Class & Comp Study - Maintenance	9,203
2019	North Central Regional Library	WA	Comp & Benefits Study	
2019	Payson	AZ	Class & Comp Study	15,476
2019	Pittsylvania County	VA	Comp Study	62,426
2019	Pottawattamie County	IA	Class & Comp Study	93,386
2019	River Falls	WI	Class & Comp Study	15,510
2019	Rocky Mount	VA	Comp Study	4,798
2019	Saginaw County	MI	Class & Comp Phase II	195,012
2019	Saginaw County	MI	Class & Comp Phase III	195,012
2019	Salem	VA	Class & Comp	25,483
2019	Sartell	MN	Class & Comp Study	13,917
2019	Scandia	MN	Class & Comp Study	4,120
2019	St. Charles City-County Library District	MO	Market Study	
2019	Stutsman County	ND	Comp Study	
2019	Tyler	TX	Class & Comp Study	104,991
2019	Wheaton	IL	Market Survey	53,373
2019	Wright County	MN	Class & Comp Study	131,311
2019	Zimmerman	MN	Comp Study	5,499
2018	Battle Creek	MI	Comp Study	51,833
2018	Bemidji	MN	Comp Study	14,435
2018	Blue Springs	MO	Pay Plan Design	53,294
2018	Bonner Springs	KS	Comp and Class Study	7,665
2018	Broad River Water Authority	NC	Class and Comp Study	
2018	Burnsville	MN	Class and Comp Study	61,290
2018	Carver	MN	Comp Study	4,628
2018	Cleveland County	NC	SAFE Database	97,047
2018	Cloquet	MN	Comp Plan Update	12,050
2018	Craven County Schools	NC	Comp Study	
2018	Craven County Schools	NC	PAQ, Data, Job Descr Database Svcs	
2018	Dallas Area Rapid Transit Authority	TX	Comp Study	
2018	Dayton	VA	Class and Comp Study	1,609
2018	DeSoto	TX	Class and Comp Study	52,599
2018	Dinwiddie County Schools	VA	Review of Compensation Study	
2018	Elko New Market	MN	Pay Equity Report	4,513

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Pop.
2018	Eudora	KS	Class and Comp Study	6,211
2018	Grain Valley	MO	Class, Comp & Benes Study	13,125
2018	Harris County Housing Authority	TX	Salary/Wage Comparability Study	
2018	Housing Authority of Durham	NC	Salary Comparability Study	263,016
2018	Ingleside	TX	Class & Comp Study	10,488
2018	Intermediate School District No. 917	MN	Job Description Updates/Training	
2018	Johnson County	IA	Comp and Class Study	144,251
2018	Lakeville	MN	Class & Comp Study	58,562
2018	Laurinburg	NC	Class & Comp Study	15,774
2018	Leavenworth	KS	Comp Study	35,891
2018	Mansfield	CT	Class & Comp Study	25,959
2018	Minnehaha Creek Watershed District	MN	Class and Comp Study	
2018	Minnehaha Creek Watershed District	MN	Pay Equity Report	1,124,000
2018	Minnetonka	MN	Class & Comp Study	51,638
2018	Northwest Regional Library	NC	Class & Comp Study	
2018	Person County	NC	Phase III C&C Implementation Services	39,276
2018	Rappahannock Regional Jail	VA	Comp Study	
2018	Scott County Community Development Agency	MN	Pay Equity Report	137,232
2018	Thibodaux	LA	Market Study	14,566
2018	Verona	WI	Market Survey	10,632
2018	Wabasha Soil and Water Conservation District	MN	Class Study	
2018	Willmar	MN	Comp Study	19,680
2018	Winston Salem	NC	Class & Comp Study-Phase II	236,441
2018	Wright Soil & Water Conservation District	MN	Class and Comp Study	
2016	Shenandoah County	VA	Salary Survey	42,684
2016	Spring Hill	TN	Class & Comp Study	32,576
2016	St. Charles City-County Library District	MO	Comp & Benes Analysis	
2016	St. Cloud Housing and Redevelopment Authority	MN	Comp Study	66,297
2016	Stevens Point	WI	Comp Study	26,670
2016	Stevens Point Area Public School District	WI	Comp Study	26,670
2016	Sumter County	FL	Comp Study	105,056
2016	Washington Co Community Development Agency	MN	Class & Comp Update	251,597
2016	Willmar	MN	Comp Study	19,680
2016	Wilmington	NC	Comp Practices and Market Pay Study	112,067
2016	Winston Salem	NC	Class & Comp Study	236,441

C. Proposed work plan

Baker Tilly is uniquely positioned to assist Chisago County to ensure an equitable, competitive classification/compensation system is in place that supports its mission of competent, expeditious, courteous and cost-effective services.

Our understanding of Chisago County's needs

Baker Tilly will conduct a comprehensive classification and compensation study and analysis for the County's approximately 165 positions (approximately 400 employees). Baker Tilly will assist the County in the review and analysis of the current job classification and compensation system, developing up-to-date job descriptions, conducting a comprehensive market survey, evaluating internal equity and recommendations for improvements to the existing system or development of a new system which meets the goals established by Chisago County. The proposed system will be understandable and explainable to administration, elected officials, employees and citizens and can be maintained by the County. The system will allow Chisago County to recruit and retain quality, qualified employees and will be competitive with comparable organizations. The system Baker Tilly will develop will:

- Establish fair and equitable compensation relationships between positions within the County
- Reflect relevant market conditions outside the organization
- Apply to all County positions professionally, consistently and objectively
- Include employee input and participation as an integral part of the study process
- Provide a strategic plan for implementation and ongoing maintenance in accordance with best practices

Proposed solution to meet Chisago County's needs

Baker Tilly would value the opportunity to assist Chisago County with its classification and compensation study. Our experience working with other comparable government entities in Minnesota and around the Twin Cities metro area gives us a thorough understanding of the scope of the study that the County is seeking.

The services to be provided by Baker Tilly include:

- Meetings conducted with administration, department heads and other relevant staff to gain an understanding of the needs and expectations of the County and to collect information on the County and department structure, operations and staffing
- Conduct employee orientation meetings; employees and supervisors complete Position Analysis Questionnaires (PAQs)
- Analyze and update job descriptions
- Evaluate positions to determine internal comparability of County positions

- Determine FLSA status of County positions
- Develop and conduct a comprehensive salary and benefits survey of comparable organizations selected in conjunction with the County. Survey information is requested directly from the selected participants. Baker Tilly does not rely on published survey information for public sector participants; this information is used to supplement information collected directly from the selected survey participants. We will use a variety of resources to collect relevant private sector information. Summaries of County positions are included in the survey instrument to ensure comparability of positions.
- Provide recommendations for revisions to the County's current compensation plan, including options for implementation based on the County's financial resources that will enable the County to recruit and retain qualified employees, is competitive in the established market, eliminates compression and ensures fair and equitable internal compensation of County positions
- Provide a manual and training of key County employees on maintaining the classification and job evaluation system and the compensation plan, how to place new positions within the classification, evaluation and compensation system and how to ensure the system remains internally equitable and competitive with the County's established market
- Presentation of study findings and final report to the County.

The manner in which we approach a project takes into consideration two key variables: *process credibility* and *outcome credibility.* Process credibility is the realization to all involved, in particular County staff, that the methodology used is credible, reasonable and fair to all concerned. In addition, the information and communication must be transparent, honest and timely. Outcome credibility is the realization that the information and data used to develop the findings and conclusions is comprehensive, complete and applied consistently and appropriately without bias or preference to any particular person, persons or individual agenda. If these two objectives are realized, the recommendations, outcomes and future implementation are based on a strong foundation. This distinction is unique in our business and is a contributing factor to the benefits and strengths of the Baker Tilly team.

In summary, extensive expertise, human capital consulting experience and a collaborative approach positions Baker Tilly as the most logical choice to serve Chisago County's needs.

We are confident that you will find our assertions substantiated by the information presented in this proposal and the comments provided by our references. We look forward to a successful and lasting relationship.

As described in this proposal and outlined below, Baker Tilly is an ideal candidate for meeting your needs. Choose Baker Tilly and you will be joining forces with a strategic ally with vast experience in collaboration with clients. We offer the requisite depth of experience, knowledge and skills to effectively meet the County's needs. Chisago County will receive a solution tailored to your needs and objectives from our collaborative process.

Project approach

Baker Tilly is pleased to submit this proposal to conduct an analysis of Chisago County's classification and compensation system. The proposed project approach and study methodology are outlined below. The scope of services, tasks and staffing necessary to successfully complete this project are discussed in subsequent sections of this proposal. The project approach was developed to include employee and management involvement and communication as requested by Chisago County. Baker Tilly is willing to adjust any aspect of this study to respond to the County's needs.

Facilitating union and non-union involvement is one of the most important components in the development of a compensation system. This is a seamless practice for us and we have this issue – almost universally – in every project we are involved in Minnesota. As discussed in this proposal, our approach emphasizes process credibility and outcome credibility. When these two variables are achieved, potential union and non-union conflicts are minimized and essentially eliminated.

In our study approach, input is obtained from both union and non-union employees equally, without bias or preference to any individual, classification or bargaining unit. Also, union representatives are invited to attend the employee orientation meeting to obtain information regarding the study. In our experience, we have consistently and successfully managed union and non-union issues and received buy-in from all employees. We treat each individual respectfully and equally. We will work to build trust with everyone we work with in Chisago County.

The proposed project approach and study methodology are outlined below. The scope of services, tasks and staffing necessary to successfully complete this project are discussed in subsequent sections of this proposal. The project approach was developed to include employee and management involvement and communication as requested by Chisago County. Baker Tilly is willing to adjust any aspect of this study to respond to the County's needs.

Project initiation

The Baker Tilly Project Director will meet with designated County staff and appropriate officials to establish working relationships and to finalize a comprehensive work plan and timetable. At these meetings we will request that the designated project manager provide us with the background materials necessary to conduct this study, including current job descriptions, classification and compensation documents, a copy of each labor agreement currently in effect, the County's personnel policies, fringe benefit information and other relevant data. This information will be evaluated to determine the status of existing human resource management programs and to identify apparent issues and opportunities. The purpose of the meeting(s) is to:

- Introduce the Project Director and the consulting team
- Discuss the background and experience of Baker Tilly and the consulting team
- Discuss, in detail, the methodology to be used in conducting the study, the role of the consulting team, management and the employees, and the amount and type of employee participation
- Ascertain the major issues the County wants the study to address
- Review the project schedule and determine significant milestones
- Determine the frequency and content of status reports
- Discuss methods of communicating the status of the study to employees

Baker Tilly will also meet with department heads as a group and request department heads to complete a questionnaire to become familiar with department structure and service levels, hiring and retention issues, any concerns with the current compensation plan and any other issues that may need to be addressed during the study.

Data collection

Success in a classification and compensation review requires meaningful employee involvement and transparency, employees play a major role in providing the data needed for this study. Therefore, it is imperative that employees receive information about the study and why it is being conducted, be given opportunities for employee involvement throughout the process, learn the expected outcomes, as well as have the opportunity to ask questions and express concerns.

Baker Tilly will conduct employee informational meetings to introduce the study, explain study procedures and answer any questions employees may have about the process. These meetings will be scheduled and conducted to ensure that all employees have the opportunity to attend and so as not to disrupt operations.

Baker Tilly will introduce the Position Analysis Questionnaire (PAQ) at this time. The questionnaire provides an opportunity for each employee to provide input on essential job functions, education, training, certifications, licenses and experience requirements of the position and provide input on the various job factors which apply to their position. Employees will also identify the specific physical requirements and working conditions of their position to assist in the consultant's review for compliance with the Americans with Disabilities Act (ADA). Baker Tilly will spend time at the meeting reviewing the PAQ and responding to employee questions. The information gathered from the PAQs will provide the information to be used to assist in updating the County's job descriptions, during the job evaluation process and to assist in the collection and analysis of wage data from comparable organizations. Baker Tilly will also review each position's designation under the Federal Fair Labor Standards Act (FLSA).

