



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, November 17, 2021 County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

- 1.) Final Contract Payment for CP MS-11-21 Chisago County's Microsurfacing Project TAB 1

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 – Final Contract Payment for CP MS-11-21 TAB 1
2.) Minutes from the November 3, 2021 Regular Meeting TAB 2
3.) Payment of County's Warrants and Miscellaneous Bills TAB 3
4.) Authorization for County Auditor-Treasurer to Transfer Funds TAB 4
5.) Resolution to Sell or Dispose of Abandoned Personal Property at Tax Forfeited Property TAB 5
6.) Authorizing Issuance and Sale of General Obligation Refunding Bonds, Series 2021a TAB 6

Environmental Services/Zoning Report – Kurt Schneider, Director

- 7.) Director's Report TAB 7
8.) Tony Zerwas "Amador Hilltop Estates" Preliminary Plat TAB 8
9.) Paul & Jenny Steward– Preliminary Plat "Steward Hills Estates" TAB 9
10.) Keith Johnson - Johnson CSG 2, LLC IUP IMW Community Solar Garden TAB 10
11.) Joint Powers Agreement with Isanti County for HHW Collection TAB 11
12.) 2022-23 Prof/Tech Services Contract with SWCD for LID TAB 12
13.) 2022-2024 EMWREP Agreement with the Washington Conservation District TAB 13
14.) 2022 Gen. Eng. and Admin. Services Agmt with Emmons & Olivier Res., Inc. TAB 14

Other Business of the County Board

- 15.) Report and Recommendations from the November 9, 2021 B/F Meeting TAB 15
16.) Opioid Settlement Update – Discussion TAB 16
17.) University of Wisconsin – Green Bay for Clinical Experiences for Students in Nursing TAB 17
18.) Children's Mental Health Screening Grant 2022 TAB 18
19.) Children and Youth with Special Needs Grant 2022-2026 TAB 19
20.) TriMin System Service Agreement for 2022 TAB 20
21.) SHIP Grant Agreement – Chisago Age Well Coalition TAB 21
22.) Purchase of SSR Bison 200P UTV – Sheriff's Office Reserve Unit TAB 22
23.) Purchase of 2022 Ski Doo MXZ 850 Snowmobile – Sheriff's Office TAB 23
24.) 2022-23 Prof/Tech Services Contract with SWCD for U of MN Extension TAB 24
25.) Placeholder – 2022 Labor Contracts for Teamster Bargaining Units TAB 25

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

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.

The Chisago County Board of Commissioners encourage citizens to participate at Citizen's Forum 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. 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.



Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 1
Title of Item for Consideration: Final Contract Payment for CP MS-11-21 Chisago County's Microsurfacing Project	
Action Requested by: Joe Triplett, P.E.	Department: Chisago County Public Works
Previous Action on this Matter: Projects have been previously approved and awarded.	
Background: The final contract payment amount for the CP MS-11-21 Chisago County's Microsurfacing Project is \$209,485.86. The contract amount was \$209,485.86 and the total work certified amount was \$209,485.86. Attachment(s): Final Contract Voucher – CP MS-11-21 Chisago County's Microsurfacing Project (<i>available upon request</i>)	
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract Payment for CP MS-11-21 Chisago County's Microsurfacing Project. The following motion is suggested: <i>"Move to approve the CP MS-11-21 Chisago County's Microsurfacing Project Final payment."</i>	
Implications of Action: Board approval at tonight's meeting will allow the Public Works department to complete the CP MS-11-21 Chisago County's Microsurfacing Project. Budget/Financial Implications: None. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	
Administrator's Recommendation	
Approve <u></u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, November 03, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, November 03, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Robinson, Montzka. County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter were present.

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

Commissioner Greene offered a motion to approve the agenda. Motion seconded by Dunne. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the board moved to open the Health and Human Services Committee of the Whole at 6:31 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.

Public Health Administrator Courtney Wehrenberg presented the Community Health Board Report.

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 7:03 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:03 p.m.

END TIME – 7:06 p.m.

0 letters, 0 emails, # of **SPEAKERS** = 1

On motion by Montzka, seconded by Greene, 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 – MDH Comm. Health Board Grant 2022-2026 WIC
- 4.) HHS Committee Recommendation – Interagency Children's Services Collaborative
- 5.) HHS Committee Recommendation – Services Contract Solid Oak Financial Services
- 6.) HHS Committee Recommendation – Out of State Travel Request – Monthly Visit to CT
- 7.) HHS Committee Recommendation – Agreement with Resource Training and Solutions
- 8.) Payment of County's Warrants and Miscellaneous Bills

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

- 9.) Minutes from the October 20, 2021 Regular Meeting

On motion by Dunne, seconded by Greene, the Board moved to acknowledge and accept the notification of retirement of Ms. Janet Converse, Chisago County Recorder, and direct county staff to proceed in the development of transition/succession options for future Board consideration. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Greene, seconded by Robinson, the Board moved to approve a letter of support for East Central Energy – Broadband projects. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve the Dogwood Addition Final Plat located in Nessel Township, at 49150 Dogwood Avenue (PID #06.00553.00). 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 Montzka, seconded by Greene, the Board adjourned the meeting at 7:23 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chris DuBose, Chair

Attest:

Christina Vollrath
Clerk of the Board

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
November 17, 2021**

Item # **3**

Payment of County's Warrants & Miscellaneous Bills

County Warrants = \$341,166.33

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
11/12/2021	\$21,209.30		Commissioner's Warrants
11/12/2021	\$56,550.91	11/12/2021	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 4
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Transfer Funds	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None	
Background: All proceeds and costs from the tax forfeited land sales are collected into the Tax Forfeited Land Fund. The portion of the proceeds which are remitted to the local units of government are distributed from the Tax and Penalty Fund along with all other tax collections. Consequently, these funds need to be moved from the Tax Forfeited Land Fund to the Tax and Penalty Fund. Attachment(s): Transfer request	
Action Requested/Recommended: The County Board is respectfully requested to approve the above-noted transfer. The following motion is recommended; “Move to approve the transfer of funds from the tax forfeited land sales are collected into the Tax Forfeited Land Fund.”	
Implications of Action: If the transfer is approved the Tax Forfeited Land Fund and the Tax and Penalty Fund will have the appropriate balances. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in 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:	_____
	Nay _____
	Abstain _____

Request for Permanent Transfer of Funds

FUND FROM	FUND TO	REASON	AMOUNT
Tax Forefeit Land (Fund 72)	Tax and Penalty (Fund 71)	Transfer of Tax Forfeited Land Sale Proceeds for Distribution	\$198,349.22

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 5
Title of Item for Consideration: Resolution to Sell or Dispose of Abandoned Personal Property at Tax Forfeited Property	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Minnesota Statutes 282.04 authorizes the County Auditor-Treasurer, upon approval of the County Board, to take possession of personal property abandoned on tax forfeited property and to sell or dispose of the personal property. The Statute also allows the Auditor-Treasurer to contract with a third-party vendor to dispose of the personal property with your approval. It is respectfully requested that the County Board grant the Chisago County Auditor-Treasurer authority in accordance with Minnesota Statute to sale and/or disposal of abandoned personal property. Attachment(s): Draft Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve the above-noted resolution to Sell or Dispose of Abandoned Personal Property at Tax Forfeited Property. The following motion is recommended; <i>“Move to approve the Resolution to Sell or Dispose of Abandoned Personal Property at Tax Forfeited Property.”</i>	
Implications of Action: If the authorization is granted the Auditor-Treasurer will be able to dispose of abandoned personal property left at tax forfeit property. This will make some properties more marketable and enable us to sell the properties at auction easier and return them to the tax rolls. 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:	_____
	Nay _____
	Abstain _____

**Chisago County
Board of Commissioners**

**Resolution to Authorize County Auditor-Treasurer To
Sell or Dispose of Abandoned Personal Property
Found on Tax Forfeited Real Properties**

RESOLUTION NO. 21/1111-X

**RESOLUTION TO AUTHORIZE COUNTY AUDITOR-TREASURER TO
SELL OR DISPOSE OF ABANDONED PERSONAL PROPERTY FOUND ON TAX
FORFEITED REAL PROPERTIES**

WHEREAS, in order to preserve tax forfeited property and to insure against claims or injuries to the people that maintain, repair or view the premises, there is a need for the County to inspect properties taken by tax forfeiture and to, as appropriate, seize and sell or dispose of abandoned personal property found on tax forfeited property in accordance with Minnesota law; and

WHEREAS, Minnesota Statutes Section 282.04, Subd 2, (d) authorizes the County Auditor-Treasurer to, upon approval of the County Board, take possession of personal property abandoned on tax forfeited property and to sell or otherwise dispose of such abandoned personal property; and

WHEREAS, Minnesota Statutes Section 282.04, Subd 2, also authorizes the County Auditor-Treasurer to enter into contracts with third parties, upon approval of the County Board, to assist in the inspection of tax forfeited properties and the seizure, removal and sale or disposition of abandoned personal property found on tax forfeited properties.

BE IT RESOLVED, pursuant to Minnesota Statutes Section 282.04, Sub. 2 (d), the Board of Commissioners of Chisago County (the "County") authorizes the County Auditor-Treasurer to:

1. Seize personal property found on tax forfeited properties during inspections and dispose of debris and garbage found on the premises during inspection;
2. Dispose of or sell such personal property not claimed after expiration of a 28-day notification to the former owner, tax payer or any occupants of the premises at the time of tax forfeiture.
3. Dispose of any personal property not claimed after expiration of a 28-day notification to the former owner, tax payer or any occupants of the premises that has been determined as non-salvageable.

4. Sell such abandoned personal property by public sale and to sell at private sale any personal property not sold at a public sale for which public notice has first been given.
5. Enter into contracts with third-party vendors to assist with the inspection of tax forfeited property and removal, disposal and/or sale of abandoned personal property.

BE IT FURTHER RESOLVED that the authorizations provided in this resolution shall be standing approvals until repealed by resolution of the County Board of Commissioners.

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 6
Title of Item for Consideration: Authorizing Issuance and Sale of General Obligation Refunding Bonds, Series 2021a	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: At the October 12th Budget and Finance Meeting the B/F Committee determined it to be in the best interests of the County to issue its General Obligation Refunding Bonds, Series 2021A, in the principal amount of approximately \$12,560,000 (the "Bonds"), pursuant to Minnesota Statutes, Chapter 475 and Sections 373.40, 475.61, and 641.23, to refund in a current refunding and redeem on February 1, 2022, the (i) February 1, 2023 through February 1, 2026 maturities of the County's Taxable General Obligation Capital Improvement Plan Bonds, Series 2010B (Build America Bonds - Direct Payment), dated, as originally issued, as of August 17, 2010, and (ii) February 1, 2023 through February 1, 2032 maturities of the County's General Obligation Refunding Bonds, Series 2012B, dated, as originally issued, as of September 5, 2012. Attachment(s): • Resolution • Pre-Sale Summary 2022A • Baker Tilly Powerpoint from 10/12 Budget and Finance Meeting	
Action Requested/Recommended: The County Board is respectfully requested to approve the issuance and sale of General Obligation Refunding Bonds, Series 2021a. The following motion is recommended; <i>"Move to approve the resolution to authorize the Issuance and Sale of General Obligation Refunding Bonds, Series 2021a."</i>	
Implications of Action: If the bond refunding is approved, the County will save approximately \$700,000, over the course of the bond terms. 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:

Nay _____

Abstain _____

CERTIFICATION OF MINUTES RELATING TO
\$12,560,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

Issuer: Chisago County, Minnesota

Governing Body: Board of Commissioners

Kind, date, time and place of meeting: A regular meeting held on November 17, 2021, at 6:30 o'clock p.m. at the Chisago County Government Center in Center City, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF \$12,560,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

TERMS OF PROPOSAL

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on _____, 2021.

Clerk of the Board

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF \$12,560,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

BE IT RESOLVED by the Board of Commissioners (the "Board") of Chisago County, Minnesota (the "County"), as follows:

SECTION 1. PURPOSE. It is hereby determined to be in the best interests of the County to issue its General Obligation Refunding Bonds, Series 2021A, in the principal amount of approximately \$12,560,000 (the "Bonds"), pursuant to Minnesota Statutes, Chapter 475 and Sections 373.40, 475.61, and 641.23, to refund in a current refunding and redeem on February 1, 2022, the (i) February 1, 2023 through February 1, 2026 maturities of the County's Taxable General Obligation Capital Improvement Plan Bonds, Series 2010B (Build America Bonds - Direct Payment), dated, as originally issued, as of August 17, 2010, and (ii) February 1, 2023 through February 1, 2032 maturities of the County's General Obligation Refunding Bonds, Series 2012B, dated, as originally issued, as of September 5, 2012.

SECTION 2. TERMS OF PROPOSAL. Baker Tilly Municipal Advisors, LLC, municipal advisor to the County (the "Municipal Advisor"), has presented to this Board a form of Terms of Proposal for the Bonds which is attached hereto and hereby approved and shall be placed on file by the Clerk. Each and all of the provisions of the Terms of Proposal attached hereto are hereby adopted as the terms and conditions of the Bonds and of the sale thereof. The Municipal Advisor is hereby authorized, pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), to solicit proposals for the Bonds on behalf of the County on a negotiated basis.

SECTION 3. SALE MEETING. This Board shall meet at the time and place shown in the Terms of Proposal for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the County.

Adopted this _____ day of November, 2021.

Chair

Attest: _____
Clerk

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

THE COUNTY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$12,560,000*

CHISAGO COUNTY, MINNESOTA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by Chisago County, Minnesota (the "County") on Wednesday, December 15, 2021 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 225 South 6th Street, Suite 2300, Minneapolis, Minnesota, 55402, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the County Board of Commissioners at its meeting commencing at 6:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the County nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bondservice@bakertilly.com or by fax (651) 223-3046, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the County, its agents, nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents, nor PARITY[®] shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The County is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2022. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2023	\$2,800,000	2025	\$2,905,000	2027	\$215,000	2029	\$220,000	2031	\$225,000
2024	\$2,805,000	2026	\$2,720,000	2028	\$220,000	2030	\$220,000	2032	\$230,000

* *The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the County for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

Associated Trust Company, National Association, Green Bay, Wisconsin will service as Registrar (the "Registrar") for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The District will pay for the services of the registrar.

OPTIONAL REDEMPTION

The County may elect on February 1, 2031, and on any day thereafter, to redeem Bonds due on or after February 1, 2032. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to refund the (i) February 1, 2023 through February 1 2026 of the County's Taxable General Obligation Capital Improvement Plan Bonds, Series 2010B (Build America Bonds - Direct Pay), dated August 17, 2010, and (ii) February 1, 2023 through February 1 2032 maturities of the County's General Obligation Refunding Bonds, Series 2012B, dated September 5, 2012.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The County will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$12,459,520 plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the County requires bidders to agree to the following, and by submitting a proposal, each bidder agrees to the following.

If a proposal is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the "initial offering price") for each maturity as set forth in the proposal and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, third-party distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate "maturity," and "the public" does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a proposal is submitted for the bidder's own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the District to that effect at the time it submits its proposal and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the County shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule or (ii) the "hold-the-offering price" rule applies.

If the County advises the Purchaser that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser will be required to deliver to the County at or prior to closing a certification, substantially in the form attached hereto as Exhibit A, as to the reasonably expected initial offering price as of the award date.

If the County advises the Purchaser that the requirements for a competitive sale have not been satisfied, the hold-the-offering price rule will apply. The Purchaser shall (1) upon the request of the County confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier

of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the County a certification substantially in the form attached hereto as Exhibit B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the County pursuant hereto may be taken or received on behalf of the County by Baker Tilly MA.

Bidders should prepare their proposals on the assumption that the Bonds will be subject to the “hold-the-offering-price” rule. Any proposal submitted pursuant to the Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, and proposals submitted will not be subject to cancellation or withdrawal.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$125,600 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the County nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the County and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the County.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the County determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The County has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The County specifically reserves the right to reject any proposal specifying municipal bond insurance, even though such proposal may result in the lowest TIC to the County. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the County) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about January 19, 2022, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Dorsey & Whitney LLP of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the Purchaser shall be liable to the County for any loss suffered by the County by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the County as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bondservice@bakertilly.com. The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the County agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The County designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the County, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated November 17, 2021

BY ORDER OF THE COUNTY BOARD OF COMMISSIONERS

/s/ Bridgitte Konrad
County Auditor

EXHIBIT A

ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

\$[PRINCIPAL AMOUNT]
[BOND CAPTION]

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) *County* means [DESCRIBE ISSUER].

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (i.e., an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a

corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County[and BORROWER (the "Borrower")] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the County[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

—

Name: _____

—

Dated: [ISSUE DATE]

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

EXHIBIT B

ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS

\$[PRINCIPAL AMOUNT]
[BOND CAPTION]

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (“[SHORT NAME OF UNDERWRITER]”)[the “Representative”]), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Initial Offering Price of the Bonds.*** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule.*** [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) ***Holding Period*** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) ***County*** means [DESCRIBE ISSUER].

(c) ***Maturity*** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) ***Member of the Distribution Group*** means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in

the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (i.e., an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDEWRITING FIRM][the Representative’s] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County[and BORROWER (the “Borrower”)] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the County[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: _____

—

Name: _____

—

Dated: [ISSUE DATE]

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS
(Attached)

SCHEDULE B
PRICING WIRE
(Attached)

SCHEDULE C

**SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE
AT THE INITIAL OFFERING PRICE**

(Attached)

Chisago County, Minnesota Pre-Sale Summary for Issuance of Bonds

\$12,560,000 General Obligation Refunding Bonds, Series 2022A

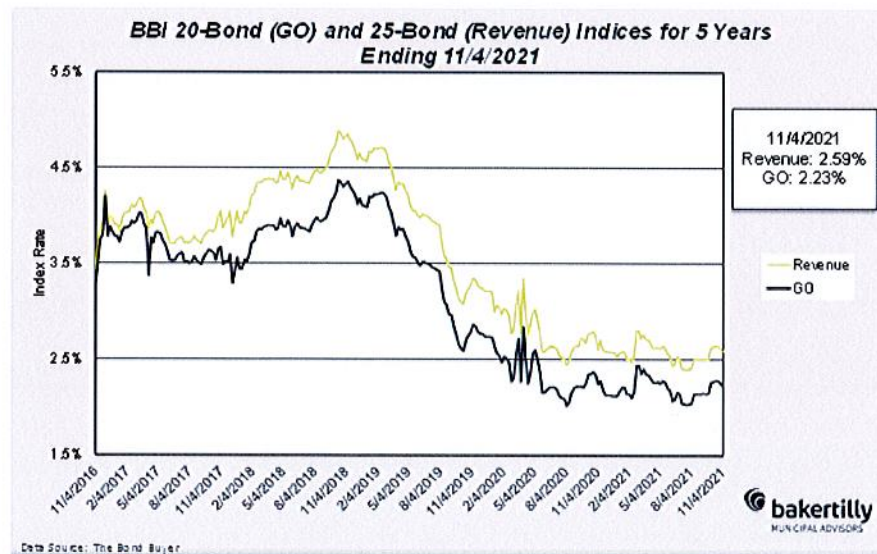
The Board has under consideration the issuance of bonds (the "Bonds") to refund certain maturities of two outstanding series of bonds of the County. These refunding transactions are being undertaken to achieve interest cost savings. This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

November 17, 2021	Board sets sale date and terms
Week of November 29, 2021	Rating conference is conducted
December 15, 2021, 10:00 a.m.	Competitive proposals are received
December 15, 2021, 6:30 p.m.	Board considers award of the Bonds
January 19, 2022	Proceeds are received
February 1, 2022	Refunded Bonds Redemption Date

RATING: An application will be made to S&P Global Ratings (S&P) for a rating on the Bonds. The County's general obligation debt is currently rated "AA" by S&P.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



PURPOSE: Proceeds of the Bonds will be used to redeem, in full, the (i) February 1, 2023 through February 1, 2026 maturities of the County's Taxable General Obligation Capital Improvement Plan Bonds, Series 2010B (Build America Bonds - Direct Pay), dated August 17, 2010 (the "Series 2010B Bonds") and (ii) February 1, 2023 through February 1, 2032 maturities of the County's General Obligation Refunding Bonds, Series 2012B, dated September 5, 2012 (the "Series 2012B Bonds") and together with the Series 2010B Bonds, the "Prior Bonds". The principal amount of the Prior Bonds being refunded, in total, is \$12,390,000.

The issuance of the Bonds is being conducted as a current refunding, in which the Prior Bonds will be redeemed within 90 days of settlement of the Bonds. The purpose of the refunding is to provide interest cost savings to the County.

PRIOR BONDS: Proceeds of the Prior Bonds were originally used as follows:

Series 2010B Bonds – were issued for the purpose of financing road improvements as outlined in the County's 2010 - 2015 Capital Improvement Plan.

The Series 2010B Bonds were originally issued as "Build America Bonds" or "BABs" as part of the American Recovery and Reinvestment Act (ARRA) of 2009. Under the ARRA, BABs were issued with a 35% direct payment tax credit. For the past eight years there has been a reduction in the tax credit as part of a 2013 presidential sequestration. For federal fiscal year 2022, that reduction amount is equal to 5.7%. As a result of this refunding transaction the BABs credit is eliminated. The savings estimates shown on the attached schedules are net of the direct payment federal credit on the Series 2010B Bonds assuming the reduced level resulting from sequestration.

Series 2012B Bonds – were issued to fund (i) a current refunding of the County's \$4,870,000 General Obligation Temporary Bonds, Series 2010A, dated May 5, 2010; (ii) a full net cash refunding of the outstanding maturities of the Chisago County Housing & Redevelopment Authority and Economic Development Authority's \$6,740,000 Public Project Revenue Bonds, Series 2004A (Chisago County Library Lease Obligation), dated August 1, 2004; and (iii) a full net cash refunding of the outstanding maturities of the County's \$14,500,000 General Obligation Capital Improvement Bonds, Series 2006A, dated May 16, 2006.

AUTHORITY: Statutory Authority: The Bonds are being issued pursuant to Minnesota Statute Chapter 475 and Sections 373.40 and 641.23.

Statutory Requirements

Pursuant to Minnesota Statutes, Section 373.40, counties may issue general obligation capital improvement plan bonds (CIP) as long as the maximum amount of the principal and interest to become due in any year on all outstanding CIP bonds issued under this authority does not exceed 0.12% of the County's estimated market value in the year the bonds are issued or sold. This statutory requirement was met at the time of the issuance of the Prior Bonds.

Pursuant to Minnesota Statutes, Section 641.23, counties may issue general obligation bonds related to financing of a jail as long as the maximum amount of the principal and interest to become due in any year on all outstanding debt issued under this authority does not exceed 0.09671% of the County's estimated market value in the year the bonds are issued or sold. This statutory requirement was met at the time of the issuance of the Series 2012B Bonds.

**SECURITY AND
SOURCE OF
PAYMENT:**

The Bonds are a general obligation of the County, secured by its full faith and credit and taxing power.

On February 1, 2022, the redemption date of the Prior Bonds, proceeds of the Bonds will be used to redeem the outstanding principal of the Prior Bonds in the amount of \$12,390,000.

The County will be required to make its regularly scheduled February 1, 2022 principal and interest payment on the Prior Bonds in the amount of \$2,810,685.63 with tax collections previously levied and collected for these payments. The table below shows the amount of the February 1, 2022 debt service payment on the Prior Bonds, which constitutes the principal amount of \$2,565,000 and accrued interest of \$245,685.63 as further detailed below:

Issue	2/1/2022 Principal	2/1/2022 Interest	2/1/2022 Total
Series 2010B Bonds	\$455,000.00	\$60,207.50	\$515,207.50
Series 2012B Bonds - Ref 2010A	185,000.00	35,328.13	220,328.13
Series 2012B Bonds - Ref 2004A	410,000.00	26,025.00	436,025.00
Series 2012B Bonds - Ref 2006A	1,515,000.00	124,125.00	1,639,125.00
Total	\$2,565,000.00	\$245,685.63	\$2,810,685.63

Since the February 1, 2022 debt service payment attributable to the Series 2010B Bonds will remain outstanding until it is paid, the direct payment tax credit will remain in place and receipt of the tax credit is expected in the approximate amount of \$19,871.48.

Upon completion of the sale of the Bonds, debt service tax levies equal to 105% of the principal and interest due on the Bonds will be certified to the County Auditor. The County made a levy in 2021 for collection in 2022 related to the Prior Bonds. Those tax collections and/or available County funds will be used to make the interest payments due on August 1, 2022 and February 1, 2023 for the Bonds. Thereafter, each year's tax levy collections will be used to make the interest payment due on August 1 of the collection year and the February 1 principal and interest payment due in the following year.

**STRUCTURING
SUMMARY:**

In consultation with County staff, the Bonds have been structured with terms matching that of the remaining terms of the respective purposes of the Prior Bonds to provide for approximately uniform annual debt service savings, by purpose. The table below provides the details of these refundings and projected savings given the current interest rate environment:

Series 2022A Bonds		
Prior Issue	2012B	2010B
Original Par	\$24,810,000	\$7,000,000
Refunded Maturities	2/1/23 - 2/1/32	2/1/23 - 2/1/26
Refunded Principal	\$10,245,000	\$2,145,000
Call Date	February 1, 2022	February 1, 2022
Projected Savings		
NFV \$	\$617,377	\$122,539
NPV \$	\$604,556	\$120,763
NPV/Refunded D/S	5.901%	5.089%
Average Annual	\$61,758	\$30,476

**SCHEDULES
ATTACHED:**

Schedules attached for the Bonds include:

- Sources and uses of funds
- Estimated debt service schedule as a whole and by purpose, based on the current interest rate environment
- Estimated debt service comparison, as a whole and by Prior Bond.
- Debt Service to Maturity and To Call by Prior Bonds purpose

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2032 may be prepaid at a price of par plus accrued interest on or after February 1, 2031.

Bank Qualification: The Bonds are being issued in amounts attributable to and in excess of its \$10 million annual limit and are, therefore, not designated as bank qualified.

Excess Premium/Unused Discount: The pricing of the Bonds may produce an amount of original issue premium or unused allowance for underwriter compensation that causes the amount of the Bond proceeds to be in excess of what is required to affect the refunding transaction. Any amount of surplus proceeds will be used, to the extent possible, to reduce the par amount of the Bonds and the underwriter compensation will be adjusted accordingly.

Post Issuance Compliance

**POST ISSUANCE
COMPLIANCE:**

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to

qualify for the exclusion. The County expects to meet the 6-month spending exception for the Bonds.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the County to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA") currently provides both arbitrage and continuing disclosure services to the County. Baker Tilly MA will work with County staff to include the Bonds under the existing Agreement for Municipal Advisor Services.

**SUPPLEMENTAL
INFORMATION
AND
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. 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. © 2021 Baker Tilly Municipal Advisors, LLC.

\$12,560,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2010B BABS and 2012B Bonds

Total Issue Sources And Uses**Dated 01/19/2022 | Delivered 01/19/2022**

	2010B BABS Refunding Portion	2012B Refunding - 2010A Portion	2012B Refunding - 2004A Portion	2012B Refunding - 2006A Portion	Issue Summary
Sources Of Funds					
Par Amount of Bonds.....	\$2,175,000.00	\$2,190,000.00	\$1,345,000.00	\$6,850,000.00	\$12,560,000.00
Total Sources.....	\$2,175,000.00	\$2,190,000.00	\$1,345,000.00	\$6,850,000.00	\$12,560,000.00
Uses Of Funds					
Deposit to Current Refunding Fund.....	2,145,000.00	2,160,000.00	1,325,000.00	6,760,000.00	12,390,000.00
Total Underwriter's Discount (0.800%).....	17,400.00	17,520.00	10,760.00	54,800.00	100,480.00
Costs of Issuance.....	11,964.23	12,046.74	7,398.58	37,680.45	69,090.00
Rounding Amount.....	635.77	433.26	1,841.42	(2,480.45)	430.00
Total Uses.....	\$2,175,000.00	\$2,190,000.00	\$1,345,000.00	\$6,850,000.00	\$12,560,000.00

\$12,560,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2010B BABS and 2012B Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2022	-	-	-	-
08/01/2022	-	-	33,228.00	33,228.00
02/01/2023	2,800,000.00	0.300%	31,151.25	2,831,151.25
08/01/2023	-	-	26,951.25	26,951.25
02/01/2024	2,805,000.00	0.350%	26,951.25	2,831,951.25
08/01/2024	-	-	22,042.50	22,042.50
02/01/2025	2,905,000.00	0.450%	22,042.50	2,927,042.50
08/01/2025	-	-	15,506.25	15,506.25
02/01/2026	2,720,000.00	0.600%	15,506.25	2,735,506.25
08/01/2026	-	-	7,346.25	7,346.25
02/01/2027	215,000.00	0.750%	7,346.25	222,346.25
08/01/2027	-	-	6,540.00	6,540.00
02/01/2028	220,000.00	0.900%	6,540.00	226,540.00
08/01/2028	-	-	5,550.00	5,550.00
02/01/2029	220,000.00	1.050%	5,550.00	225,550.00
08/01/2029	-	-	4,395.00	4,395.00
02/01/2030	220,000.00	1.150%	4,395.00	224,395.00
08/01/2030	-	-	3,130.00	3,130.00
02/01/2031	225,000.00	1.300%	3,130.00	228,130.00
08/01/2031	-	-	1,667.50	1,667.50
02/01/2032	230,000.00	1.450%	1,667.50	231,667.50
Total	\$12,560,000.00	-	\$250,636.75	\$12,810,636.75

Yield Statistics

Bond Year Dollars.....	\$38,443.67
Average Life.....	3.061 Years
Average Coupon.....	0.6519585%
Net Interest Cost (NIC).....	0.9133279%
True Interest Cost (TIC).....	0.9153252%
Bond Yield for Arbitrage Purposes.....	0.6492750%
All Inclusive Cost (AIC).....	1.1002281%
IRS Form 8038	
Net Interest Cost.....	0.6519585%
Weighted Average Maturity.....	3.061 Years

\$2,175,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2010B BABS

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2022	-	-	-	-
08/01/2022	-	-	5,032.00	5,032.00
02/01/2023	495,000.00	0.300%	4,717.50	499,717.50
08/01/2023	-	-	3,975.00	3,975.00
02/01/2024	495,000.00	0.350%	3,975.00	498,975.00
08/01/2024	-	-	3,108.75	3,108.75
02/01/2025	595,000.00	0.450%	3,108.75	598,108.75
08/01/2025	-	-	1,770.00	1,770.00
02/01/2026	590,000.00	0.600%	1,770.00	591,770.00
Total	\$2,175,000.00	-	\$27,457.00	\$2,202,457.00

Yield Statistics

Bond Year Dollars.....	\$5,702.50
Average Life.....	2.622 Years
Average Coupon.....	0.4814906%
Net Interest Cost (NIC).....	0.7866199%
True Interest Cost (TIC).....	0.7905416%
Bond Yield for Arbitrage Purposes.....	0.6492750%
All Inclusive Cost (AIC).....	1.0052217%

IRS Form 8038

Net Interest Cost.....	0.4814906%
Weighted Average Maturity.....	2.622 Years

\$2,190,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2012B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2022	-	-	-	-
08/01/2022	-	-	9,785.33	9,785.33
02/01/2023	215,000.00	0.300%	9,173.75	224,173.75
08/01/2023	-	-	8,851.25	8,851.25
02/01/2024	215,000.00	0.350%	8,851.25	223,851.25
08/01/2024	-	-	8,475.00	8,475.00
02/01/2025	215,000.00	0.450%	8,475.00	223,475.00
08/01/2025	-	-	7,991.25	7,991.25
02/01/2026	215,000.00	0.600%	7,991.25	222,991.25
08/01/2026	-	-	7,346.25	7,346.25
02/01/2027	215,000.00	0.750%	7,346.25	222,346.25
08/01/2027	-	-	6,540.00	6,540.00
02/01/2028	220,000.00	0.900%	6,540.00	226,540.00
08/01/2028	-	-	5,550.00	5,550.00
02/01/2029	220,000.00	1.050%	5,550.00	225,550.00
08/01/2029	-	-	4,395.00	4,395.00
02/01/2030	220,000.00	1.150%	4,395.00	224,395.00
08/01/2030	-	-	3,130.00	3,130.00
02/01/2031	225,000.00	1.300%	3,130.00	228,130.00
08/01/2031	-	-	1,667.50	1,667.50
02/01/2032	230,000.00	1.450%	1,667.50	231,667.50
Total	\$2,190,000.00	-	\$126,851.58	\$2,316,851.58

Yield Statistics

Bond Year Dollars.....	\$12,243.00
Average Life.....	5.590 Years
Average Coupon.....	1.0361152%

Net Interest Cost (NIC).....	1.1792173%
True Interest Cost (TIC).....	1.1808574%
Bond Yield for Arbitrage Purposes.....	0.6492750%
All Inclusive Cost (AIC).....	1.2842469%

IRS Form 8038

Net Interest Cost.....	1.0361152%
Weighted Average Maturity.....	5.590 Years

\$1,345,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2012B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2022	-	-	-	-
08/01/2022	-	-	2,630.67	2,630.67
02/01/2023	450,000.00	0.300%	2,466.25	452,466.25
08/01/2023	-	-	1,791.25	1,791.25
02/01/2024	445,000.00	0.350%	1,791.25	446,791.25
08/01/2024	-	-	1,012.50	1,012.50
02/01/2025	450,000.00	0.450%	1,012.50	451,012.50
Total	\$1,345,000.00	-	\$10,704.42	\$1,355,704.42

Yield Statistics

Bond Year Dollars.....	\$2,734.83
Average Life.....	2.033 Years
Average Coupon.....	0.3914103%
Net Interest Cost (NIC).....	0.7848529%
True Interest Cost (TIC).....	0.7891163%
Bond Yield for Arbitrage Purposes.....	0.6492750%
All Inclusive Cost (AIC).....	1.0652793%