Baker Tilly has developed an innovative and proprietary *online* PAQ. Any employee who is comfortable using a smartphone, tablet or computer will find the online instrument very user-friendly and efficient. Our online PAQ process features dedicated login credentials per employee and supervisor user and a very intuitive user-friendly experience. Our clients appreciate the efficiencies the online PAQ brings to the study process and the environmentally friendly aspect of a paperless approach. All client data is exchanged utilizing a secure, reliable technology platform with the ability to generate PDF reports for each individual PAQ to document responses. The fee for our online process is included in our pricing.

We find most organizations have at least 90% of their workforce positioned to utilize the online PAQ, and its use adds great value and efficiency to our studies. For a small subsection of employees, we can accommodate handwritten hardcopies when necessary.

During the informational meeting(s), we will also explain the supervisors' roles in completing and signing off on the PAQs. The questionnaire is designed to allow supervisors to comment on employee responses without altering employee responses. This allows the consultant to review complete, unedited responses from employees and supervisors. In instances where the employee and supervisor view the position requirements differently, Baker Tilly will conduct job audits (as necessary) to obtain more information. Audits will be scheduled to minimize disruption to City operations. If necessary, meetings can be scheduled at the beginning or end of a shift to facilitate employee attendance.

Based on the information collected through your PAQs and any job audits, a consistent program of job classification will be developed. This will include well-defined class descriptions for each position. It will also include the assignment of each employee to the appropriate class with respect to duties and responsibilities, skills and abilities and minimum education and experience requirements.

The new class descriptions will include a position title, general definition of work, essential functions, examples of typical tasks, necessary minimum knowledge, skills and abilities, education and experience requirements and special qualifications, if any. Special attention will be given to ensuring that bona fide occupational qualifications, licensing, certification and special training, if dictated by standards of practice and/or job requirements, are included as minimum qualifications of classes.

Your consulting team will consolidate specific job titles and descriptions, where appropriate, in order to significantly reduce the number of job titles and job descriptions. Consolidating job titles and descriptions will facilitate efficient administration of your classification plan.

A sample PAQ is provided in **Appendix II**.

Review of classifications and class descriptions

The Baker Tilly project team will prepare a preliminary list of employee classifications, develop draft class descriptions and submit them, in Microsoft Word format, to Chisago County's human resources department to disseminate to employees and department leaders for review, changes and comments. Our pricing level assumes that County administrative staff will make edits and adjustments to the job descriptions based upon employee and department leader feedback before submitting the second draft version of class descriptions for our review. The consulting team will review the comments and consider adjustments based upon the comments received. After all suggested changes have been evaluated, final classification decisions will be made, and the class descriptions finalized. A list will be prepared concerning the appropriate FLSA status of each job class.

Market Survey

In order to determine appropriate salary levels of positions in the workforce and address the issue of comparable compensation, Baker Tilly will conduct an extensive salary and benefits survey to compare County positions with analogous positions in other comparable agencies in the area labor market. By gathering and analyzing information on wages, wage equivalents and benefits, a comparison of total compensation can be reviewed in comparison to the County's established market area. External market comparisons for positions will be based on similar organizational structure, population, geographic location, job responsibilities, scope of authority, financial, socio-economic, growth and other relevant factors. The study team will consult with the County management and designated staff in identifying the appropriate sources of survey data, which will include public and private sector organizations. Baker Tilly will develop the salary survey in conjunction with the County.

It is recommended that potential survey data pertain to organizations comparable to the County, relate to those organizations with which the County is competing for employees and represent the appropriate labor market.

There are different labor markets for positions. Some positions are recruited from the local area, while others are recruited regionally and/or nationally. The consulting team will work closely with the staff in determining the appropriate labor market for positions.

Job evaluation and development of pay plan

While salary survey data will assist the County in establishing its position in the competitive market, job evaluation is the mechanism that ensures that internal relationships are equitable. Baker Tilly has developed and copyrighted a job evaluation system known as *Systematic Analysis and Factor Evaluation* (SAFE®) system. The SAFE® system is a unique job evaluation method designed to measure job factors which apply specifically to local government. This system has been successfully used for many years throughout the country and has been reviewed by the United States District Court in conjunction with an Equal Employment Opportunity (EEO) suit and found acceptable to the Court.

The system rates and ranks jobs based on various skill levels and work factors. The result is an equitable and consistent method of evaluating jobs and relating positions to the compensation plan. The system facilitates proper and equitable comparisons between and among positions and minimizes the appearance of favoritism in evaluating, rating and ranking jobs.

The elements considered in determining the relative value of classifications are:

- Training and ability
- Level of work
- Physical demands
- Independence of actions
- Supervision exercised
- Experience required
- Human relations skills
- Working conditions/hazards
- Impact on end results

This system can be maintained by the County. Baker Tilly provides training to individuals assigned by the County to this task on utilizing the SAFE® system to evaluate newly created positions and re-evaluate revised positions.

Based on the wage and benefits data analysis and the job evaluation system, Baker Tilly will develop a recommended compensation plan. The plan will be developed in accordance with information obtained from the County regarding its pay philosophy as well as goals and objectives established for its compensation program, including the option for a performance based component. In the development of the proposed compensation plan, Baker Tilly will attempt to equal the market rate for all positions and identify any deviations from the market rate in writing in the Final Report prepared for the County. Baker Tilly will review options with the County to address compensation plan structure, the spread for pay ranges, the relationship between ranges and adjustments needed to ensure that the County remains competitive with the labor market.

Development of Chisago County's compensation policy

A pay philosophy guides the design of a compensation system and answers key questions regarding pay strategy. It generally takes a comprehensive, long-term focus and explains the compensation program's goals and how the program supports the employer's long-range strategic goals. Without a pay philosophy, compensation decisions tend to be viewed from a short-term tactical standpoint apart from the organization's overall goals.

Market competitiveness and internal equity are among the most important areas addressed in a pay philosophy. An organization's desired market position involves defining the market and identifying where the organization wants to be positioned within that market. Market position should balance what it takes to attract new employees and retain skilled employees (in other words, eliminate higher pay as the reason employees leave the organization) with the organization's financial resources. Internal equity expresses an organization's desire to provide comparable pay to positions with comparable duties and responsibilities.

A pay philosophy should be developed that establishes a compensation program based on individual employee performance as a key feature of the pay philosophy. Therefore, we emphasize references to performance in the pay philosophy discussion. As part of the study, it is recommended that the County consider these concepts in the adoption of a formal pay philosophy:

- Providing fair and equitable rates of pay to employees

- Defining the County's market area
- Developing a system that establishes a "market rate" for each position and states the minimum wage and maximum rates that the County will pay individuals within a position
- Establishing rates of pay that allows the County to compete successfully for new employees within its market area
- Establishing a market position that is fiscally responsible with public resources
- Ensuring that pay rates for existing employees are based on individual performance that meets or exceeds expectations and reflects changing economic conditions
- Developing a compensation system that allows employees to progress through the pay range as long as their performance consistently meets expectations
- Developing pay administration policies and procedures that ensure their consistent application between departments
- Ensuring that the compensation program is understandable to employees, supervisors, managers, the County officials and the public

Employee communications

Baker Tilly will develop a communications strategy to inform employees of job evaluation and pay grade assignments. Employee communications will be developed explaining the study methodology, employee input opportunities, study recommendations and the process used for reviewing requests for reconsideration by employees who do not agree with the assigned classification. The consultant will participate in the review of employee requests for reconsideration.

Implementation strategy

At the conclusion of the study, Baker Tilly will work with the staff in developing a plan for implementing the study recommendations. The plan will coincide with the needs of the County and the employees while maintaining the County's financial integrity. An estimate of the cost of implementation will be provided.

Staff training

At the conclusion of the study, Baker Tilly will train members of the staff in the methodology used to develop, maintain and update all aspects of the classification and compensation plan and how to determine the validity of requests for reclassification. The training program will include the rating, ranking and salary grade assignments of positions. Instruction manuals pertaining to the job evaluation system will be prepared and presented. The Baker Tilly team will remain available to the staff for additional consultation after the study has been completed.

Final report

The final report will be a document that contains the following:

- Detailed study methodology
- Discussion of the consulting team's findings, conclusions and recommendations regarding employee classification, salary structure, compensation philosophy, fringe benefits, compensation plan, estimated cost and implementation plan
- List of positions and the assignment of each to the compensation plan
- FLSA Status recommendations for all positions
- Salary and benefits survey results
- Job evaluation factor analysis for each position

Post contract maintenance

Baker Tilly Incorporated can provide ongoing assistance to clients after completion of a classification and compensation study. Post-contract maintenance services include assisting Chisago County with assignment of positions to the classification plan, determining the FLSA status of a new or revised position and conducting job evaluations for reclassification requests and new positions created by the County.

Remote work

For Baker Tilly, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. As of this writing, our firm is directing all professionals work remotely. Because Chisago County expects and deserves tailored, personalized service, we recognize that this policy may cause concern. **Please understand that we are prepared to deliver an exceptional service experience remotely if necessary.**

The County's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the County are not able to meet in person, we have web conferencing software – including Zoom, WebEx and Microsoft Teams – to quickly set up online meetings.

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for the County and Baker Tilly to come together, share files, assign tasks, and track activity in a secure environment. Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of your engagement will always be available. We also recently began using Microsoft Teams, which facilitates easier communication and project management.

Project timeline

Baker Tilly takes pride in meeting its time commitments.

The schedule to commence this project coincides with Baker Tilly's completion of other studies. This will ensure that the proposed staff members will be available to concentrate on this study. Baker Tilly is prepared to initiate the study within two weeks after receiving the official notice to proceed and will complete the study within seven months (this timeline would move to five months if job descriptions are not invluded).

There are factors that impact upon meeting the schedule that are beyond the consulting team's control. The proposed time frame is contingent upon a timely decision, the receipt of requested data, and the timely receipt of feedback and comments on the submitted preliminary data.

D. References

The following references are for projects that Ann Antonsen, proposed project director for Chisago County engagement, recently completed.

The following references will attest to Baker Tilly's ability to leverage our proven classification and compensation methodologies, tailor them to fit specific needs and concerns, and provide actionable implementation plans that consider the current and future situation of our clients.

City of Burnsville, Minnesota			
Name	Beth Wacholz	**Title**	Human Resources Coordinator
Phone	(952) 895 4472	**Email**	beth.wacholz@burnsvillemn.gov
Services	Comprehensive classification and compensation study		

Sherburne County, Minnesota			
Name	Tammy Bigelow	**Title**	Human Resources Director
Phone	(763) 765 3008	**Email**	Tamara.bigelow@co.sherburne.mn.us
Services	Comprehensive classification and compensation study and on-going support		

Wright County, Minnesota			
Name	Schawn Johnson	**Title**	Human Resources Director
Phone	(763) 684 8450	**Email**	schawn.johnson@co.wright.mn.us
Services	Comprehensive classification and compensation study and on-going support		

E. Cost proposal

Professional fee

Baker Tilly will perform all the tasks delineated as described in this proposal for a professional fee of $74,250, including expenses. This fee is based on 165 positions, five employee orientation sessions as well as required meetings with administration, three implementation options and associated work outlined in this proposal. This proposal includes up to two on-site visits by the project manager subject to the County and/or Baker Tilly precautionary travel and personal contact measures in place due to COVID-19, for the safety of all employees. Baker Tilly maintains systems to facilitate virtual meetings for all study phases.

If the County chooses to not include development of job descriptions in the scope of the study the adjusted fee would be $53,625. The remaining scope and process would remain unchanged.

Baker Tilly would invoice the County for work completed based on the following schedule:

Time of Invoice	Percentage Invoiced	Cumulative Percentage
Completion of project initiation (or employee orientation)	25%	25%
Completion of Position Analysis Questionnaires	25%	50%
Distribution of Comprehensive Market Survey	20%	70%
Completion of draft pay structure(s) or pay structure updates	20%	90%
Completion of final report	10%	100%

Additional work

Should Chisago County request and authorize additional work, we would invoice the County at an agreed upon fee or our standard hourly fees. Additional Implementation Plans will be billed at a cost of $750/plan. In addition, we would charge, at cost, for any related out-of-pocket expenses.

Title	Hourly Rate
Principal, Partner, Firm Director	$300
Senior Manager, Director	$260
Manager, Senior Staff	$215
Staff	$160
Support	$75

Additional work would include work outside the scope of services as agreed to including, but not limited to:

- Additional position descriptions
- Additional job audits
- Additional on-site meetings
- Additional reports
- Appeals Process
- Work related to a special request

Appendix I: project team resumes

Ann Antonsen

Ann Antonsen, a director with Baker Tilly, has been with the firm since 2005.



Baker Tilly US, LLP
Director
380 Jackson Street
Suite 300
Saint Paul, MN 55101
United States

T +1 (651) 223 3057
M + 1 (612) 382 4491
ann.antonsen@bakertilly.com
bakertilly.com

Education
Bachelor of Arts, Psychology
University of Minnesota – Minneapolis

Ann is a consultant with a strong background in organizational management and human resources which she uses effectively in developing position analyses, classification and compensation studies, performance management, evaluation system development and staff training for the public sector. She is dedicated to using her well-honed abilities to assist governmental agencies in developing and growing meaningful legacies

Specific experience

- Performs organizational assessments and studies, revises and develops personnel policies and manuals and conducts organizational management training and provides general human resources assistance
- Strong background in organizational management and human resources
- Experience serving government organizations
- Provides human resources management services for large suburban communities and regional centers
- Human resources experience in both public associations and private corporations

Industry involvement

- International Public Management Association in Human Resources (IPMA)

Jada Kent

Jada Kent, a manager at Baker Tilly, has been with the firm since 2015.



Baker Tilly US, LLP
Manager
2500 Dallas Parkway
Suite 300
Plano, TX 75093
United States

M +1 (940) 368 3033
jada.kent@bakertilly.com
bakertilly.com

Education
Master of Public Administration (MPA)
University of Texas – Dallas

Bachelor of Arts, U.S. History
University of North Texas (Denton, TX)

Jada is a Human Capital Manager, experienced in providing comprehensive classification and compensation services to public sector organizations. Prior to this role, she provided other human capital consulting services within Baker Tilly such as organization management and executive recruitment. Before joining Baker Tilly, Jada served in the United States Army and the Texas Air National Guard, respectively, as a Public Affairs Specialist.

Specific experience

- Point factor job evaluation, job classification, FLSA review, market pricing and analysis, base pay structure design, job description development and project implementation
- Experience working with clients in Connecticut, Florida, Iowa, Indiana, Michigan, Missouri, Minnesota, New Hampshire, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, Texas and Washington
- Experience working with the following types of organizations: City, County, Judicial Branch, Power Agency, State Legislature, State Municipal Association, Transportation Authority and Water/Wastewater Authority

Industry involvement

- North Texas Compensation Association (NTCA)

Continuing professional education

- Certified Compensation Professional (CCP) – *in progress*

Brenda Turner, CCP

Brenda Turner, a project manager with Baker Tilly, recently joined the firm in 2020.



Baker Tilly US, LLP
Project Manager
2500 Dallas Parkway
Suite 300
Plano, TX 75093
United States

M +1 (214) 543 3383
brenda.turner@bakertilly.com
bakertilly.com

Education
Master of Business Administration
University of Texas (Dallas, Texas)

Bachelor of Business Administration
Dallas Baptist University (Dallas, Texas)

Brenda is a project manager on the human capital team. She is experienced in providing compensation design, implementation and program management services in a variety of industries. Before joining Baker Tilly, Brenda served in compensation leadership and analyst roles in the airline and technology industries. She has also served in finance and accounting roles in the hospitality and technology industries.

Specific experience

- Compensation structure design and implementation, including market-based and point factor approaches
- FLSA and internal pay equity analysis and implementation
- Job documentation and job description development and publication
- Base salary, short term and long term incentive design and program management
- Executive compensation VP to C-Suite to CEO program design and management
- Organization transactions (M&A, IPO, Private Equity)
- Compensation management technology design, implementation and administration

Industry involvement

- World at Work (WAW)
- Society for Human Resource Management (SHRM)

Continuing professional education

- Certified Compensation Professional (CCP)

Jama McClung

Jama McClung, a consultant with Baker Tilly, has been with the firm since 2010.



Baker Tilly US, LLP
Consultant
9097 Atlee Station Road
Suite 200
Mechanicsville, VA 23116
United States

T +1 (804) 622 6991
jama.mcclungl@bakertilly.com
bakertilly.com

Education
Coursework completed
Glenville State College (Glenville, West Virginia)

Currently completing coursework toward a bachelor's degree in Business Administration

Jama joined Baker Tilly as part of the executive recruitment team. She now works as a consultant with the human capital team specializing in classification and compensation studies, performance evaluations and benefits review.

Specific experience

- Specialty focus is classification and compensation studies, performance evaluations and benefits review
- Performed prior consulting support work as a capital project assistant for healthcare IT financial system conversions and IT infrastructure upgrades
- Served as a public finance assistant supporting senior living and healthcare public finance bankers

Appendix II: sample PAQ

Baker Tilly US, LLP
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887

Tel: 651-223-3000
Fax: 651-223-3002
www.bakertilly.com

bakertilly

Instructions for Completing Your Position Analysis Questionnaire

Please read these instructions before completing your Position Analysis Questionnaire (PAQ). This form is used to obtain information about your position and will be used to develop a class description. The questionnaire consists of multiple-choice and fill-in-the-blank questions; please be clear, accurate and complete. For multiple-choice questions, please check only the appropriate box on the left-hand side of the document; the right-hand box is for your supervisor or department/division head to complete; **check only one box per question, except for question 20 and the American with Disabilities Act section. Please complete and return the PAQ to your supervisor.**

Tips for Completing Your PAQ

- Spell out acronyms – acronyms may be exclusive to your department and mean something else nationally or to another part of the organization
- Minimum Requirements – Answer the questions based on the minimum requirements needed to perform the duties of the position - you may have 10 years of experience, but would a new hire need that to do the job?
- Priority/Description of Duties – Question number nine (9) is the most important question, which requests the priority and description of your duties. This question provides you the opportunity to explain your day-to-day duties in your words.
  - Give this question extra thought and provide your response as clearly and completely as possible, so that someone who has never met you or performed your duties may understand what your job entails.
  - Think about your day, week, month and even year on the job; some major duties are performed annually.
  - Begin with your most important duty and continue on down to the least important duty.
  - Try to keep the description to one-line or short phrases; begin each statement with a verb. Avoid paragraphs.
  - As a percentage, indicate the amount of time that it takes for you to complete each of the described tasks. Please keep in mind that the most important duty may not take the highest percentage of time.
  - Percentages should total 100%; it is strongly recommended that these percentages should be no smaller than 5%.

TO: Supervisors and/or Division/Department Heads
SUBJECT: **Instructions for Completing Position Analysis Questionnaire**

After the employee or group of employees under your day-to-day supervision has completed a PAQ, they should return them to you for your review and verification. You will want to check the appropriate boxes on the right-hand side of every page, either agreeing or disagreeing with the boxes the employee has checked on the left-hand side. There is a section on Page 5 where you can comment on the accuracy and completeness of the employee's response. Please note any comments in this section and ***do not make any changes to employee responses.***

Position Analysis Questionnaire

1. Name(s) *(Last, First)*	2. Current Position Title	3. Current Annual Salary
4. Immediate Supervisor's Title	5. Department/Division	6. Date of Hire with Agency
7. How many hours are you scheduled to work in a week? ☐ 35 ☐ 37.5 ☐ 40 ☐ 43 ☐ 56 ☐ Other	Explain shift rotation, stand-by, call back, etc.	8. Date of Hire in Position

9. **Job Summary** - Briefly describe the purpose of your job in one (1) to three (3) sentences or phrases. This summary will describe your job in a manner similar to a job advertisement. It is a summary of the job's principle duties, as you might explain if someone asked you about your work. It is not intended to be an exhaustive list of duties and responsibilities.

   Start with an action verb describing the main activity covered in each of your sentences or phrases, add the subject of the activity and conclude with the person, group or entity for which the work is performed.

   In short, tell us "***What*** do you do, ***how*** you do it, and ***for whom*** is the work performed?"

   Example: "Maintains facility and surrounding grounds by conducting minor maintenance, repair, landscaping, and custodial activities for the Parks and Recreation Department."

Supervisor Comments to Job Summary

10. **Essential Functions/List of Duties** - List the duties you perform from most to least important, until you have detailed all the major duties that you perform. These descriptions should be short phrases and should begin with a verb *(e.g. **analyzes, approves, assigns, checks, codes, composes, files, manages, reviews, routes, repairs, sorts, trains, verifies**, etc.)*.

    In the left column, indicate the percentage of your time devoted to each duty. The total should amount to 100%. Duties that account for 5% or less of your time are not considered major and can likely be rolled into another entry.

100%

Supervisor Comments to Essential Functions

Position Analysis Questionnaire

11. **Current Title**

Do you think your current position title appropriately reflects the work?

☐ **Yes** ☐ **No**

If No, please provide the title that would be more appropriate:

_____

Supervisor Comments to Current Title

_____

12. **Education and Experience**

Please indicate the minimum education and minimum experience level required to complete the normal, day-to-day tasks of this position:

	Employee (check one)	***Supervisor (check one)***
Less than High School Diploma or GED	☐	☐
High School Diploma or GED	☐	☐
Associate's Degree	☐	☐
Bachelor's Degree	☐	☐
Master's Degree	☐	☐
PhD	☐	☐
Other	☐	☐

Required Degree Major or Coursework: _____

Years of Experience

No experience	☐	☐
Less than one year (minimal)	☐	☐
One to three years (moderate)	☐	☐
Three through five years (considerable)	☐	☐
Six or more years (extensive)	☐	☐

Specific Type of Experience Required: _____

13. **Licenses, Certificates and Registrations**

Please indicate if there are any licenses, certificates and/or registrations required to perform your job (e.g. driver's license). Spell out acronyms and abbreviations. *(Supervisor's comments regarding this information may be provided in the Supervisor's Comments section)*

_____ _____

_____ _____

_____ _____

Are these required: ☐ Upon Hire ☐ Within 6 months ☐ Within 1 year ☐ Within 2 years

If requirement is specific to the license, certification, or registration, please indicate timeframe by each one individually.

14. **Special Training**

Please indicate if there is any special training required to perform your job. *(Supervisor's comments regarding this information may be provided in the Supervisor's Comments section)*

_____ _____

_____ _____

_____ _____

_____ _____

Are these required: ☐ Upon Hire ☐ Within 6 months ☐ Within 1 year ☐ Within 2 years

If requirement is specific to the training, please indicate timeframe by each one individually.

15. **Work Complexity**

Complexity and difficulty level associated with the tasks necessary to complete your work. Consider the level of judgment, analytical ability and creativity required and whether there are standards, policies and procedures that guide your actions.

- ☐ Regular and repetitive tasks, processes or operations requiring the selection and execution of actions based on defined procedures ☐
- ☐ Fairly standard procedures and tasks where basic analytical ability is required, such as comparison of numbers and facts to select the correct actions. Detailed guidelines and procedures are generally used to make decisions or determine actions. ☐
- ☐ Requires the application of a variety of procedures, policies and/or precedents and moderate analytic ability in adapting standard methods to fit facts and conditions. ☐
- ☐ Considerable analytical ability is needed to select, evaluate, and interpret data from several sources; interpretation of guidelines, policies and procedures is required. ☐
- ☐ Widely varied and involving many complex and significant variables, requiring analytical ability and inductive thinking in adapting policies, procedures, and methods to fit unusual and complex situations. ☐

16. **Work Level**

Level of work required to complete your normal, day-to-day duties satisfactorily.