IRS Form 8038

Net Interest Cost.....	0.3914103%
Weighted Average Maturity.....	2.033 Years

\$6,850,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2012B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2022	-	-	-	-
08/01/2022	-	-	15,780.00	15,780.00
02/01/2023	1,640,000.00	0.300%	14,793.75	1,654,793.75
08/01/2023	-	-	12,333.75	12,333.75
02/01/2024	1,650,000.00	0.350%	12,333.75	1,662,333.75
08/01/2024	-	-	9,446.25	9,446.25
02/01/2025	1,645,000.00	0.450%	9,446.25	1,654,446.25
08/01/2025	-	-	5,745.00	5,745.00
02/01/2026	1,915,000.00	0.600%	5,745.00	1,920,745.00
Total	\$6,850,000.00	-	\$85,623.75	\$6,935,623.75

Yield Statistics

Bond Year Dollars.....	\$17,763.33
Average Life.....	2.593 Years
Average Coupon.....	0.4820252%
Net Interest Cost (NIC).....	0.7905259%
True Interest Cost (TIC).....	0.7944848%
Bond Yield for Arbitrage Purposes.....	0.6492750%
All Inclusive Cost (AIC).....	1.0115592%
IRS Form 8038	
Net Interest Cost.....	0.4820252%
Weighted Average Maturity.....	2.593 Years

\$2,175,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2010B BABS

Debt Service Comparison

Date	Total P+I	Expenses	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	(19,871.48)	515,207.50	495,336.02	495,336.02	-
02/01/2023	504,749.50	-	-	504,749.50	532,564.46	27,814.96
02/01/2024	502,950.00	-	-	502,950.00	533,545.76	30,595.76
02/01/2025	601,217.50	-	-	601,217.50	633,592.48	32,374.98
02/01/2026	593,540.00	-	-	593,540.00	624,658.02	31,118.02
Total	\$2,202,457.00	(19,871.48)	\$515,207.50	\$2,697,793.02	\$2,819,696.74	\$121,903.72

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	121,903.72
Gross PV Debt Service Savings.....	207,442.32
Effects of changes in Expenses.....	(87,315.55)
Net PV Cashflow Savings @ 0.649%(Bond Yield).....	120,126.77
Contingency or Rounding Amount.....	635.77
Net Future Value Benefit.....	\$122,539.49
Net Present Value Benefit.....	\$120,762.54
Net PV Benefit / \$2,372,965.30 PV Refunded Debt Service.....	5.089%
Net PV Benefit / \$2,145,000 Refunded Principal.....	5.630%

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022

\$2,190,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2012B

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	220,328.13	220,328.13	220,328.13	-
02/01/2023	233,959.08	-	233,959.08	255,106.26	21,147.18
02/01/2024	232,702.50	-	232,702.50	254,406.26	21,703.76
02/01/2025	231,950.00	-	231,950.00	253,556.26	21,606.26
02/01/2026	230,982.50	-	230,982.50	252,556.26	21,573.76
02/01/2027	229,692.50	-	229,692.50	251,406.26	21,713.76
02/01/2028	233,080.00	-	233,080.00	255,106.26	22,026.26
02/01/2029	231,100.00	-	231,100.00	253,506.26	22,406.26
02/01/2030	228,790.00	-	228,790.00	251,756.26	22,966.26
02/01/2031	231,260.00	-	231,260.00	254,856.26	23,596.26
02/01/2032	233,335.00	-	233,335.00	252,656.26	19,321.26
Total	\$2,316,851.58	\$220,328.13	\$2,537,179.71	\$2,755,240.73	\$218,061.02

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	218,061.02
Gross PV Debt Service Savings.....	210,785.26
Net PV Cashflow Savings @ 0.649%(Bond Yield).....	210,785.26
Contingency or Rounding Amount.....	433.26
Net Future Value Benefit.....	\$218,494.28
Net Present Value Benefit.....	\$211,218.52
Net PV Benefit / \$2,446,684.61 PV Refunded Debt Service.....	8.633%
Net PV Benefit / \$2,160,000 Refunded Principal.....	9.779%

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022

\$1,345,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2012B

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	436,025.00	436,025.00	436,025.00	-
02/01/2023	455,096.92	-	455,096.92	469,750.00	14,653.08
02/01/2024	448,582.50	-	448,582.50	466,850.00	18,267.50
02/01/2025	452,025.00	-	452,025.00	468,650.00	16,625.00
Total	\$1,355,704.42	\$436,025.00	\$1,791,729.42	\$1,841,275.00	\$49,545.58

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	49,545.58
Gross PV Debt Service Savings.....	48,996.24
Net PV Cashflow Savings @ 0.649%(Bond Yield).....	48,996.24
Contingency or Rounding Amount.....	1,841.42
Net Future Value Benefit.....	\$51,387.00
Net Present Value Benefit.....	\$50,837.66
Net PV Benefit / \$1,387,004.90 PV Refunded Debt Service.....	3.665%
Net PV Benefit / \$1,325,000 Refunded Principal.....	3.837%

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022

\$6,850,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2022A
Current Refunding of 2012B

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2022	-	1,639,125.00	1,639,125.00	1,639,125.00	-
02/01/2023	1,670,573.75	-	1,670,573.75	1,757,800.00	87,226.25
02/01/2024	1,674,667.50	-	1,674,667.50	1,761,150.00	86,482.50
02/01/2025	1,663,892.50	-	1,663,892.50	1,753,000.00	89,107.50
02/01/2026	1,926,490.00	-	1,926,490.00	2,013,650.00	87,160.00
Total	\$6,935,623.75	\$1,639,125.00	\$8,574,748.75	\$8,924,725.00	\$349,976.25

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	349,976.25
Gross PV Debt Service Savings.....	344,980.39
Net PV Cashflow Savings @ 0.649%(Bond Yield).....	344,980.39
Contingency or Rounding Amount.....	(2,480.45)
Net Future Value Benefit.....	\$347,495.80
Net Present Value Benefit.....	\$342,499.94
Net PV Benefit / \$7,165,549.40 PV Refunded Debt Service.....	4.780%
Net PV Benefit / \$6,760,000 Refunded Principal.....	5.067%

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022

\$7,000,000

Chisago County, Minnesota
Taxable General Obligation Capital Improvement Bonds, Series 2010B
(Build America Bonds - Direct Payment)

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
01/19/2022	-	-	-	-	-	-
02/01/2022	2,145,000.00	2,145,000.00	-	4.300%	-	-
08/01/2022	-	-	-	-	50,425.00	50,425.00
02/01/2023	-	-	465,000.00	4.500%	50,425.00	515,425.00
08/01/2023	-	-	-	-	39,962.50	39,962.50
02/01/2024	-	-	480,000.00	4.650%	39,962.50	519,962.50
08/01/2024	-	-	-	-	28,802.50	28,802.50
02/01/2025	-	-	595,000.00	4.750%	28,802.50	623,802.50
08/01/2025	-	-	-	-	14,671.25	14,671.25
02/01/2026	-	-	605,000.00	4.850%	14,671.25	619,671.25
Total	\$2,145,000.00	\$2,145,000.00	\$2,145,000.00	-	\$267,722.50	\$2,412,722.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	1/19/2022
Average Life.....	2.658 Years
Average Coupon.....	4.6956503%
Weighted Average Maturity (Par Basis).....	2.658 Years
Weighted Average Maturity (Original Price Basis).....	2.658 Years

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022

\$3,840,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2012B

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
01/19/2022	-	-	-	-	-	-
02/01/2022	2,160,000.00	2,160,000.00	-	3.000%	0.00	0.00
08/01/2022	-	-	-	-	32,553.13	32,553.13
02/01/2023	-	-	190,000.00	3.000%	32,553.13	222,553.13
08/01/2023	-	-	-	-	29,703.13	29,703.13
02/01/2024	-	-	195,000.00	3.000%	29,703.13	224,703.13
08/01/2024	-	-	-	-	26,778.13	26,778.13
02/01/2025	-	-	200,000.00	3.000%	26,778.13	226,778.13
08/01/2025	-	-	-	-	23,778.13	23,778.13
02/01/2026	-	-	205,000.00	3.000%	23,778.13	228,778.13
08/01/2026	-	-	-	-	20,703.13	20,703.13
02/01/2027	-	-	210,000.00	3.000%	20,703.13	230,703.13
08/01/2027	-	-	-	-	17,553.13	17,553.13
02/01/2028	-	-	220,000.00	3.000%	17,553.13	237,553.13
08/01/2028	-	-	-	-	14,253.13	14,253.13
02/01/2029	-	-	225,000.00	3.000%	14,253.13	239,253.13
08/01/2029	-	-	-	-	10,878.13	10,878.13
02/01/2030	-	-	230,000.00	3.000%	10,878.13	240,878.13
08/01/2030	-	-	-	-	7,428.13	7,428.13
02/01/2031	-	-	240,000.00	3.000%	7,428.13	247,428.13
08/01/2031	-	-	-	-	3,828.13	3,828.13
02/01/2032	-	-	245,000.00	3.125%	3,828.13	248,828.13
Total	\$2,160,000.00	\$2,160,000.00	\$2,160,000.00	-	\$374,912.60	\$2,534,912.60

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	1/19/2022
Average Life.....	5.772 Years
Average Coupon.....	3.0072399%
Weighted Average Maturity (Par Basis).....	5.772 Years
Weighted Average Maturity (Original Price Basis).....	5.710 Years

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022

\$4,885,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2012B

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
01/19/2022	-	-	-	-	-	-
02/01/2022	1,325,000.00	1,325,000.00	-	3.000%	-	-
08/01/2022	-	-	-	-	19,875.00	19,875.00
02/01/2023	-	-	430,000.00	3.000%	19,875.00	449,875.00
08/01/2023	-	-	-	-	13,425.00	13,425.00
02/01/2024	-	-	440,000.00	3.000%	13,425.00	453,425.00
08/01/2024	-	-	-	-	6,825.00	6,825.00
02/01/2025	-	-	455,000.00	3.000%	6,825.00	461,825.00
Total	\$1,325,000.00	\$1,325,000.00	\$1,325,000.00	-	\$80,250.00	\$1,405,250.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	1/19/2022
Average Life.....	2.052 Years
Average Coupon.....	2.9512718%
Weighted Average Maturity (Par Basis).....	2.052 Years
Weighted Average Maturity (Original Price Basis).....	2.042 Years

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022

\$14,705,000

Chisago County, Minnesota
General Obligation Refunding Bonds, Series 2012B

Debt Service To Maturity And To Call

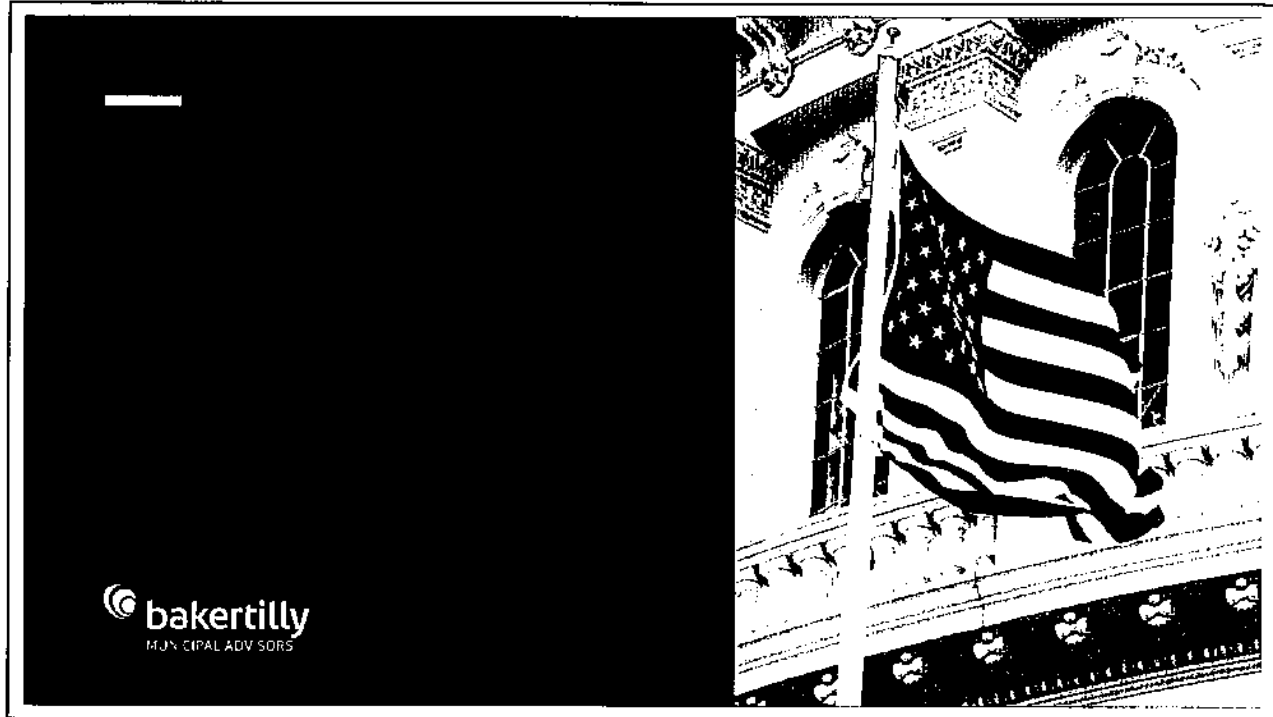
Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
01/19/2022	-	-	-	-	-	-
02/01/2022	6,760,000.00	6,760,000.00	-	3.000%	-	-
08/01/2022	-	-	-	-	101,400.00	101,400.00
02/01/2023	-	-	1,555,000.00	3.000%	101,400.00	1,656,400.00
08/01/2023	-	-	-	-	78,075.00	78,075.00
02/01/2024	-	-	1,605,000.00	3.000%	78,075.00	1,683,075.00
08/01/2024	-	-	-	-	54,000.00	54,000.00
02/01/2025	-	-	1,645,000.00	3.000%	54,000.00	1,699,000.00
08/01/2025	-	-	-	-	29,325.00	29,325.00
02/01/2026	-	-	1,955,000.00	3.000%	29,325.00	1,984,325.00
Total	\$6,760,000.00	\$6,760,000.00	\$6,760,000.00	-	\$525,600.00	\$7,285,600.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	1/19/2022
Average Life.....	2.625 Years
Average Coupon.....	2.9619055%
Weighted Average Maturity (Par Basis).....	2.625 Years
Weighted Average Maturity (Original Price Basis).....	2.606 Years

Refunding Bond Information

Refunding Dated Date.....	1/19/2022
Refunding Delivery Date.....	1/19/2022



1



Background – Outstanding Bonds and Call Dates

Issue Name	Purpose	Original Par	Call Date	Final Maturity	Highest Coupon	Lowest Coupon
2010B G.O. Capital Improvement Bonds (BABS)	Street Improvements	\$7,000,000	02/01/2019	02/01/2026	4.85%	1.70%
2011A G.O. HRA Refunding Bonds (2003C)	Bayview Senior Housing	\$1,265,000	01/01/2022	01/01/2033	3.75%	1.10%
2012B G.O. Refunding Bonds (10A, 04A, HRA, 06A)	Jail, Library, HHS & Highway	\$23,430,000	02/01/2022	02/01/2032	3.10%	2.00%
2014A G.O. HRA Refunding Bonds (2005A)	Rush Estates Senior Housing	\$1,590,000	01/01/2023	01/01/2035	3.00%	2.00%
2015A G.O. Refunding Bonds (2010C)	800 Mini Racos	\$9,600,000	02/01/2024	02/01/2031	3.25%	2.30%
2016A G.O. Jail Bonds	County Jail	\$9,685,000	02/01/2025	02/01/2032	3.60%	2.00%
2017A G.O. Jail Bonds	County Jail	\$9,660,000	02/01/2025	02/01/2031	3.60%	2.00%

Options when bonds are callable:

- 1) Refinance for interest cost savings (refund)
- 2) Pay off all or a portion
- 3) Restructure repayments
- 4) Do nothing

2

2



Outstanding Principal

Series 2012B Bonds					Series 2010B Total	Total Refunded
Year	2010A Jail	2004A Library	2006A Hwy & HHS	Total		
2023	185,000	435,000	1,585,000	2,205,000	465,000	2,670,000
2024	190,000	450,000	1,620,000	2,260,000	480,000	2,740,000
2025	195,000	460,000	1,660,000	2,315,000	595,000	2,910,000
2026	200,000	-	1,960,000	2,160,000	605,000	2,765,000
2027	205,000	-	-	205,000	-	205,000
2028	210,000	-	-	210,000	-	210,000
2029	215,000	-	-	215,000	-	215,000
2030	220,000	-	-	220,000	-	220,000
2031	225,000	-	-	225,000	-	225,000
2032	230,000	-	-	230,000	-	230,000
Total	\$2,075,000	\$1,345,000	\$6,825,000	\$10,245,000	\$2,145,000	\$12,390,000

3

3



Annual Savings Estimates

Series 2012B Bonds			
Date	Existing P&I	Est New P&I	Estimated Savings
02/01/2023	2,482,656	2,419,891	62,765
02/01/2024	2,482,406	2,419,255	63,151
02/01/2025	2,475,206	2,410,943	64,264
02/01/2026	2,266,206	2,205,255	60,951
02/01/2027	251,406	187,175	64,231
02/01/2028	255,106	190,863	64,244
02/01/2029	253,506	189,243	64,264
02/01/2030	251,756	192,353	59,404
02/01/2031	254,856	195,225	59,631
02/01/2032	252,656	192,755	59,901
Total	\$11,225,763	\$10,602,956	\$622,807

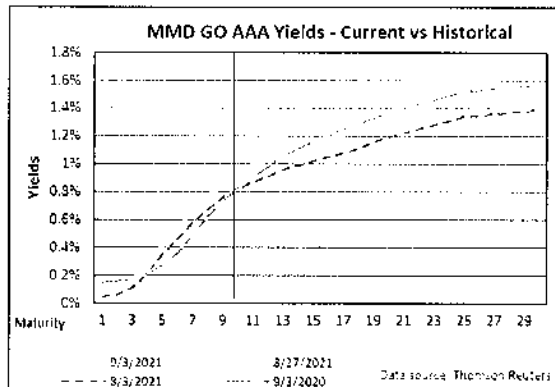
Series 2010B Bonds			
Date	Existing P&I	Est New P&I	Estimated Savings
02/01/2023	530,553	511,177	19,376
02/01/2024	531,951	508,080	23,871
02/01/2025	632,443	606,330	26,113
02/01/2026	624,073	608,630	15,443
02/01/2027	-	-	-
02/01/2028	-	-	-
02/01/2029	-	-	-
02/01/2030	-	-	-
02/01/2031	-	-	-
02/01/2032	-	-	-
Total	\$2,319,020	\$2,234,217	\$84,803

- Approximately \$700,000 savings.

4

4

Interest Rate Environment



- Municipal Market Data (MMD) is primary municipal bond index.
- Only concerned about maturity years 1-10.
- Small increase in September 2021 due to inflation concerns.

5

5

Other Topics

- Fees: If process begins and savings disappear, there is no cost to the County
- Interest Rates:
 - Limited interest rate risk since most bonds are paid off within four years and all bonds are paid in 10 years.
- Refunding bonds would not be callable.
- No referendum or public hearing required.

6

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Next Steps – Bond Sale Calendar

Date	Event
November 5, 2021	Finalize refinancing plan
November 17, 2021	Board “authorizes” bond sale / sets day of sale / approves plan
Week of November 29, 2021	Credit Rating call with Standard & Poor’s
December 15, 2021	Competitive bond sale / Board considers bids
January 19, 2022	Receipt of Bond proceeds
February 1, 2022	Series 2010B & 2012B Bonds are paid off

#7



**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: November 10, 2021
Re: **November 17, 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 November 17, 2021, Board meeting.

Action Items:

1. Receive Directors Report
2. Tony Zerwas Preliminary Plat Amador Hilltop Estates
3. Paul and Jenny Steward Preliminary Plat Steward Hills Estates
4. Keith Johnson / Johnson CSG 2, LLC Interim Use Permit Community Solar Garden
5. Joint Powers Agreement between Chisago County and Isanti County for HHW Collection
6. 2022 Service Contract Between Chisago SWCD/ Chisago County Lakes Improvement District
7. General Engineering and Services Agreement for 2022 Services Between Chisago County Lakes Improvement District and Emmons & Oliver Resources, Inc.
8. Services Agreement for East Metro Water Resource Education Program Between Chisago County Lakes Improvement District and Washington Conservation District

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for December 2, 2021 at 6:00 pm. at the Government Center (*Note adjusted date/time due to holiday conflict). The Board will also meet on November 1, at 8:15 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Item(s) for consideration include:

Old Business:

1. **Larry and Barb Emmerich** – Property at 50560 Bayside Avenue, Nessel Township; Sec. 21, T. 37, R. 22, (PID# 06.00928.00). Larry and Barb Emmerich are requesting a variance to add onto an existing non-conforming garage closer to the road than the required setback and exceed the

impervious surface requirement in the RRI Zoning District.

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, December 2, 2021, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on November 30, 2021, at 8:00 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Items for consideration include:

1. **Robert and Michelle Smith** – Robert and Michelle Smith, applicants, are requesting a Rezoning of their parcel from Rural Residential II (RR2) District to Agricultural (AG) District. The property is located at 12492 316th Street, Chisago Lake Township, S28, T34, R20 (PID# 02.01314.00).

Old Business:

1. **Kelsey Zaavedra**– Property at 40422 Oriole Avenue, Amador Township; Sec. 11, T. 35, R. 20, (PID# 01.00233.20). Kelsey Zaavedra, owner of Heirloomista, is requesting a Conditional Use Permit to operate a small-scale recreational campground and operate a farmstead product as Rural Retail Tourism. (October 20, 2021 County Board Referral Extended Review)
2. Commercial Shooting Range Ordinance Discussion Staff/Attorney Report
3. Land Use Request Tour Protocol – Draft Best Practices

General Department Informational Item(s):

Construction & permit activity continues at what has been a typical seasonal pace, Year-To-Date (YTD) revenue as of November 5th is 102% of projected in excess of \$826,000. The October Year to Date permit activity data is provided as *attached*.

The County HHW facility continues with record participation and workflow challenges. Most recent Monday collection days have garnered over 90 individual drop offs which equates to a customer every 5- 6 minutes needing registration, loading, unloading and product classification and safety protocols processing. The facility just Wednesday of this week (last week at time of your meeting) was inspecting by the MPCA household hazardous waste specialty division staff and we expect review letters and recommendations on facility operations soon. This was a voluntary inspection set up by SW Administrator Thibodeau and Coordinator Dennison.

Swedish Immigrant Regional Trail has been closed this week with postings at all public trail entrance points. Closure is due to safety concerns and landowner agreements to keep this rural regional trail safe as fall large game (deer) hunting seasons are carried out by many area landowners.

Department staff along with County Attorney's office guidance are generating a draft "Land Use Request Tour Protocol/Best Practices" document for discussion with the Planning Commission and Board of Adjustment and Appeals at upcoming meetings. Staff anticipates this will be a useful training and guidance document that the Commission(s) may choose to recommend be included in the annual policies and procedures resolution review and approval from the County Board. Please request copy if you'd like to see the early draft document.

The first Staff meeting with Bolton & Menk to initiate Ordinance Update process is occurring on 11/23 followed by a much anticipated full work session with the Planning Commission on December 9th.

October 2021 Building Report:

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	
	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Sept	YTD
Amador	1	2	2	13	0	4	0	2	0	7	0	0	0	3	1	12
Center City	1	4	3	20	0	5	0	2	0	9	0	0	0	0	0	0
Chisago City	8	30	11	123	3	50	2	10	1	8	0	0	0	6	1	24
Chisago Lake	3	15	19	99	4	28	3	25	0	0	0	0	2	19	6	61
Fish Lake	3	12	4	29	1	12	2	9	0	1	0	0	0	5	2	32
Franconia	0	3	2	24	0	11	2	13	0	2	0	0	2	7	6	24
Harris	0	2	1	9	0	3	1	4	1	2	0	0	2	5	1	8
Lindstrom	1	11	8	91	5	35	1	7	2	9	0	1	1	1	1	1
Nessel	2	13	2	28	0	6	1	7	0	0	0	0	2	13	1	30
Rush City	2	15	2	25	0	5	0	4	0	4	0	0	0	0	0	0
Rushseba	0	3	1	9	0	1	0	2	0	0	0	0	0	3	1	12
Shafer	0	2	1	8	0	5	2	7	0	1	0	0	0	4	0	11
Sunrise	3	14	2	25	0	13	5	15	0	2	0	0	0	3	1	23
TOTAL:	24	126	58	503	13	178	19	107	4	45	0	1	9	69	21	238
Year to Year Comparison	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD
2020	9	104	71	605	19	183	10	111	3	25	0	0	19	78	49	324
2019	13	122	117	689	34	181	12	107	7	40	0	0	12	69	19	209
2018	17	131	144	576	18	133	10	95	9	37	0	3	8	88	16	209
2017	18	134	66	513	19	161	8	99	1	27	0	3	12	62	15	208

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
November 4, 2021 - DRAFT

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, November 4, 2021 at the Chisago County Government Center.

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

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: Shellene Johnson, Chip Yeager, Jim McCarthy, Frank Storm, John Sutcliffe, Kelly Corbin, and Dave Whitney. Also present: Ex Officio: County Commissioner Chris DuBose. A quorum was established with members present.

APPROVAL OF AGENDA – Motion to approve the agenda made by Frank Storm. Second by John Sutcliffe. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none.

APPROVAL OF MINUTES – Motion to approve the October 7, 2021 minutes by Dave Whitney. Second by Jim McCarthy. Dave Whitney suggested an edit to the minutes; following discussion he withdrew his suggestion. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none.

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 Chip Yeager. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none. Meeting materials distributed in advance to the Planning Commission for their review included: Staff Reports with attachments, Staff Report from Director Schneider with attachments, Johnson 2 Staff Report with updated Decommissioning Table, Correspondence from Mr. Zerwas, Correspondence from Ms. Kuehn on behalf of Ms. Zaavedra, Commissioner Whitney's Zaavedra's Suggested Additional Conditions and Tour Notes, Correspondence from Chisago Lakes Sportsman's Club, and Commissioner McCarthy Provision for Noise. Copies of all correspondence and meeting materials were made available for electronic distribution and at the entrance of the meeting room.

Public Hearing Items:

Paul and Jenny Steward – The subject site is in the Agricultural District and located at 15765 392nd Street, Amador Township, S13, T35, R20 (PID# 01.00254.00). Paul and Jenny Steward, applicants, are seeking approval of the Preliminary Plat of Steward Hills Estates. The subject site is 20.03 acres in size and the proposed plat includes three parcels. Coordinator Thorp presented background information on the Steward's application. The parcel is zoned Agricultural (AG), with a proposed subdivision of three lots. Two lots are five acres and the third lot is ten acres. All proposed parcels have at least 300 feet of frontage on 392nd Street and meets all other AG dimensional standards. A Conditional Use Permit (CUP) was granted for a commercial dog kennel in August 2012. The preliminary plat will alter the parcel which the CUP was granted. Property owners will be required to apply for a CUP Amendment if they wish to continue operating the kennel to update from the whole 20 acres to Lot 2 (5 acres). The CUP Amendment would be required prior to or concurrently with the Final Plat process. A second option, the property owners could surrender their CUP. Technical Review Committee met on October 13, 2021 and the proposed preliminary plat complies with and is consistent with the intent of the Zoning and Subdivision Ordinances. Amador Township Board recommended approval with no

conditions at their October 19, 2021 meeting. Mr. Steward was present to address questions and concerns. Chair Johnson asked Mr. Steward and each Planning Commission member for additional questions and comments. Mr. Steward highlighted his commercial kennel CUP and indicated he currently has a total of five dogs; two dogs are elderly and near the end of their life expectancy. Mr. Steward is considering breeding one more litter prior to final plat. Current ordinance indicates a kennel cannot exceed three or more dogs. Mr. Steward is not interested in the CUP Amendment process and would surrender the commercial kennel CUP. Steward requested to be allowed to exceed the limit of three dogs until his two elderly dogs pass away, instead of being out of compliance with the ordinance. Jim McCarthy discussed performance standards that have been added to kennel CUPs since Mr. Steward's 2012 CUP approval. Discussion between Board and staff was held to assist Mr. Steward to be in compliance with the ordinance and surrender of his CUP.

Chair Johnson opened the public hearing and sought comment.

Susan Sandberg, 415 Osceola Avenue South – I do not envy your jobs. People from the cities come here for retirement and value their privacy. People here value their land they have held onto for so long. I do not envy the Planning Commission or County Board of regulating the transition of low density rural agricultural land to suburbia.

With no additional person wishing to speak, ***motion*** by John Sutcliffe to close the public hearing. Second by Chip Yeager. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none. Each Planning Commission member was asked for additional questions and comments. Board continued discussion on surrendering the CUP within a designated timeframe. ***Motion*** by Jim McCarthy to adopt Resolution No. PC2021-1101, a resolution recommending approval of the Preliminary Plat of Steward Hills Estates at 15765 392nd Street, PID#01.00254.00 with the following conditions:

1. The Preliminary Plat is approved per plat drawing dated signed September 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall surrender the August 2012 Conditional Use Permit allowing a Commercial Dog Kennel at 15765 392nd Street (PID 01.00254.00) and reduce the number of dogs on site to three within 12 months of Final Plat approval.
3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Second by Dave Whitney. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none. Chip Yeager noted this was the first preliminary plat approved under the updated ordinance with the new buildable area standards.

Keith Johnson / Johnson CSG 2, LLC – The subject site is in the Agricultural District and is generally located west of Oasis Road/County Road 9 and south of 375th Street, Sunrise Township, S28, T35, R20 (PID#

09.00303.10). Johnson CSG2, LLC, applicant, on behalf of Keith Johnson, property owner, is requesting an Interim Use Permit for a Community Solar Garden within ¼ mile (on the same property) as an existing solar array. Coordinator Thorp presented background information on the Johnson application. The site is currently developed with two solar energy systems. An administrative permit was issued in June 2017 for the first solar array, along the west property line along County Road 11. In April 2019, a second IUP solar array was approved to be placed directly east of the existing array along County Road 11. The third solar array on this property was issued November 2019 and placed south of the existing arrays with access along Oasis Road. In April 2020, the second array became null and void because it had not been acted upon within twelve months of the issued date. The property as it exists today has land use approval for two solar arrays identified as projects #1 and #3 which have been acted upon and remain valid. The requested IUP project remains similar to what was previously approved in April 2019. Johnson CSG2, LLC, applicant, on behalf of Keith Johnson, applied for a variance to allow the construction of a community solar garden array closer to the centerlines of County Roads 11 and 9 (375th St. / Oasis Rd.) then allowed by the Chisago County Zoning Ordinance. The variance was approved on September 30, 2021 as noted on the site plan, Plan Sheet PV1 dated received September 29, 2021. Coordinator Thorp identified two concerns, including the decommission plan and the landscape plan. Thorp reported the decommission plan included 100% for removal and restoration, but should be 125%. Thorp also stated that while the applicant provided a landscape plan, it did not appear to be provided by a landscape engineer or certified arborist as required by the Zoning Ordinance. Technical Review Committee met on September 8, 2021 and incorporated comments from the Wetland Specialist in the conditions of approval, there were no concerns identified by the committee. Sunrise Township Board recommended denial due to road setbacks being far removed from current ordinance and decommissioning cost was far too short of 125% at their September 9, 2021 meeting.

Mr. Johnson, AJ Armstrong, Gordian Energy Systems and Aaron Knoll, Attorney from Greene Espel PLLP law firm were present to address questions and concerns. Chair Johnson asked the applicant and each Planning Commission member for additional questions and comments. Mr. Johnson reviewed his water quality improvement project for the site and maintains work was done on the site for the first application. Dave Whitney listed concerns with the decommissioning plan and asked clarifying questions if all materials will be recycled or disposed of in a landfill. Mr. Knoll confirmed the financial surety/site restoration would total the required 125%. Chair Johnson expressed concerns of additional electrical poles and suggested the interconnection be located as close as possible to the first project. Mr. Artmstrong indicated Gordian would work with Xcel Energy and get the interconnection as close as possible.

Chair Johnson opened the public hearing and sought comment.

Andy Olson, 12737 375th Street - listed his concerns of being surrounded by solar instead of active agricultural. He has invested a tremendous amount of money into his property and is now being surrounded by solar. Solar projects impact property values and will make my property worthless. Solar projects only benefit the landowner and energy company, nobody else. Solar projects impact wildlife and do not support overall economic growth for the community. It is foolish to install solar projects all over county, nobody wants to live next to solar. This solar project is not meeting current solar ordinance.

With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing. Second by John Sutcliffe. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none. Each Planning Commission member was asked for additional questions and comments. Discussion continued with concerns and possible conditions making sure solar components are recycled instead of disposed of, interconnection agreement with Xcel Energy and adding additional screening. Board members also discussed the Board of Adjustment approval of the reduced road setback. ***Motion*** by Frank Storm to adopt Resolution No. PC2021-1102, a resolution recommending approval

of an Interim Use Permit allowing a Commercial Solar Energy System generally located at the southwest intersection of County Road 9 and county Road 11, PID#09.00303.10 with the following conditions:

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted below. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to be necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.
9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125%

of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.

13. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.
14. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
15. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
16. The permittee shall locate and survey all delineated wetland areas.
17. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.
18. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
19. Interconnection equipment shall be mounted at grade level whenever possible.
20. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
21. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
22. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

Old Business:

Tony Zerwas – Bob Boyce, applicant, on behalf of Tony Zerwas, property owner, is seeking approval of the Preliminary Plat of Amador Hilltop Estates. The subject site is 20 acres in size and the proposed plat includes four parcels. The property is in the Agricultural District and located at 41275 Peterson Avenue, Amador Township, S1, T35, R20 (PID# 01.00212.00). Director Schneider provided an update on the Zerwas application that had time extensions to allow the applicant and Amador Township to establish a development agreement. The applicant provided a short letter that an agreement had been reached with the township. Director Schneider indicated that the Board did not need to act on this matter and could wait until the next meeting. The application request was a preliminary plat that proposed four parcels from a 20-acre site which met all dimensional standards. Frank Storm confirmed with Lin Strong, Township Chair in the audience that an agreement had been reached. John Sutcliffe asked if the public hearing was conducted in January. Director Schneider confirmed the public hearing had been held. **Motion** by Chip Yeager to approve the Preliminary Plat, "Amador Hilltop Estates" at 41275 Peterson Avenue, PID#01.00212.00 for four residential lots with the following condition:

1. Application for a demolition permit shall be submitted to Chisago County for removal of the dwelling on Lot 4 closest to Peterson Avenue as identified by the Applicant for removal and provide a copy of an executed developer's agreement with Amador Township prior to filing for Final Plat.