- ☐ Handles every day, reoccurring basic assignments and problems ☐
- ☐ Handles a variety of typical assignments and problems independently ☐
- ☐ Senior or supervisory level; handles all assignments and problems except those requiring policy or procedural change ☐
- ☐ Managerial in nature; directs all assignments and deals with all problems ☐

17. **Interpersonal Skills and Communication Skills**

Skills required during your day-to-day duties:

- ☐ Little or no contact required except with immediate associates and direct supervisor. ☐
- ☐ Regular contact within the department and periodic contacts with other departments, outside agencies and the general public. ☐
- ☐ Regular contact within the department and other departments, outside agencies and general public (supplying or seeking information) on specialized matters. ☐
- ☐ Outside and inside contacts to carry out organization programs or occasional contacts with officials at higher levels on matters requiring cooperation, explanation and persuasion, or work requiring enforcement of laws, ordinances, policies, and procedures. ☐
- ☐ Regular contact with persons of importance and influence involving considerable tact, discretion, and persuasion. ☐
- ☐ Continuing contact involving difficult negotiations calling for well-developed sense of timing and strategy; representing department or organization in policy settings ☐

Please list people or groups with whom you must interact and/or communicate in the performance of your job.
(e.g.: citizens, customers, clients, elected officials, supervisors, subordinates, consultants, engineers, etc.)

18. **Working Conditions**

Conditions you are subjected to during your day-to-day duties:

- ☐ Absence of disagreeable conditions ☐
- ☐ Involves occasional exposure to some disagreeable elements *(dust, heat, fumes, cold, noise, vibration or wetness)* and accidents are improbable other than minor injuries. ☐
- ☐ One or more elements above; involves frequent exposure to hazards where lost-time accidents are definitely possible ☐
- ☐ Several elements above are occasionally present to the extent of being objectionable or regular exposure to work situations that could result in incapacitating accidents or, on occasion, loss of life. ☐
- ☐ One or more of the above elements are regularly present and objectionable, or continuing exposure to work situations that could result in incapacitating accidents or periodic exposure to situations involving hazards that could result in total disability, critical illness or loss of life ☐
- ☐ Continuous exposure to work situations involving hazards that could result in total disability, critical illness or loss of life, despite the provision and/or implementation of available safety measures. ☐

19. **Mental Stress and/or Effort**

Conditions you are subjected to during your day-to-day duties:

- ☐ Limited mental effort and/or stress ☐
- ☐ Some mental effort and stress involved resulting in inconvenience and frustration. ☐
- ☐ Considerable mental effort and stress ☐
- ☐ Serious mental stress involved that could, over a period of time, result in temporary nervous disorder and severe mental anguish. ☐
- ☐ Severe mental stress involved that could result in permanent nervous disorder/mental instability ☐

20. **Level of Responsibility**

How much freedom or independence is required or allowed in the performance of your normal day-to-day duties:

- ☐ Close supervision, or tasks are so routine and standardized that they do not require supervision. ☐
- ☐ Moderate supervision within standard operating procedures; supervisor or senior workers are generally nearby to answer questions, make "judgment calls" and/or prioritize work. ☐
- ☐ Limited supervision with general autonomy in determining how objectives are achieved; supervisors generally set operating benchmarks, goals, and objectives ☐
- ☐ General direction, based on broad goals and policies ☐
- ☐ Involves setting policies and goals for the department or organization operation ☐

21. **Organizational Impact and Consequences**

How your day-to-day duties impact the organization and the consequences of those duties:

- ☐ Supportive, informational, recording, or other services to assist others in producing correct and effective results; minor consequences ☐
- ☐ Assisting and supporting others or individually providing data or facilitating services for use by others; minor to moderate consequences ☐
- ☐ Daily actions or services affect individual clients/citizens; activity has moderate impact on specific cases in service area. ☐
- ☐ Participating with others (within and/or outside of community/agency) in program development, service delivery and supervision of subordinate staff; moderate to serious impact. ☐
- ☐ Major individual impact on and accountability for end results affecting organizational unit or total community/agency ☐

22. **Supervision and/or Oversight**

The scope and type of responsibility that <u>you exercise</u> as a supervisor or lead worker of other employees.

(Supervisor's comments regarding this information may be provided in the Supervisor's Comments section)

Do you supervise or have oversight of other positions: ☐ Yes, continue in this box ☐ No, continue to next section

Please check all that apply:

☐ N/A ☐ Work Group/Team ☐ Unit/Section ☐ Division ☐ Department ☐ Organization

List the positions by title, along with number of individuals within the position, that you have responsibility for:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For the positions listed above, do you effectively recommend or take action on the following:

Effectively Recommend	Take Action		Effectively Recommend	Take Action	
☐	☐	Hire	☐	☐	Suspend
☐	☐	Assign Work	☐	☐	Terminate
☐	☐	Direct Work	☐	☐	Discipline (Oral Reprimand)
☐	☐	Reward	☐	☐	Discipline (Written Reprimand)
☐	☐	Transfer	☐	☐	Evaluate Performance
☐	☐	Promote	☐	☐	Demote
☐	☐	Adjust Grievances	☐	☐	Coach and/or Counsel
☐	☐	Train	☐	☐	Develop Staff Schedules
☐	☐	Inspect Work	☐	☐	Other

** *Note, this section* ***does not*** *measure oversight of "programs" "projects" or 3rd party vendors/contractor. This section is asking what level of supervision to you have over other employees within your organization and how many employees.*

Position Analysis Questionnaire

Supervisor's Comments *(To be completed by immediate supervisor of employee)*

Are the statements provided by the employee accurate and complete? ☐ Yes ☐ No Please indicate any inaccuracies or incomplete items.

I certify that the answers to the above questions are my own and to the best of my knowledge and belief are correct and complete.

Employee Signature

Date

Supervisor or Dept/Div Head Signature

Date

Americans with Disabilities Act
Supplemental Information Form

In order to assist in developing class descriptions which recognize and accommodate the requirements of the Act, each employee is requested to complete the attached ADA supplemental information form. Please check only those physical requirements or activities and sensory requirements that are **absolutely necessary** to perform the essential functions of your job and those environmental conditions which apply. **If options provided are not applicable, please do not check the corresponding box.**

The employee should check the appropriate box on the left side of the form. Supervisors should review information provided by the employee and verify the requirements of the position by checking the appropriate box on the right side of the form.

1. **The physical requirements of this position.**
Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Up to 10 pounds of force	☐	☐	☐	☐	☐	☐	☐	☐
Up to 25 pounds of force	☐	☐	☐	☐	☐	☐	☐	☐
Up to 50 pounds of force	☐	☐	☐	☐	☐	☐	☐	☐
Up to 100 pounds of force	☐	☐	☐	☐	☐	☐	☐	☐
In excess of 100 pounds of force	☐	☐	☐	☐	☐	☐	☐	☐

What is being lifted: _____

2. **The physical activity of this position.**
How much on-the-job time is spent in the following physical activities? Show the amount of time by checking the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Stand	☐	☐	☐	☐	☐	☐	☐	☐
Walk	☐	☐	☐	☐	☐	☐	☐	☐
Sit	☐	☐	☐	☐	☐	☐	☐	☐
Speak or hear	☐	☐	☐	☐	☐	☐	☐	☐
Use hands to finger, handle or feel	☐	☐	☐	☐	☐	☐	☐	☐
Climb or balance	☐	☐	☐	☐	☐	☐	☐	☐
Stoop, kneel, crouch or crawl	☐	☐	☐	☐	☐	☐	☐	☐
Reach with hands and arms	☐	☐	☐	☐	☐	☐	☐	☐
Taste or smell	☐	☐	☐	☐	☐	☐	☐	☐
Push or pull	☐	☐	☐	☐	☐	☐	☐	☐
Lifting	☐	☐	☐	☐	☐	☐	☐	☐
Repetitive Motions	☐	☐	☐	☐	☐	☐	☐	☐

Employee *(check all that apply)* Supervisor *(verify job requirement)*

3. **The sensory requirements of the position are:**

Visual Acuity

- ☐ Standard vision requirements ☐
- ☐ Close vision ☐
- ☐ Distance vision ☐
- ☐ Ability to adjust focus ☐
- ☐ Depth perception ☐
- ☐ Color perception ☐
- ☐ Night vision ☐
- ☐ Peripheral vision ☐

Vocal Communication

- ☐ Expressing or exchanging ideas by means of the spoken word. ☐
- ☐ Detailed or loud talking to convey detailed or important spoken instructions to others accurately, loudly, or quickly. ☐

Hearing Perception

- ☐ Ability to recognize information at normal spoken word levels. ☐
- ☐ Ability to receive detailed information through oral communications and/or to make fine distinctions in sound. ☐

Sensory Utilization

- ☐ Preparing and analyzing written or computer data ☐
- ☐ Visual inspection involving small defects and/or small parts ☐
- ☐ Use of measuring devices ☐
- ☐ Assembly or fabrication of parts within arm's length ☐
- ☐ Operating machines, including office equipment ☐
- ☐ Operating motor vehicles or equipment ☐
- ☐ Observing general surroundings and activities ☐

4. **The environmental conditions the worker will be subject to in this position.**
How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Wet, humid conditions (non-weather)	☐	☐	☐	☐	☐	☐	☐	☐
Work near moving mechanical parts	☐	☐	☐	☐	☐	☐	☐	☐
Work in high, precarious places	☐	☐	☐	☐	☐	☐	☐	☐
Fumes or airborne particles	☐	☐	☐	☐	☐	☐	☐	☐
Toxic or caustic chemicals	☐	☐	☐	☐	☐	☐	☐	☐
Outdoor weather conditions	☐	☐	☐	☐	☐	☐	☐	☐
Extreme cold (non-weather)	☐	☐	☐	☐	☐	☐	☐	☐
Extreme heat (non-weather)	☐	☐	☐	☐	☐	☐	☐	☐
Risk of electrical shock	☐	☐	☐	☐	☐	☐	☐	☐
Work with explosives	☐	☐	☐	☐	☐	☐	☐	☐
Vibration	☐	☐	☐	☐	☐	☐	☐	☐
Breathing apparatus	☐	☐	☐	☐	☐	☐	☐	☐
Exposure to blood borne pathogens	☐	☐	☐	☐	☐	☐	☐	☐
Other:	☐	☐	☐	☐	☐	☐	☐	☐
Other:	☐	☐	☐	☐	☐	☐	☐	☐
Other:	☐	☐	☐	☐	☐	☐	☐	☐

Employee *(check all that apply)* **Supervisor** *(verify job requirement)*

5. **Typical Noise Level**

Employee *(check only one)* **Supervisor** *(verify job requirement)*

- ☐ Very Quiet (e.g. park trail, storage, or file room) ☐
- ☐ Quiet (e.g. library, private offices) ☐
- ☐ Moderate Noise (e.g. business office with typewriters and/or computer printers, light traffic) ☐
- ☐ Loud Noise (e.g. heavy traffic, large earth-moving equipment) ☐
- ☐ Very Loud Noise (e.g. jack hammer work, garbage recycle plant) ☐

Chisago County Request for Board Action

Meeting Date: May 19,2021	***Item Number:*** 20
Title of Item for Consideration: SHIP Grant Agreement – Williams Park Community Garden N.B.	
Action Requested by: Robert Benson, Health & Human Services 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.

***Attachment(s)*:**

- SHIP Grant Agreement and Application – Williams Park Community Garden North Branch

Action Requested/Recommended: It is respectfully requested to approve the SHIP Grant Agreement – Williams Park Community Garden North Branch. The suggested motion is as follows:

"Move to approve the Ship Grant Agreement – Williams Park Community Garden North Branch."

Implications of Action: Approval of this SHIP grant agreement will allow Williams Park Community Garden North Branch to purchase lawn and garden maintenance equipment, picnic tables for gardeners to congregate, and purchase material such as fencing and supplies to improve the garden.