Kelsey Zaavedra – Kelsey Zaavedra, applicant and owner of Heirloomista, is requesting a Conditional Use Permit to operate a small-scale recreational campground and operate a farmstand as Rural Retail Tourism. The property is in the Agricultural District and located at 40422 Oriole Avenue, Amador Township, S11, T35, R20 (PID# 01.00233.20). Director Schneider provided an update on Ms. Zaavedra's CUP application. The County Board approved a time extension and sent Ms. Zaavedra's application back to the Planning Commission for further review and discussion on solid waste disposal and landscape screening of the campground. Dave Whitney reviewed his conversation with the Code Enforcement Officer and his suggested conditions as provided in a handout. Suggested additional conditions include: drinking water tested every two years, installation of screening of campsite from road and neighbors, applicant has six months from County Board approval of Zoning Ordinance to bring year round living facilities into compliance, not as a caretaker campsite, and failure to meet and/all conditions will make the entire CUP out of compliance. Discussion followed on wells, tiny homes and caretaker living accommodations. Jim McCarthy noted much larger events, e.g. Hay Days, were not required to install screening and a recent campground with several campsites closer to the property line/neighbor's house were approved by the County Board without screening. It would be egregious to ask Ms. Zaavedra to install screening for two campsites for neighbors across the field. County Commissioner DuBose indicated the recently approved campground did have some established screening and County Board indicated the rv campsite could be moved near the caretaker site with additional screening. Discussion followed about establishing policy for one person when it will be applied countywide. Director Schneider reviewed the Zoning Ordinance/standards for a permeant dwelling versus campsite and/or caretaker living accommodations with no standards in relation to enforcement of the zoning ordinance. John Sutcliffe asked if other campgrounds had defined limited time/season for caretakers on the property. Director Schneider indicated larger campgrounds have a clubhouse and smaller family campgrounds may indicate a family member present at all times during use. A caretaker can be outlined in many ways. Discussion followed on wells, drinking water testing and standards, Minnesota Well Index, and professional installed wells. Director Schneider indicated the County Board requested the Planning Commission to review and consider additional enhancement of the sanitary waste/well and enhanced landscaping/screening on the property line. County Commissioner DuBose suggested that, if the Board was going to recommend additional conditions, they should be specific to screening, since it was a concern from a neighbor. **Motion** by Jim McCarthy to add two additional conditions to the Commission's October 7th recommendation: 1. move rv camping site into a less visible site/additional screening location, and 2. conduct well testing. Motion failed with no second. **Motion** by Frank Storm to table until December meeting to allow staff to discuss relocation of rv site to a less visible site and well testing to find a satisfactory compromise with the applicant. Second by John Sutcliffe. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none. County Commissioner DuBose indicated the County Board time extension will end the day after December 15, 2021 County Board meeting; therefore, will need a recommendation at the next Planning Commission meeting.

Commercial Shooting Ranges

Director Schneider indicated county attorney's office will be prepared to discuss the draft at the December meeting. Discussion followed on the October 29th Forest Lake Sportsmen Club Tour and notes provided by Dave Whitney. Chip Yeager suggested shooting ranges should be treated similar as a solar project and hold a community meeting with neighbors to address questions and concerns. Dave Whitney added a rifle range with noise reduction standards would not be hard to achieve; however, a trap and skeet range will have problems with noise. There is a demand for the use of shooting ranges. Chair Johnson indicated a Sportsmen Club with

education classes is a great approach versus a commercial range. Jim McCarthy reviewed his notes provided on noise standards and expressed the Planning Commission be very specific on noise levels. Discussion followed on noise standards. Chair Johnson indicated the topic will be on the December agenda and requested to have Dave Whitney's and Jim McCarthy's notes reviewed by the county attorney's office and incorporated into the draft.

Zoning Ordinance Review & Update

Director Schneider indicated the Bolton & Menk professional services agreement has been signed and would like to schedule the first work session. Planning Commission Special Work Session will be Thursday, December 9 starting at 6:30 p.m. in the Lower Level Conference Room of the Government Center.

Communications and Reports

County Commissioner DuBose reported the County Board discussed the commercial shooting range draft. Accessory Building ordinance amendment was approved. County Board has been going through labor negotiations and budget review. The County Board had accepted County Recorder resignation and interviews were being held for County Assessor.

ADJOURNMENT: There being no further business, motion by Chip Yeager and second by Kelly Corbin to adjourn. The motion was approved 7 - 0 with a roll call vote. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Yeager, Storm, and Chair Johnson. Nays, none. Meeting was adjourned at 9:10 p.m.

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 8
Title of Item for Consideration: Tony Zerwas "Amador Hilltop 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: The subject Amador Hilltop Estates Preliminary Plat proposal was first reviewed at the Planning Commission meeting of January 7, 2021, and subsequent County Board Meeting of January 20, 2021. Agency Action was extended by the County and subsequently the applicant to allow for additional Road Authority input and agreement establishment.	
Background: Bob Boyce, on behalf of owner Tony Zerwas is requesting preliminary plat approval of a four (4) lot subdivision to be known as "Amador Hilltop Estates". The subject property is located on a 20-acre property in Amador Township, 41275 Peterson Avenue, in Section 01, T. 35, R. 20, (PID #01.00212.00). At their meeting of November 4, 2021, the Planning Commission received update Road Authority agreement information from the applicant, reviewed the previously presented January reports and presentations, and recommended approval (7-0) of this request with the following conditions: 1. Prior to filing for Final Plat approval, a demolition permit application shall be submitted to Chisago County for removal of the dwelling closest to Peterson Avenue on Lot 4; and 2. A Road Authority Agreement shall be executed with Amador Township as a condition of Final Plat review and approval." The Amador Township Board first reviewed this request at their meeting of December 15, 2020, and recommended approval with no conditions. Subsequent Township Board/Road Authority review has occurred since that time resulting in mutually agreed upon roadway agreement between the applicant and Township Road Authority/Board. Attachment(s): • Amador Hilltop Estates Preliminary Plat • PowerPoint Presentation to the Planning Commission (January) • Staff Report to The Planning Commission (January)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the November 4, 2021, recommendation of the Chisago County Planning Commission to conditionally approve the Preliminary Plat of Amador Hilltop Estates. The suggested motion to approve this action is as follows: <i>"Move to approve Amador Hilltop Estates Preliminary Plat located in Amador Township at 1275 Peterson Avenue, in Section 01, T. 35, R. 20, (PID #01.00212.00) with the following conditions:</i> 1. <i>Prior to filing for Final Plat approval, a demolition permit application shall be submitted to Chisago County for removal of the dwelling closest to Peterson Avenue on Lot 4; and</i> 2. <i>A Road Authority Agreement shall be executed with Amador Township as a condition of Final Plat review and approval."</i>	
Implications of Action: Recommended Board action will conditionally approve the Preliminary	

Plat as presented. Final Plat application and approval will be required prior to development.

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 _____

Preliminary Plat of AMADOR HILLTOP ESTATES

COUNTY OF CHICAGO
AMADOR TOWNSHIP
SEC. 1, T. 35, R. 20



1" = 20'
(SCALE IN FEET)

EXPLANATIONS
THIS SITE IS INCLUDED ON FLOOD INSURANCE RATE MAP—COMMUNITY FLOOD INSURANCE PROGRAM. THE SUBJECT PROPERTY IS WITHIN FLOOD ZONE "X".

OWNER
Bobby Kovach
1400 S. Lincoln Ave.
Chicago, IL 60608

LOT AREAS
Lot 1 = 5.0 Acres
Lot 2 = 5.0 Acres
Lot 3 = 5.0 Acres
Lot 4 = 5.0 Acres

PLANNING

AMADOR TOWNSHIP, CHICAGO DISTRICT
40' Front Setback From Township Road Right of Way
20' Side Setback (Driving & Attached Garage)
20' Rear Setback
150' from Centerline of County Road

LEGAL DESCRIPTION

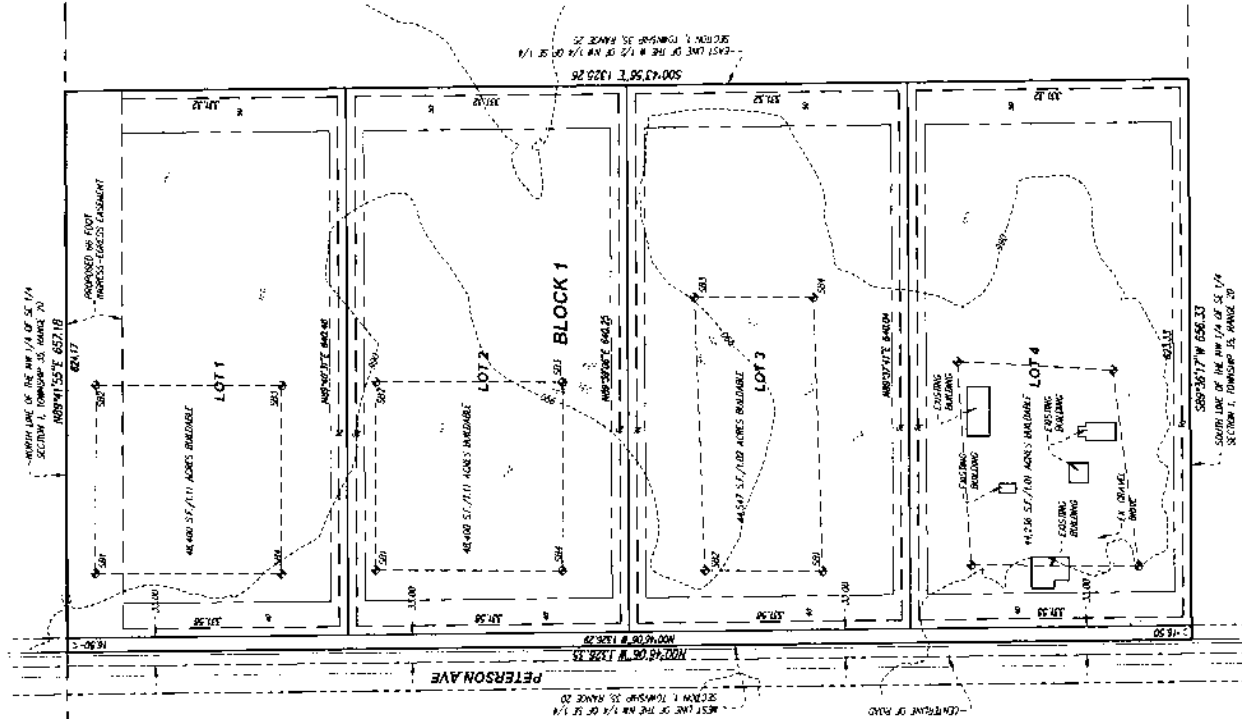
The West Half of the Northwest Quarter of the Southwest Quarter of Section 1, Township 35, Range 20, Chicago County, Minnesota.
Subject to easements, restrictions, or reservations of record, if any.

LEGEND

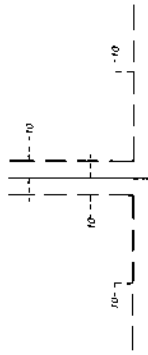
DEFINOTES EXISTING SOIL BORING

NOTES

1. This site was visited by Brad Kovach, Buley's and Owner, with BRK Environmental Consulting Inc., in October of 2020, and no wetlands were observed.
2. Soil borings shown herein are shown per bulletins provided by Jason Paul.



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING TO FILL IN WIDTH AND ADJOINING ALL LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

VICINITY MAP
Section 1, T. 35, R. 20
Chicago County

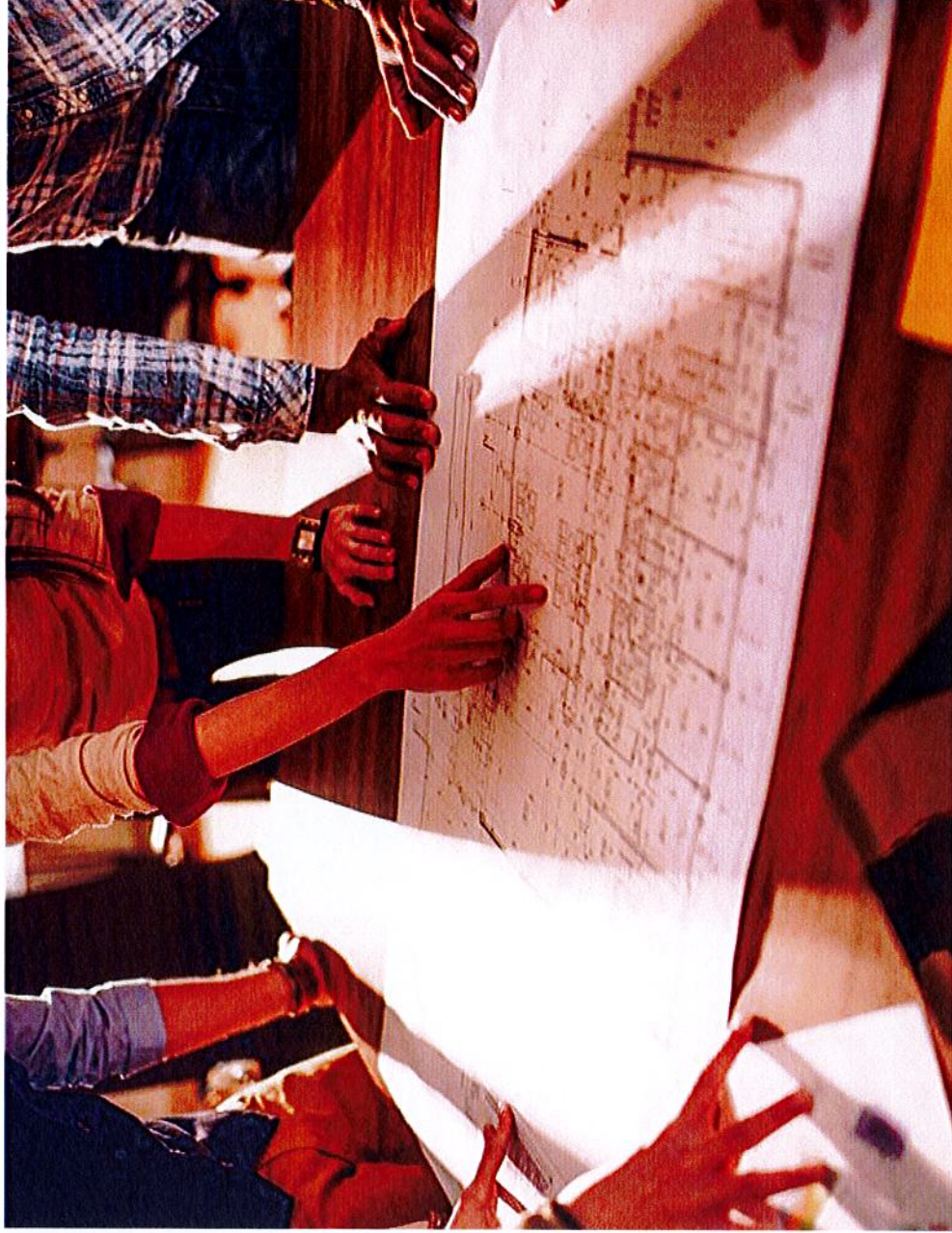


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PERFORMANCE
BUREAU OF LAND MANAGEMENT
LAND MANAGEMENT

2020-00000000-0000-0000-0000-000000000000



ZERWAS PRELIMINARY PLAT "AMADOR HILLTOP ESTATES"

PARCEL ID# 01.00212.00
AMADOR TOWNSHIP
41275 PETERSON AVENUE

TONY ZERWAS – OWNER
BOB BOYCE -APPLICANT

SITE DETAILS

Zoning

- AG - Agriculture

Overall Lot Size

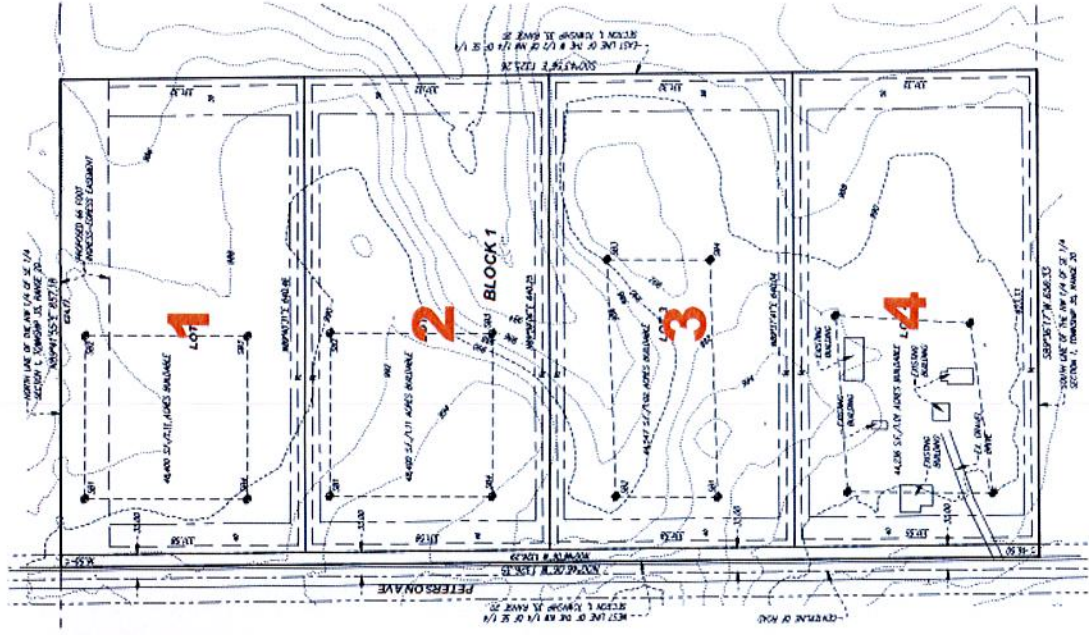
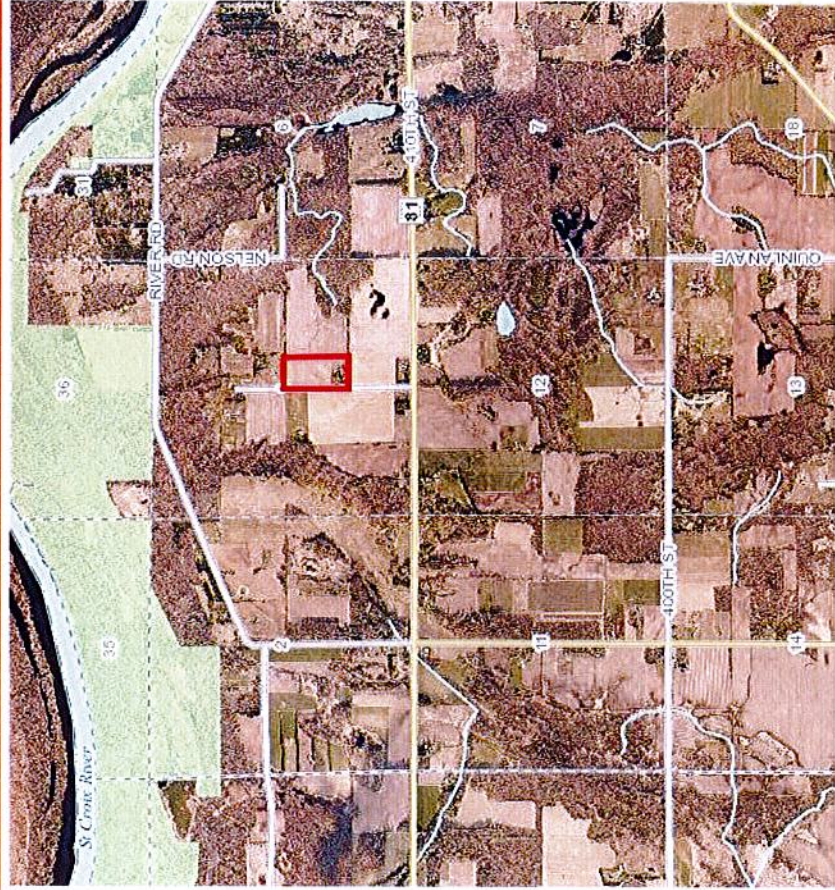
- 20 Acres

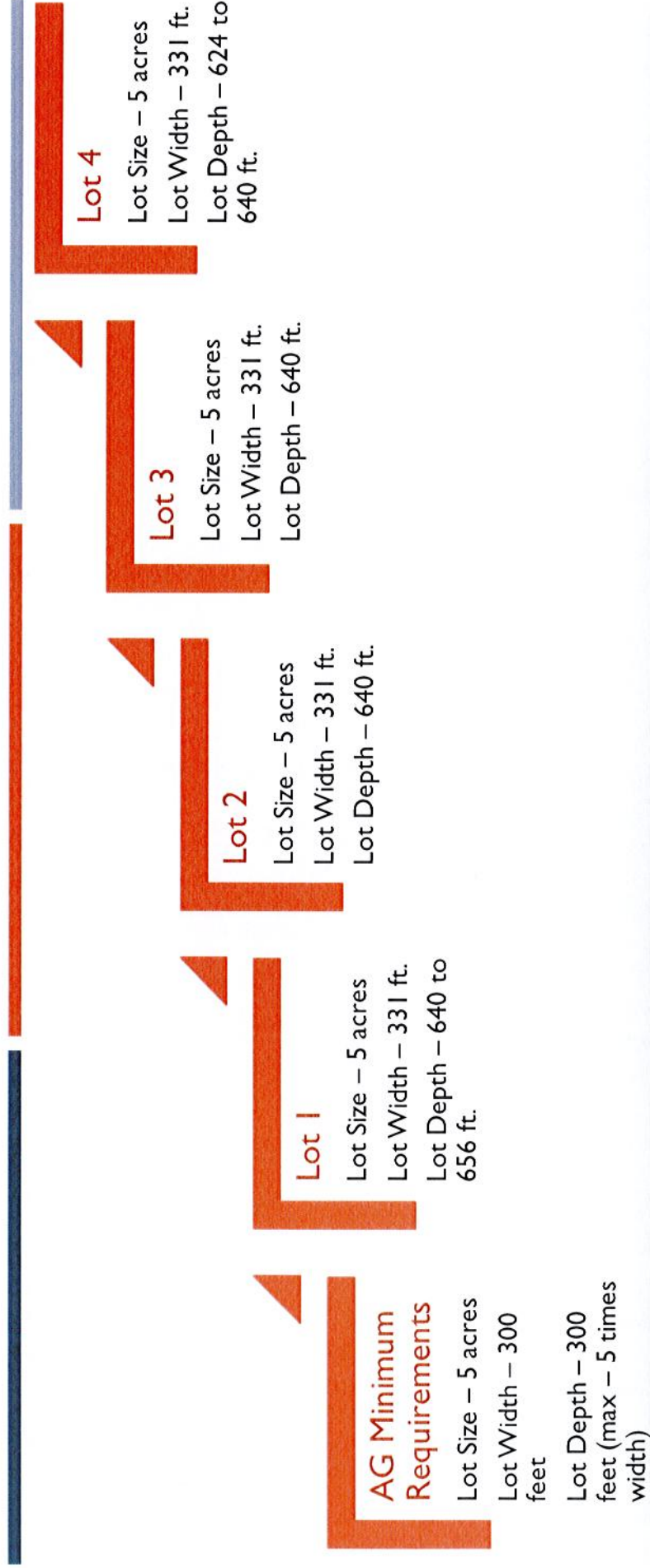
Subdivision

- 4 Lots (5.0 acres each)



PRELIMINARY PLAT





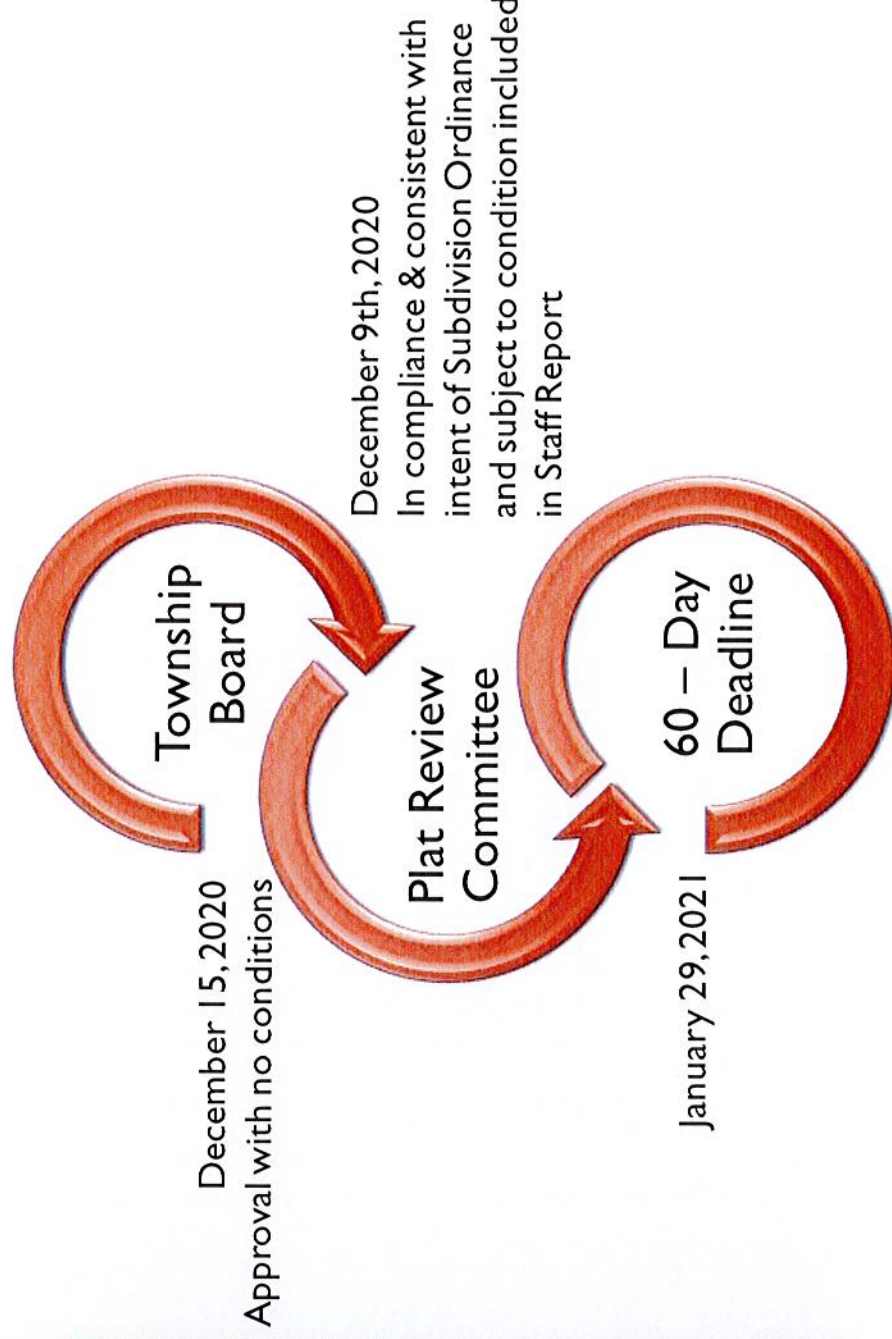
PROPOSED LOT DIMENSIONS

PLAT REVIEW COMMENTS

- Lot 4 will retain the existing development – 2 dwellings & 3 detached structures.
- Mr. Boyce has indicated that the Property Owner is planning to remove/demo the residential dwelling located closest to Peterson Avenue.
- Zoning ordinance language only allows one dwelling per parcel. Removal of this dwelling would bring the property into compliance with the number of structures as allowed in the AG District.
- No timeline specified for removal.
- Staff has recommended a condition that the Applicant/Owner be required to apply for a demolition permit of one dwelling on Lot 4 prior to filing for Final Plat. As part of the demolition, the abandonment of the current septic system to this house will need to be completed with proper documentation provided to the County Sanitarian.



SITE DETAILS





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 "Amador Hilltop Estates" as requested by Bob Boyce, on behalf of Tony Zerwas – Property Owner, 41275 Peterson Avenue, PID# 01.00212.00 for four residential lots as outlined in Staff's report and subject to the following condition:

- Application for a demolition permit shall be submitted to Chisago County for removal of the dwelling on Lot 4 closest to Peterson Avenue as identified by the Applicant for removal prior to filing for Final Plat.



Staff Report

TO: Chisago County Planning Commission

FROM: Jessica Jagoe, Land Services Coordinator

DATE: December 29, 2020

RE: Bob Boyce, Preliminary Plat "Amador Hilltop Estates"
Amador Township, 41275 Peterson Avenue, PID# 01.00212.00

Action to Consider

The Applicant is seeking approval of a preliminary plat to be known as "Amador Hilltop Estates" to create four lots out of a 20 acre tract.

Property Background/Description

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. The property originated as an 80 acre tract and was subdivided into four – 20 acre parcels earlier this year by metes and bounds legal description as allowed under the Subdivision Ordinance. The three – 20 acre tracts to the east of the parcel to be platted are provided access via a 66 foot easement located on Lot 1 of the proposed plat. The three – 20 acre lots are exempt from platting and are not included in the plat review.

The preliminary plat is requesting to further subdivide the 20 acre tract along Peterson Avenue with the existing development. The parcel is situated about a mile south and two miles west of the St. Croix River in the northern part of Amador Township. Peterson Avenue is a Township Road that is accessed from County Road 81/410th Street. The parcel is zoned AG, Agricultural. The surrounding parcels are also zoned AG with a mix of residential and agricultural uses on larger 20+ acre tracts.

The purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Mr. Zerwas intends to sell the newly created parcels 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 four parcels in the preliminary plat:

	Lot Size	Lot Width <i>(as shown at front property line)*</i>	Lot Depth
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1	5.0 acres	331 feet	640 - 656 feet
Lot 2	5.0 acres	331 feet approx.	640 feet
Lot 3	5.0 acres	331 feet	640 feet
Lot 4	5.0 acres	331 feet	624 – 640 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 four parcels comply with the County lot dimensional requirements.

As part of the review process, the Plat Review Committee met on December 9th. The newly created parcels are not located in a flood plain 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. As indicated earlier, the Township is the road authority for access on all four lots. Proposed driveway locations have not been shown on the preliminary plat. Access for each lot will be subject to review and approval as required by Amador Township.

Lot 4 of the preliminary plat will retain the existing development which includes two dwellings and three detached structures. Mr. Boyce has indicated that the Property Owner is planning to remove/demo the residential dwelling located closest to Peterson Avenue. Current zoning ordinance language only allows one dwelling per parcel. Removal of this dwelling would bring the property into compliance with the number of structures as allowed in the AG District. The Applicant has not included in the application a timeline for removal, but Staff has included as a recommended condition that the Applicant/Owner be required to apply for a demolition permit of one dwelling on Lot 4 prior to filing for Final Plat. As part of the demolition, the abandonment of the current septic system to this house will need to be completed with proper documentation provided to the County Sanitarian.

Lastly, Staff has found the soil verification to be accurate and satisfactory. The County Wetland Specialist has verified that there are no wetland impacts with the proposed. 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 November 30, 2020. The 60-day deadline would be January 29, 2021.

Township Recommendation

Amador Township Board reviewed at their meeting on December 15, 2020, 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 “Amador Hilltop Estates” as requested by Bob Boyce, on behalf of Tony Zerwas – Property Owner, 41275 Peterson Avenue, PID# 01.00212.00 for four residential lots as outlined in Staff’s report and subject to the following condition:
 - Application for a demolition permit shall be submitted to Chisago County for removal of the dwelling on Lot 4 closest to Peterson Avenue as identified by the Applicant for removal prior to filing for Final Plat.

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 “Amador Hilltop 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: Bob Boyce, Applicant
County File

Chisago County Request For Board Action

Meeting Date: November 17, 2021	Item Number: 9
Title of Item for Consideration: Paul & Jenny Steward– Preliminary Plat “Steward Hills Estates”	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	
Background: Paul and Jenny Steward owners of the property at 15765 392nd Street (PID# 01.00254.00) are seeking approval of a preliminary plat of a 20.03 tract into three parcels to be known as Steward Hills Estates. The subject property is in Amador Township. At their meeting of November 4, 2021, the Planning Commission conducted the requisite public hearing and unanimously (7-0) recommended approval of the request with conditions as presented in the attached draft County Board Resolution for adoption. Of note in the recommendation is the applicant’s agreement to surrender an existing Commercial Dog Kennel CUP with Final Plat and that the existing dog count will reduce from 5 to 3 within the next 12 months. The Amador Township Board reviewed this request at their meeting of October 19, 2021, and recommended approval with no conditions. The 120-day review deadline is February 10, 2022. Attachment(s): • County Board Resolution 11172021-1 (<i>Draft for Adoption</i>) • Planning Commission Resolution PC2021-1101 • Steward Hills Estates Preliminary Plat • Presentation to the Planning Commission • Staff Report to The Planning Commission	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the November 4, 2021, recommendation of the Chisago County Planning Commission to approve the Steward Hills Estates preliminary plat Resolution as attached. The suggested motion to approve this action is as follows: <i>“Move to approve Resolution No. 11172021 – 1, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Preliminary Plat of Steward Hills Estates, located in Amador Township, at 15765 392nd Street (PID# 01.00254.00).”</i>	
Implications of Action: Recommended Board action will grant the requested Preliminary Plat in Amador 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 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 _____

RESOLUTION NO. 11172021-01

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF STEWARD HILLS ESTATES
AS REQUESTED BY PAUL & JENNY STEWARD**

WHEREAS, Paul & Jenny Steward, property owners and applicants, submitted an application dated received September 30, 2021 and considered complete on October 13, 2021 for the Preliminary Plat of Steward Hills Estates; and

WHEREAS, the subject site is located at 15765 392nd Street, Center City (Amador Township) and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is described as (abbreviated legal description):

PID 01.00254.00
THE W 330.60 FT OF THE SW 1/4 OF THE SE 1/4 AND THE E 1/2 OF THE SE 1/4 OF THE SW 1/4 LYING N
OF THE S 656.62 FT.
Section 13, Township 035, Range 020
Chisago County, MN

WHEREAS, notice was provided and on November 4, 2021 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat with conditions, per Resolution No. PC2021-1101, at its November 4, 2021 meeting; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 17, 2021 meeting and determined that the Preliminary Plat of Steward Hills Estates to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat is approved per plat drawing dated signed September 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall surrender the August 2012 Conditional Use Permit allowing a Commercial Dog Kennel at 15765 392nd Street (PID 01.00254.00) and reduce the number of dogs on site to three within 12 months of Final Plat approval.
3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts

under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.