***Budget/Financial Implications*:** State grant funding, Statewide Health Improvement Funds (SHIP)

***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve CL	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 Williams Park Community Garden North Branch 38814 3rd AVE, North Branch, MN 55056 ("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, Williams Park Community Garden North Branch applied to County for a SHIP Grant in order to improve the park by purchasing lawn and garden maintenance equipment, picnic tables for gardeners to congregate, and purchase material such as fencing and supplies to improve the garden's ; 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 Three Thousand Dollars ($3,000.00); 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 Williams Park Community Garden North Branch enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: May 24, 2021 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, 2021, 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, who is not a County employee, 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: Dianne Patras, President WPCG
Address: 38814 3rd AVE, North Branch, MN 55056
Phone: 763-444-6484
Email: wpcgnorthbranch@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 **Three Thousand dollars ($3,000.00)**.

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: Dianne Patras, President WPCG
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

By:
Title: Chris Dubose, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Christina Vollrath, Clerk to the Board
Date:

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

AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 21
Title of Item for Consideration: Chisago County Fraud Prevention Investigation Agreement through 6-30-2023	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of agreement dated July 1, 2019 through June 30, 2021.	
Background: The Chisago County Sheriff's Department has been providing Fraud Prevention Investigation Services for the Chisago County Health and Human Services Department since December 1, 2008. This has been a good working relationship and the work that the fraud investigator has done has been much appreciated by Health and Human Services. **Attachment(s):** • Chisago County Fraud Prevention Investigation Agreement through 6-30-2023	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County Fraud Prevention Investigation Agreement. The suggested motion is as follows: ***"Move to approve the County Fraud Prevention Investigation Agreement."***	
***Implications of Action*:** Approval at tonight's meeting will authorize the Chisago County Sheriff's Department and Health and Human Services to continue to work together to reduce fraud in this County. ***Budget/Financial Implications*:** The State of Minnesota Fraud Prevention Investigation grant covers the cost of this program for the term of this agreement. ***Legal/Policy Implications*:** The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

Approve CBS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY
FRAUD PREVENTION INVESTIGATION AGREEMENT
(7/1/2021-6/30/2023)

THIS AGREEMENT is made by the Minnesota Department of Human Services [DHS], through its agent, Chisago County Health & Human Services [Department] acting with the approval of the Chisago County Board of Commissioners, and by the Chisago County Sheriff [Sheriff].

RECITALS:

(1) Chisago County is required to participate in the fraud prevention investigation [FPI] program under Minn. Stat. §256.983.
(2) The Department determined the FPI program in Chisago County can best be done using Sheriffs personnel.
(3) The Department wishes to enter into an agreement with the Sheriff to purchase FPI services using available State and Federal funds.

NOW, THEREFORE, in consideration of the mutual understanding and agreements contained in this document, the parties agree as follows:

1. TERM

1.1 This Agreement begins on July 1, 2021 and ends on June 30, 2023 unless terminated earlier as provided in Section 2.

2. TERMINATION

2.1 If the funding to Chisago County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow purchasing the quantity of services indicated, each party's obligations may be terminated immediately upon notice to the Sheriff.

2.2 This Agreement may be terminated, in whole or in part, by either party upon not less than 60 days written notice to the other party.

Notice to the Department will be delivered to Robert Benson, Health and Human Services Director, Chisago County Government Center, 313 N. Main Street, Room 239, and Center City, MN 55012.

Notice to the Sheriff will be delivered to Sheriff Brandon Thyen, Sheriff's Office, 15230 Per Road, Center City, MN 55012.

2.3 If this Agreement is terminated, the Sheriff is entitled to payment determined on a pro rata basis for services satisfactorily performed before termination.

3. INVESTIGATION SERVICES TO BE FURNISHED BY SHERIFF

3.1 The Sheriff will designate an employee to act as liaison between the Sheriff and the Department.

3.1.1 The liaison designee will direct FPI activities on cases referred to the Sheriff by the Department under the FPI program.

3.2 The Sheriff agrees to conduct the FPI program in compliance with DHS "Fraud Prevention Investigation Program Guidelines" set forth in Attachment A as well as any successor guidelines issued by DHS during the term of this Agreement.

3.3 FPI investigations will be handled by the Sheriff using licensed peace officers.

3.3.1 When performing FPI investigations, licensed peace officers will be referred to as Eligibility Examiners.

3.4 Upon receipt of a FPI case referral from the Department, the Sheriff agrees to:

3.4.1 Conduct an investigation pursuant to FPI guidelines and the Department's instructions.

3.4.2 Attempt to make contact with the applicant or recipient for purposes of an interview.

3.4.3 Report FPI findings to the Department within two to five working days after receiving the request for Investigation.

3.5 The Sheriff further agrees, upon the Department's request, to perform case file desk reviews on randomly selected cases in the period up to 3 months following a Combined Application Form's formal approval determining Food Stamp or MFIP program eligibility.

3.5.1 The desk review is to identify cases that meet FPI referral criteria but were not referred for an investigation.

3.5.2 If an inconsistency that meets FPI referral criteria is identified during the desk review, the Department will complete a Request for Investigation.

3.6 The Sheriff further agrees to:

3.6.1 Assure that investigative techniques followed in FPI cases are consistent with the current "Fraud Prevention Investigation Guidelines" issued by DHS.

3.6.2 Assure that investigative techniques followed in FPI cases adhere to Federal, State and local laws, regulations and rules.

3.6.3 Conduct FPI case referral investigations in a timely manner using qualified staff in order to assure that eligibility determination timeframes are met by the Department.

3.6.4 Maintain appropriate investigative logs describing staff activities and time spent on FPI referrals.

3.6.5 Permit, as required by Federal and State regulations, personnel from county, State or Federal agencies, or their authorized agents, to review and audit records that the Sheriff maintains in performing duties under this Agreement.

3.6.6 Meet all Federal requirements necessary to obtain enhanced Federal funding for welfare fraud investigation and all State requirements necessary to obtain FPI funding.

3.6.7 Request payment from the Department on the basis set forth in Federal regulations, State plan and State rules.

3.6.8 Maintain peace officer licensees under Minnesota laws for employees assigned to perform FPI activities.

3.7 The Sheriff will include, as appropriate, the following as FPI activities on an FPI case referral:

3.7.1 Make up to three attempts to visit in order to physically ascertain an applicant/recipient's identity at the stated residence address.

3.7.2 Identify the number, ages and physical presence of child(ren) by making face-to-face contact or observing reasonable evidence that the child(ren) are living at the residence.

3.7.3 Attempt to verify adults in household by noting physical presence, oral statements, personal belongings, or documentary evidence of relationship such as marriage certificate.

3.7.4 Make up to three attempts to personally contact landlord or resident caretaker in order to verify statements made on the Combined Application Form.

3.7.5 View county recorder/assessor records to verify home ownership status.

3.7.6 Make contacts with other appropriate public agencies, such as law enforcement, job services, Social Security Administration, in order to check an applicant/recipient's statements made on the Combined Application Form.

3.7.7 Check available records to verify earned income, unearned income, assets and employment.

3.7.8 Check on motor vehicles and other licensed and registered assets with appropriate sources.

3.7.9 Check other unusual or suspicious circumstances noted as appropriate within the perimeters of appropriate FPI investigation guidelines.

3.7.10 Focus FPI investigation activities on the specific reason the FPI case referral was made.

4. DEPARTMENT OBLIGATIONS

4.1 The Department agrees to:

4.1.1 Make FPI case referrals to the Sheriff on Request for Investigation forms in accordance with applicable referral criteria.

4.1.2 Supply the Sheriff with appropriate information as provided for and defined in Federal and State regulations and rules.

4.1.3 Reimburse the Sheriff for providing activities and services related to the FPI Program as set forth in this agreement.

4.2 The Department will schedule meetings with Sheriffs liaison designee or eligibility examiners to discuss issues in order to ensure FPI program activities are consistently and appropriately undertaken.

5. SERVICE DELIVERY

5.1 Except as otherwise noted, the Sheriff maintains control and autonomy with respect to the methods, times, means and personnel to be used in furnishing services to the Department under this Agreement.

5.2 The Department may, after consulting the Sheriff, request the Sheriff to replace an eligibility examiner assigned to provide services under this Agreement.

5.3 The parties agree that the program will be referred to as the "Program Integrity Investigation" program in any communication with applicants or recipients contacted during a FPI case referral investigation.

5.3.1 Sheriffs personnel assigned to FPI field investigations are required to have credentials identifying each as a "Representative of the Chisago County Income Maintenance Unit" when conducting FPI referral investigative activities under this Agreement.

5.4 The Department has the right to monitor and evaluate Sheriffs services provided under this Agreement.

5.4.1 The Sheriff agrees to cooperate in any evaluation efforts undertaken by the Department or required by DHS.

5.4.2 The Sheriff agrees to cooperate with the Department in effectively managing services purchased under this Agreement.

5.5 Attachment B contains information about Limited English Proficiency Language Access Requirements for individuals with limited English proficiency.

6. DATA PRACTICES

6.1 The parties agree to abide by the Minnesota government data practices act, Minn. Stat. Chap. 13, and the rules adopted to implement the act as well as other State and Federal laws on data privacy in providing FPI services under this Agreement.

6.2 While conducting FPI investigations pursuant to this Agreement, the Sheriffs personnel are considered to be functioning as welfare system employees and will have access to private or confidential data maintained by the Department or DHS to the extent necessary to carry out responsibilities under this Agreement.

6.3 The information exchanged pursuant to this Agreement can only be used by Sheriff's personnel only in conjunction with services provided under this Agreement.

6.4 Sheriff Brandon Thyen is the responsible authority for the Sheriff under Minn. Stats. § 13.46, subd. 10(a)(4).

7. SERVICES COSTS AND PAYMENTS

7.1 The Sheriff will submit a monthly invoice Statement to the Department within 15 working days after each calendar month.

7.1.1 The Sheriff will submit the final invoice for the state fiscal year inclusive of May and June services rendered by June 10th 2022 and June 10th 2023 in accordance with the end of the state department fiscal year.

7.1.2 The Department will pay a properly completed invoice within 30 days following receipt.

7.2 If the Department receives a reduction in administrative reimbursement from DHS based on a failure to comply with FPI program guidelines or cost-effectiveness standards, the payment amount under this agreement may be reduced proportionately.

7.3 If the funding to Chisago County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow purchasing the quantity of services indicated, each party's obligations may be terminated immediately upon notice to the Sheriff.

7.4 Costs paid under this Agreement cannot exceed $65,000 for investigative services in each of state fiscal years 2022 and 2023.

7.4.1 No more than $5,416.66 will be paid for FPI investigative services per month.

8. RECORDS/AUDIT RETENTION

8.1 The Sheriff will maintain records pertaining to services under this Agreement and provide the Department with financial, statistical and service reports upon request.

8.2 Sheriffs records, documents, papers, accounting procedures and practices, and other documents relevant to this Contract are subject to examination, duplication, transcription, and audit by the Department, DHS, and the Legislative or State Auditor pursuant to Minn. Stat. §16C.05 and by the U.S. Department of Health and Human Services and the U.S. Comptroller General, or a duly authorized representative.

8.2.1 The Sheriff agrees to maintain the documents for a 6-year period from the date services or payment were last provided or made, or longer if any audit in progress requires a longer retention period.

9. FAIR HEARING

9.1 The Sheriff will assist the Department in complying with Minn. Stat. §256.045, Administrative and Judicial Review of Human Services Matters.

10. SUBCONTRACTING AND ASSIGNMENTS

10.1 The Sheriff cannot enter into any subcontract for performing services contemplated under this Agreement nor assign any interest in this Agreement.

11. AMENDMENT

11.1 This Agreement may be amended at any time in writing signed by the parties.

11.2 An interpretation or variation to the Agreement that is not viewed as material by either party does not require signature.

12. MERGER

12.1 The parties' entire agreement is contained in this Agreement.

12.2 This Agreement supersedes all oral agreements and negotiations by the parties relating to its subject matter.

12.3 Items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

IN WITNESS THEREOF, the parties, each intending to be bound by this agreement, effective July 1, 2021 irrespective of the dates of the signatures, certifies that the appropriate persons have executed the Contract, as required by applicable articles, by-laws resolutions and ordinances

APPROVED:

1. SHERIFF'S DEPARTMENT:

APPROVED

By: Brandon Thyen Signed: Print:
Title: Chisago County Sheriff
Date:

2. COUNTY OF CHISAGO:

APPROVED

By: Chris DuBose Signed: Print:
Title: Chair, Chisago County Board of Commissioners
Date:

Certified:

By: Christina Vollrath Signed: Print:
Title: Clerk to the Board
Date:

By: Robert Benson Signed: Print:
Title: Health and Human Service Director
Date:

Approved as to Form:

JANET REITER COUNTY ATTORNEY

By: Jeffrey B. Fuge Date: 05/12/2021
Title: Jeffrey B. Fuge, Assistant County Attorney's Office

Chisago County Request For Board Action

Meeting Date: May 19, 2021	***Item Number:*** 22
Title of Item for Consideration: 2021 State of MN Federal Boating Safety Supplemental Patrol Grant	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: This is an annual grant from the State of Minnesota.	
Background: 2021 Federal Boating Grant which provides up to $8,375.00 for supplemental patrols on waters within Chisago County and the St Croix River. ***Attachment(s)***: • 2021 State of MN Federal Boating Safety Patrol Grant Contract with exhibits	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the State of MN Federal Boating Safety Patrol Grant Contract. The following motion is suggested: ***"Move to approve the State of MN Federal Boating Safety Patrol Grant Contract."***	
Implications of Action: Accepting this grant will provide up to $8,375.00 for wages to provide additional patrols on Chisago County Waters. ***Budget/Financial Implications***: This is budgeted. ***Legal/Policy Implications***: The contract has been reviewed by the County Attorney's Office and is within Chisago County Policy along with Local, State and Federal Laws.	

Administrator's Recommendation

Approve CCS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

DEPARTMENT OF NATURAL RESOURCES

2021 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: **PO #:**

State Accounting Information

Dept. ID	PC Bus. Unit	Fiscal Year	Source Type	Vendor Number
R29	R2901	2021	REIMB	0000197284-001

Total Amount	Project ID	Billing Location	DUNS
$8,375	R29G70CGBLA19	R297000221	610037558

Accounting Distribution

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Activity
3000	R2937715	R297227	84101501	441302	A4CG002

Grant Begin Date	Grant End Date
May 14, 2021	September 6, 2021

Grantee Name and Address:

Chisago County Sheriff's Office
15230 Per Rd.
Center City, MN 55012

Payment Address:
(where DNR sends the check)

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

2021 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 15230 Per Rd., Center City, MN 55012 (DUNS 610037558) ("Grantee"). The payment address for this grant contract agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statute §84.026, §86B.101 and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date***: May 14, 2021. Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.

1.2 ***Expiration date:*** September 6, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.

1.3 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

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

3 Time

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

4 Consideration and Payment

4.1 ***Consideration***. Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

(a) ***Compensation.*** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Eight thousand three hundred seventy-five dollars ($8,375).

(b) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Eight thousand three hundred seventy-five dollars ($8,375).

4.2 ***Payment***

(a) ***Invoice.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The

invoice, log sheets and required narrative report must be submitted to the State not later than October 6, 2021, unless an extension is requested in writing from the Grantee and approved in writing from the State.

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

4.3 ***Contracting and Bidding Requirements***

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

5 Conditions of Payment

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

6 Authorized Representative

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

The Grantee's Authorized Representative is Sheriff Brandon Thven, Chisago County Sheriff's Office, 15230 Per Rd., Center City, MN 55012, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

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

7.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract 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 grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

10 Government Data Practices

10.1 ***Government Data Practices.*** The Grantee and State must comply with the Minnesota Government Data

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

11 American Disabilities Act

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

12 Non-Discrimination Requirements

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

(e) Any other applicable non-discrimination law(s).

13 Workers' Compensation

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

14 Publicity and Endorsement

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

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

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

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

16.2 ***Termination for Cause.*** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

(a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that

are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

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

18 Invasive Species Prevention

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

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

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

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

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

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

20 Whistleblower Protection Rights

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

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

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

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

Attachments:

_____A. Federal Boat Patrol Grant Contract Agreement
_____B. Exhibit A
_____C. Exhibit B
_____D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract # _____

Purchase Order # _____

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

Reviewed as to form: *Janet Reiter*
Chisago County Attorney
May 13, 2021

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

EXHIBIT A

2021 FEDERAL BOATING ENFORCEMENT SUPPLEMENTAL AGREEMENT (CFDA #97.012)

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays **do not qualify** for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.

2. The program shall begin on Friday, May 14, 2021 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 6, 2021. The Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

3. Reimbursable hours and days of operation shall occur during the following days and hours:

   The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*

4. Emphasis on this program shall be placed on the following violations:

   - Boating while intoxicated
   - Personal watercraft operation
   - Careless and reckless operation
   - Speed and wake violations
   - Use of navigation lights
   - Other boating equipment and registration violations

5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date.

   All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2021 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.

6. Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.

7. **Deadline for the invoice, log sheets and narrative is Wednesday, October 6, 2021. An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: Adam.Block@state.mn.us**

8. Hours from this program will be excluded in determining the regular 2023 county grant allocation.

9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2021 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2021 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et sq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).

14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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

DEPARTMENT OF NATURAL RESOURCES

Conflict of Interest Disclosure

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

Actual Conflict of Interest:
An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:
A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:
A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:
A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational *(circle)* conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2021 MN DNR Federal Boating Patrol Grant**

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____

Chisago County Request For Board Action

Meeting Date: May 19, 2021	***Item Number:*** 23
Title of Item for Consideration: 2020 Federal Boating Safety Supplemental Equipment Grant	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: This is an annual grant with the State of Minnesota.	
Background: This is an item specific grant which will allow the Sheriff's Office to purchase buoys and equipment as listed in Exhibit A, as provided by the MN DNR. This Grant is worth $9,165.00. ***Attachment(s)*:** • Contract with exhibits as provided by the MN DNR	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant. The suggested motion is as follows: ***"Move to approve the 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant."***	
Implications of Action: This will allow the Sheriff's Office to purchase buoys and buoy equipment used for the safe navigation of watercraft on Lakes within Chisago County. **Budget/Financial Implications:** This Grant will provide $9,165.00 to make the approved purchase as described in exhibit A. **Legal/Policy Implications:** The Chisago County Attorney's Office has reviewed the documents. This grant is in compliance with County policy as well as Local, State, and Federal Laws.	

Administrator's Recommendation

Approve CLS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

DEPARTMENT OF NATURAL RESOURCES

2020 STATE OF MINNESOTA

FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT

GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 192927 **PO #:** 3000187106

State Accounting Information

Dept. ID	PC Bus. Unit	Fiscal Year	Source Type	Vendor Number
R29	R2901	2021	REIMB	0000197284-001

Total Amount	Project ID	Billing Location	DUNS
S9,165	R29G70CGBLA19	R297000221	610037558

Accounting Distribution

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Amount	Activity
3000	R2937715	R297227	84101501	441302	S0	A4CG002
3000	R2937715	R297227	84101501	441302	S9,165	A4CG004

Grant Begin Date	Grant End Date
March 2, 2021	September 30, 2021

Grantee Name and Address:

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

Payment Address:
(where DNR sends the check)

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

2020 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012 (DUNS 610037558) ("Grantee"). The payment address for this grant agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

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

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date:*** March 2, 2021, Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.

1.2 ***Expiration date:*** September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.

1.3 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

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

3 Time

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

4 Consideration and Payment

4.1 ***Consideration.*** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) ***Compensation.*** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Nine thousand one hundred sixty-five dollars ($9,165).

(b) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Nine thousand one hundred sixty-five dollars ($9,165).

4.2 ***Payment***

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

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

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

5 Conditions of Payment

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

6 Authorized Representative

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

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

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

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

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

7.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

Under Minn. Stat. §16B.98, Subd. 8 and 2 CFR 200.331, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

10 Government Data Practices

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

11 American Disabilities Act

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

12 Non-Discrimination Requirements

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

(e) Any other applicable non-discrimination law(s).

13 Workers Compensation

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

14 Publicity and Endorsement

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

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

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

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

16.2 ***Termination for Cause.*** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

(a) Funding for grant from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

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

18 Invasive Species Prevention

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

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

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

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

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

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

20 Whistleblower Protection Rights

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

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

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

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

Attachments:

_____A. Federal Grant Agreement
_____B. Exhibit A
_____C. Exhibit B
_____D. Conflict of Interest Disclosure

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

Signed: Stacey Stich

Date: 4/27/2021

SWIFT Contract # 192927

Purchase Order # 3000187106

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Reviewed as to Form: Janet Reit
Chisago County Attorney
5/7/2021

EXHIBIT A

Chisago County

2020 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT (CFDA #97.012)

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

   - (14) Slow No-Wake Buoys
   - (20) Solar lights for buoys
   - (10) Hazard Area Buoys
   - (40) Buoy anchor kits - includes anchor eye and mesh - used to make concrete buoy anchors

   ** means trade-in or cost share by county*
   *** means 25% county dive equipment cost share requirement*

2. The program shall begin on March 2, 2021 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by September 30, 2021. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after September 30, 2021, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.

3. The Grantee must first purchase the items as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:

   a. An invoice from the Grantee, for purchases dated no earlier than March 2, 2021 or date grant is fully executed and not later than September 30, 2021, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
   b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
   c. If the item is valued over $5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
   d. All reimbursement requests must be sent to: adam.block@state.mn.us

4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.

5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.

6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than $5,000 and forward it to the State's representative.

7. The State will supply a special label that will need to be applied to each item of equipment that exceeds $5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.

8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or trade. The Grantee must promptly notify the State's representative if any item over $5,000 purchased through this grant is lost or stolen.

9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.

10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

2020 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et sq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).

14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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

DEPARTMENT OF NATURAL RESOURCES

Conflict of Interest Disclosure

Conflict of Interest:

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

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational *(circle)* conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2020 MN DNR Federal Boating Equipment Grant**

State AR's Printed Name: _____ _____ Date: _____

State AR's Signature: _____

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** *****AMEND. 24 *****
Title of Item for Consideration: Out of State Travel Requests for Chisago County Sheriff's Office – Human Trafficking Investigators Training Conference, International Conference of Police Chaplains, K9 Training, School Safety Conference	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: The Board has not previously acted on these out of state travel requests.	

Background: The Chisago County Sheriff's Office participates in the MN BCA Human Trafficking Task Force and there is an annual conference in September of 2021. Two of our investigators have been invited to attend the training along with members of the MN BCA. The training and travel costs are covered under a state grant. Wages paid to the investigators would be the only cost incurred by the County. The training is in Clearwater, FL.

The ICPC hosts an annual training seminar every year that contains training and certification for chaplains. This five-day seminar will provide accreditation and needed training for chaplain services.

The K9 Training is hosted in Balsam Lake, WI. The training will establish a foundation for scent specific tracking via the Kocher Method. Each day will consist of multiple tracks per team. Starting with the basic concepts of trailing, reading negatives, and managing the dog for efficiency and success. Officers will also work on component exercises including but not limited to: vehicle run-off tracks, vehicle pickups, no scent indications, and a 24 hour aged track.

The School Safety training is a 3-day course for School Resource Officers hosted in Grand Forks, ND. It will cover numerous SRO topics such as; social media trends, adverting targeted school violence and how School Resource Officers can advocate for students.