5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

The foregoing resolution was introduced and moved for adoption by Commissioner _____ and seconded by Commissioner _____.

Voting for the resolution:

Voting against the resolution:

Abstained from voting:

Absent:

Motion carried and resolution adopted this 17th day of November, 2021.

Chris DuBose, Chair

ATTEST: _____
Chase Burnham, County Administrator

RESOLUTION NO. PC2021-1101

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF STEWARD HILLS ESTATES
AS REQUESTED BY PAUL & JENNY STEWARD**

WHEREAS, Paul & Jenny Steward, property owners and applicants, submitted an application dated received September 30, 2021 and considered complete on October 13, 2021 for the Preliminary Plat of Steward Hills Estates; and

WHEREAS, the subject site is located at 15765 392nd Street, Center City (Amador Township) and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is described as (abbreviated legal description):

PID 01.00254.00
THE W 330.60 FT OF THE SW 1/4 OF THE SE 1/4 AND THE E 1/2 OF THE SE 1/4 OF THE SW 1/4 LYING N
OF THE S 656.62 FT.
Section 13, Township 035, Range 020
Chisago County, MN

WHEREAS, notice was provided and on November 4, 2021 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Steward Hills Estates is consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the request for Preliminary Plat is hereby recommended for approval, subject to the following conditions:

1. The Preliminary Plat is approved per plat drawing dated signed September 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall surrender the August 2012 Conditional Use Permit allowing a Commercial Dog Kennel at 15765 392nd Street (PID 01.00254.00) and reduce the number of dogs on site to three within 12 months of Final Plat approval.
3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption

request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.

5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota, this 4th day of November, 2021.

Kelly Corbin _____
Shellene Johnson _____
James McCarthy _____
Frank Storm _____

John Sutcliffe _____
Dave Whitney _____
Chuck Yeager _____

Shellene Johnson, Chair

ATTEST:

Beth Thorp, Land Services Coordinator

**This resolution was adopted by the Planning
Commission on November 4, 2021 and is
awaiting signatures.**

This part of a lot at the Southwest Quarter of the Southwest Quarter, Section 13, Township 35 North, Range 29 West, Chicago County, Minnesota, lying north of the South 85th 62 feet thereof.

1. Orientation of this bearing system is based on the Chicago County Coordinate System NAD83 (1996 adj.)
2. The address is 15,005 392nd Street, Geneseo City, MN 55032.
3. The field work was performed on 10/26/2021.

- D1=NOTES A SECTION CORNER MONUMENT
- D2=NOTES A FOUND 12" IRON PIPE MONUMENT/
W/COMP MARKED 4098/UNLESS OTHERWISE
NOTED ON THE SURVEY



- D1=NOTES A SECTION CORNER MONUMENT
- D2=NOTES A FOUND 12" IRON PIPE MONUMENT/
W/COMP MARKED 4098/UNLESS OTHERWISE
NOTED ON THE SURVEY



WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

PRELIMINARY PLAT OF STEWARD HILLS ESTATES

Paul & Jenny Steward

PID 01.00254.00

15765 392nd Street

Amador Township



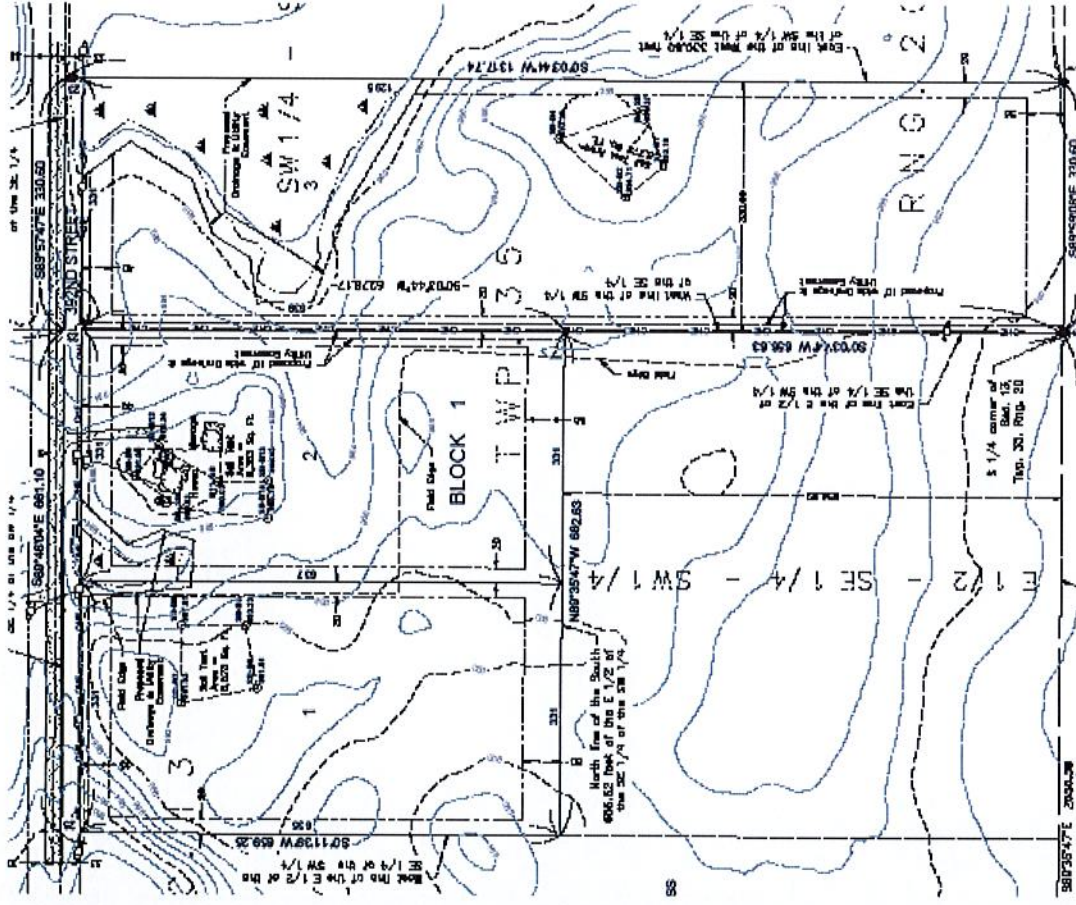
EXISTING
CONDITIONS

PROPOSED PLAT

Lot 1, Block 1 – 5.01 Acres

Lot 3, Block 1 - 10.00 Acres

All proposed parcels have at least 300' of frontage on 392nd Street and meet all other dimensional standards.



REVIEW PROCESS



TECHNICAL REVIEW
PANEL
OCTOBER 13, 2021

WETLAND DELINEATION REPORT
EXISTING CUP
NO OTHER IMPACTS IDENTIFIED



AMADOR TOWN BOARD REVIEW
OCTOBER 19, 2021

RECOMMENDED APPROVAL WITH NO
CONDITIONS



120-DAY
REVIEW PERIOD

EXPIRES FEBRUARY 10, 2022

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval of the Preliminary Plat of Steward Hills Estates with conditions** (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat is approved per plat drawing dated September 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Prior to or concurrent with request for Final Plat, the applicant shall apply for a Conditional Use Permit Amendment to reassign the August 2012 Conditional Use Permit allowing a Commercial Dog Kennel from the 20-acre parcel located at 15765 392nd Street (PID 01.00254.00) to the proposed 5-acre Lot 2, Block 1, Steward Hills Estates.
3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS +
ACTION REQUESTED

OPTIONS:

1. Recommend that the County Board approve the Preliminary Plat of Steward Hills Estates with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board deny the Preliminary Plat of Steward Hills Estates based on factors deemed appropriate. (Note: the Commission will need to include specific factor(s) for denial in its motion.)
3. Recommend that the County Board table action to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The 120-day review period expires on February 10, 2022.

ACTION REQUESTED:

Motion to adopt Resolution No. PC2021-1101, a resolution recommending approval of the Preliminary Plat of Steward Hills Estates, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Thorp, Land Services Coordinator
 SUBJECT: Preliminary Plat of Steward Hills Estates (Amador Township)
 DATE: November 4, 2021

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Steward Hills Estates.

SITE & APPLICATION INFORMATION

Applicant(s): Paul & Jenny Steward
 Property Owner(s): Paul & Jenny Steward
 Location: 15765 392nd Street, Center City /
 Amador Township
 General Location: Section 13, Township 035, Range 020
 PID: 01.00254.00
 Property Area: 20.03 Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning: Agricultural (AG) District
 Date Application Received: September 30, 2021
 Date Application Complete: October 13, 2021
 120-Day Review Period: February 10, 2022



BACKGROUND & DISCUSSION

Property owners Paul & Jenny Steward are seeking approval of the Preliminary Plat of Steward Hills Estates. The subject site is 20.03± acres in size and the Stewards wish to create three parcels, including one 10-acre parcel and two 5-acre parcels. All proposed parcels are 331' wide with frontage on 392nd Street. The Steward's existing home is situated on proposed Lot 2, Block 1 (center parcel).

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 Stewards intend to sell proposed Lots 1 and 3, Block 1 (western-most and eastern-most parcels) for single-family residential development.

SITE PLAN / PROPOSAL ANALYSIS

Below is a table which outlines minimum requirements for the AG District with corresponding information for the three proposed parcels.

	Lot Size	Lot Width*	Lot Depth**
AG District Minimum Requirements	5 acres	300 feet	300 feet
Lot 1, Block 1	5.01 acres	331 feet	635 feet
Lot 2, Block 1	5.02 acres	331 feet	637 feet

Lot 3, Block 1	10.00 acres	331 feet	1317.74 feet
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** Lot width, by definition, is measured at the building setback line. Subdivision Ordinance Section 4.03 Lot Requirements states that "Each lot shall front upon a public street for the minimum lot width required, except as otherwise provided in this Ordinance."*

*** Lot depth, by definition, is the average distance measured from the front lot line to the rear lot line. Subdivision Ordinance Section 4.03 Lot Requirements states that "the depth of a lot shall not be greater than five times the width."*

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

As part of the review process, the Technical Review Committee met on October 13th. The following items were identified and/or discussed during and following the meeting:

- The County's Wetland Specialist reviewed the applicant's wetland delineation report and provided a Notice of Decision approving the report with conditions:
 - Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
 - Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.
- The County's Code Enforcement Officer reviewed the applicant's soil work and took several test borings at the subject site. The Code Enforcement Officer determined that the information provided appeared to be accurate and that the proposed parcels are able to support type one septic systems.
- County staff has found the soil verification to be accurate and satisfactory.
- A Conditional Use Permit (CUP) was granted for the subject parcel in August 2012 allowing a commercial dog kennel. Being that the Preliminary Plat, if approved, will alter the parcel on which the CUP was granted, the property owners will be required to apply for and receive a CUP Amendment if they wish to continue operating the kennel. At minimum, the potentially amended CUP would be required to reassign and grant the kennel on a smaller area of land (five acres rather than 20) via a new legal description. The CUP Amendment application and process would be required prior to or concurrently with the Final Plat process. To be clear, CUP Amendment and modification requests do afford full review and potential adjustment or addition / subtraction of CUP conditions at the recommendation of the Planning Commission and direction of the County Board. The property owners also have the option of surrendering their CUP.

Preliminary Plats, per Minnesota Statute, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on February 10, 2022.

TOWNSHIP RECOMMENDATION

The Amador Town Board reviewed the proposed Preliminary Plat at its October 19th meeting and recommended approval with no conditions.

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, staff recommends approval of the Preliminary Plat of Steward Hills Estates with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat is approved per plat drawing dated signed September 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Prior to or concurrent with request for Final Plat, the applicant shall apply for a Conditional Use Permit Amendment to reassign the August 2012 Conditional Use Permit allowing a Commercial Dog Kennel from the 20-acre parcel located at 15765 392nd Street (PID 01.00254.00) to the proposed 5-acre Lot 2, Block 1, Steward Hills Estates.
3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Steward Hills Estates with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Steward Hills Estates based on

factors deemed appropriate. *(Note: the Commission will need to include specific factor(s) for denial in its motion.)*

3. Recommend that the County Board **table action** to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The 120-day review period expires on February 10, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2021-1101, a resolution recommending approval of the Preliminary Plat of Steward Hills Estates, with conditions as presented or amended.

ATTACHMENTS

1. Draft Resolution No. PC2021-1101
2. Preliminary Plat Application Materials
 - Application dated received September 30, 2021
 - Aerial image 1 (subject site)
 - Aerial image 2 (subject site in relation to surrounding area)
 - Preliminary Plat drawing dated signed September 30, 2021

CC: Paul & Jenny Steward, applicants
County File

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 10
Title of Item for Consideration: Keith Johnson - Johnson CSG 2, LLC Interim Use Permit 1MW Community Solar Garden	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
Previous Action on this Matter: Chisago County Board approved this same/similar 1MW Solar Garden request in 2019. The IUP became null and void because it had not been utilized within twelve months of the date of approval. In February 2021 a new IUP request for this same/similar 1MW Solar Garden was requested and denied due to the proposed solar array not meeting newly enacted solar ordinance 735 ft. roadway setback requirements. On September 30, 2021 the applicant/property owner requested and were granted formal Variance from the Chisago County Board of Adjustment and Appeals. The approved Variance allows a roadway setback range of approximately 380 - 455' from CR 9 and 135' from CR11. The range in setback from CR9 is a result of the perpendicular (north/south) solar project as it relates to the angled CR 9 roadway. Board of Adjustment and Appeals Resolution BOAA2021-901 affirming the Variance decision is <i>attached</i> accordingly. Background: Keith Johnson - Johnson CSG 2, LLC is requesting an Interim Use Permit to construct a one-megawatt solar garden. The solar development is proposed to be located on approximately seven acres of an existing 38.74 acre tract of Keith Johnson owned land in Sunrise Township, Sec. 28, T. 35, R 20. The site is generally located on the east side of Oriole Avenue and South of 375th Street (PID #09.00303.10). Pursuant to solar ordinance regulations, an IUP is required because of the proximity of this solar development to an adjacent (within ¼ mile) of similarly sized solar project. At their meeting of November 4, 2021, the Planning Commission conducted the requisite public hearing and unanimously (7-0) passed attached resolution PC2021-1102 recommending approval of the request with the findings and conditions as carried forward in the draft County Board Resolution for adoption. The Town Board reviewed the matter on September 16, 2021, and recommended denial of both the Variance (now approved) and this IUP request. Given that the applicant applied for Variance and IUP at the same time, the applicant granted the County an extension to the state mandated 60-day review period in order to allow time to review the requests separately. The extended review period expires on December 1, 2021. Among the options for the County Board at tonight's meeting are the following: • Approve the IUP, as recommended by Planning Commission Resolution PC2021-1102 and carried forward and presented in draft form County Board Resolution 11172021-2; • Consider and Approve the IUP, generally as recommended by the Planning Commission Resolution PC2021-1102, but with modified findings/conditions determined and approved by the County Board at tonight's meeting;	

- The County Board may Deny the IUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion/resolution 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 December 1, 2021 extended 60-day period.

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):

- County Board Resolution 11172021-2 (*Draft for Adoption*)
- Planning Commission Resolution PC2021-1102
- Board of Adjustment and Appeals Resolution BOAA2021-901 affirming the Variance
- PowerPoint Presentation to the Planning Commission
- Staff Report to the Planning Commission
- Draft Planning Commission Minutes of November 4, 2021

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the November 4, 2021, recommendation of the Chisago County Planning Commission to approve the Keith Johnson - Johnson CSG 2, LLC Interim Use Permit Resolution as attached. The suggested motion to approve this action is as follows:

“Move to approve Resolution No. 11172021 – 2, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Keith Johnson Johnson CSG 2, LLC Interim Use Permit to construct a one-megawatt solar garden in Sunrise Township, Sec. 28, T. 35, R 20, (PID #09.00303.10).”

Implications of Action: Recommended Board action grants the requested Interim Use Permit and allows, subject to conditions.

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 IUP 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 _____

RESOLUTION NO. 11172021-2

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING AN INTERIM USE PERMIT TO ALLOW A COMMERCIAL SOLAR ENERGY SYSTEM
AS REQUESTED BY JOHNSON CSG 2, LLC AND KEITH JOHNSON**

WHEREAS, Johnson CSG 2, LLC, applicant, and Keith Johnson, property owner, submitted an application dated complete on September 1, 2021 for an Interim Use Permit to allow a Commercial Solar Energy System; and

WHEREAS, the subject site is generally located at the southwest intersection of County Road 9 and County Road 11 (Sunrise Township) and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is described as (abbreviated legal description):

PID 09.00303.10

THAT PT OF SE 1/4 OF SW 1/4 LYG N'LY OF S 1200 FT THEREOF. THAT PT OF W 1/2 OF SE 1/4 OF SAID
SEC 28 LYG N'LY OF S 1200 FT THEREOF & LYG W'LY OF OASIS ROAD

Section 28, Township 035, Range 020
Chisago County, MN

WHEREAS, notice was provided and on November 4, 2021 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with conditions, per Resolution No. PC2021-1102, at its November 4, 2021 meeting; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 17, 2021 meeting and has made the following findings per Zoning Ordinance Section 8.04-1 Interim Use Permits:

- | | |
|------------|--|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.</i> |

- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The proposed Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays have had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 *Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an interim use in the Agricultural (AG) District.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner with existing solar arrays within the County. The County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

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

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted below. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to be necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.
9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.

11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
13. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.
14. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
15. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
16. The permittee shall locate and survey all delineated wetland areas.
17. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.
18. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
19. Interconnection equipment shall be mounted at grade level whenever possible.
20. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
21. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
22. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

The foregoing resolution was introduced and moved for adoption by Commissioner _____ and seconded by Commissioner _____.

Voting for the resolution:
Voting against the resolution:
Abstained from voting:
Absent:.....

Motion carried and resolution adopted this 17th day of November, 2021.

Chris DuBose, Chair

ATTEST: _____
Chase Burnham, County Administrator

RESOLUTION NO. PC2021-1102

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT TO ALLOW A COMMERCIAL SOLAR ENERGY
AS REQUESTED BY JOHNSON CSG 2, LLC AND KEITH JOHNSON**

WHEREAS, Johnson CSG 2, LLC, applicant, and Keith Johnson, property owner, submitted an application dated complete on September 1, 2021 for an Interim Use Permit to allow a Commercial Solar Energy System; and

WHEREAS, the subject site is generally located at the southwest intersection of County Road 9 and County Road 11 (Sunrise Township) and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is described as (abbreviated legal description):

PID 09.00303.10

THAT PT OF SE 1/4 OF SW 1/4 LYG N'LY OF S 1200 FT THEREOF. THAT PT OF W 1/2 OF SE 1/4 OF SAID
SEC 28 LYG N'LY OF S 1200 FT THEREOF & LYG W'LY OF OASIS ROAD
Section 28, Township 035, Range 020
Chisago County, MN

WHEREAS, notice was provided and on November 4, 2021 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Interim Use Permits and made the following findings per Zoning Ordinance Section 8.04-1 Interim Use Permits:

- | | |
|------------|--|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |
| Finding #3 | <i>The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast.</i> |

Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping.

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

Finding #4 The proposed Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays have had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.

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

Finding #5 The existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.

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

Finding #6 Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an interim use in the Agricultural (AG) District.

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

Finding #7 The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.

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

Finding #8 The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner with existing solar arrays within the County. The County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the request for Interim Use Permit is hereby recommended for approval, subject to the following conditions:

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted below. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.

2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to be necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.
9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt

and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.

13. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.
14. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
15. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
16. The permittee shall locate and survey all delineated wetland areas.
17. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.
18. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
19. Interconnection equipment shall be mounted at grade level whenever possible.
20. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
21. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
22. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota, this 4th day of November, 2021.

Kelly Corbin _____
Shellene Johnson _____
James McCarthy _____
Frank Storm _____

John Sutcliffe _____
Dave Whitney _____
Chuck Yeager _____

Shellene Johnson, Chair

ATTEST:

Beth Thorp, Land Services Coordinator

This resolution was adopted by the Planning
Commission on November 4, 2021 and is
awaiting signatures.

RESOLUTION NO. BOAA2021-901

**A RESOLUTION OF THE BOARD OF ADJUSTMENT AND APPEALS OF CHISAGO COUNTY, MINNESOTA,
APPROVING A VARIANCE TO THE COUNTY ROAD SETBACK REQUIREMENT
AS REQUESTED BY GORDIAN ENERGY SYSTEMS ON BEHALF OF PROPERTY OWNER KEITH JOHNSON**

WHEREAS, Gordian Energy Systems, applicant, and Keith Johnson, property owner, submitted an application dated received and considered complete on August 30, 2021 for a Variance to Zoning Ordinance Section 7.31 (F) (10) Setbacks - Solar Energy Systems; and

WHEREAS, the applicant and property owner desire to install a Community Solar Garden closer than the required 735' setback to the centerlines of County Roads 11 and 9 (375th St. / Oasis Rd.); and

WHEREAS, the applicant and property owner are requesting a 600' Setback Variance from County Road 11 and a variable range 280' – 355' Setback Variance (*range based on angle of system in relation to the roadway ref. revised site plan PV1 dated 12/28/20*), allowing the east end of the solar installation to be oriented north/south and generally perpendicular to the angled centerline of County Road 9 / Oasis Rd.; and

WHEREAS, the subject site is located at 12737 375th Street and is described as (abbreviated legal description):

*PID 09.00303.10 – 38.7 Acres
Section 28 Township 035 Range 020
Chisago County, Minnesota*

WHEREAS, notice was provided and on September 30, 2021 the Board of Adjustment and Appeals conducted a public hearing regarding this application, at which it heard from the Environmental Services Department, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Board of Adjustment and Appeals considered several criteria for granting Variances and upon review of the record materials and specifically Gordian Energy Applicant Letter dated August 30, 2021, attached hereto and made apart hereof, makes the following findings per Zoning Ordinance Section 8.06 Variances:

The Board of Adjustment and Appeals finds that the Variance will:

- | | |
|-------------|--|
| Criteria #1 | Not impair an adequate supply of light and air to adjacent property; |
| Criteria #2 | Not unreasonably increase the congestion in the public right-of-way; |
| Criteria #3 | Not increase the danger of fire or endanger the public safety; |
| Criteria #4 | Not unreasonably cause undue negative impact to surrounding properties; |
| Criteria #5 | Not cause an unreasonable strain upon existing facilities and services; |
| Criteria #6 | Not have a negative direct or indirect fiscal impact upon the County or school district, unless the proposed use is determined to be in the public interest; and |
| Criteria #7 | Not be contrary to the spirit and intent of applicable land use controls. |

The Board of Adjustment and Appeals further finds, in specific review of the record materials and Gordian Energy Applicant Letter dated August 30, 2021, attached hereto and made apart hereof, that:

1. The request meets the criteria for “practical difficulties” that justify a variance under Minnesota Statute Section 394.27, Subdivision 7, and Chisago County Zoning Ordinance Section 8.06(D); and
2. The request meets the Variance Applicant’s worksheet, which summarizes the specific criteria for a variance under Minnesota Statute and Chisago county Zoning Ordinance as enumerated, outlined, and answered 1 – 12 within Applicant Letter dated August 30, 2021; and
3. The request further serves the express purpose and intent of the Solar Energy Systems Ordinance of Chisago County, Ordinance No. 061720-1; and
4. A variance is particularly warranted and unique here because the Solar Garden would have been permissible under the Solar Energy Systems Ordinance when the County approved the original IUP for the project on April 17, 2019; no demonstrable harm has been demonstrated and it is appropriate to grandfather in the Solar Garden to the setback rule enacted after the original IUP was approved.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ADJUSTMENT AND APPEALS OF CHISAGO COUNTY, MINNESOTA, that the request for Setback Variance is hereby approved, subject to the following conditions:

1. The Solar Energy System shall be installed in accordance with roadway setbacks depicted on site plan Sheet PV1 Revision Date 12/20/20. Any reduced roadway setback deviation from said Site Plan shall require approval from the Board of Adjustment and Appeals.
2. The Variance shall be recorded by Chisago County Department of Environmental Services.

Adopted by the Board of Adjustment and Appeals of Chisago County, Minnesota,
on the 30th of September 2021, and affirmed with Resolution Adoption this 28th day of October, 2021.

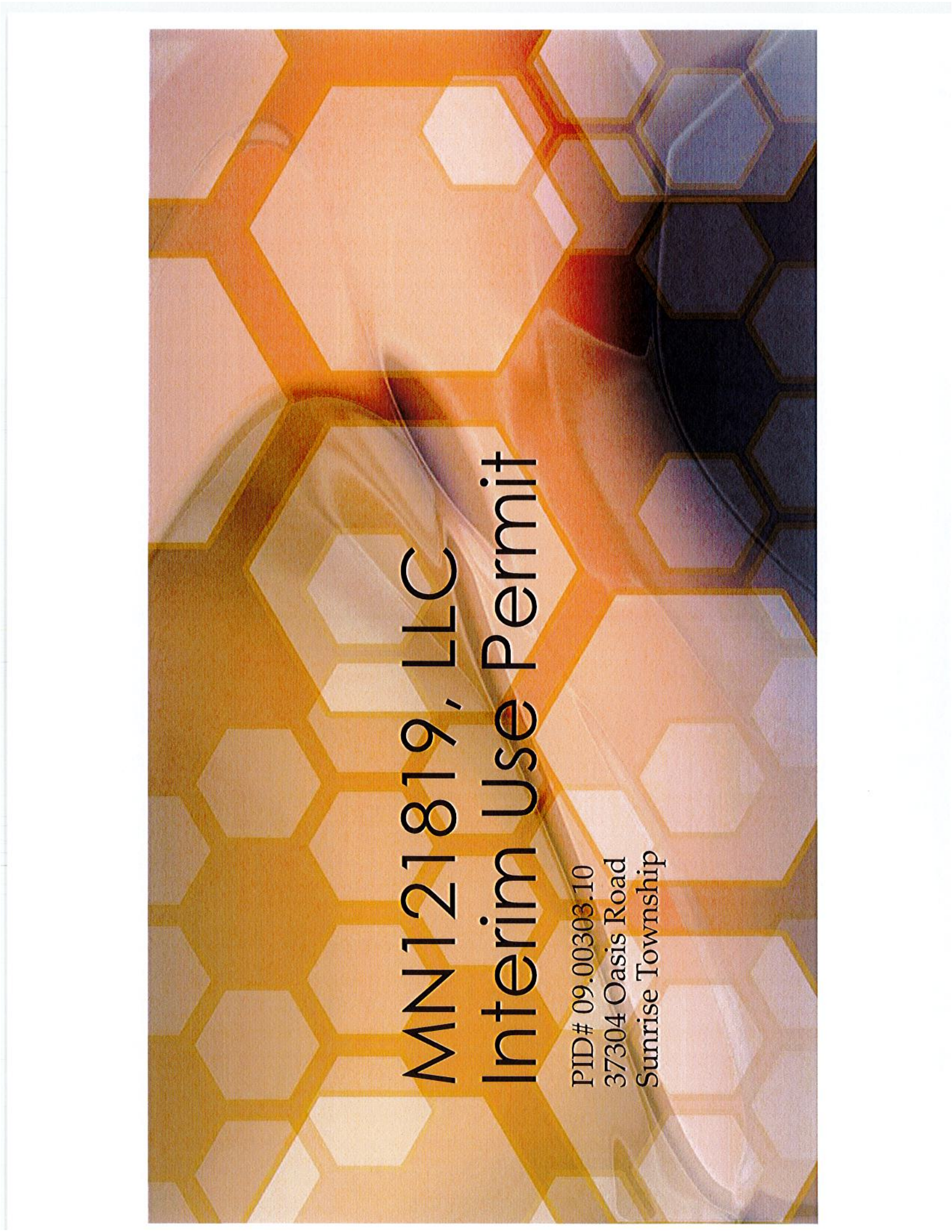
Gregg Carlson _____
Douglas Greene _____
Becky Strand _____

John Sutcliffe _____
Charles Yeager _____

Becky Strand, Chair

ATTEST:

Beth Thorp, Land Services Coordinator



MN121819, LLC Interim Use Permit

PID# 09.00303.10
37304 Oasis Road
Sunrise Township

Request Details

- Mike Bufalini – MN121819, LLC, Applicant
- Keith Johnson, Property Owner
- Zoning – AG, Agriculture
- IUP Term up to 35 years (per decommissioning plan)
- Parcel Size – 38.7 Acres
- Located SW Corner of County Road 9/Oasis Road and County Road 11/375th Street

Overview of Property



Background of Solar Permits Approved:

1st Administrative Permit issued June 2017

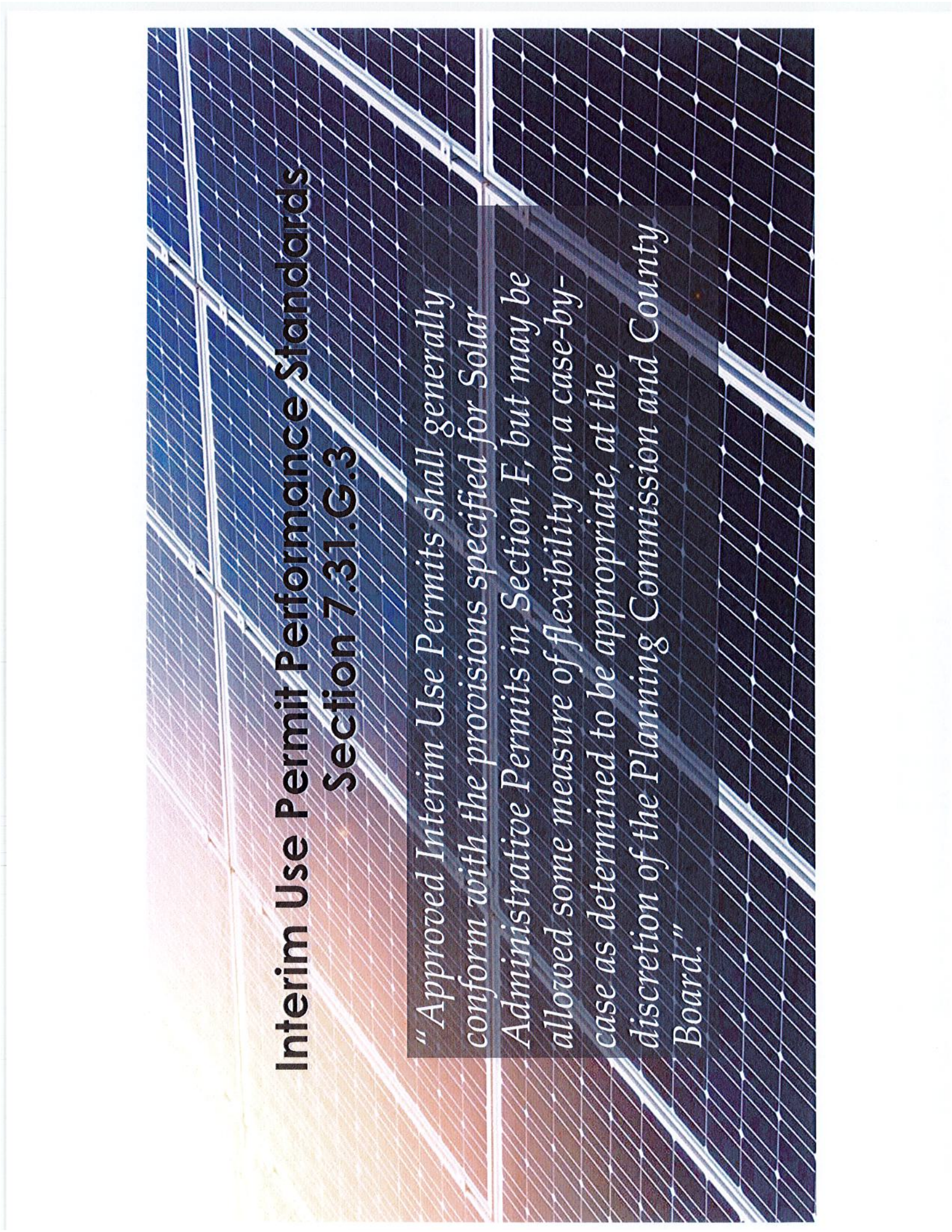
- Constructed (as shown on GIS)

2nd Interim Use Permit issued April 2019

- Null and Void April 2020 (permit was not acted upon)
- Said project of "New Application"

3rd Interim Use Permit issued November 2019

- Acted Upon – Building Permit issued



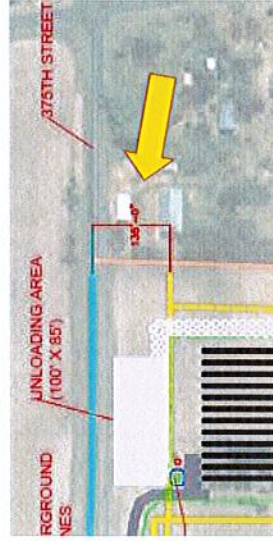
Interim Use Permit Performance Standards

Section 7.31.G.3

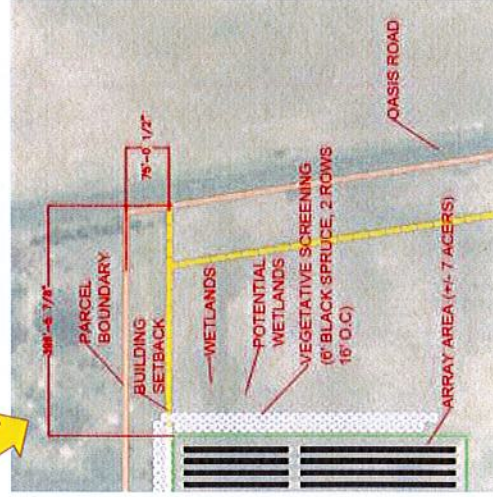
"Approved Interim Use Permits shall generally conform with the provisions specified for Solar Administrative Permits in Section F, but may be allowed some measure of flexibility on a case-by-case as determined to be appropriate, at the discretion of the Planning Commission and County Board."