Attachment(s):

- Out of State Travel Requests for 2 Deputies – Clearwater, FL
- Out of State Travel Request for 2 Chaplains – Greenville, SC
- Out of State Travel Request for K9 Unit – Balsam Lake, WI
- Out of State Travel Request for SRO – Grand Forks, ND
- Donation Acceptance – Resolution – HIM Inc. $950.00

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 4 different out of state travel requests for training regarding; human trafficking, chaplains, K9 training, and SRO training and accept the $950.00 donation from HIM Inc. to offset the costs of the Chaplains travel costs. The suggested motion is as follows:

"Move to approve the 4 different out of state travel requests for training regarding; human trafficking, chaplains, K9 training, and SRO training and accept the $950.00 donation from HIM Inc. to offset the costs of the Chaplains travel costs."

Implications of Action: Our office wants to be more active and involved in the Human Trafficking Task Force and attendance by members of our office at this training would allow us to build relationships and knowledge on the topic of human trafficking.

The Chaplains going to the training joined the Chaplain Division this year. They have already been assisting the agency in responding to death scenes and providing care to those who have lost loved ones. This training would allow them to pursue formal training and certification in the area of chaplain services to the public and employees of our Sheriff's Office.

The K9 training will train and equip our K9 handler to manage the K9 for efficiency and success in suspect apprehension. The K9 training costs $300.

The SRO training will train and equip an SRO deputy to be better prepared to deal with the ongoing issues and trends in the schools.

***Budget/Financial Implications*:** The only financial costs that the county would be responsible for would be the normal wages for hours worked by the deputies while they're at the conference. The K9 training costs $300. The SRO training cost is $389. Chaplains costs $3,479 - $950.00 donation from HIM Inc.

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

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

Chisago County Out-of-State Travel Request

Date Submitted	5/5/2021		
Employee Name	[redacted]		
Department	Chisago County Sheriff's Office		
Destination	Clearwater Beach Florida		
Purpose of Travel	International Association of of Human Trafficking Investigation Conference		
Departure Date	9/7/2021		
Return Date	9/10/2021		
Total Travel Expenses	**$0.00**		
Supervisor Name (PRINT)	Ryan Edmonds		
Supervisor's Signature	Ryan Edmonds	**Date Approved**	5.5.2021
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Paid for by BCA		[redacted]	$0.00
Ground Transportation	Paid for by BCA		1	$0.00
Conference/Registration Fees	Paid for by BCA		1	$0.00
Lodging	Paid for by BCA		1	$0.00
Meals	Paid for by BCA or Self		1	$0.00
Mileage	Paid for by BCA		1	$0.00
		Grand Total		$0.00

Chisago County Out-of-State Travel Request

Date Submitted	5/5/2021		
Employee Name	[redacted]		
Department	Chisago County Sheriff's Office		
Destination	Clearwater Beach Florida		
Purpose of Travel	International Association of of Human Trafficking Investigation Conference		
Departure Date	9/7/2021		
Return Date	9/10/2021		
Total Travel Expenses	**$0.00**		
Supervisor Name (PRINT)	Ryan Edmonds		
Supervisor's Signature	Ryan Edmonds	**Date Approved**	5.5.2021
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Paid for by BCA		[redacted]	$0.00
Ground Transportation	Paid for by BCA		1	$0.00
Conference/Registration Fees	Paid for by BCA		1	$0.00
Lodging	Paid for by BCA		1	$0.00
Meals	Paid for by BCA or Self		1	$0.00
Mileage	Paid for by BCA		1	$0.00
		Grand Total		$0.00

Chisago County Out-of-State Travel Request

Date Submitted	4/29/2021		
Employee Name	Deputy [redacted] K9 [redacted]		
Department	Sheriff's Office		
Destination	Polk County, WI		
Purpose of Travel	K9 Tracking Course		
Departure Date	5/28/2021		
Return Date	5/30/2021		
Total Travel Expenses	**$300.00**		
Supervisor Name (PRINT)	Chief Deputy Justin Wood		
Supervisor's Signature		**Date Approved**	05/12/21
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare			[redacted]	$0.00
Ground Transportation			3	$0.00
Conference/Registration Fees			1	$300.00
Lodging			0	$0.00
Meals			0	$0.00
Mileage			0	$0.00
		Grand Total		$300.00

Scent Specific Tracking/Man Trailing, Basic Course

Provider: Polk County Sheriff's Office, Canine Search Solutions, LLC.

Dates/Times: May 28th-30th, 09:00-17:00 each day

Cost: $300 per team

Instructor/Vendor: Canine Search Solutions, LLC.

Training Site Location: Polk County Sheriff's Office

1005 W. Main St

Balsam Lake, WI 54810

Description: This course will establish a foundation for scent specific tracking via the Kocher Method. Each day will consist of multiple tracks per team. Starting with the basic concepts of trailing, reading negatives, and managing the dog for efficiency and success. We will also work on component exercises including but not limited to: vehicle run-off tracks, vehicle pickups, no scent indications, and a 24 hour aged track. Bring water to keep you and your dog hydrated as we will be putting in some steps each day.

Contact: Steve Clayton, 715-697-4234, steven.clayton@co.polk.wi.us

Chisago County Out-of-State Travel Request

Date Submitted	5/11/2021
Employee Name	Chaplain [redacted]
Department	Sheriff's Office
Destination	Greenville, South Carolina
Purpose of Travel	International Conference of Police Chaplains
Departure Date	11-Jul
Return Date	16-Jul
Total Travel Expenses	**$1,852.00**
Supervisor Name (PRINT)	Sergeant Kyle Puelston
Supervisor's Signature	Kyle Puelston
Date Approved	5/11/2021
County Board Signature	
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare			[redacted]	$407.00
Ground Transportation			1	$0.00
Conference/Registration Fees			1	$550.00
Lodging			6	$595.00
Meals			6	$300.00
Mileage			1	$0.00
		Grand Total		$1,852.00

Chisago County Out-of-State Travel Request

Date Submitted	5/11/2021
Employee Name	Chaplain [redacted]
Department	Sheriff's Office
Destination	Greenville, South Carolina
Purpose of Travel	International Conference of Police Chaplains
Departure Date	11-Jul
Return Date	16-Jul
Total Travel Expenses	$1627.00
Supervisor Name (PRINT)	Sergeant Kyle Puelston
Supervisor's Signature	[signature] **Date Approved** 5/11/2021
County Board Signature	**Date Approved**

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare			[redacted]	$407.00
Ground Transportation			1	$0.00
Conference/Registration Fees			1	$325.00
Lodging			6	$595.00
Meals			6	$300.00
Mileage			1	$0.00
		Grand Total		$1,627.00

Chisago County Out-of-State Travel Request

Date Submitted	4/29/2021
Employee Name	[redacted]
Department	Sheriff's Office
Destination	Grand Forks, North Dakota
Purpose of Travel	School Safety Conference
Departure Date	6/22/2021
Return Date	6/24/2021
Total Travel Expenses	$389.00
Supervisor Name (PRINT)	Chief Deputy Justin Wood
Supervisor's Signature	
County Board Signature	

Date Approved 5-12-2021

Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare			[redacted]	$0.00
Ground Transportation			3	$0.00
Conference/Registration Fees			1	$100.00
Lodging			3	$178.00
Meals		$37.00	3	$111.00
Mileage			1	$0.00
		Grand Total		$389.00

Chisago County
Board of Commissioners

Acceptance of Donations by Chisago County for 2021

RESOLUTION NO: 21/0519-X
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY SHERIFFS OFFICE

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 Sheriff's Office in 2021:

- HIM Inc. Home Improvement Ministries – $950.00 for offset of Chaplains Out of State Travel Request

HIM INC.
HOME IMPROVEMENT MINISTRIES INC.
JEFF OR RUTH TITUS
[redacted]

75-360/919

2306

DATE 4/30/21

PAY TO THE ORDER OF Chisago County Sheriff office | $ 950,00

Nine Hundred Fifty & 00/100 — DOLLARS

UNITY BANK
www.unitybanking.com

MEMO DONATION

[redacted]

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number:*** 25
Title of Item for Consideration: Organizational Change for Enterprise Services Department – Building and Grounds Maintenance	
Action Requested by: Jon Eckel, Director	***Department:*** Enterprise Services
Previous Action on this Matter: Approved at the most recent Personal Committee and Budget and Finance Committee meetings.	

Background: The Director of Enterprise Service's is requesting that the Board authorize the creation of a new division titled 'Building and Grounds Maintenance,' along with a new position titled 'Building and Grounds Manager,' while also changing the job description title of Custodian to Building and Grounds Technician. This change will not create any new positions to be filled (no new FTE's). By creating this new division, the County will be able to optimize how work is allocated and managed.

***Attachment(s)*:**

- Proposed DES Org Chart

Action Requested/Recommended: The County Board is respectfully requested to authorize the creation of a new division of Enterprise Service Department titled Building and Grounds Maintenance, along with a new position titled Building and Grounds Manager, also change the title of Custodian, to Building and Grounds Technician. With the reporting structure as detailed in the attached Org. Chart and to authorize the HR Director to post and fill the Building and Grounds Manager position. The following motion is suggested:

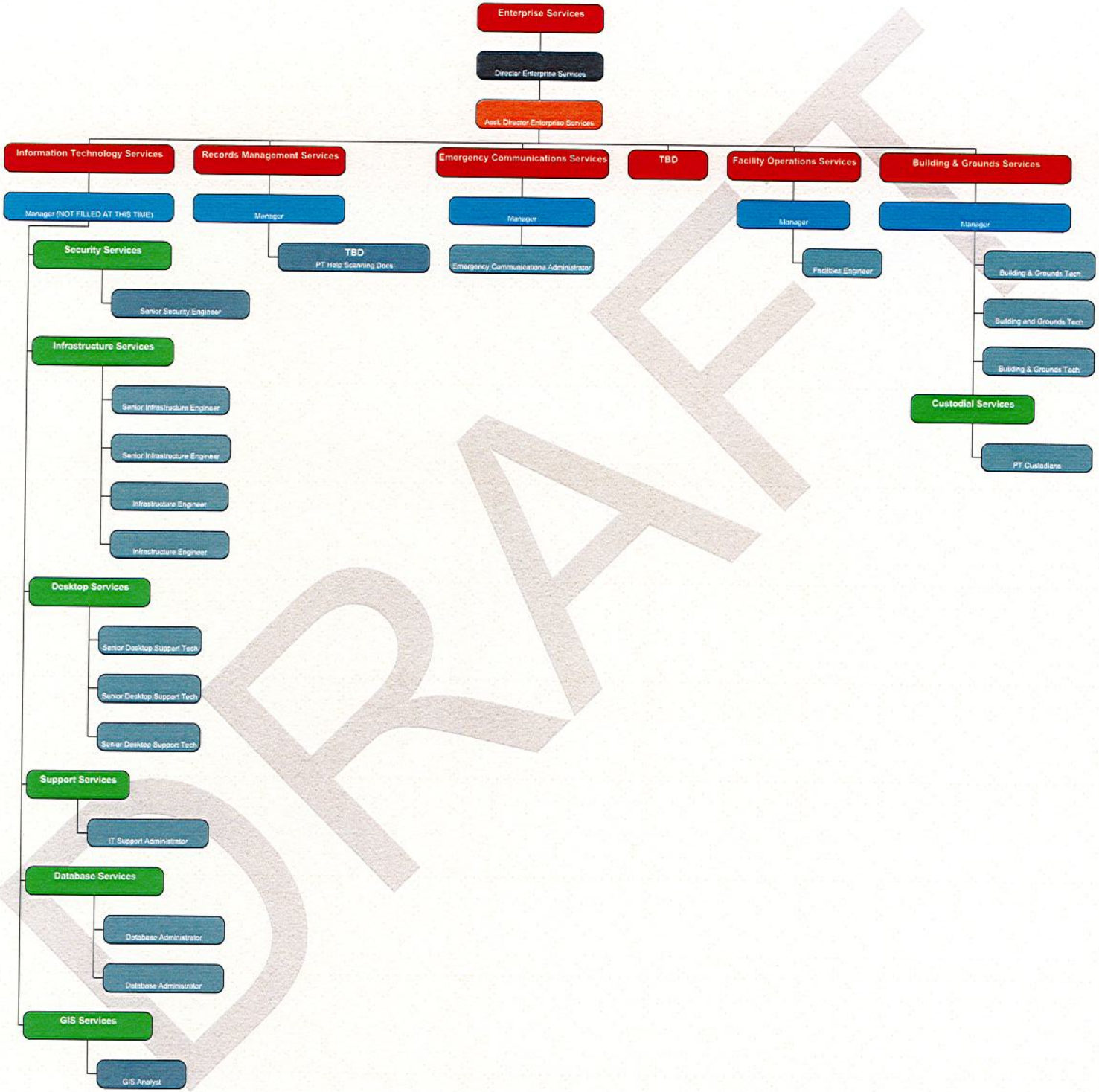
"Move to authorize the creation of a new division of Enterprise Service Department titled Building and Grounds Maintenance, along with a new position titled Building and Grounds Manager, also change the title of Custodian, to Building and Grounds Technician. With the reporting structure as detailed in the attached Org. Chart. Authorize the HR Director to post and fill the Building and Grounds Manager position, INTERNAL posting only."

Implications of Action: By making this change, the County will be able to provide more efficient service and optimize the work direction and management of associated staff.

***Budget/Financial Implications*:** The estimated impact of this change is no more than $9,000.00 per year in salary increases.

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

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


Enterprise Services
Director Enterprise Services
Asst. Director Enterprise Services
Information Technology Services
Manager (NOT FILLED AT THIS TIME)
Security Services
Senior Security Engineer
Infrastructure Services
Senior Infrastructure Engineer
Senior Infrastructure Engineer
Infrastructure Engineer
Infrastructure Engineer
Desktop Services
Senior Desktop Support Tech
Senior Desktop Support Tech
Senior Desktop Support Tech
Support Services
IT Support Administrator
Database Services
Database Administrator
Database Administrator
GIS Services
GIS Analyst
Records Management Services
Manager
TBD
PT Help Scanning Docs
Emergency Communications Services
Manager
Emergency Communications Administrator
TBD
Facility Operations Services
Manager
Facilities Engineer
Building & Grounds Services
Manager
Building & Grounds Tech.
Building and Grounds Tech
Building & Grounds Tech.
Custodial Services
PT Custodians

DRAFT

Chisago County Request for Board Action

Meeting Date: May 19, 2020	***Item Number:*** 26
Title of Item for Consideration: COVID-19 Restrictions in Chisago County Government Center and Committees	
Action Requested by: Board of Commissioners	***Department:*** Board of Commissioners

Previous Action on this Matter: On March 18th, 2020 the Chisago County Board of Commissioner first addressed and discussed the COVID-19 pandemic and declared a Local Emergency. The County Attorney and County Administrator determined that all County meetings were not able to meet in-person due to the health pandemic. On March 25th, the County opened the Emergency Operations Center to respond to the pandemic. On March 27th, the County implemented the stay at home order for employees. On May 20th, the County Board created the 'Safely Return to Work Policy.' On June 3rd, the Masking requirement went into effect with the amended remote access policies.

Background: As COVID-19 spread throughout the world, the United States and Minnesota, Chisago County Public Health actively monitored and received instruction from the Minnesota Department of Health.

However, as the United States and the State of Minnesota continue to get vaccinated and as science and information regarding the COVID-19 pandemic as increased, the guidance has changed regarding masking, and social distancing.

On May 14th, 2021, Governor Walz lifted the statewide mask mandate following the CDC's guidance that fully vaccinated people can go without a mask indoors and outdoors and that social distancing is not necessary. Due to this changes, Chisago County's current policies regarding in-person meetings can be changed.

Chisago County Administration and Human Resources will continue to work closely with Public Health to monitor decision affecting employees and the Government Center.

Attachment(s):

- May 14th, Governor Walz Executive Order (*handed out at Meeting*)
- Resolution 20/0318-3 Declaration of Local Emergency in Chisago County
- 'Chisago County Determination regarding Meetings Conducted by Telephones of Electronic Means'

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners change the current County policy regarding the in-person meeting and masking requirement to reflect the current State of Minnesota and CDC guidelines. The following motion is suggested:

"Move to allow in-person meetings and open all County governmental buildings to the public if the public chooses to not wear a mask if they are fully vaccinated."

Implications of Action: By approving the recommended motion, all County meetings and Committees can meet in-person again and the public will not be required to wear a mask in the County facilities.

Budget/Financial Implications: None.

***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve _____	Deny _____	Other CAS _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chase Burnham
County Administrator

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

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
George McMahon
District 4
Ben Montzka
District 5
Mike Robinson

RESOLUTION NO: 20/0318-3
DECLARATION OF LOCAL EMERGENCY IN CHISAGO COUNTY

WHEREAS, Chisago County is experiencing the COVID-19 Pandemic: and

WHEREAS. response and support to affected individuals. communities. medical systems. businesses and government has caused significant impact to the County as a whole: and

WHEREAS. subject matter experts have determined that protective measures must be undertaken to reduce the impact of COVID-19 and activity will be beyond the usual resources of Chisago County: and

WHEREAS. Minnesota Statutes Chapter 12.29 authorizes the Chair of the Chisago County Board of Commissioners to sign a Declaration of Local Emergency in Chisago County valid for up to 72 hours after which an open meeting of the Board of County Commissioners will be needed to continue this Declaration: and

WHEREAS. the Chisago County Director of Emergency Management recommends that the Chisago County Board of Commissioners declare that a local state of emergency exists in Chisago County: and

NOW THEREFORE BE IT RESOLVED. the Chisago County Board of Commissioners declare Chisago County to be in a local state of emergency effective March 18. 2020 due to the ongoing and expected response to and recovery from COVID-19 and direct the County Administrator and the Director of Emergency Management to coordinate such actions and request such state and/or federal assistance as needed to protect lives and public and private property in Chisago County and the recovery of the County from the impacts of this situation to the extent practicable and allowed by the law. ordinance . and charter.

Whereupon the resolution was declared and adopted.

Adopted: March 18, 2020

Ben Montzka
Chair. County Board of Commissioners

Attest:
Chase Burnham
County Administrator

Chisago County Determination regarding Meetings
Conducted by Telephonic or Electronic Mean.

The Chisago County Attorney and the Chisago County Administrator, together have made a determination that in-person meetings of the County Board, its commissions, boards and committees is not practical or feasible due to the health pandemic and declared emergency.

Given the COVID-19 health epidemic as declared by CDC and as recognized by declaration of State emergency made by the Governor and declaration of a County emergency made by the County Board Chair pursuant to Minnesota Statute Section 12.29, the County Attorney and County Administrator recommend that until the COVID-19 health pandemic has lifted, all meetings of the County Board, its commissions, boards and committee be held by telephone or by other electronic means consistent with Minnesota Statute Section 13D.021.

It is further determined that attendance of members of the public at the regular meeting location is not recommended and generally not feasible due to the COVID-19 health pandemic. The County will make efforts to notify persons of the means to monitor the meeting electronically from remote location(s) at his or her own expense as provided by Section 13D.021, subd. 3.

Janet Reiter
Chisago County Attorney

Chase Burnham
Chisago County Administrator

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number: AMEND. *****27********
Title of Item for Consideration: Authorization to Add Replacement Signature Holder on the Social Welfare Accounts	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	
Background: Lake Area Bank and Midwest One Bank are the financial institutions that hold the Chisago County's Social Welfare accounts, these accounts require that the Accounting Department of Health and Human Services have multiple Authorized Signature Holders.	
Action Requested/Recommended: The County Board is respectfully requested to approve the addition of an Authorized Signature holder for Lakes Area Bank and Midwest One bank for the Social Welfare accounts. The suggested motion is as follows: ***"Move to approve the authorization to add a replacement signature holder on the Social Welfare accounts."***	
Implications of Action: Approval of this action will ensure that there are enough signature holders for the social welfare accounts with Lake Area bank and Midwest one. ***Budget/Financial Implications*:** None. ***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve ____	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request for Board Action

Meeting Date: May 19, 2021	***Item Number: AMEND. *****28********
Title of Item for Consideration: Application to Conduct Excluded Bingo – Immanuel Lutheran Church of Almelund	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	
Background: The current application is from the Immanuel Lutheran Church of Almelund to conduct excluded Bingo on November 13, 2021. The Immanuel Lutheran Church of Almelund is a non-profit organization. ***Attachments:*** • LG240B Application to Conduct Excluded Bingo – Immanuel Lutheran Church of Almelund • Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the application to conduct excluded bingo for Immanuel Lutheran Church of Almelund on November 113, 2021. The recommended motion is as follows; ***"Move to approve the application to conduct excluded bingo for Immanuel Lutheran Church of Almelund on November 13, 2021."***	
Implications of Action: Approving tonight's action would allow the Immanuel Lutheran Church of Almelund to raise money for its non-profit organization and its activities. ***Budget/Financial Implications:*** None – Approving the permit has any budget/financial implications on Chisago County. ***Legal/Policy Implications:*** The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	

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

MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: Immanuel Lutheran Church of Almelund

Previous Gambling Permit Number: [redacted]

Minnesota Tax ID Number, if any: N/A

Federal Employer ID Number (FEIN), if any:

Mailing Address: [redacted]

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

Name of Chief Executive Officer (CEO): Council President Dana Johnson

CEO Daytime Phone: [redacted] CEO Email:

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): [redacted]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☑ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☑ No

If yes, list the dates when bingo was conducted:

The proposed bingo event will be:

☑ one of four or fewer bingo events held this year. Dates: November 13, 2021

-OR-

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

- ☐ county fair Dates:
- ☐ civic celebration Dates:
- ☐ Minnesota State Fair Dates:

Person in charge of bingo event: Diane Kay Rothe Daytime Phone: 612-270-5676

Name of premises where bingo will be conducted: Shafer town Hall

Premises street address: 17656 303rd Street

City: Taylors Falls If township, township name: Shafer County: Chisago

LG240B Application to Conduct Excluded Bingo

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

CITY APPROVAL
for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: ~~MARK STEVENS~~

Signature of City Personnel: ~~Mark S~~

Title: ~~CHAIRMAN~~ Date: ~~05-13-2021~~

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

COUNTY APPROVAL
for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: Chisago

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 excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: Shafer

Signature of Township Officer: Mark S

Title: CHAIRMAN Date: 05-13-2021

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Dana Johnson Date: 5/10/2021
(Signature must be CEO's signature; designee may not sign)

Print Name: Dana M. Johnson

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***LIST OF LICENSEES*** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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.

Chisago County
Board of Commissioners

RESOLUTION NO. 21/0519-
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT EXCLUDED BINGO FOR IMMANUEL LUTHERAN CHURCH OF ALMELUND

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Shafer Townhall located at 17656 303rd St., Taylors Falls, MN 55074.

Chisago County Request for Board Action

Meeting Date: June 2, 2021	***Item Number: AMEND. *****29********
Title of Item for Consideration: Award & Approval of 2021 Retro-Reflective Pavement Markings Project	
Action Requested by: Joe Triplett, P.E.	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The County has bid out the annual 2021 pavement markings project. The County received 4 bids ranging from the low bid of $151,785.10 to the high bid of $194,351.10. Sir Lines-A-Lot of Edina, MN, is the apparent low bidder and it is recommended to award and approve the project.

Attachment(s):

- Contracts are subject to County Attorney approval

Action Requested/Recommended: The County Board is respectfully requested to approve awarding the 2021 pavement markings project to Sir Lines-A-Lot of Edina, MN. The following motion is suggested:

"Move to approve awarding the 2021 pavement markings project to Sir Lines-A-Lot of Edina, MN."

Implications of Action: Award and approval of this contract will allow the County to move forward and construct.

Budget/Financial Implications: Project is funded from 03-345-6508.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Subject to County Attorney approval as to form.

Administrator's Recommendation

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