Performance Standard Variation:

Cty Rd 11/375th Street



Cty Rd 9/Oasis Road

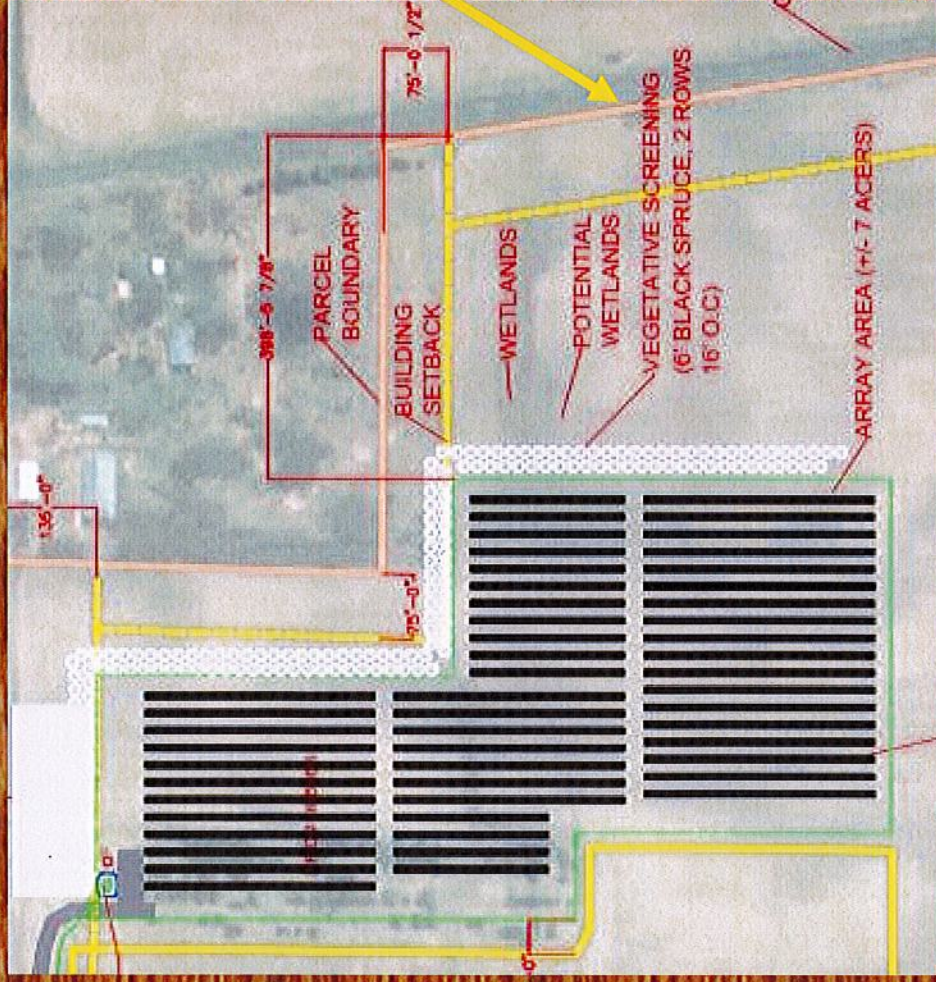


June 2020 Amended Solar Ordinance No. 061720-1 - Minimum setback from the centerline of State and County Roads for any **additional** commercial solar energy system on the same parcel is 735 feet

Proposed Setback

- 135 feet from centerline along 375th Street
- 398 feet from centerline along Oasis Road

Screening:



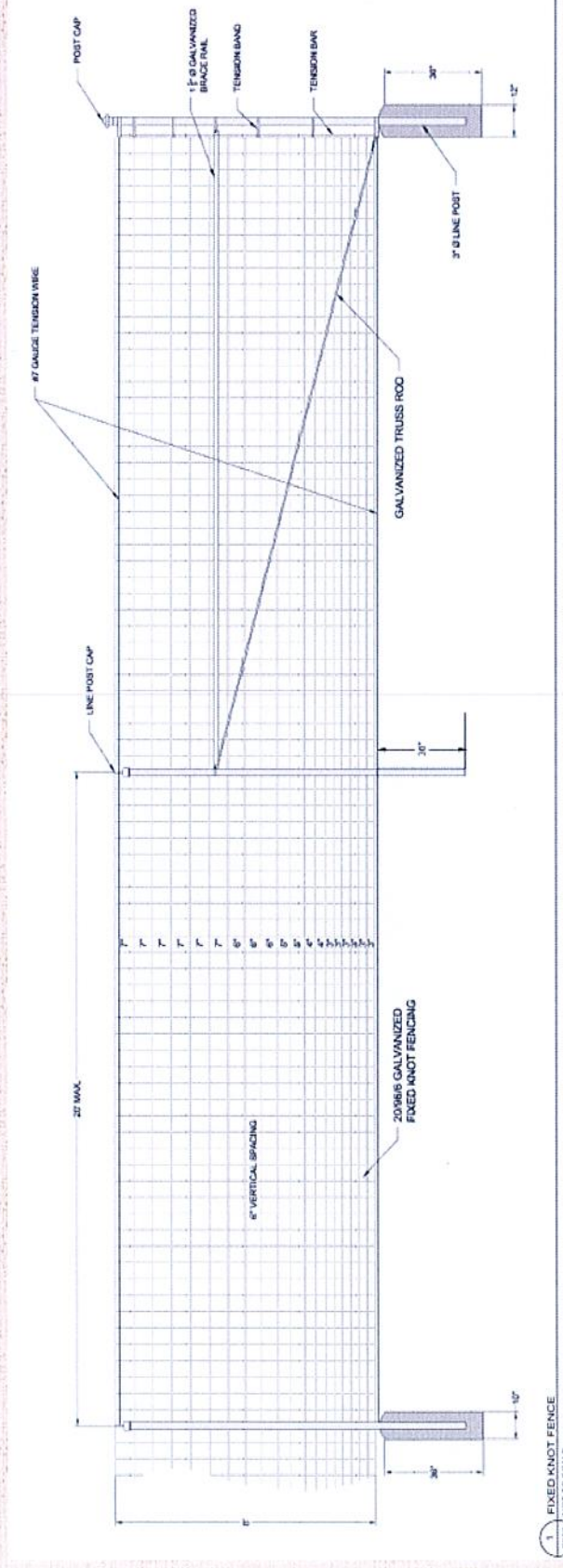
The June 2020 amended ordinance allows for planting in this manner in lieu of a certified performance based landscape plan.

**This IUP application has enhanced the landscaping by extending the plantings the full length of the project on the east side.*

**April 2019 approval only had screening as visible from road frontages and not from dwelling.*

Proposed Fencing:

- Narrative stated 6 feet tall
- Fence Plan shows 8 feet tall
- Galvanized Steel Posts



Recommended Condition

The maximum height of the solar panels shall be ten feet; perimeter fencing shall be of agricultural fencings a.k.a. "deer fence" design, with wooden posts, woven wire, no barbed wire, and constructed to be a minimum of eight feet tall.

Decommissioning Plan:

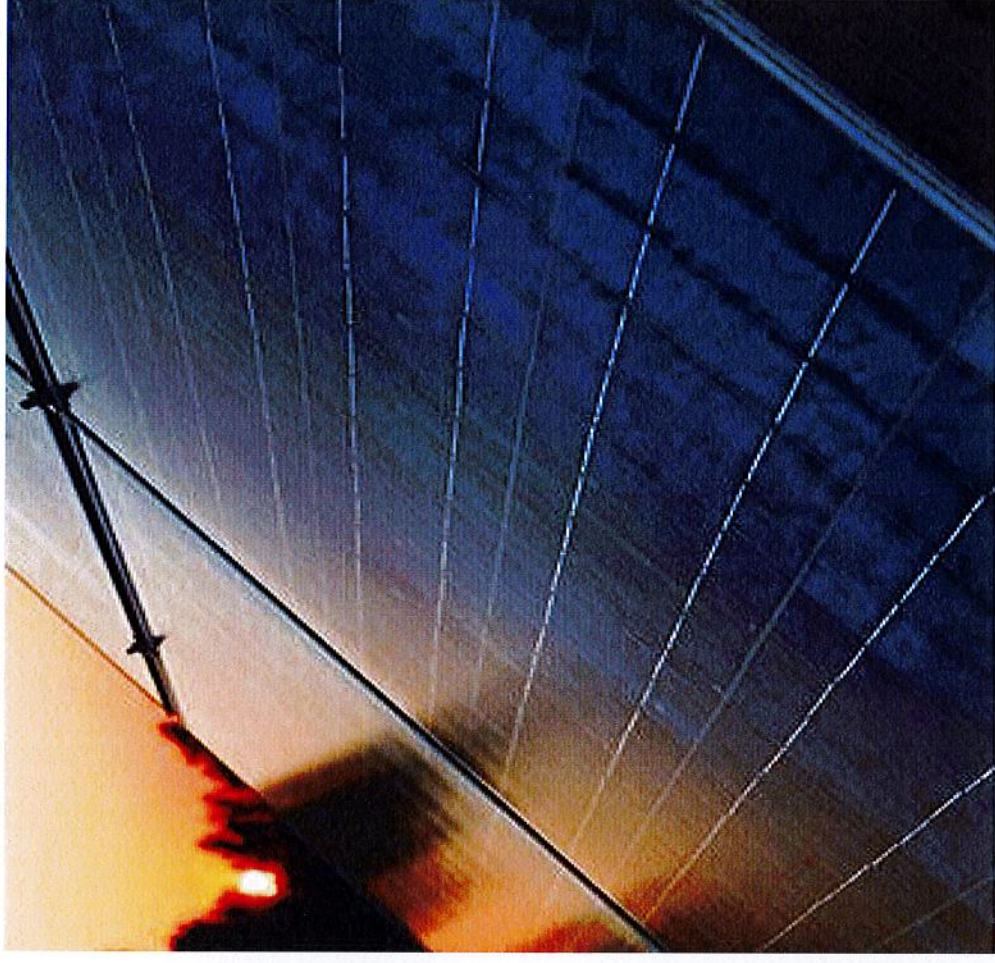
Seeking:

- *25-35 years before decommissioning or after 12 consecutive months nonuse*
- *\$25,000 financial surety bond*

June 2020 ordinance amendment added language for product stewardship of elements during project life to be included as part of the decommissioning plan.

Recommended Conditions:

- *Decommissioning disposal plan shall meet the requirements of the Chicago County Solid Waste Ordinance and applicable MPCA regulations and include a product stewardship element.*
- *Financial surety guaranteeing decommissioning in accordance with the plan shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost.*



Community Meeting Feedback

Concerns expressed:

- Existing vegetation and screening
- Ordinance requirements
- Process/Next Steps

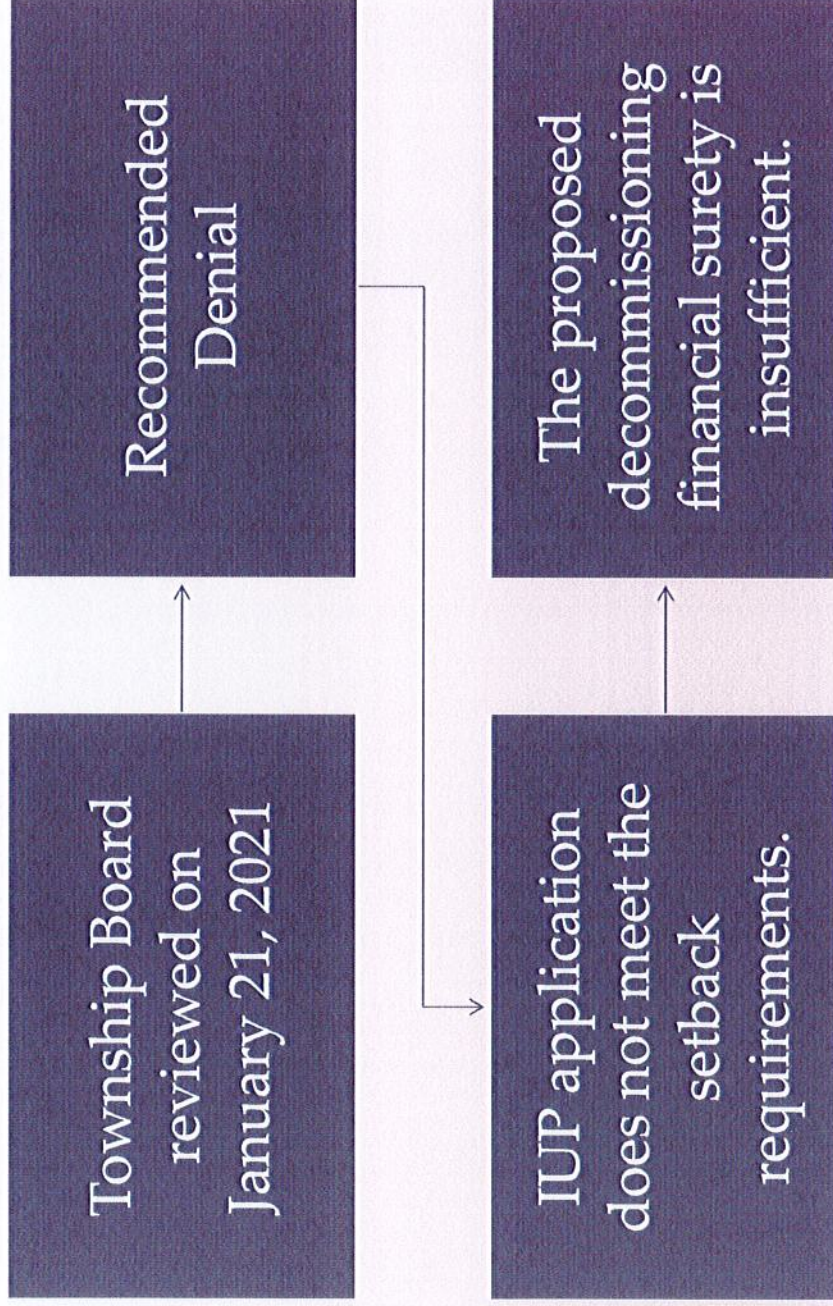
The Applicant reviewed their intent to apply for IUP and process with attendees during Community Meeting.

Township Board
reviewed on
January 21, 2021

Recommended
Denial

IUP application
does not meet the
setback
requirements.

The proposed
decommissioning
financial surety is
insufficient.





Technical Review Panel met on January 13th

- County Wetland Specialist has verified that there are no wetland impacts with the proposed.
- County Engineer, indicated that project elements/permanent construction should be kept to a minimum of 80 to 100 feet from centerline of County Roads.
- No other comments then those which were previously identified within this report were discussed

Application Deemed Complete on
December 30, 2020

60-Day Deadline will be February 28, 2021

Staff Recommendation

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 an Interim Use Permit requested by Mike Bufalini, on behalf of MN121819, LLC, at 37304 Oasis Road – PID#09.00303.10 as presented in Staff's report based on the Finding of Fact that the proposal is consistent with the zoning regulations and Comprehensive Plan for Chisago County subject to the 18 conditions noted in report or *as modified by the Planning Commission if it is deemed additional conditions should be identified.*



Staff Report

TO: Planning Commission
 FROM: Beth Thorp, Land Services Coordinator
 SUBJECT: Interim Use Permit for a Commercial Solar Energy System Located within 1320' of an Existing Solar Energy System (Sunrise Township)
 DATE: November 4, 2021

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Interim Use Permit (IUP) allowing a Commercial Solar Energy System to be located within 1320' (1/4 mile) of an existing solar energy system (on the same property).

SITE & APPLICATION INFORMATION

Applicant(s): Johnson CSG 2, LLC
 Property Owner(s): Keith Johnson
 Location: SW corner of CR 9 and CR 11 / Sunrise Township
 General Location: Section 28, Township 035, Range 020
 PID: 09.00303.10
 Property Area: 38.74 Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning: Agricultural (AG) District
 Date Application Complete: September 1, 2021
 60-Day Review Period: October 31, 2021
 Extended Review Period: December 1, 2021



BACKGROUND & DISCUSSION

The subject site, generally located at the SW corner of CR 9 and CR 11, is 38.74 acres in size and is currently developed with two solar energy systems. An administrative permit was issued in June 2017 for the first solar array located along the west property line. This array is set back 135' from CR 11 / 375th Street and is visible on the aerial photo above.

In November 2019 the Planning Commission recommended approval and the County Board approved an IUP for what would become the second constructed solar array on the subject site. This array is located along the south property line and is situated approximately 250' – 300' from CR 9 / Oasis Road. The second constructed solar array is depicted on the aerial photo above. Both the first and second constructed solar arrays were installed meeting or exceeding roadway setback requirements in effect at the time of approval.

In 2020 the Planning Commission recommended and the County Board approved amendments to the County's Solar Energy Systems regulations. The County adopted new standards for solar arrays, including increased setback requirements from roads. More specifically, the roadway setback

requirement for any second or successive solar array on an individual property changed from 135' to 735'.

In 2021 the applicant and property owner applied for an IUP to gain approval for what would become the third constructed solar array on the subject site. The proposed project had received approval in 2019 under the County's former Solar Energy Systems regulations, but approval became null and void when it was not acted upon within one year. The proposal presented minimal modifications from that of the original 2019 proposal, which means it did not meet the County's new 735' setback requirement. In February 2021 the Planning Commission recommended denial and the County Board denied the IUP due to the proposed solar array not meeting minimum setback requirements.

In response to the February 2021 denial, the applicant and property owner requested and were granted a Variance from the Chisago County Board of Adjustment and Appeals in September 2021. The approved Variance allows a roadway setback range of approximately 380' – 455' from CR 9 and 135' from CR 11. The range is due to the position of the solar array in relation to the angled CR 9 roadway.

With Variance approval in hand and having waited the required six months for reapplication of the IUP, the applicant and property owner are now seeking IUP approval to install the Commercial Energy Solar System. The system is proposed to be located immediately east of the first constructed system and immediately north of the second constructed system, as generally depicted on the aerial photo above.

SITE PLAN / PROPOSAL ANALYSIS

The application for IUP included a written narrative dated August 30, 2021. According to the written narrative, the Commercial Solar Energy System is designed to consist of approximately 4,046 solar panels mounted on a steel and aluminum racking structure positioned at a fixed 30° tilt. The panels will average a height of 10' above grade and will not exceed a maximum height of 20' above grade. The racking system will be installed in the ground with I-beams driven directly into the ground at a depth between 6'-10' depending on soil conditions. The equipment is designed to withstand winds up to 90 mph and snow loads of 60 lbs/sf.

Zoning Ordinance Section 7.31 Solar Energy Systems, G. Interim Use Permit (IUP) Requirements, 3. Interim Use Permit Performance Standards states that approved Interim Use Permits shall generally conform with the provisions specified for Solar Administrative Permits, but may be allowed some measure of flexibility on a case-by-case basis as determined to be appropriate, at the discretion of the Planning Commission and County Board. Performance standards for administrative permits, and thereby systems granted by IUP, include:

Noise

The Zoning Ordinance limits construction and routine maintenance activities to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded. The written narrative states that operating hours during construction will be limited to 8:00 am – 6:00 pm. The project is proposed to commence in March 2022 and be complete by October 2022.

Site Sediment and Erosion Control

The applicant is required to implement those MPCA-recommended erosion and sediment control which are deemed applicable by the Department. If applicable, the Permittee shall obtain an NPDES Permit, and provide the Department with the Storm Water Pollution

Prevention Plan (SWPPP) submitted to the MPCA as part of the (NPDES) permit application. Those erosion and sedimentation control measures determined to be necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.

The written narrative indicates that measures will include the use of erosion control logs and silt fences where necessary, and establishment of a germinated pollinator-friendly vegetative base underneath the project area before construction begins to prevent erosion. Further, Johnson CSG 2, LLC will submit for the NPDEA Permit and will provide the Department with Storm Water Pollution Prevention Plan (SWPPP) prior to and during the construction process.

Visual Screening and Landscape Plan

The Zoning Ordinance requires that all Commercial Solar Projects include the development, installation, and maintenance of a performance-based landscape plan (wind row style plantings) placed outside the fenced perimeter and consisting of suitable native shrubbery and trees. Trees and/or shrubs shall be a minimum of six feet tall when planted and shall reach project-affiliated fence height and leaf-on conditions 75% opacity screening by the end of year three of the project.

1. A landscape plan designed by Minnesota- licensed landscape engineer or Minnesota- certified arborist shall be submitted verifying that the above-stipulated height and opacity goals will be achieved by the end of year three of the project, given normal growing conditions.
2. Financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals are achieved by the end of year three shall be provided prior to building permit approval.
3. Perimeter fence and landscape improvements shall be installed prior to all other above grade site improvements and confirmed compliant by county inspection.

The written narrative outlines plans for vegetative screening, which includes the installation of two staggered rows of six-foot black spruce trees spaced 16' on center. The trees will be planted on the north, east, and south sides of the solar array outside of the fenced perimeter. The applicant proposes to provide a financial surety in an amount great enough to guarantee that the screening goals of 75% opacity and tree height are met, prior to submitting a building permit.

While staff is generally satisfied with the proposed plantings, it does not appear that the applicant has provided a landscape plan meeting all requirements of condition #1 above. To fully satisfy the condition, a qualified landscape professional must simply sign off on the suitability of the proposed plan. Staff has incorporated submission of a landscape plan as a recommended condition of approval in the attached resolution.

Ground Cover

The written narrative indicates that the applicant voluntarily participates in the Pollination Pledge and has agreed to seed with native pollinator friendly vegetation underneath the panels and in surrounding areas within the project site. The seed mix used for ground cover will, in addition to other benefits, minimize erosion, improve water quality, and infiltrate stormwater runoff.

Wetlands

All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420. The applicant submitted a wetland delineation report dated December 2018 and it was reviewed by the Chisago County Wetland Specialist. The Wetland Specialist's conditions of approval have been incorporated into the attached resolution for consideration.

Blanding's Turtle

The applicant is required to follow the DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.

Security Fence

The security fence surrounding the facility is required to be agricultural fencing, also known as "deer fence" which is of woven wire composition. The written narrative states that the proposed solar array will be contained within an area protected by a 7' "fixed knot" fence with wooden posts.

Consistent with past projects, staff has incorporated a recommended condition of approval stating that the fence shall be a minimum of 8' in height.

Maintenance

The applicant is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of project property, including disposal of trash, waste, and other detritus, for the life of the project. Such maintenance shall include sustaining and maintaining the visual screening buffer in an attractive and aesthetically pleasing manner.

The written narrative states that a dumpster will be on site during the entire construction process and other materials will be stored and locked in storage containers placed on site.

Financial Surety / Site Restoration

The Zoning Ordinance requires that, at time of building permit application, the project developer submit a decommissioning plan for ground-mounted Commercial Solar Energy Systems to ensure that the permittee properly removes the equipment and facilities upon the end of project life or after their useful life. The plan shall include provisions for the removal of all structures and foundations, the removal of all electrical transmission components, the restoration of soil and vegetation and a soundly based plan ensuring financial resources will be available to fully decommission the site. The permittee shall provide an industry engineer's estimate of the eventual decommissioning cost and shall post financial surety in an amount equal to or greater than 125% of the engineer's estimated cost, to ensure proper decommissioning. All solar projects and decommissioning plans shall be subject to biennial review of current relevant economic factors associated with solar projects, solar technology and the solar industry, and may be subject to revised or escalated financial surety requirements, as determined to be necessary by the County Board of Commissioners. Failure to maintain financial surety and current decommissioning plan shall be grounds for revocation and/or nullification of permit.

The written narrative details the applicant's decommissioning plan and proposes a surety of \$84,550 per megawatt. This amount appears to be 100% of the cost to remove the solar array

and restore the project area, rather than the required 125%. The attached resolution for consideration includes a condition requiring the financial surety to be the full 125% along with submission of a detailed estimate to support the estimated cost and financial surety amount.

Setbacks

The required minimum setback from roadways and neighboring property lines for all project elements including structures, panels, racking systems, and security enclosure, are as follows:

- 75' from all non-right of way property lines or 275' from any dwelling, whichever is greater.
- 135' from the centerline of State and County Roads for the first commercial solar energy system on any single parcel and 735' from the centerline of State and County Roads for any additional commercial solar energy system on the same parcel.
- 135' from centerline of all other public roads.

The site plan dated received September 29, 2021 shows that the project location is set back 75' from the northern-most eastern property line and the eastern-most northern property line (the L-shaped property boundary in the NW corner of the subject site) and it exceeds the more restrictive 275' setback from the dwelling located immediately northeast.

The applicant requested and received a Variance to the roadway setback requirements listed above in September 2021. The attached site plan, Plan Sheet PV1 dated received September 29, 2021, accurately reflects the Variance granted by the Board of Adjustment and Appeals.

Interconnection Equipment

Interconnection equipment is required to be mounted at grade whenever possible.

As part of the review process, the Technical Review Committee met on September 8th. Aside from comments received from the Wetland Specialist and incorporated as recommended conditions of approval, there were no concerns identified by the committee.

Given that the applicant applied for Variance and IUP at the same time, the applicant granted the County an extension to the state mandated 60-day review period in order to allow time to review the requests separately. The extended review period expires on December 1, 2021.

FINDINGS OF FACT

Zoning Ordinance Section 8.04-1 Interim Use Permits (IUP), C. states that the Planning Commission shall consider possible effects of the proposed interim use based upon, but not limited to, the general factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's consideration.

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

Finding #1 *Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning*

Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.

- | | |
|------------|--|
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |
| Finding #3 | <i>The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping.</i> |
| Factor #4 | The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties; |
| Finding #4 | <i>The proposed Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays have had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.</i> |
| Factor #5 | The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use; |
| Finding #5 | <i>The existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.</i> |
| Factor #6 | The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use; |
| Finding #6 | <i>Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an interim use in the Agricultural (AG) District.</i> |
| Factor #7 | The proposed use will not cause traffic hazard or congestion; and |
| Finding #7 | <i>The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.</i> |
| Factor #8 | The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness. |

Finding #8 The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process, and will be consistent in every other manner with existing solar arrays within the County. The County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

TOWNSHIP RECOMMENDATION

The Sunrise Town Board reviewed the proposed Variance and IUP at its September 16th meeting. The Town Board motioned “to accept Sunrise Township’s Planning Commission recommendation to deny the Variance and IUP because the setbacks requested are so far removed from the language of the amended Chisago County Zoning Ordinance Section 7.31, Subsection F, Paragraph 10, (which requires 735’ from centerline of state and county roads) that we don’t feel Sunrise Township can act on it; and also because the \$25,000 decommission security falls far too short of 125% of the stated \$87,767.00 cost of decommissioning.”

STAFF RECOMMENDATION

Taking into consideration the roadway setback Variance that was independently granted by the Board of Adjustment and Appeals in September 2021, staff believes that the proposed IUP for Commercial Solar Energy System complies with and is consistent with the intent of the County’s Zoning Ordinance. Barring any new or unknown evidence of compliance discovered after the completion of this report, or during the course of the public hearing, staff recommends approval of the IUP with conditions (see below) and has prepared a resolution for the Commission’s consideration.

Recommended Condition(s):

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to be necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. Landscaping shall include a minimum of two staggered rows of six-foot black spruce trees spaced at

16-foot on center, located outside of the fenced perimeter. The plan shall be submitted prior to building permit approval.

6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.
7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.
9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
13. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
14. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
15. The permittee shall locate and survey all delineated wetland areas.
16. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.

17. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
18. Interconnection equipment shall be mounted at grade level whenever possible.
19. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.
20. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

OPTIONS

1. Recommend that the County Board **approve** the Interim Use Permit with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Interim Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Interim Use Permit based on factors deemed appropriate. *(Note: the Commission will need to include specific factor(s) for denial in its motion.)*
3. Recommend that the County Board **table action** to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The extended review period expires on December 1, 2021.

ACTION REQUESTED

Motion to adopt Resolution No. PC2021-1102, a resolution recommending approval of an Interim Use Permit allowing a Commercial Solar Energy System, with conditions as presented or amended.

If the Commission chooses to recommend denial of the request for IUP, staff will prepare a revised resolution based on the Findings of Fact established by the Commission.

ATTACHMENTS

1. Draft Resolution No. PC2021-1102
2. Interim Use Permit Application Materials
 - Application dated signed August 30, 2021
 - Written narrative dated August 30, 2021
 - Community meeting summary report
 - Interconnection application
 - Site plan dated received September 29, 2021

CC: Johnson CSG 2, LLC, applicant
Keith Johnson, property owner
County File

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 11
Title of Item for Consideration: Chisago County / Isanti County Household Hazardous Waste Collection Agreement	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – Solid Waste
Previous Action on this Matter: The Agreement between Chisago County and Isanti County for Household Hazardous Waste Collection vouchers is a renewal of a current contract. The program has been in place since 2003.	
Background: The 2022/26 contract with Isanti County is a renewal and will allow Isanti County residents to continue using the Chisago County Household Hazardous Waste Facility to dispose of and recycle their household hazardous waste (HHW) through a voucher program. Vouchers are distributed upon request by Isanti County whose residents in turn are permitted to participate in the HHW collection process at the HHW facility located in North Branch. Chisago County will be reimbursed \$60.00 per voucher for the costs of HHW handling and disposal. This cooperative service arrangement resulted in 174 Isanti County resident participants to the facility in 2021. Attachment(s): Chisago County / Isanti County Household Hazardous Waste Collection Agreement	
Action Requested / Recommended: It is respectfully requested that the Chisago County Board affirmatively consider renewing the Agreement between Chisago County and Isanti County for Household Hazardous Waste Collection. The suggested motion to approve this action is as follows: <i>“Move to approve the 2022/26 Agreement between Chisago County and Isanti County for Household Hazardous Waste Collection.”</i>	
Implications of Action: Isanti County does not currently have an HHW facility. This agreement allows Isanti County to offer ongoing HHW service to their residents, while giving Chisago County an additional opportunity to fully utilize our HHW facility resources. Budget/Financial Implications: This agreement will reimburse Chisago County for all the costs incurred by Isanti County for residential HHW drop offs at the North Branch HHW site. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The County Attorney has reviewed the contract.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

An Agreement between
CHISAGO COUNTY and ISANTI COUNTY
FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION

1. PARTIES

The parties to this Agreement are:

- a. Chisago County
- b. Isanti County

2. PURPOSE

This Agreement shall establish a mechanism to allow residents of Isanti County to use Chisago County's Household Hazardous (HHW) facility and to provide for the payment of costs incurred by Chisago County from residents of Isanti County.

3. TERM

The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2026, unless earlier terminated as provided herein.

4. DEFINITIONS

Terms used in this Agreement shall have the following meanings:

- a. Counties: Chisago and Isanti Counties.
- b. Generator Identification Number. The site specific number a generator must obtain from the Environmental Protection Agency (EPA) prior to transportation, treatment, storage, or disposal of any hazardous waste.
- c. Household Hazardous Waste (HHW). Waste as defined in Minn. Stat. Section 115A.96, subdivision 1(b) (2013).
- d. Household Hazardous Waste Facility. The Chisago County Household Hazardous Waste Facility - for collection, management, and storage of HHW.
- e. MPCA Approved Contractors shall mean contractors evaluated and approved by the Minnesota Pollution Control Agency (MPCA) for the packaging, transportation, management, and disposal of Household Hazardous Waste, the use of which the MPCA has authorized in writing.
- f. Special Handling shall mean services including long-term storage, handling by a bomb squad or other extraordinary treatment and/or disposal practices.

5. AUTHORIZATION

The Counties agree that:

- a. A resident of Isanti County may use the Household Hazardous Waste facility in Chisago County, only with the permission of Isanti County by means of a voucher available at the Isanti County Zoning Office. Chisago County shall have the right to refuse to accept HHW that will require special handling.
- b. Chisago County will use an MPCA approved contractor for the packaging, transportation, management, and disposal of HHW.
- c. Chisago County will provide an EPA site-specific generator identification number through its contract with the MPCA.

6. PAYMENT

Isanti County shall pay to Chisago County a \$60.00 fee per household, plus special handling costs, as set forth in Schedule A attached. Chisago County shall invoice Isanti County quarterly. The invoice shall provide supporting documentation and specify the number of Isanti County household served by the program, the management and Special Handling Costs charged per vehicle, and the total amount due. Isanti County shall pay Chisago County within 30 days of the receipt of the invoice.

7. RECORDS

The Counties shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Minn. Stat. 16C.05. The Counties shall maintain strict accountability of all funds and maintain records of all receipts and disbursements for a minimum of six (6) years.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each county agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire Agreement of the parties and that these Agreements supersede all oral and written agreements and negotiations between the parties relating to the subject matter hereof

11. AMENDMENTS

Except as provided in Section 6 above, any amendments, alteration, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by authorized representatives of both Counties.

12. TERMINATION

This Agreement shall terminate under the following circumstances:

- a. By mutual written agreement of both Counties; or
- b. When necessitated by law or as a result of a decision by a court of competent jurisdiction.

13. WITHDRAWAL / EFFECT OF WITHDRAWAL

A County may withdraw from this Agreement by providing 90 days written notice to the other County. Withdrawal shall not act to discharge any liability incurred by any county before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement.

14. EFFECT OF TERMINATION

Termination shall not discharge any liability, responsibility, or right created or incurred by the parties and shall not affect the obligations set forth in paragraphs 5.b, 5.c., 6 and 15 herein which shall continue in full force and effect. Each party to this Agreement shall be liable for its own acts to the extent provided for by law.

15. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

- a. General Indemnification. Except as set forth in paragraph 1 Sc. of this Agreement, the Counties agree that each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of any other party and the results thereof. Each party, therefore, agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operation, and operations of its agents, employees or contractors. Each party shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Environmental Impairment Claims. It is the intention of the parties that Chisago County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter 'Superfund Liability') resulting from the operation of the Chisago County Household Hazardous Waste program. Chisago County shall defend, indemnify and hold harmless Isanti County pursuant to Section 15(a) for any Superfund Liability resulting from Chisago County's Household Hazardous Waste program, including Superfund Liability related to waste delivered from Isanti County pursuant to this Agreement.
- c. Indemnification for Benefit of Counties. The indemnification provisions of this Section 15 are for the benefit of the Counties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. § 466.01 - .15 (2013), or any other law, legislative or judicial, which limits governmental liability.

16. COUNTERPARTS

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

17. SURVIVAL

Sections 6, including Schedule A, 7, and 15 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

SCHEDULE A

FEEES

SPECIAL HANDLING COSTS

1. Bomb squad costs will be actual costs billed by county's contractor.
2. Unidentified waste analysis will be actual costs billed by county's contractor.
3. Dioxin containing wastes or other wastes requiring special handling will be the actual costs of special management, long term storage, and ultimate disposal billed by county's contractor.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the County has executed this Agreement as of the date first written above.

Chisago County

By _____
Chair, Chisago County Board of Commissioners

Date _____

~~~~~  
Recommended for Action:

By \_\_\_\_\_  
Chisago County Solid Waste Administrator

Date \_\_\_\_\_

~~~~~  
Reviewed and Approved to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY



By: _____
Jeffrey B. Fuge, Assistant County Attorney

Date: November 9, 2021 _____

IN WITNESS WHEREOF, the County has executed this Agreement as of the date first written above.

Isanti County

By _____
Chair, Isanti County Board of Commissioners

Date _____

~~~~~  
Recommended for Action:

By \_\_\_\_\_  
Isanti County Solid Waste Administrator

Date \_\_\_\_\_

~~~~~  
By _____
Isanti County Attorney

Date _____

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 12
Title of Item for Consideration: 2022-23 Professional Technical Services Contract between Chisago County and the Chisago Soil and Water Conservation District for LID	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning on behalf of the Chisago Lakes Lake Improvement District
Previous Action on this Matter: Chisago County has approved biannual Professional Technical Services contracts with Chisago Soil and Water Conservation District since 2011.	
Background: At the request of the Chisago Lakes Lake Improvement District (LID), County Board consideration of the proposed 2022-23 Professional Technical Services Contract in the amount of \$78,000 is respectfully requested. If approved, five work tasks will be performed for the LID by the Chisago SWCD: - Complete an assessment of water quality monitoring completed by LID or SWCD staff or local volunteers during the summer of 2022. - Coordinate implementation of Best Management Practices projects identified in stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes Watershed. - Provide general maintenance of stormwater Best Management Practices that have been installed throughout the Chisago Lakes Chain of Lakes Watershed. - Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the LID. - Implement a landowner cost share program for installation of urban, rural and shoreland best management practices within the LID	
Attachment(s): 2022-23 Professional Technical Services Contract	
Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2022-23 Professional Technical Services Contract. The suggested motion to approve this action is as follows: <i>“Move to approve the 2022-23 Professional Technical Services Contract with the Chisago Soil and Water Conservation District.”</i>	
Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.	
Budget/Financial Implications: The work tasks in the 2022-23 Contract are included in the proposed 2022 LID budget and were approved by the LID Board at their November 1 meeting. The total 2022-23 contract amount is \$78,000.	

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The contract is subject to County Attorney approval as to form.

Administrator's Recommendation

Approve

CB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT
By and Between Chisago County and
Chisago Soil and Water Conservation District

THIS CONTRACT, and any subsequent amendments and supplements thereto, is between the County of Chisago, a body politic and corporate (hereinafter "the County") on behalf of the Chisago Lakes Lake Improvement District (hereinafter, "the CLLID") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago.

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

WHEREAS, SWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and

WHEREAS, SWCD has the interest and possesses the professional and technical expertise to assist the CLLID in meeting the goals of the approved CLLID Water Resources Management Plan; and

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

NOW, THEREFORE, it is agreed:

1. SCOPE OF WORK: Work to be performed by the SWCD staff includes, but is not limited to:

- Exhibit A: Goal 1, Obj. 2: Lake Water Quality Monitoring Report: \$5,000
- Exhibit B: Goal 3, Obj. 2: Matching Funds – Install Projects: \$45,000
- Exhibit C: Goal 3, Obj. 3: Best Management Practice Maintenance: \$8,000
- Exhibit D: Goal 6, Obj. 1: Lakeshore and Urban Restoration: \$10,000
- Exhibit E: Goal 6, Obj. 2: Landowner Cost Share Program: \$10,000

2. FEES AND COMPENSATION: An invoice that details the work performed by the SWCD staff shall be submitted to the CLLID on a monthly basis. Invoices will indicate hours and mileage by personnel and project work task. The SWCD will bill at a rate not to exceed:

Technical/Specialist Staff: \$65/hour
Engineering Specialist: \$90/hour

All mileage will be reimbursed at the current IRS approved mileage rate. Payment shall be made promptly by the County after presentation of validated invoice and acceptance of the service by the County's authorized representative.

3. TERM OF AGREEMENT: The effective date of the agreement is January 1, 2022 and will continue until December 31, 2023.

4. 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: Jerry Spetzman or successor
Address: 313 North Main Street, Rm. 243, Center City, MN 55012
Telephone: 651-213-8383
E-Mail: jerry.spetzman@chisagocounty.us
Fax: 651-213-8385

B. The SWCD's authorized representative for the purpose of administration of this contract is:

Name: Craig Mell or successor
Address: 38814 Third Avenue, North Branch, MN 55056
Telephone: 651-674-2333
E-Mail: craig.mell@mn.nacdnet.net

5. 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 SWCD. In the event of such a cancellation, the SWCD 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 SWCD 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 SWCD 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.

6. ASSIGNMENT: The SWCD shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

7. LIABILITY & INSURANCE:

- A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the SWCD or SWCD agents or employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this contract. Likewise the County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Contract.
- B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) liabilities. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.

- ✓ General Liability; ☐ Professional Liability; ✓ Automobile Liability
- At coverages of: \$500,000/claim; \$1,500,000/occurrence
- ✓ Workers' Compensation, as required by Minnesota law; ☐ Other _____

8. WORKER'S COMPENSATION. The SWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The SWCD'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.

9. GOVERNMENT DATA PRACTICES ACT. The SWCD 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 SWCD 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 SWCD or County.

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

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

- B. The SWCD 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 SWCD shall indemnify and defend, to the extent permitted by the Attorney General, County at the SWCD'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 SWCD 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 SWCD'S or County's opinion is likely to arise, the SWCD 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.

11. 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.

12. 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.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SWCD 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.

14. SUBCONTRACTING AND ASSIGNMENT. SWCD 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, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

15. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Contract on the Date(s) indicated below and shall take effect upon January 1, 2022, irrespective of the dates of signatures below.

CHISAGO COUNTY:

By: _____
Chair of the Board, Chisago County Board of
Commissioners

Date: _____

Witnessed: _____
Clerk to the Board

Date: _____

CHISAGO SWCD:

By: _____
Chair of the Board, Chisago Soil and Water
Conservation District

Date: _____

Witnessed: _____
District Administrator

Date: _____

CHISAGO LAKES LAKE IMPROVEMENT DISTRICT:

By: _____
Chair of the Board, Chisago Lakes Lake Improvement
District

Date: _____

Witnessed: _____
District Administrator

Date: _____

Reviewed/Approved by County Attorney:

By: _____
Chisago County Attorney

Date: _____

Exhibit A: Goal 1, Obj. 2: Water Quality Monitoring Report: \$5,000 from FY 2022 Budget

1. Task

Complete an assessment of the water quality monitoring completed by local volunteers, SWCD staff, and/or CLLID staff during the summer of 2022.

2. Outcome

Results from lakes monitoring in 2022 will be assessed and compiled into a report showing all data relative to State approved water quality standards and expected levels. This report will include data collected by local volunteers, SWCD staff, and/or CLLID staff. Data will be relayed in an easy to understand context to share this data with other landowners and lake users within the Chisago Lakes Chain of Lakes Watershed. Data will be entered into MPCA database. Monitoring reports will be available on the Chisago SWCD website and by request to the Chisago SWCD.

Exhibit B: Goal 3, Obj. 2: Matching Funds – Install Projects: \$45,000 from FY 2022 Budget

1. Task

The SWCD will continue to coordinate the delivery of the CLLID Best Management Practice (BMP) cost-share program in conjunction with the SWCDs State and Federal grants to implement BMPs identified in the stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes watershed. Program materials will include application forms, evaluation criteria, information packets, annual reports, and other items as needed to ensure a smooth-running cost-share program. Overall program coordination, summary reports, and ongoing program evaluation will be provided by the SWCD.

2. Outreach

Targeted and broad-based outreach techniques will be used to generate interest in the cost-share program. Outreach will be coordinated with the CLLID and other SWCD activities.

3. Project Database

Project information will be tracked in a database and locations will be mapped in Geographic Information Systems (GIS).

4. Site Reviews and Project Evaluation

The SWCD, utilizing the completed stormwater retrofit assessments, will prioritize catchments to work in and contact landowners to begin the process of identifying potential BMP implementation. Other activities will include: determining site specific BMP Program eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs.

5. BMP Design and Contractor Assistance

The SWCD will coordinate BMP design assistance. Design support will be provided by SWCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. The SWCD will assist landowners with obtaining qualified contractors to install BMPs.

6. Construction Monitoring (Site inspections)

The SWCD will monitor construction activities to verify proper implementation of BMPs.

7. Long Term Monitoring

The SWCD will provide long term monitoring of installed BMPs.

8. Cost Share Contracts and Payment

The SWCD Board will approve all cost share contracts per the requirements of CLLID resolutions 11/0404-1 and 11/0801-3. The SWCD Board will certify all projects as complete and issue a final payment. Upon final payment being made by the SWCD, the SWCD will invoice the CLLID for their portion of the cost share project.

9. Communication with CLLID Board

The SWCD will regularly communicate with CLLID Board on project selection and status.

10. Miscellaneous Services

Other services will be provided as requested by the CLLID to implement and carry out the CLLID cost share program.

Exhibit C: Goal 3, Obj. 3: Best Management Practice Maintenance: \$8,000 from FY2022 Budget

1. Task

SWCD Staff will provide the CLLID with general maintenance of stormwater Best Management Practices (BMPs) that have been installed throughout the Chisago Lakes Chain of Lakes. Priority given to projects installed on County owned property. General maintenance of water quality BMPs includes: weeding, replacing plants, replacing mulch, removing trash, trimming plants, removing leaves, removing built up sediment, and minor construction work to fix onsite problems with the water quality BMP.

Exhibit D: Goal 6, Obj. 1: Lakeshore and Urban Restoration: \$10,000 from FY2022 Budget

1. Task

Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the CLLID.

2. Outcomes:

- Assist individual landowners with their natural resource questions and concerns.
- Make onsite natural resource investigations as requested by individual residents.
- Assist landowners by evaluating runoff, erosion, and other watershed features as requested.
- Assist landowners with developing restoration plans.
- Provide planning, design, and engineering best management practice assistance for erosion, sediment control projects, and other water quality needs.
- Layout and supervise construction of erosion control projects using cost share and grant dollars when available, and certify implementation.
- Provide long term monitoring of installed BMPs.

Exhibit E: Goal 6, Obj. 2: Landowner Cost Share Program: \$10,000 from FY 2022 Budget

1. Task

The SWCD will coordinate the delivery of the CLLID Landowner Cost Share Program in conjunction with other SWCD grant programs. 100% of these funds will be utilized as landowner cost share to implement BMPs throughout the watershed. Program materials will include application forms, evaluation criteria, information packets, annual reports, and other items as needed to ensure a smooth-running cost-share program. Overall program coordination, summary reports, and ongoing program evaluation will be provided by the SWCD. Projects eligible for the CLLID Landowner Cost Share Program include rain gardens, shoreline restorations, and other best management practices in high priority areas that are not included in Exhibit C: Goal 3, Obj. 2: Matching Funds of this contract.

2. Outreach

The Chisago SWCD and the CLLID will advertise that financial cost-share assistance is available as staff time is available.

3. Site Reviews and Project Evaluation

The SWCD will conduct site visits with interested landowners. Activities will include: determining site specific BMPs eligibility and priority, assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs.

4. BMP Design and Contractor Assistance

The SWCD will coordinate BMP design assistance. Design support will be provided by SWCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or consultant. The SWCD will assist landowners with obtaining qualified contractors to install BMPs.

5. Construction Monitoring (Site inspections)

The SWCD will monitor construction activities to verify proper implementation of BMPs.

6. Long Term Monitoring

The SWCD will provide long term monitoring of installed BMPs with permission from the landowner.

7. Cost Share Contracts and Payment

The SWCD Board will approve all cost share contracts per the criteria established by the CLLID Board. The SWCD Board will certify all projects as complete and issue a final payment. Upon final payment being made by the SWCD, the SWCD will invoice the CLLID for their portion of the cost share project.

8. Communication with CLLID Board

The SWCD will regularly communicate with CLLID Board on project selection and status.

Chisago County Request for Board Action

Meeting Date: November 17, 2022	Item Number: 13
Title of Item for Consideration: 2022-2024 East Metro Water Resource Education Program agreement between Chisago County and Washington Conservation District	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning on behalf of the Chisago Lakes Lake Improvement District (CLLID)
Previous Action on this Matter: None.	
Background: The East Metro Water Resource Education Program (EMWREP) is a partnership of over 25 local units of government, hosted by the Washington Conservation District. The partnership was formed in 2006 in Washington County. The program is now expanding into Chisago, Isanti and Pine Counties. The purpose of the shared education program is to provide education about the impacts of non-point source pollution on local lakes, rivers, wetlands and groundwater resources and to engage people and communities in projects that will help to protect and improve water quality in the lower St. Croix watershed. The educational program will provide resources on: • General water and watershed education • Municipal separate storm sewer system stormwater education • Blue Thumb – Planting for Clean Water • Outreach support for partner programs and plans • Volunteer engagement • Education partnerships • Media and communications • Stormwater U for municipal staff and businesses • Groundwater education • Aquatic invasive species education	
Attachment(s): • Agreement between Washington Conservation District and Chisago County, on behalf of the Chisago Lakes Lake Improvement District for the 2022-2024 East Metro Water Resource Education Program • EMWREP Overview for Northern Partners	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement between Washington Conservation District and Chisago County, on behalf of the Chisago Lakes Lake Improvement District, for the 2022-24 East Metro Water Resource Education Program. Funding for the 2022 program is \$6,685.62. The suggested motion is as follows: <i>“Move to approve the agreement between Washington Conservation District and Chisago County, on behalf of the Chisago Lakes Lake Improvement District, for the 2022-24 East Metro Water Resource Education Program. Funding for the 2022 program is \$6,685.62.”</i>	

Implications of Action: Participation in the EMWREP program will improve education/outreach about non-point source pollution and aquatic invasive species within the CLLID.

Budget/Financial Implications: The agreement amount is \$6,685.62 per year for three years. The total agreement for three years is \$20,056.86. The work tasks in the 2022-24 agreement are included in the proposed 2022 CLLID budget and were approved by the CLLID Board at their November 1 meeting. Funding for this program will also need to be included in the 2023-24 CLLID budgets.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. County Attorney will review document as to form.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND CHISAGO COUNTY, ON BEHALF OF THE CHISAGO LAKES LAKE IMPROVEMENT
DISTRICT FOR THE 2022-2024
EAST METRO WATER RESOURCE EDUCATION PROGRAM**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and Chisago County, on behalf of the Chisago Lakes Lake Improvement District, hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to the East Metro Water Resource Education Program. Eligible PARTNERS include counties, watershed organizations, lake improvement districts, and municipalities within the Twin Cities East Metro and Lower St. Croix Watershed of Minnesota.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the East Metro and Lower St. Croix Watershed about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, counties, watershed organizations, lake improvement districts, and municipalities within the East Metro and Lower St. Croix Watershed have education components in their respective watershed management plans; and

WHEREAS, 25 communities in Washington County and 5 communities within the Lower St. Croix portions of Anoka, Chisago and Isanti Counties are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the HOST and PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2022 to December 31, 2024 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate

contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the Steering Committee of the East Metro Water Resource Education Program. This Committee will assist the Shared Water Resource Educator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure.

County or SWCD (Population > 100,000): \$13,583.48/year
County or SWCD (Population < 100,000): \$6,685.62/year
County or SWCD partially within the Lower St. Croix watershed: \$1337.12/year
Small Watershed Districts (Taxable Market Value < \$1 Billion): \$13,477.35/year
Medium Watershed Districts (TMV \$1-5 Billion): \$20,481.33/year
Large Watershed Districts (TMV >\$5 Billion): \$26,530.23/year
Watershed Management Organizations and Lake Improvement Districts: \$6685.62/year
Large MS4 Cities (Population > 5,000): \$2,865.26/year
Small MS4 Cities (Population > 5,000): \$742.85/year

In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$13,477.35 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined contributions

of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

(Signatures found on Next Page)

**CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND CHISAGO COUNTY
ON BEHALF OF THE CHISAGO LAKES LAKE IMPROVEMENT DISTRICT**

HOST: **Washington Conservation District**

PARTNER: **Chisago County, on behalf of the Chisago Lakes Lake Improvement District**

Annual Contribution Amount: **\$6,685.62**

Contract start date: **January 1, 2022**

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

PARTNER

HOST

BY: _____

BY: _____

Board Chair

Date

Title

BY: _____

BY: _____

WCD Manager

Date

Title

Approval as to form and execution:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:



Jeffrey B. Fuge
Assistant County Attorney
Date: November 10, 2021

EXHIBIT A

SCOPE OF SERVICES EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST responsibilities:

1. Hire, employ and supervise the Water Resource Educator/s that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to partners of the East Metro Water Resource Education Program.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the Steering Committee of the East Metro Water Resource Education Program. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the East Metro Water Resource Education Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

Water Resource Educator/s responsibilities:

1. Prepare, coordinate, and revise East Metro Water Resource Education Program Plan annually with the Steering Committee of the East Metro Water Resource Education Program.
2. Review and advise watershed district PARTNERS annually on educational aspects of their watershed district plans.
3. Develop annual plan of work with the Steering Committee of the East Metro Water Resource Education Program. Workplan will reference Washington County MS4 education programs and watershed district PARTNERS education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the East Metro Water Resource Education Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information for web-based East Metro Water Resource Education Program.
8. Presents papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating East Metro Water Resource Education Program members

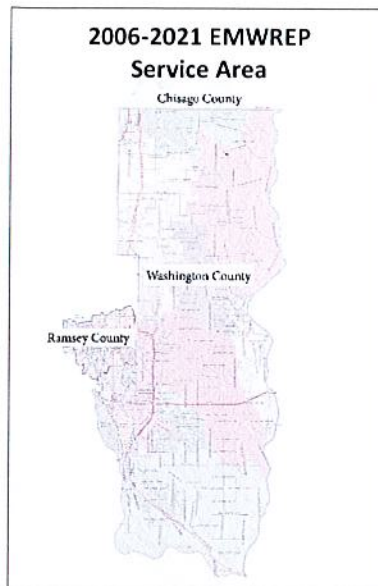
**EXHIBIT B
BUDGET**

SHARED WATER RESOURCE EDUCATION PROGRAM ANNUAL BUDGET

	Staff Support and Overhead Expenses	Materials	Total
Version 1: Existing EMWREP Partners	\$154,381.27	\$10,000	\$164,381.27
Version 2: Existing EMWREP Partners and Potential New Lower St. Croix Partners	\$168,763.87	\$13,000	\$181,763.87

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS

Version 1: Existing EMWREP Partners		Version 2: Existing EMWREP Partners and Potential New Lower St. Croix Partners	
PARTNER	Annual Contribution	PARTNER	Annual Contribution
SWWD	\$26,530.23	SWWD	\$26,530.23
VBWD	\$20,481.33	VBWD	\$20,481.33
BCWD	\$20,481.33	BCWD	\$20,481.33
CLFLWD	\$20,481.33	CLFLWD	\$20,481.33
CMSCWD	\$13,477.35	CMSCWD	\$13,477.35
RWMWD	\$13,477.35	RWMWD	\$13,477.35
RCWD	\$3,183.63	RCWD	\$3,183.63
Washington County	\$13,583.48	Washington County	\$13,583.48
MSCWMO	\$6,685.62	MSCWMO	\$6,685.62
Cottage Grove	\$2,865.26	Cottage Grove	\$2,865.26
Forest Lake	\$2,865.26	Forest Lake	\$2,865.26
Lake Elmo	\$2,865.26	Lake Elmo	\$2,865.26
Hugo	\$2,865.26	Hugo	\$2,865.26
Oakdale	\$2,865.26	Oakdale	\$2,865.26
Stillwater	\$2,865.26	Stillwater	\$2,865.26
Woodbury	\$2,865.26	Woodbury	\$2,865.26
Bayport	\$742.85	Bayport	\$742.85
Dellwood	\$742.85	Dellwood	\$742.85
Grant	\$742.85	Grant	\$742.85
Newport	\$742.85	Newport	\$742.85
Oak Park Heights	\$742.85	Oak Park Heights	\$742.85
St. Paul Park	\$742.85	St. Paul Park	\$742.85
West Lakeland	\$742.85	West Lakeland	\$742.85
Willernie	\$742.85	Willernie	\$742.85
		Chisago County	\$6,685.62
		Chisago LID	\$6,685.62
		Isanti County	\$1,337.12
		Isanti SWCD	\$1,337.12
		Anoka SWCD	\$1,337.12
TOTAL	\$164,381.27	TOTAL	\$181,763.87



Background: The East Metro Water Resource Education Program (EMWREP) is a partnership formed in 2006 to educate community residents, businesses, staff and decision-makers about issues affecting local lakes, rivers, streams, wetlands and groundwater resources and to engage people in projects that will help to protect and improve the health of these water resources.

Over the past 15 years, the EMWREP program has grown from six local government partners to 25, all located wholly or partially within Washington County. In 2022, EMWREP will expand geographically into Anoka, Chisago, Isanti and Pine Counties to include new partners in the Lower St. Croix Watershed.

Education Programming and Support: EMWREP implements numerous education programs and activities that help to support partners in complying with MS4 stormwater permit education requirements; achieving water protection and improvement goals; engaging the public in planning and program implementation; and establishing policies and ordinances that support clean water and watershed goals.

Current EMWREP Partners (2021):

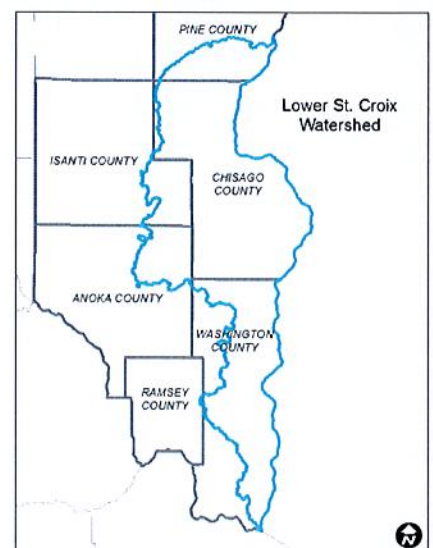
- Washington Conservation District (host)
- Washington County
- Watershed management organizations: Brown's Creek, Carnelian-Marine-St. Croix, Comfort-Lake Forest Lake, Rice Creek, Ramsey-Washington Metro, South Washington, and Valley Branch Watershed Districts, and the Middle St. Croix Watershed Management Organization
- Cities and townships: Bayport, Cottage Grove, Dellwood, Forest Lake, Grant, Hugo, Lake Elmo, Newport, Oakdale, Oak Park Heights, Stillwater, St. Paul Park, Willernie, and Woodbury, West Lakeland Township

Partners jointly fund the program based on a set formula, with fees determined by population (cities) or taxable market value (watershed organizations). A steering committee comprised of representatives from each of the partner organizations meets twice a year to provide recommendations on the program budget and activities. Partner contributions for 2022-24 are as follows:

- County or SWCD (Population > 100,000): \$13,583.48/year
- County or SWCD (Population < 100,000): \$6,685.62/year
- County or SWCD partially within the Lower St. Croix watershed: \$1337.12/year
- Small Watershed Districts (Taxable Market Value < \$1 Billion): \$13,477.35/year
- Medium Watershed Districts (TMV \$1-5 Billion): \$20,481.33/year
- Large Watershed Districts (TMV >\$5 Billion): \$26,530.23/year
- Watershed Management Organizations and Lake Improvement Districts: \$6685.62/year
- Large MS4 Cities (Population > 5,000): \$2,865.26/year
- Small MS4 Cities (Population > 5,000): \$742.85/year

2022 Expanded Service Area

Watershed Based Implementation Funds (WBIF) from the state are currently supporting limited education and outreach that is directly associated with implementation of the Lower St. Croix Comprehensive Watershed Management Plan. Local government partners in Anoka, Chisago, Isanti and Pine Counties are invited to join EMWREP as well to allow for additional staff support and a more comprehensive watershed education program that includes programs and activities not supported by the WBIF grant.



Coordination and Collaboration: The EMWREP partnership helps to strengthen relationships between member entities and allows for better coordination and less overlap in the management of local water resources.

EMWREP staff provide leadership for several regional partnerships including Watershed Partners; St. Croix Environmental Education Partnership (SWEET); Blue Thumb – Planting for Clean Water; and Minnesota Water Stewards. In addition, program staff regularly collaborate with the St. Croix Basin Team, as well as nonprofit and citizen-led groups in the Twin Cities and Lower St. Croix regions.

EMWREP's program coordinator – Angie Hong - communicates regularly with partner staff, council members and board members; prepares an annual report detailing program activities; and provides data for partners' MS4 Permit reports. EMWREP annual reports and education plans are available on-line at www.mnwcd.org/emwrep.

2020 Program Highlights

1. Public Education and Engagement

- a. Created an MS4 Stormwater Education Toolkit with dozens of videos, newsletter articles, fact sheets, social media graphics, and other tools for partners to use for stormwater education.
- b. Delivered educational messages to ~100,000 residents using print and social media on topics including nonpoint source water pollution, groundwater, watershed ecology and management, aquatic invasive species, and behaviors that protect water resources.
- c. Published 52 weekly articles in local newspapers
- d. Created unique outdoor activities, including a Water Pollution Mystery Game to engage the public in a fun and safe way, during COVID.
- e. Trained and supported 75-100 volunteers through programs including Minnesota Water Stewards, Adopt-a-Raingarden, and AIS Detectors.
- f. Engaged 550 residents to reduce stormwater pollution through the Adopt a Drain program
- g. Collaborated with nonprofit, community and citizen groups

2. Outreach Support for Program and Plan Implementation

- a. Engaged 900 participants via Zoom and 400 via YouTube during residential landscaping workshops. Topics included planting for pollinators and wildlife; wild edibles; and raingarden design and maintenance.
- b. Generated 150 new site visit requests to help landowners plan conservation projects such as raingardens, shoreline buffers, and native plantings.
- c. Surveyed 556 BMP program participants from 2015-2020.
- d. Provided stakeholder engagement support for Lower St. Croix CWMP, plus Carnelian-Marine-St. Croix WD and Comfort Lake – Forest Lake WD plan updates

3. Education and Outreach to Farmers and Rural Landowners

- a. Conducted a Soil Health Virtual Field Day with 50 participants via Zoom and 46 via YouTube
- b. Created a video to highlight the work of Pam Arnold, a Scandia farmer and conservation cooperator.

4. Professional Trainings for Business and Local Government

- a. Created 13 short videos for municipalities to use in MS4 staff trainings
- b. Conducted one Turf Maintenance workshop
- c. Developed a 3-part webinar series for local decision makers that covered topics including shoreline management and rules; landscaping and habitat; and the St. Croix Riverway. There were 150 participants via Zoom and 92 via YouTube.
- d. Conducted trainings and facilitated conversations about racial equity for staff and boards.

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 14
Title of Item for Consideration: 2022 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. (EOR)	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – on behalf of the Chisago Lakes Lake Improvement District (LID)
Previous Action on this Matter: Chisago County has approved annual General Engineering and Administrative Services agreements with EOR since 2010. In fall, 2016, the Chisago Lakes Lake Improvement District solicited Request for Services proposals to provide ongoing engineering consultant services from 7 water resource engineering firms. A subcommittee of the LID evaluated the proposals received. EOR scored highest for matching the needs of the LID. EOR fees were lowest. The subcommittee recommended EOR continue to be the primary engineering consultant for the LID.	
Background: At the request of the LID, County Board consideration of the proposed 2022 General Engineering and Administrative Services agreement, along with additional tasks: Carp Management, and Aquatic Plant Point Intercept Surveys is respectfully requested. Attachments: 2022 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. for the Chisago Lakes Lake Improvement District. - EOR Memo 2022 Carp Management Work Plan - EOR Memo 2022 Aquatic Plant Point-Intercept Surveys - EOR 2022 Hourly fee schedule	
Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2022 General Engineering and Administrative Services Agreement between Chisago County and Emmons and Olivier Resources, Inc. along with Carp Management, and Point Intercept Surveys for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows: <i>“Move to Approve the 2022 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. along with Carp Management and Aquatic Plant Point Intercept Surveys for the Chisago Lakes Lake Improvement District pending County Attorney review as to form.”</i>	
Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.	
Budget/Financial Implications: The work tasks in the 2022 General Engineering and Administrative Services and additional tasks are included in the 2022 LID budget and were approved by the LID Board at their November 1 meeting. The total 2022 contract amount is \$49,300.	

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. County Attorney will review document as to form.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**GENERAL ENGINEERING AND ADMINISTRATIVE SERVICES AGREEMENT BETWEEN
CHISAGO COUNTY AND EMMONS & OLIVIER RESOURCES, INC. FOR
THE CHISAGO LAKES LAKE IMPROVEMENT DISTRICT**

Chisago County, located at 313 North Main Street, Center City, Minnesota, hereinafter referred to as "County and Emmons & Olivier Resources, Inc., located at 1919 University Avenue W, St. Paul, Minnesota, 55104, hereinafter referred to as "CONSULTANT" does enter into this professional services agreement on recitals and terms and conditions, as follows:

RECITALS

WHEREAS, Chisago Lakes Lake Improvement District (LID) is an organized lake improvement district, established by resolution of the Chisago County Board of Commissioners in April 1976 and reactivated by resolution of the Chisago County Board of Commissioner in August 1984 pursuant to Minnesota Statutes 103B.501 – 103B.581, and re-established by findings of fact, conclusions of law and order in September 2015; and

WHEREAS, pursuant to Minnesota Statutes, section 103B.555, the County is authorized to undertake projects of improvement consistent with purposes of the LID and to enter into contracts for the purchase of services as necessary to carry out such projects; and

WHEREAS, CONSULTANT is a qualified engineering firm which has represented that it has the expertise, appropriate licensures, and specialties in the area of water resource engineering, water quality, channel and structure maintenance, and invasive species management.

WHEREAS, the capabilities of the CONSULTANT and their personnel currently meet the needs and purposes of the LID.

TERMS AND CONDITIONS

THEREFORE, based upon the mutual consideration of the parties, the County and the CONSULTANT agree, enter into and adopt term and conditions as and for their Agreement, effective for the time set forth herein.

I. Term:

Notwithstanding the date of signatures of the respective parties, this Agreement shall be effective on January 1, 2022 and terminate on December 31, 2022, or as terminated earlier as provided herein.

II. Scope of Services

- a. During the term of this Agreement, the CONSULTANT shall perform all professional engineering or consulting services set forth in this Agreement and which the Board of the LID is authorized to direct.
- b. These general services may include, but are not limited to, the planning, design and construction support services for capital improvement projects or studies engineering and economic analyses related to the project financing and implementation, wetland delineations, natural resources inventories, water monitoring, data collection and

preparation of databases, general and technical administration support. Work to be performed by Consultant includes those services described in Exhibits A through D, which are incorporated here in as follows:

- i. **Exhibit A** - Goal 2: General Engineering Services Scope of Work;
 - ii. **Exhibit B** - Goal 8: EOR Memo 2022 Carp Management Work Plan; and
 - iii. **Exhibit C** - Goal 8: EOR Memo 2022 Aquatic Plant Point Intercept Survey.
- c. Standard of Performance – the standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.
- d. Addendums and Change Orders –
- i. Any services outside the terms, conditions and services set forth in this agreement shall be specifically set forth in a "Change Order."
 - ii. No Change Order shall be binding or enforceable unless and until it has been properly approved by the County Board.
 - iii. Change Orders, or any one change order, which increase(s) the total authorized payments to EOR beyond the compensation amount set forth in of this Agreement must be separately authorized and executed by the County Board and the Consultant.

III. Cost, Compensation and Payment of Services

- a. The financial responsibility of the County and the total cost to be incurred under this Agreement shall not exceed \$49,300, unless otherwise mutually agreed to in writing as a Change Order or an amendment which provides for additional services beyond the scope of services purchased and delivered stated herein.
- b. Costs are to be allocated across the following services:
 - i. The total cost incurred for services described in **Exhibit A** - Goal 2: General Engineering Services Scope of Work shall not exceed the sum of \$40,000.
 - ii. The total cost incurred for services described in **Exhibit B** - Goal 8: EOR Memo 2022 Carp Management Work Plan shall not exceed the sum of \$3, 300.
 - iii. The total cost incurred for services described in **Exhibit C** - Goal 8: EOR Memo 2022 Aquatic Plant Point Intercept Survey shall not exceed the sum of \$6,000.
- c. The County shall pay CONSULTANT for services authorized under this Agreement directly to the CONSULTANT upon the presentation of a claim or invoice in the manner provided by law for payment of claims against the County, upon satisfactory completion of the services identified on such invoice.

- d. The CONSULTANT shall invoice the County for services performed and delivered under this Agreement and such services shall be itemized consistent with the fees identified in CONSULTANT's 2022 Hourly Fee Schedule, attached hereto and incorporated herein as **Exhibit D**. Statement or Invoices shall identify the staff members that have performed the services during the previous invoicing period and a detailed description of the work performed.
- e. Prompt payment of subcontractors – CONSULTANT shall pay any subcontractor for work performed under this Agreement, within ten days of receipt of payment from the County for undisputed services provided by any subcontractor, as provided in Minn. Stat. 16A.1245. Any delays in payment to the subcontractor for undisputed services shall require the CONSULTANT to pay any and all interest and penalties due a subcontractor, for said delays, as allowed by law.

IV. Cancellation and Termination of Agreement.

- a. Termination or Cancellation– Either party may terminate the Agreement for any reason, or for no reason at all, upon mailing written notice at least 30 days to the other party.
- b. Upon termination, the CONSULTANT will provide true and correct copies (including paper, electronic, photo, and digital) of all working and archived files in the possession of the CONSULTANT to the County within 30 days after termination of the Agreement.
- c. Cancellation of Agreement by the County – A Cancellation Notice provided by the County shall state specifically what, if any, ongoing Administrative Services or Work is to be completed by CONSULTANT within the remaining 30-day cancellation period. The CONSULTANT shall be entitled to full compensation for all satisfactory work performed to the date of the Cancellation Notice and through the cancellation period (and all costs in connection therewith) which have been performed in accordance with the terms and provision of this Agreement if authorized in the cancellation notice.
- d. Cancellation of Agreement by CONSULTANT - The CONSULTANT shall remain responsible for completing and satisfactorily fulfilling obligations under each authorized Change Order. The County shall have available to it any remedies available in law or equity. By agreement of the parties to this agreement the CONSULTANT may complete services and/or projects authorized under an executed Task Order or arrange for mutually agreed upon alternative provider(s).

V. Contract Administrator

- a. To assist the parties in the day-to-day performance of the Agreement and to develop service, ensure compliance and provide ongoing consultation, a contract administrator shall be designated by the CONSULTANT and the County. The parties shall keep each other informed, in writing, of any change in such designation. At the time of the execution of this Agreement the following persons are designated:

For CONSULTANT

Name: Greg Grasko

Position: Client Representative

Phone: 651-203-6025

e-mail: ggrasko@eorinc.com

For COUNTY

Jerry Spetzman

Administrator Chisago Lakes Lake Improvement
District

(651)213-8383

jerry.spetzman@chisagocounty.us

- b. All notices required to be serviced by this Agreement shall be served upon the other party's designated contract administrator. Except with regard a notice of termination or cancellation, which must be served by mail, any and all other notices, correspondence invoices and the like may be sent to the email address of the designated contract administrator.

VI. Documents and Data Practices

- a. All documents (defined to include all text, digital, video, regardless of the manner in which the information is created, collected, stored, utilized or maintained by the parties) as a result of this Agreement are instruments of service in respect to the services provided. CONSULTANT shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not services are continued or project(s) completed.
- b. Within thirty (30) days of termination of the Agreement, the County and LID shall receive from the CONSULTANT full, complete, printed signed and sealed copies of all current working or service documents, as well as all archived documents and files held by CONSULTANT relative to the County and LID. CONSULTANT shall be reimbursed for cost of creating copies.
- c. The CONSULTANT grants to the County a perpetual license to use the documents and files as the County deems appropriate, subject to the following limitations: (1) The County acknowledges that documents and files are not intended or warranted to be suitable for additional use, application or reliability for other projects or endeavors, without written verification or adaptation by the CONSULTANT; (2) Use, re-use or modification of the documents without written verification, completion, or adaptation by the CONSULTANT, as appropriate for the specific purpose intended, will be at the County's risk, without liability or legal exposure to CONSULTANT, except as provided herein; (3) the County shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by the Consultant; (4) Such limited license to the County does not create any rights in third parties.
- d. Availability: Pursuant to Minn. Stat. 16C, Subd. 5 the CONSULTANT agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the CONSULTANT and involve transactions relating to this agreement.

- e. Retention: The CONSULTANT agrees to maintain these records for a period of six (6) years from the date of the natural conclusion or termination of this agreement.
- f. Data Practices and Disclosure: Notwithstanding the above, any and all data and records provided by CONSULTANT to the County in the performance of this Agreement is subject to disclosure and retention consistent with the Minnesota Government Data Practices Act and any and all data and records that the County receives from CONSULTANT in the performance of this Agreement shall be considered as public data. However, in the event that the County receives a request for disclosure of data or records received from CONSULTANT, the County shall provide CONSULTANT with notice of such a request prior to making a determination of disclosure and disclosure and CONSULTANT may provide upon receiving such notification any objection to disclosure within a reasonable time of receiving such notification. Irrespective of any objection provided by CONSULTANT, the County may disclose such requested data or records without liability where the County has made a determination that the Minnesota Government Data Practices Act would require disclosure.

VII. Insurance and Indemnification

- a. CONSULTANT agrees to procure and maintain at all times, at its expense:
 - i. Workers' Compensation insurance as required by law;
 - ii. Automobile Liability insurance of \$1,500,000 combined single limit for bodily injury and property damage covering all vehicles including hired vehicles, owned by CONSULTANTS and non-owned vehicles;
 - iii. Commercial General Liability insurance of \$3,000,000 aggregate amounts;
 - iv. Professional Liability insurance of \$2,000,000 aggregate;
 - v. Coverage maintained by CONSULTANT, for a single incident/claims or for any number of claims arising out of a single incident, in coverage amounts greater than those limits set forth in Minn. Stat. Sec. 466, shall in no way constitute a waiver of the tort liability limits afforded the County by law.
- b. CONSULTANT agrees to name the County as an additional insured on such coverages and provide certificates of insurance as evidence of such coverages.
- c. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, LID, their managers, advisors, agents, attorneys, accountant, other consultants and employees from and against any and all costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused or incurred solely due to the negligent acts or omissions of the CONSULTANT, or CONSULTANT's officers, directors, partners, employees, and any subcontractors or agents in the performance and furnishing of CONSULTANT's services under this Agreement.
- d. To the fullest extent permitted by law, the County on its own behalf, and on behalf of the LID, shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT's officers,

directors, partners, employees, subcontractors or agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the County, the IID, their manager's advisors, agents attorneys accountant, other consultants and employees with respect to this agreement.

VIII. Merger and Modification

- a. It is agreed and understood that the entire agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. The exhibits referenced herein are made part of and incorporated into this Agreement
- b. Any material alternations, variations, modification or waivers of provision of the Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

IX. Severability

- a. If any provision of this agreement is held invalid or unenforceable, the remaining provision shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

X. Controlling Law

- a. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Chisago County, Minnesota.

XI. Assignment, Successors and Assigns

- a. The Consultant shall not assign, subcontract, or transfer any interest in this Agreement or any of the services or duties it is obligated to perform hereunder, without the prior consent of the IID and such consent shall not be unreasonably withheld.
- b. The CONSULTANT binds themselves, their partners, successors, assigns and legal representatives to the covenants of this agreement or claims arising therefrom.

Signatures to Agreement found on Next Page

IN WITNESS HEREOF, the parties have executed this Agreement on the dates indicated below and shall be binding upon the parties for the times set forth above.

AS TO FORM:

By: _____
Chisago County Attorney's Office

Date: _____

COUNTY:

By: _____
Chair of Chisago County Board
Date: _____

Attest: _____
Clerk to the Board

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney
Date: November 10, 2021

STATE OF MINNESOTA)
) SS.
COUNTY OF CHISAGO)

CONSULTANT
By: _____
Title: _____
Date: _____

This instrument was acknowledged before me on _____, by _____ the _____ (title) of _____ (company name), who, being duly sworn, represent and warrants that he/she is authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be legally binding obligation of the entity.

Sworn before me this ____ day of _____, 20__

Notary Public

EXHIBIT A

General Engineering Scope of Work

- a. Upon request of the LID, CONSULTANT shall provide the following services during the term of this Agreement:
 - i. Attend monthly and annual LID meetings, as requested (LID shall provide 10 days notice of request for attendance.);
 - ii. Provide progress reports at meetings; if a meeting is not attended by CONSULTANT, a written progress report will be provided in advance of the meeting;
 - iii. Attend special meetings or committee meetings, as requested by LID;
 - iv. Investigate “specific problems” or “technical issues” and provide recommendations for appropriate action in response to the identified circumstances;
 - v. Perform site visits within the LID in order to recommend engineering solutions and recommend appropriate action;
 - vi. Perform periodic maintenance inspections of the lake system channels and overflow weirs; Coordinate and initiate debris clearing activities by independent contractors;
 - vii. Coordinate with independent contractors and governmental agencies to assist in identifying the permits that are required for maintenance or County authorized construction activities;
 - viii. Submit all necessary permitting paperwork;
 - ix. Review plans and specification submitted by developers, cities, the County or other persons or entities;
 1. The CONSULTANT will provide comments on said plans and specifications to the LID and the governmental unit that has permitting authority over the project.
 2. The review and subsequent comments will be provided in advance of scheduled meetings wherein said plans and specifications will be discussed and/or approved by the LID and governmental unit(s).
 - x. Provide recommendations for proposed projects or studies; and
 - xi. Attend city council meetings, city planning commissions meetings, or county commissioner meetings to advocate for the interests of the LID, provide technical services updates, or request support for activities projects or studies.

memo



Project	2022 Carp Management	Date	October 22, 2021
To	Jerry Spetzman	Contact Info	CLLID Administrator
From	Greg Graske	Contact Info	EOR
Regarding	2022 Carp Management Work Plan		

Project Background

EOR was requested to provide support for the Carp Management Program. Based on tasks completed in previous years, EOR recommends the following activities for 2022.

Proposed Activities

1: Attend 2021 AIS/Carp Committee Meetings

As needed, EOR will attend AIS/carp subcommittee meetings and provide guidance for 2022 activities and coordination with project partners.

- EOR Fee-20 hours assumed with mileage= \$3,300

Summary

The total cost is \$3,300 to provide support for the District's Carp Management Program.

memo



Project Name | 2022 LID Point-Intercept Surveys
To / Contact info | Jerry Spetzman
Cc / Contact info |
From / Contact info | Greg Graske, PE
Regarding | Potential Point-Intercept Surveys for 2022

Date | 10/22/2021

EOR was requested to provide an aquatic macrophyte point-intercept survey for two lakes in the LID for consideration by the AIS planning committee and the County. The committee has not yet selected the lake(s) to be surveyed. For this estimate it was assumed that two lakes in the LID would be surveyed. Costs for performing the survey are described below.

Proposed Tasks & Assumptions

Small Lake Plant Point-Intercept Survey

To estimate effort needed, EOR would create a 50 x 50 meter point-intercept sampling grid that would be overlaid onto a polygon depicting the total surface area of the lake. It is assumed that there will be up to approximately 150 sampling points in the littoral zone (with additional sampling locations added at near-shore locations where aquatic plant diversity is typically highest). Field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take up to 13 hours. An additional 8 hours will be required to develop maps in GIS and a brief summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

- EOR Fee- 21 hours including report summary and mileage = \$3,000 per lake (actual cost would be calculated based on lake size and would be more for a lake with additional sampling points)

EXHIBIT D
EOB 2022 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Professional 1	\$109.00
Professional 2	\$137.00
Professional 3	\$162.00
Professional 4	\$186.00
Technician 1	\$78.00
Technician 2	\$95.00
Technician 3	\$116.00
Support Staff	\$75.00

	<u>Meeting Rate</u>
Fixed Fee for Board Meeting Attendance	\$250.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained thorough two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Fixed fee for Board meetings is inclusive of travel time, meeting attendance and mileage costs.*
- *Subcontracted services will be billed at cost plus 5% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*
- *Rates will be reviewed and updated on an annual basis.*

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 15
Title of Item for Consideration: Report and Recommendations from the November 9, 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 November 9th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions: <u>2022 Capital Improvement Plan – Advance of 2022 Funds:</u> The loader that the County is able to purchase can be delivered about 4-6 weeks earlier than anticipated and the Committee has approved authorizing the use of fund balance as an advance on the 2022 CPA funds. When the County receives the 2022 CPA funds, that amount will then go back in the fund balance. The amount requested for purchase is \$122,460.00. <u>Jail Capital Projects Fund Transfer:</u> Now that the DEED money has been received, the County can close out the Jail Capital Projects fund. There is currently \$3,473,491.73 in the fund. Of that, \$2M needs to be transferred back to the general fund to repay a temporary transfer made in 2018 to cover costs until the grant monies were received. That leaves approximately \$1.5M - this should be transferred to the Debt Service fund and allocated to the 2017A bond repayment, per the Bond Resolution. <u>Chisago County Energy Efficiency and Improvement Program:</u> The Chisago County Energy Efficiency and Improvement Program was recommended for approval by the Chisago County Maintenance and Facilities Committee at the October 1st, 2021 Meeting. The B/F Committee has recommended proceeding with Honeywell as the Energy Savings Performance Contractor. Honeywell has proposed the following as Phase 1 of the 'Energy Efficiency and Improvement Program. <u>Scanning Vault Documents:</u> The project is to organize and remove all the documentation that the County does not need to retain due to the State retention schedule. Many boxes of documents in the vault need to be kept but can be kept digitally. Enterprise Services Director Jon Eckel has requested a quote to scan all items required to be kept by the County instead of the paper form. Mid-America Conversion provided a quote to make the paper documents into PDF's that are named and filed in a way that the data owner departments can find them; Payroll – Green Bar Printouts:	

Chisago County and Green Acres Nursing Home, Human Resources: These are only the boxes that were determined permanent that were not payroll; County Board Packets: These are all of the boxes from 1985 – 2014. Missing 2011, 2012 and 2013; Environmental Services Zoning: Board of Adjustment & Planning Commission, Building Permits, Plats and Meeting Minutes – Bound and Mechanical Books.

The County was quoted \$37,000.00 for the items above. If the paper files were removed from the 'Vault' the County would have the space available for other uses. The B/F Committee recommended approval of the funds.

Information Technology Assessment/Planning:

The Committee directed the County Administrator to seek 2-3 more quotes for an outside/third party enter into a Professional/Technical Services contract with a company to provide the County with a IT Assessment. The focus of the services will be to; Review Resources to make sure Department is right sized and spending appropriate monies on equipment and services for County, Speak with Department Heads to Discuss MICS/IT Needs and Wants for Department, and Create Plan 3-5 for Capital Equipment Expenditures.

2022 Chisago County Levy and Budget:

The 2022 Chisago County Budget Process began in April of 2021 with County department operating budget presentations, which completed on July 13th, 2021.

At the September 15th, 2021 Chisago County Board of Commissioners meeting, the County Board adopted the preliminary levy of a 5.75% increase over 2020.

The County must approve a completed Budget and approve a final levy amount after the County hosts a Truth in Taxation (TNT) presentation. The Chisago County Board of Commissioners decided to host the TNT meeting at the December 1st, 2021 County Board Meeting.

The Budget is both the operating and the capital improvement plan (CIP) for 2022. The budget includes all expenditures of the County for the year 2022; including debt service.

These are preliminary discussions, and nothing has been decided.

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the November 9th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

“Move to accept the November 17th Budget and Finance Report, authorize the use of fund balance as an advance on the 2022 CPA funds for the loader for Public Works, transfer funds and close out the Jail Capital Projects fund, proceed with Honeywell as the Energy Savings Performance Contractor, approve proceeding with the Scanning Vault Document project with Mid-America Conversion, not to exceed \$37,000, direct the County Administrator to seek an IT Assessment, and forward the 2022 Budget and Levy to the December 1st Chisago County Board of Commissioners.”

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

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 16
Title of Item for Consideration: Opioid Settlement Update – Discussion	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: On Wednesday, July 21, 2021, the National Prescription Opiate Litigation MDL Plaintiffs’ Executive Committee, several State Attorneys General, and four major defendants announced agreement on terms of proposed nationwide settlements to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These settlements, if agreed and adopted, will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business. If the proposed settlements are fully adopted by states and subdivisions nationwide: • The Distributors will pay a maximum of \$21 billion over 18 years, while J&J will pay a maximum of \$5 billion over no more than nine years, with approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions. Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the Opioid Epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments. • The Distributors will make an initial deposit of funds into escrow by the end of September 2021, with additional deposits by J&J and the Distributors in early Summer of 2022. • Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements. The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels. • The settlements will allow for a broad range of approved abatement uses by state and local governments. Developed in consultation with the nation’s leading public health experts, the list of pre-approved uses includes a wide range of intervention, treatment, education, and recovery services so that state and local governments can decide what will best serve their communities. It is anticipated that entire communities will benefit from the effects of the opioid-remediation efforts funded by the settlements and the injunctive relief the settlements provide. • In addition to billions of dollars for abatement, the agreements also provide for injunctive relief that requires important changes to the Distributors’ and J&J’s conduct to better protect our nation’s health and welfare. This reform package includes the creation of a	

groundbreaking clearinghouse through which the Distributors will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious Opioids orders. In addition, J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any Opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years. J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

- Less than 10% of the settlement proceeds will be earmarked to compensate private lawyers who have been prosecuting Opioids cases on behalf of state and local governments for several years and have incurred substantial out of pocket costs. Compensation will occur through an application procedure overseen by court-appointed arbiters. An additional sum is provided to settling States that did not hire outside counsel, to use towards furthering the abatement goal and to defray their investigation and litigation costs.

These are not class action “opt out” settlements. Instead, these settlements require that a critical mass of both state and local governments “opt in” over the next six months. The extent of this participation will determine whether the settlement agreements take effect. The Distributors and J&J on the one hand, and the states and subdivisions on the other, each have options to walk away if they are not satisfied with levels of participation. Participation levels also affect how much money settling parties will receive because about half of the abatement funds are in the form of “incentive payments” and certain other settlement provisions also provide incentives for higher levels of participation. Put simply, the greater the level of participation, the more funds will ultimately be paid out for abatement.

Currently Minnesota’s cities and counties are involved in some disagreements with the MN Atty General’s Office.

The MCAA has representatives who are regularly attending meetings on this topic to work on Minnesota’s Opioid Settlement Distribution plan, and the concern from those representatives is that the AG’s office is attempting to move Minnesota’s settlement along in a manner that will result in the funds remaining in the hands of the State (thus, representing an obstacle that will keep Minnesota Counties from easily accessing a county’s share of the funds). The bottom line under the current proposal from the AG is that the State will require counties to submit grant applications for the funds so that money returned to the Counties will be grant-based, rather than simply need-based. (e.g. those jurisdiction with good grants writers recover; rather than using objective per capita info like overdose deaths or number of opioid prescriptions filled).

Action Requested/Recommended: The County Board is respectfully requested to discuss the recent Opioid Settlement lawsuits with County Attorney Janet Reiter.

Implications of Action: By discussing the County will further understand the risks and/or benefits of the settlement.

Budget/Financial Implications: None at this time.

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

Administrator’s Recommendation

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

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 17
Title of Item for Consideration: University of Wisconsin – Green Bay for Clinical Experiences for Students in Nursing	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: Chisago County Public Health has offered a clinical experience for qualified nursing students preparing for nursing careers with other Universities over the years, and would now like to add University of Wisconsin – Green Bay.	
Attachment(s): Contract between Chisago County Health and Human Services and University of Wisconsin for the provision of clinical experiences for students in nursing	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a contract between Chisago County Health and Human Services and University of Wisconsin for the provision of clinical experiences for students in nursing. The suggested motion is as follows:	
<i>“Move to approve the Contract between Chisago County Health and Human Services and University of Wisconsin for the provision of clinical experiences for students in nursing.”</i>	
Implications of Action: Approval of this contract will allow Chisago County and University of Wisconsin to continue to work cooperatively to offer clinical experiences for students preparing for nursing careers.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. 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 _____

SECTION 1. AGREEMENT

1.1. Parties. This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-Green Bay (the "University")

1.1.2. The Facility. Chisago County Public Health (the "Facility").

1.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. This agreement shall be for a term of two (2) years, commencing 12/1/2021, and may be renewed upon mutual agreement.

2.2. Termination. This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other.

SECTION 3. PROGRAM MEMORANDUM.

3.1. School or College. For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. Proposal. The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

SECTION 8. NOTICE. All notices submitted under this agreement shall be sent to the designated agent of the other as shown below;

FOR THE UNIVERSITY:

UW – Green Bay
Attn: Christopher C. Paquet (BUSFIN)
2420 Nicolet Drive
Green Bay, WI 54311-7001

FOR THE FACILITY:

Chisago County Public Health
Attn: Joshua Huizar
6133 402 42nd St.
North Branch, MN 55056

IN WITNESS THEREOF, the county and the University, each intending to be bound by this contract, effective December 1, 2021, or upon the date the final required signature is obtained by the county, whichever occurs later, certifies that the appropriate persons have executed the contract, as required by applicable articles, by laws resolutions and ordinances

Approved:

1. University:

SIGNED:
NAME/TITLE: Christopher C. Paquet/ Risk Manager
DATE:

2. County of Chisago:
Approved

SIGNED:
NAME/TITLE: Chris Dubose, Chair, County Board
DATE:

SIGNED:
NAME/TITLE: Christina Vollrath, Clerk to the Board
DATE:

SIGNED:
NAME/TITLE: Robert Benson, Health and Human Service Director
DATE:

SIGNED:
NAME/TITLE: Janet Reiter, Chisago County Attorney
DATE:

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 18
Title of Item for Consideration: Children's Mental Health Screening Grant 2022	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approved through 2021.	
Background: The Minnesota Department of Human Services has allocated funding for a Child Welfare/Juvenile Justice Screening Grant to support children's mental health screening, assessment and mental health services to children in the child welfare and juvenile justice systems. This grant funds screening for children who meet the following criteria: - is receiving protective services - is in out-of-home placement - has had parental rights terminated - been found to be delinquent - has been detained for an alleged delinquent act, and - is found to have committed a petty juvenile offense for the third or subsequent time	
Attachment(s): Children's Mental Health Screening Grant 2022	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Children's Mental Health Screening Grant 2022. The suggested motion is as follows: <i>"Move to approve the Children's Mental Health Screening Grant 2022."</i>	
Implications of Action: Acceptance of this grant award will allow Chisago County to utilize state funding for Children's Mental Health screening, assessment and services to individuals meeting specified criteria.	
Budget/Financial Implications: State grant funding.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The grant is 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 _____

Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Chisago County, an independent grantee, not an employee of the State of Minnesota, located at 313 North Main Street, Room 239, Center City, MN 55012-9665 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2022**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2022**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
6. For child welfare data, enter data into SSIS by March 15, 2022. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology

deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. **Compensation.** COUNTY will be paid in accordance with **Attachment 1**, Budget, which is attached and incorporated into this CONTRACT.

1. STATE contemplates that the necessary use of services within the CMH Screening program cannot be forecasted precisely, and that actual expenditures may deviate from budgeted amounts for each BRASS code. Therefore, COUNTY is authorized to utilize funds for any of the BRASS code services identified in Attachment 1, Budget. An amendment will not be required as long as COUNTY first obtains written approval from STATE before changing any part of the budget, and total expenditures do not exceed the total obligation identified in Section 3.1(c). COUNTY will report all expenditures using the SEAGR/2895/BRASS-Base Grant Fiscal Report.

- b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **twenty thousand three hundred twenty-four dollars (\$20,324.00)**. The breakdown of the total award amount is as follows: Child Welfare, **six thousand seven hundred seventy-five dollars (\$6,775.00)** and Juvenile Justice, **thirteen thousand five hundred forty-nine dollars (\$13,549.00)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

REPORTING PERIOD**January 1, 2022 – March 31, 2022****April 1, 2022 – June 30, 2022****July 1, 2022 – September 30, 2022****October 1, 2022 – December 31, 2022****INVOICE DUE****April 30, 2022****July 30, 2022****October 30, 2022****January 30, 2023.**

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. CONDITIONS OF PAYMENT.

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

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a.** Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE 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. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Regina Acevedo** or successor. Phone and email: **651-431-4871, regina.acevedo@state.mn.us**. This

representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Robert Benson** or successor. Phone and email: **651-213-5601, Robert.Benson@chisagocounty.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Robert Benson** or successor. Phone and email: **651-213-5601, Robert.Benson@chisagocounty.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. 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 the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages,

including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, 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.
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 CONTRACT.

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. 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.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the

COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy [#1329](#) (Sexual Harassment Prohibited) and [#1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

20.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

Continuation 2. COUNTY

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment 1 Budget			
BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2	
January 1, 2022 to June 30, 2022		July 1, 2022 to December 31, 2022	
BRASS Code	TOTAL BUDGET FY21	BRASS Code	TOTAL BUDGET FY22
111- Mental Health Screening (up to 45%)	111- \$4,572.38	111- Mental Health Screening (up to 45%)	111- \$4,572.38
197- Local Collaborative Undifferentiated Services	405- \$1,863.12	197- Local Collaborative Undifferentiated Services	405- \$1,863.12
401- Information and Referral	407- \$3,726.50	401- Information and Referral	407- \$3,726.50
402- Community Education and Prevention		402- Community Education and Prevention	
404- Client Outreach		404- Client Outreach	
405- Child Outpatient Diagnostic Assessment/Psychological Testing		405- Child Outpatient Diagnostic Assessment/Psychological Testing	
407- Early Identification and Intervention		407- Early Identification and Intervention	
416- Transportation		416- Transportation	
430- Other Family Community Support Services		430- Other Family Community Support Services	
451- Emergency Response Services		451- Emergency Response Services	
453- Child Outpatient Psychotherapy		453- Child Outpatient Psychotherapy	
455- Child Outpatient Medication Management		455- Child Outpatient Medication Management	
457- Child/Family Psychoeducation		457- Child/Family Psychoeducation	
462- Family Based Services		462- Family Based Services	
467- Child Day Treatment		467- Child Day Treatment	
489- Child Respite Care		489- Child Respite Care	
490- Child Rule 79 Case Management		490- Child Rule 79 Case Management	
TOTAL FUNDS State Fiscal Year 2022	\$10,162.00	TOTAL FUNDS State Fiscal Year 2023	\$10,162.00
		PROJECT TOTAL	
		\$20,324.00	

BUDGET JUSTIFICATION FY22: January 1, 2022 to June 30, 2022		
BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 1
111- Mental Health Screening (up to 45%) - Costs of screening instruments, copies, and translations (up to 25%) - Staff time in administering screenings (up to 45%) - Entering screening data into SSIS/CSTS (up to 25%) - Staff mental health trainings (up to 10%) - Supervision for staff who complete screenings (up to 10%)	111- Mental Health Screening Based on one hour of screening time, we estimate employees will spend 46 hours screening at an hourly cost of \$100.00 (amount allocated \$4,572.38).	111- \$4,572.38 405- \$1,863.12 407- \$3,726.50
405 - Child Outpatient Diagnostic Assessment/Psychological Testing Diagnostic assessment and psychological testing of a pre-screened child by a licensed mental health professional. (Excludes diagnostic assessments provided as part of day treatment or family community support services, or provided by staff of a residential or inpatient program.)	405 - Child Outpatient Diagnostic Assessment/Psychological Testing Contract services with TSA, Canvas Health and other providers as necessary for approximately 18-19 hours per half year at a rate of about \$100 per hour for children with positive screens who are uninsured or underinsured (amount allocated \$1,863.12).	
407 - Early Identification and Intervention Services designed to identify individuals within the target population who are at risk of needing or in need of mental health services and arrangements for intervention and, if necessary, treatment.	407 - Early Identification and Intervention Probation officers will spend 37-38 hours per period in the field working on early identification and intervention at a rate of about \$100.00 an hour (amount allocated \$3,726.50).	
TOTAL State Fiscal Year 1		\$10,162.00

BUDGET JUSTIFICATION FY23: July 1, 2022 to December 31, 2022		
BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 2
111- Mental Health Screening (up to 45%) - Costs of screening instruments, copies, and translations (up to 25%) - Staff time in administering screenings (up to 45%) - Entering screening data into SSIS/CSTS (up to 25%) - Staff mental health trainings (up to 10%) - Supervision for staff who complete screenings (up to 10%)	111- Mental Health Screening Based on one hour of screening time, we estimate employees will spend 46 hours screening at an hourly cost of \$100.00 (amount allocated \$4,572.38).	111- \$4,572.38 405- \$1,863.12 407- \$3,726.50
405 - Child Outpatient Diagnostic Assessment/Psychological Testing Diagnostic assessment and psychological testing of a pre-screened child by a licensed mental health professional. (Excludes diagnostic assessments provided as part of day treatment or family community support services, or provided by staff of a residential or inpatient program.)	405 - Child Outpatient Diagnostic Assessment/Psychological Testing Contract services with TSA, Canvas Health and other providers as necessary for approximately 18-19 hours per half year at a rate of about \$100 per hour for children with positive screens who are uninsured or underinsured (amount allocated \$1,863.12).	
407 - Early Identification and Intervention Services designed to identify individuals within the target population who are at risk of needing or in need of mental health services and arrangements for intervention and, if necessary, treatment.	407 - Early Identification and Intervention Probation officers will spend 37-38 hours per period in the field working on early identification and intervention at a rate of about \$100.00 an hour (amount allocated \$3,726.50).	
TOTAL State Fiscal Year 2		\$10,162.00

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 19
Title of Item for Consideration: Children and Youth with Special Needs Grant 2022-2026	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: The Minnesota Department of Human Services has allocated funding for delivery of follow-up services by Local Public Health agencies in Minnesota to children with special health care needs and their families identified through Minnesota Department of Health Children with Special Health Care Needs programs to identify specific needs and assist with connection and referral to needed services. Attachment(s): Children and Youth with Special Needs Grant 2022-2026	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Children and Youth with Special Needs Grant 2022-2026. The suggested motion is as follows: <i>“Move to approve the Children and Youth with Special Needs Grant 2022-2026”</i>	
Implications of Action: Acceptance of this grant award will allow Chisago County to utilize state funding for Children and youth with special needs grant 2022 - 2026, assessment and services to individuals with referral needed services.	
Budget/Financial Implications: State grant funding.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Approval has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

DRAFT

Minnesota Department of Health Grant Project Agreement Cover Sheet

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

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Barbara Frohnert, 651-201-5953, barbara.frohnert@state.mn.us

Grantee SWIFT Information

Name of MDH Grantee:
Chisago County Community Health Board

Grantee SWIFT Vendor Number:
0000197284

SWIFT Vendor Location Code:
001

Grant Project Agreement Information

Grant Project Agreement Number:
Enter Agreement Number

Period of Performance Start Date:
1/1/2022

Period of Performance End Date:
12/31/2026

Funding Information

Total Grant Funds (all funding sources):
This is a fee for service grant agreement, no set dollar amount is attached to the grant project agreement

Total Federal Grant Funds:
This is a fee for service grant agreement, no set dollar amount is attached to the grant project agreement

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per 2 CFR § 200.332. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number / Unique Entity Identifier (UEI) Name and Number (effective April 2022)

Grantee's Approved Indirect Cost Rate for the Grant

Is The Award for Research and Development?

Project Description

DUNS/UEI Name: Chisago, County of
DUNS/UEI Number: 103919879

☐ Yes
☒ No

Delivery of follow-up services by Local Public Health agencies in Minnesota to children with special health care needs and their families identified through Minnesota Department of Health Children with Special Health Care Needs programs to identify specific needs and assist with connection and referral to needed services.)

Name of Federal Awarding Agency

Health Resources and Services Administration (HRSA)

Assistance Listing Name and Number (formerly Catalog of Federal Domestic Assistance, "CFDA")

Assistance Listing Name: Universal Newborn Hearing Screening Assistance Listing
Number: 93.251.

Federal Award Identification Number
(FAIN)/ Grantor's Pass-through Number H61MC00035

Federal Award Date
(Date MDH received federal grant) 4/29/2021

Amount of funding from this federal
award MDH is issuing to Grantee: \$235,000

Name of Federal Awarding Agency Center for Disease Control (CDC)

Assistance Listing Name and Number
(formerly *Catalog of Federal Domestic
Assistance, "CFDA"*)

Assistance Listing Name: Improving Timely Documentation, Reporting, and Analysis of
Diagnostic and Intervention Data through Optimization of EHD Surveillance Practices and
Information Systems

Assistance Listing Number: 93.314

Federal Award Identification Number
(FAIN)/ Grantor's Pass-through Number NU50DD000096

Federal Award Date
(Date MDH received federal grant) 06/01/2021

Total Amount of Federal Award Received
by MDH \$160,000

Minnesota Department of Health Community Health Board Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Chisago County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 313 N. Main St., Rm 239, Center City, MN 55012, ("Grantee").

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ 144.05 and 144.0742;
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00064 ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes §144.2215 -144.2219, §144.125 is empowered to facilitate, coordinate, and support the organization of services for the prevention of illness, and to coordinate and integrate local, state, and federal programs and services affecting the public's health; and establish the Birth Defects Information System to more accurately target intervention, prevention, and services for communities, patients, their families, and is directed to establish a Newborn Screening Program for testing, reporting of test results, and follow-up of infants with heritable congenital disorders; and
4. Grantee represents that it is duly qualified and willing to perform the duties described in accordance with the terms of this grant project agreement. Pursuant to Minn. Stat. § 16B.98, subd 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. Incorporation of Master Grant Contract
All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. Term of Agreement
 - 2.1. *Effective date*
This grant project agreement shall be effective on January 1, 2022, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

2.2. Expiration date

December 31, 2026, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3. Grantee's Duties and Responsibilities

The Grantee shall: perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.

4. Consideration and Payment

4.1. Consideration

MDH will compensate for all services performed by Grantee under this grant project agreement as follows:

4.1.1. Compensation

Compensation will be in accordance with the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant project agreement.

4.1.2. Total Obligation

The total obligation of MDH for all compensation and reimbursements to the Grantee will be paid in accordance with Exhibit B.

4.2. Terms of Payment

4.2.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Reimbursement per case payment level of work completed and submitted to MDH Early Hearing Detection and Intervention (EHDI) Program and MDH Children and Youth with Special Health Needs (CYSHN) Program on a quarterly basis.

4.2.2. Federal Funds

Payments under this grant project agreement will be made from federal funds obtained by MDH through Title III, Assistance Listing (formerly known as CFDA) number 93.251 and 93.314 of the Early Hearing Detection and Intervention Act of 2010, including public law and all amendments. The Notice of Grant Award (NGA) number is H61MC00034 and NU50DD000096. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by Grantee pursuant to this grant project agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative. Further, all services provided by Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

6. Ownership of Equipment

Disposition of all equipment purchased under this grant project agreement shall be in accordance with 2 CFR § 200. For all equipment having a current per unit fair market value of \$5,000 or more, MDH shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. Authorized Representatives

7.1 MDH's Authorized Representative

MDH's Authorized Representative for purposes of administering this grant project agreement is Barbara Frohnert, Birth Defects Supervisor, PO Box 64882, St. Paul, MN, 55164-0882, 651-201-5953, barbara.frohnert@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Grantee's Authorized Representative

Grantee's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, MN 55056, 651-213-5217, Courtney.Wehrenberg@chisagocounty.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. Termination

8.1 Termination by the MDH or Grantee

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days written notice to the other party.

8.2 Termination for Cause

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH mails, by certified mail, return receipt requested, written notice of termination to Grantee at its last known address.

8.3 Termination for Insufficient Funding

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written or facsimile notice to Grantee. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MDH will not be assessed any

penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

9. Publicity

Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees shall identify MDH as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. Clerical Error

Notwithstanding the Master Grant Contract Agreement, MDH reserves the right to unilaterally fix clerical errors contained in the Grant Contract Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

11. Telecommunications Certification

By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

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

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

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

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: Chisago County Attorney

Date: November 9, 2021

1. Minnesota Department of Health

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

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

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

Exhibit A – Grantee's Duties

Follow-up for each reimbursable referral provided by the STATE of an infant/child determined as "lost to follow-up" from newborn hearing rescreening, diagnosis and/or for Children with Special Health Needs and whose reported residence is in the GRANTEE'S jurisdiction:

1. For infants/children without complete screening or diagnostic testing results and considered by the STATE Early Hearing Detection and Intervention (EHDI) Program to be "lost to follow-up":
 - a. Facilitate screening/rescreening/diagnostic testing: Ensure that the infant/child's newborn hearing screening has been completed and ensure that results have been sent to the STATE. If screening or needed rescreening has not been completed, arrange for infant/child to be screened. For a child needing diagnostic testing, ensure that the infant/child's diagnostic evaluation has been completed and results have been sent to the STATE. If diagnostic evaluation has not been completed, arrange for evaluation services from an audiologist experienced working with infants/children and ensure that results have been sent to the STATE.

Reporting: For all infants/children followed, submit required data real time (as it is collected) using the fillable PDF form provided by the STATE.

2. Follow-up for each reimbursable referral provided by the STATE of a child diagnosed with a condition identified by STATE Children and Youth with Special Health Needs (CYSHN) Program whose reported residence is in the GRANTEE'S jurisdiction:
 - a. Identify Family Needs and Ensure Connection to Services:
 - i. Within the first month of referral of an infant or child with a condition identified by the STATE Children and Youth with Special Health Needs (CYSHN) Program, the nurse will:
 1. contact the family,
 2. identify concerns and needs with the family through a nurse assessment with a focus on income/finance, health care supervision, growth and development, caretaking/parenting, and connection to community resources (minimum of at least one area assessed),
 3. document current services being used, and
 4. identify and connect families to any additional services that may be beneficial and for which the family is eligible. These resources may include community resources, primary care, specialty care, early intervention, financial resources, transportation, parent-to-parent support, and other professionals/services as needed. All children with conditions categorically eligible should be connected to the Early Intervention program for Infants and Toddlers with Disabilities (i.e., Part C of the Individuals with Disabilities Education Act).
 5. If the nurse is unable to contact the family directly, the nurse may follow-up via a secondary source to obtain follow-up information or updated contact information (address & phone number).

Reporting: For all infants/children followed, submit required data real time (as it is collected) into the appropriate Local Public Health (LPH) Wizard in Minnesota Electronic Disease Surveillance System (MEDSS).

- ii. Confirm connection to referred service and second nurse assessment when indicated.
 1. The nurse may provide a follow-up contact with the family when a nurse has identified needed services/resources during the initial nurse assessment and has determined that a

second assessment to confirm connection to referred services, identify additional needs and/or services that may be beneficial and for which the family is eligible, or connect families to additional services/resources that may be beneficial. The second nurse assessment, interventions provided, and the status of connection to the services recommended by the LPH nurse during the initial nurse assessment are documented in the appropriate LPH Wizard in MEDSS approximately 1-3 months after initial assessment.

Reporting: For all infants/children followed, submit required data real time (as it is collected) into the appropriate LPH Wizard in MEDSS.

14. Identification of Key Contact(s) and other GRANTEE staff:

- a. The GRANTEE is expected to provide the STATE at least one Key Contact to act as the program liaison. Key Contact Responsibilities:
 - i. Key Contacts will receive referrals of new cases. Key Contacts are responsible for assigning cases to other GRANTEE staff for follow-up, if appropriate.
 - ii. Key Contacts are responsible for ensuring that follow-up on cases occurs in a timely fashion.
 - iii. Key Contacts will obtain and maintain their access to MEDSS.
 - iv. Key Contacts are expected to keep other GRANTEE staff current on best practices on a continuous basis and relay communications from the STATE to appropriate GRANTEE staff.
- b. The GRANTEE may identify additional staff from within its agency who will be involved in the follow-up of cases. If the staff member will need access to MEDSS to perform this follow-up, the staff member must complete training and the GRANTEE must provide the staff member's contact information to the STATE.
- c. Contact Changes: The GRANTEE is expected to update or submit any change of Key Contact or change in contact information for the Key Contact immediately. The GRANTEE is also expected to notify the STATE immediately when a GRANTEE staff member no longer needs access to MEDSS.

26. Training of Key Contact(s) and other GRANTEE staff:

- a. All Key Contacts are expected to participate in STATE sponsored trainings that the STATE determines necessary to perform program requirements. If the Key Contact changes, the STATE will reimburse for the new Key Contact to complete the required training.

27. Performance Measures: The GRANTEE will participate in program improvement and evaluation activities with STATE staff. Performance measures for such improvement activities may include:

Initial Nurse Assessment

- Percent of initial nurse assessments completed with at least 2 problem areas documented as assessed in MEDSS.
- Percent of home visit initial nurse assessments with at least 4 problem areas documented as assessed in MEDSS
- Percent of cases completed within 1 month of referral.
- Average number of nursing interventions provided during initial nurse assessment.

Second Nurse Assessment

- Percent of second nurse assessments with at least 2 problem areas documented as assessed in MEDSS
- Percent of cases completed within 3 months of referral.
- Average number of nursing interventions provided during second nurse assessment.

Exhibit B – Payment

1. The GRANTEE will be compensated \$75.00 per case for follow-up of each infant or child identified as lost to follow-up by the Early Hearing Detection and Intervention (EHDI) Program when they submit the required data using the form provided by the STATE on a quarterly basis.
2. The GRANTEE will be compensated per case for follow-up of children diagnosed with a condition identified by the STATE Children and Youth with Special Health Needs (CYSHN) Program when they submit the required data real time (as it is collected) through the Minnesota Electronic Disease Surveillance System (MEDSS) based on the criteria below:
 - a. CYSHN Level One: Payment of \$75.00 per case when the nurse provides minimal data to the STATE (update of Address/Phone Number, Primary Language, Insurance status, home visiting status, Referral to IDEA Part C & Part B status) or attempts to contact the family but was unsuccessful in identifying needs with an initial nurse assessment. This includes:
 - i. the nurse did not make contact with the family but was able to provide minimal data to STATE via a secondary source and documents the information in MEDSS; or
 - ii. the nurse did not make contact with the family but was able to provide an updated address to the STATE when requested; or
 - iii. the nurse made contact with the family and was only able to provide minimal data to STATE but was not able to assess and document family needs in MEDSS; or
 - iv. the nurse attempted to contact the family using multiple methods but was unsuccessful.
 - b. CYSHN Level Two: Contact with family in order to identify needs through an initial nurse assessment.
 - i. Level 2A (Electronic or office/clinic) = Payment of \$225 per case for successfully providing an electronic or office/clinic initial nurse assessment (e.g., phone visit or telehealth) with the family in order to identify current services being used, identify needs and/or additional services that may be beneficial and for which the family is eligible, and connect families to identified resources. The assessment, interventions provided, and required data are documented in the appropriate LPH Wizard in MEDSS.
 - ii. Level 2B (Home Visit)- Payment of \$375 per case for providing a home visit with the family and successfully conducting an initial nurse assessment in order to identify current services being used, identify needs and/or additional services that may be beneficial and for which the family is eligible, and connect families to identified resources. The assessment, interventions provided, and required data are documented in the appropriate LPH Wizard in MEDSS.
 - c. CYSHN Level Three: Confirm connection to referred service and second nurse assessment when indicated.
 - i. Payment of \$125 per case when a nurse has identified needed services/resources during the initial nurse assessment and has determined that a second assessment to confirm connection to referred services, identify additional needs and/or services that may be beneficial and for which the family is eligible, or connect families to additional services/resources that may be beneficial. The second nurse assessment, interventions provided, and the status of connection to the services recommended by the LPH nurse during the initial nurse assessment are documented in the appropriate LPH Wizard in MEDSS approximately 1 to 3 months after initial assessment.

3. Training of Key Contact(s) and other GRANTEE staff:

All Key Contacts are expected to participate in STATE sponsored trainings that the STATE determines necessary to perform program requirements. The STATE will reimburse \$150 for required training per person. In the event that the Key Contact changes, the STATE will reimburse \$150 for the new Key Contact to complete the required training.

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 20
Title of Item for Consideration: TriMin System Service Agreement for 2022	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of TriMin Services Agreement dated January 1, 2022 through December 31, 2022.	
Background: TriMin Systems, Inc. provides computer programming and technical assistance for the maintenance and support of the Chisago County Health and Human Services Accounting Department's accounting software system.	
Attachment(s): TriMin System Service Agreement for 2022	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the TriMin System Service Agreement for 2022. The suggested motion is as follows:	
<i>“Move to approve the TriMin System Service Agreement for 2022.”</i>	
Implications of Action: Approval will allow TriMin Systems, Inc. to provide programming and technical assistance for the Health & Human Services Accounting Department's accounting software system.	
Budget/Financial Implications: Budgeted levy dollars of \$2,640.00.	
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	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

ACS / SWS Support Services Agreement for 2022

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

CHISAGO COUNTY (MN)

(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between CHISAGO COUNTY (MN), hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member (or past member) of a group of Minnesota county welfare and human services agencies and other entities, previously known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

A. Agency Collection System (ACS)

B. Social Welfare System (SWS)

II. Support Definition

- A. Support: TriMin will provide remote application support for County via telephone and email. Support includes the following aspects:
1. Consultation and problem assistance, as scheduled
 2. New staff orientation/overview training, as scheduled
 3. Bug Fixes, as needed
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group (the group of counties using ACS and/or SWS) may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the User Group, with individual Counties each deciding to participate upon knowing the cost of the project and their expected contribution. Special project charges will only apply if a given county has agreed to said project and given approval to participate. Counties that do not participate would not receive the benefit of the project.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the User Group and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the User Group. Counties not wishing to participate may opt out, but will not receive the system modification.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 17, 2021

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☒ **Annual Support for ACS, paid as one-time charge (one billing): \$1,320**

☒ **Annual Support for SWS, paid as one-time charge (one billing): \$1,320**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$175 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by the User Group prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the User Group.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and

employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the certificates of insurance as requested and provide that the insurance carrier will notify the User Group in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the code maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the User Group. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.

V. Duration

The duration of this Agreement shall be January 1, 2022, to December 31, 2022, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

Accepted and Agreed for:

Accepted and Agreed for:

County: CHISAGO

TriMin Systems, Inc.:

Signed By: _____

Signed By: _____

Name: Chris DuBose

Name: Joe McNiff

Title: Chair, Board of Commissioners

Title: Vice President

Date: _____

Date: _____

Approved as to Form:



Chisago County Attorney
Dated: Nov. 10, 2021

TriMin Systems, Inc.
2277 Highway 36 West, Suite 250, Roseville, MN 55113
PH (651) 636-7667

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 21
Title of Item for Consideration: SHIP Grant Agreement – Chisago Age Well Coalition	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: : Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – Chisago Age Well Coalition	
Action Requested/Recommended: It is respectfully requested to approve the SHIP Grant Agreement – Chisago Age Well Coalition. The suggested motion is as follows: “Move to approve the Ship Grant Agreement – Chisago Age Well Coalition.”	
Implications of Action: Approval of this SHIP grant agreement will allow Chisago Age Well Coalition to hold meetings, increase awareness of existing services and health resources in the community. It will strengthen relationships between community members, service providers and health systems that will benefit older adults and their caregivers, the coalition will offer opportunities for older adults to stay active, engaged and classes in the topics of mental health, healthy eating, physical activity.	
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 grant is subject to County Attorney as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**County of Chisago
State Health Improvement Program Grant Program
Grant Agreement**

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago Age Well Coalition PO BOX 538 Lindstrom, MN 55045 ("Grantee").

Recitals

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

WHEREAS, Chisago Age Well Coalition applied to the County for a SHIP Grant in order to hold meetings, increase awareness of existing services and health resources in the community. It will strengthen relationships between community members, service providers and health systems that will benefit older adults and their caregivers, the coalition will offer opportunities for older adults to stay active, engaged and classes in the topics of mental health, healthy eating, physical activity; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed Two Thousand Seven Hundred Eighty – Eight Dollars (\$2788.00); and

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

NOW THEREFORE, the County and Chisago Age Well Coalition enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** November 18, 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, 2022, 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: Rahsa Bale
Address: PO Box 538 Lindstrom, MN 55045
Phone: 651-387-1606
Email: rbale@2harvest.org

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

5. ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE

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

6. CHANGES IN OWNERSHIP AND CONTROL

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

7. AUTHORITY TO CONTRACT

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand, Seven Hundred Eighty-Eight Dollars (\$2788.00)**.
- 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: Rahsa Bale, Board Chair
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: 11/10/2021

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 22
Title of Item for Consideration: Purchase of an SSR Bison 200P UTV – Sheriff Reserve	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None	
Background: The Chisago County Sheriff's Office Reserve Unit would like to purchase an SSR Bison 200P UTV for use at County events throughout the year, such as the County Fair and Threshing Show. This UTV would be a replacement for the Reserve Unit, which currently uses a golf cart that is getting outdated. This purchase will be completed using money from the Chisago County Reserve Deputy funds. Attachment(s): North Branch East Central Sports estimate	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the purchase of the SSR Bison 200P UTV for \$6,717.50 from East Central Sports for the Chisago County Sheriff's Office Reserve Unit. The suggested motion is as follows: <i>"Move to approve the purchase of the attached SSR Bison 200P UTV from East Central Sports for the Chisago County Sheriff's Office Reserve Unit."</i>	
Implications of Action: By the Board approving this action, the Sheriff's Office will be able to better patrol special events throughout the County.	
Budget/Financial Implications: The Sheriff's Office will purchase the UTV using Chisago County Reserve Deputy funds. The purchase does not have any impact in the County's 2021 or 2022 budget.	
Legal/Policy Implications: The purchasing of this vehicle has no legal concerns and the vehicle will be insured through the MCIT policy.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

EASTCENTRALSPORTS.COM

DATE: 11/5/24
PHONE:

Board Mtg to approve

SALESPERSON

**ALL DEPOSITS NON REFUNDABLE
LIMITED WARRANTY AND LIABILITY WAIVER:**
Any warranty implied or written is from the manufacture as follows:
ATVS & DIRT BIKES 3 months parts only, no labor warranty
I have received and understand the Maintenance Guide
And was offered extended warranty options _____

All products purchased from East Central Sports Inc "as is" and no returns on any gasoline powered units. Any exchange or refund is completely at East Central Sports Inc discretion. East Central Sports Inc. cannot be held responsible for any injury caused to customer from use of anything purchased from them. Motorized machines can be very dangerous, please be cautious and view safety DVD included with your machine from manufacturer.

I have read and understand all the above policies.

Signature _____ date _____

Chisago County Request for Board Action

Meeting Date: November 17, 2022	Item Number: 23
Title of Item for Consideration: Purchase of a 2022 Ski Doo MXZ 850 Snowmobile	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None	
Background: The Chisago County Sheriff's Office would like to purchase a 2022 Skidoo MXZ850 snowmobile for enforcement on County lakes and trails. The current Sheriff's Office snowmobiles are outdated and due for replacement. This purchase will be completed utilizing the Sheriff's contingent fund balance. Pursuant to MN Statute 387.213, 10th District Honorable Judge Trevino has approved the transfer of funds to complete the purchase. Attachment(s): - Olson Power and Equipment, INC. estimate - Judicial approval from Honorable Judge Trevino	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the purchase of the 2022 Skidoo MXZ850 for \$14,294 from Olson Power and Equipment, INC. The suggested motion is as follows: <i>“Move to approve the purchase of the attached 2022 Skidoo MXZ850 from Olson Power and Equipment, INC. for the Chisago County Sheriff's Office.”</i>	
Implications of Action: By the board approving this action, the Sheriff's Office will be able to patrol our lakes and trails in a dependable and reliable snowmobile.	
Budget/Financial Implications: The Sheriff's Office will purchase the snowmobile utilizing Judicial approved contingent funds.	
Legal/Policy Implications: The purchasing of this vehicle has no legal concerns and the vehicle will be insured through the MCIT policy.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

OLSON POWER & EQUIPMENT, INC.

P.O. BOX 39 • NORTH BRANCH, MN 55056

PHONE: 651-674-4494

WEBSITE: www.olsonpower.com

SALES QUOTE: 119929.01

Created: 11/01/2021

Expires: 12/01/2021

Salesperson: JCF

CHISAGO COUNTY SHERIFF

15230 PER RD

CENTER CITY MN 55012

Customer: 63002

Phone: 651-213-6300

Cell: 651-775-9987

page 1

Unit Sale: SNO UDNC 850 + MXZ TNT

13349.00

stock number: 35521

serial number: 2BPSUDNC6NV000032

Unit Sale: COMMODITY SURCHARGE

400.00

stock number: TEMP

DEALER PREP & SET UP

\$375.00

Unit Sale: SKI 860201740 TNL BAG

195.00

stock number: TEMP

Unit Sale: SKI 860201258 MED WNDSHL

185.00

stock number: TEMP

Unit Sale: SKI 860201320 RISER BLOK

125.00

stock number: TEMP

Unit Sale: SKI 860201651 AUX LED LT

420.00

stock number: TEMP

Unit Sale: SKI 860201809 SKD PLATE

150.00

stock number: TEMP

Thank you for your business!

Unit Sale: SKI 860201261 USB PLUG

50.00

stock number: TEMP

No Finance Charge made on accounts paid within 30 Days, will on the billing date following be charge 1-1/2% per month finance charge (18% ANNUAL PERCENTAGE RATE). 4% Credit Card Processing fee on payments over \$500.

Signature: _____

OLSON POWER & EQUIPMENT, INC.

P.O. BOX 39 • NORTH BRANCH, MN 55056

PHONE: 651-674-4494

WEBSITE: www.olsonpower.com

SALES QUOTE: 119929.01

Created: 11/01/2021

Expires: 12/01/2021

Salesperson: JCF

CHISAGO COUNTY SHERIFF

15230 PER RD

CENTER CITY MN 55012

Customer: 63002

Phone: 651-213-6300

Cell: 651-775-9987

page 2

Unit Sale: SKI 860201719 E LINQ

145.00

stock number: TEMP

LICENSE FEE

\$100.00

SNOW REBATE

-1200.00

Sales Tax

0.00



Total Sale

\$14294.00

Thank you for your business!

No Finance Charge made on accounts paid within 30 Days, will on the billing date following be charge 1-1/2% per month finance charge (18% ANNUAL PERCENTAGE RATE). 4% Credit Card Processing fee on payments over \$500.

Signature: _____



CHISAGO COUNTY SHERIFF'S OFFICE

BRANDON THYEN, SHERIFF

15230 Per Road
Center City, MN 55012-9663
Non-Emergency 651-257-4100
Fax: 651-213-6330

Approved.

Trevino, Catherine
(Judge)
2021.11.01 13:20:14
-05'00'

Administration
651-213-6300

Investigation
651-213-6319

Patrol
651-257-4100

Civil Process
651-213-6307

Records
651-213-6305

Jail
651-257-2931

November 1st, 2021

Minnesota 10th Judicial District
Chisago County
313 North Main Street
Center City, MN 55012

Ref: Contingent Funds

Your Honor,

This letter is to request authorization to purchase a new snowmobile for DWI enforcement on Chisago County lakes and trails. The Sheriff's Office current snowmobiles are outdated and due for replacement. An estimate has been provided from Olson Power and Equipment, a local snowmobile distributor, at \$14,294.

Pursuant to Minnesota Statute 387.123, the Sheriff's Office is requesting approval to utilize contingent funds to complete this purchase.

Sincerely,

Chief Deputy Justin Wood
Chisago County Sheriff's Office

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 24
Title of Item for Consideration: 2022-23 Professional Technical Services Contract between Chisago County and the Chisago Soil and Water Conservation District for U of MN Extension	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Chisago County has approved biannual Professional Technical Services contracts with Chisago Soil and Water Conservation District since 2011.	
Background: The County previously agreed to provide to the University of Minnesota Extension support in the form of office space, telephone and computer network connections, other communication support and office supplies. The SWCD has available staff and office space to aid in meeting the County's commitment to the University of Minnesota Extension. The total obligation of the County for all compensation and reimbursement to the SWCD shall not exceed twenty-seven thousand dollars and no cents [\$27,000.00] for calendar year 2022, unless modified by amendment or supplement to this Agreement. Services provided by the SWCD include, but not limited to: Provide ¼ time (25% FTE) support staff services, at a rate of \$20,000/year; and Provide office space and general use of the premises within the space occupied by the SWCD at a rate of \$7,000/year. Attachment(s): • 2022-23 Professional Technical Services Contract	
Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2022-23 Professional Technical Services Contract. The suggested motion to approve this action is as follows: <i>"Move to approve the 2022-23 Professional Technical Services Contract with the Chisago Soil and Water Conservation District."</i>	
Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place. Budget/Financial Implications: The total obligation of the County for all compensation and reimbursement to the SWCD shall not exceed twenty-seven thousand dollars and no cents [\$27,000.00] for calendar year 2022, unless modified by amendment or supplement to this Agreement. This is budgeted. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The contract is 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 _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT BETWEEN
CHISAGO COUNTY AND CHISAGO SOIL AND WATER CONSERVATION DISTRICT**

THIS CONTRACT, and any subsequent amendments and supplements thereto, is between the County of Chisago, a body politic and corporate (hereinafter "the County") and Chisago Soil and Water Conservation District (hereinafter "the SWCD"), an independent government unit, not an employee of the County of Chisago.

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

WHEREAS, SWCD is an independent government entity which is authorized to enter into contract or other agreements as authorized in Minn. Stat. 103C.231; and

WHEREAS, the County has agreed to provide to the University of Minnesota Extension support in the form of office space, telephone and computer network connections, other communication support and office supply; and

WHEREAS, the SWCD has available staff and office space to aid in meeting the County's commitment to the University of Minnesota Extension;

NOW, THEREFORE, it is agreed:

1. **SCOPE OF WORK:** Services provided by the SWCD include, but not limited to:
 - a. Provide ¼ time (25% FTE) support staff services, at a rate of \$20,000/year;
 - b. Provide office space and general use of the premises within the space occupied by the SWCD at a rate of \$7,000/year.
2. **CONSIDERATION AND TERMS OF PAYMENT.**
 - a. Consideration for all services performed and goods or materials supplied by the SWCD pursuant to this contract shall be paid by County as follows:
 - i. Compensation Funds shall be paid by the County upon SWCD's presentation of invoice within thirty-five (35) days of County's receipt thereof.
 - ii. The total obligation of County for all compensation and reimbursement to the SWCD shall not exceed twenty-seven thousand dollars and no cents [\$27,000.00] for calendar year 2022, unless modified by amendment or supplement to this Agreement.
 - b. **Terms of Payment.**
 - i. Payment shall be made by County promptly after the SWCD presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the SWCD pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Invoices shall be presented by SWCD on a quarterly basis.

3. **TERM OF AGREEMENT:** The effective date of the agreement is January 1, 2022 and will continue until December 31, 2022.

4. 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: Chase Burnham, County Administrator
Mailing: 313 North Main Street, Rm. 400, Center City, MN 55012
Telephone: 651-213-8877
E-Mail: chase.burnham@chisagocounty.us

B. The SWCD's authorized representative for the purpose of administration of this contract is:

Name: Craig Mell, District Administrator
Address: 38814 Third Avenue, North Branch, MN 55056
Telephone: 651-674-2333
E-Mail: craig.mell@mn.nacdnet.net

5. 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 SWCD. In the event of such a cancellation, the SWCD 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 SWCD 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 SWCD 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.

6. ASSIGNMENT: The SWCD shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

7. LIABILITY & INSURANCE:

- A. The SWCD shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the SWCD or SWCD agents or employees. This clause shall not be construed to bar any legal remedies the SWCD may have for County's failure to fulfill its obligations pursuant to this contract. Likewise the County shall indemnify, save, and hold the SWCD, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from its actions in relation to this Contract.

- B. The SWCD agrees that it will at all time during the term of the agreement keep in force policies of insurance providing the following checked (✓) liabilities. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days prior notice thereof to County.

✓ General Liability; ☐ Professional Liability; ✓ Automobile Liability

-At coverages of: \$500,000/claim; \$1,500,000/occurrence

✓ Workers' Compensation, as required by Minnesota law; ☐ Other _____

8. WORKER'S COMPENSATION. The SWCD certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The SWCD'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.

9. GOVERNMENT DATA PRACTICES ACT. The SWCD 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 SWCD 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 SWCD or County.

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

The SWCD hereby assigns to County all rights, title and interest to the MATERIALS. The SWCD 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 SWCD, 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 SWCD, its employees and any subcontractors, and the SWCD shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other

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

- B. The SWCD 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 SWCD shall indemnify and defend, to the extent permitted by the Attorney General, County at the SWCD'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 SWCD 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 SWCD'S or County's opinion is likely to arise, the SWCD 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.

11. 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.

12. 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.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SWCD 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.

14. SUBCONTRACTING AND ASSIGNMENT. SWCD 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, SWCD is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425 including prompt payment of any amounts due the subcontractor.

15. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

IN WITNESS WHEREOF, the above-named parties have executed this Amendment on the Date(s) indicated below and shall take effect upon January 1, 2022, irrespective of the dates of signatures below.

CHISAGO COUNTY

By: _____
Chair of the Board
Chisago County Board of Commissioners

Date: _____

Witnessed: _____
Clerk to the Board

Date: _____

Reviewed/Approved by County Attorney:

By: _____
Chisago County Attorney

Date: _____

CHISAGO SWCD

By: _____
Chair of the Board
Chisago Soil and Water Conservation District

Date: _____

Witnessed: _____
District Administrator

Date: _____

Chisago County Request for Board Action

Meeting Date: November 17, 2021	Item Number: 25
Title of Item for Consideration: 2022 Labor Contracts for Teamster Bargaining Units	
Action Requested by: Chase Burnham, County Administration	Department: Administration
Previous Action on this Matter: None.	
Background: The labor contracts that cover the Teamster Bargaining Units, which current contracts expire on December 31, 2021. The Labor Negotiations Committee had met with these bargaining units and subsequently came to a mutual agreement for settlement of this 1-year labor contract. Attachment(s): 2022 Labor Contracts for Teamster Bargaining Units (if agreed to by the meeting time)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2022 Labor Contracts with the County's Teamster Bargaining Units as negotiated for the term of one year commencing on January 1, 2021 and expiring on December 31, 2021. The suggested motion is as follows: <i>"Move to approve the 2022 Labor Contracts with the County's Teamster Bargaining Units as negotiated for the term of one year commencing on January 1, 2021 and expiring on December 31, 2021."</i>	
Implications of Action: Approving the Health & Human Services contract will enter into a binding agreement between the Teamster bargaining units and Chisago County for the terms and conditions set forth for one year. Budget/Financial Implications: The negotiated terms of the labor contracts will affect the 2022 adopted County personnel budget. Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies. The County Attorney has approved contract as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Hometown Fiber Status Report

November 8, 2021

Project: Broadband Consulting
Project Status: In Progress

Scope of Work

Provide Broadband Consulting Services.

Status of Key Project Phases

Task	% Complete	Status	Deadline
Document broadband goals and priorities	50%	In Progress	October 19, 2021
Field Assessment of existing broadband	40%	In Progress	December 30, 2021
Correct, as needed, state and federal maps	0%	Not Started	January 15, 2022
Develop pre-engineering cost estimates	12%	In Progress	February 12, 2022
Help develop and score grant applications	30%	In Progress	January 21, 2022
The Broadband Consulting Report:	5%	In Progress	February 12, 2022

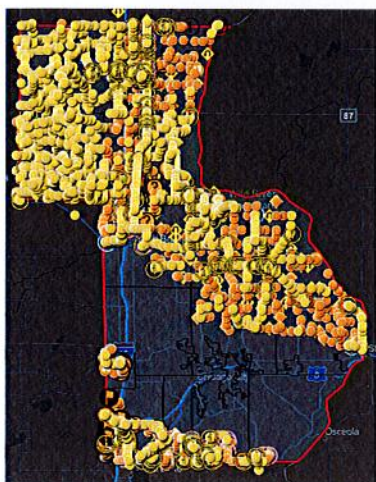
Needed from Chisago County

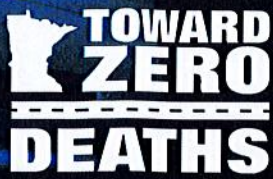
- Feedback from Commissioners or other County leaders regarding goals, priorities & dreams.

Upcoming Activities

Finalize draft of dreams, goals & priorities and schedule review with Chase..

Continue to locate and identify existing telecom infrastructure for GIS mapping. Progress is shown in map below.





MINNESOTA TOWARD ZERO DEATHS

Monday, Nov. 8

Speed Counts: Crash Responder Safety

Good morning D6,

The days are getting shorter and the nights longer as we approach winter, but throughout the year this has been a dark year when it comes to traffic deaths on Minnesota roads. We've surpassed **415** deaths on our roads and are on pace to have the most fatalities since 2007. The numbers aren't just statistics, each of those deaths represents someone who is a spouse, a child, a brother, sister, friend, co-worker, and neighbor. Lives are forever shattered by their loss. For employers, crash fatalities and serious injuries mean not only the loss of a friend and colleague, but of loss of valued talent and expertise.

We're not alone here in Minnesota. Across the US and even around the world, we've seen a startling increase in traffic crashes, resulting in injuries and fatalities, particularly due to excessive speed and lack of seat belt use.

Don't become a statistic. YOU are important – to your families, friends, colleagues and to **our D6 family here at MnDOT.**

Beginning today, and running through Friday, you will be receiving daily reminders about the importance of safe driving as part of [Crash Responder Safety Week \(#CRSW\)](#). Watch for safety advice, resources, and links to traffic-safety messages. Mark your calendars for *Wednesday, Nov. 10 at 12:30 p.m.* for a 30-minute [Speed Counts: Winter Driving](#) lunch and Learn. If you drive, your time on the road is the most dangerous part of your day.

The goal of Crash Responder Safety Week is to reach out to every emergency responder, driver, and passenger to educate them in how to play their part in ensuring safe responses at crash scenes. Whether you are responding to a crash, involved in a crash, or passing by a crash, we all need to do our part to be sure that everyone makes it home safely.

State Patrol Trooper Corporal [Ted Foss](#) lost his life when he was struck by a passing vehicle during a traffic stop on the shoulder of Interstate 90 near Winona. I encourage you to take a few minutes today to listen to his story as a reminder of the importance of slowing down and moving over for flashing lights. It is the law.

While working the road:

- **WEAR** your high visibility vest or apparel.
- **IMPLEMENT** traffic control.
- **WORK** in the shadow of the blocking vehicle.
- **NEVER** turn your back to traffic.
- **MAINTAIN** situational awareness.

For those of you behind the wheel, slow down and move over. Your life and the lives of others depend on it.

Tuesday, Nov. 9

Speed Counts: Slow Down

Attach the Speed Counts: Slow Down handout

Good morning D6,

The number of traffic deaths on our road are the highest since 2009. Speed continues to be the largest contributing factor in fatal traffic crashes with 133 speed-related deaths reported as of Nov. 4. This is a 31% increase from this time last year and a 106% increase from this time in 2019. To date, speed has been a factor in a third of all traffic fatalities in 2021.

We all know that traveling faster gives you less time to see and react to hazards, makes maneuvering more difficult and creates longer stopping distances.

For instance, let's take a look at the time it takes to make a 30-mile trip at different speeds. The trip takes 32 minutes at the speed limit. Go 10 over and you will only save about 4 minutes. Go 20 over and it saves you only 8 minutes. Is it worth it? Leave 10 minutes earlier and avoid the stress and risk.

If a hit to your pocketbook could change your speed, you should know that although most vehicles reach optimal fuel economy at different speeds, gas mileage usually decreases rapidly at speeds above 50 mph. According to fueleconomy.gov, you can assume that each 5 mph driven over 50 mph is like paying an additional \$0.24 per gallon for gas. For context, a vehicle averaging 25 mpg at 55 mph will see its mileage decrease to 19.3 mpg by driving 75 mph – and that will cost more than \$900 a year!

We all understand the temptation to believe that speeding is a good way to get someplace faster and save time. But in reality, speeding is dangerous and not worth the slight time savings and higher fuel cost. Let's commit to planning ahead for our travel to avoid the temptation to speed. You'll find additional safe driving advice attached.

As Mark said yesterday, YOU are important – to your families, friends, colleagues and to **our D6 family here at MnDOT**. By driving smart and slowing down, we can all save lives on Minnesota roads and help everyone arrive home safely at the end of the day.

Wednesday, Nov. 10

Speed Counts: Winter Weather (Webinar)

Attach Winter Survival handout

Good morning D6,

Welcome to Webinar Wednesday – all about Winter Driving!

Driving safely in winter weather can be a challenge, even for the most experienced driver. Whether you or your loved ones are driving for work or leisure, prepare to make it safely through the winter – before the going gets really tough!

Join us today, Nov. 10 at 12:30 p.m. for a 30-minute [Speed Counts: Winter Driving](#) Lunch and Learn. There is no cost and no need to register. The lunch and learn will be recorded for future viewing, so please share with your friends and family.

Critical topics such as vehicle speed, following distance and reaction time will be the focus. Steps to ensure your vehicle is ready for winter and safe driving reminders to help you face winter roads with confidence will also be reviewed.

Everyone should be cautious about traveling in extreme weather conditions. Cold, snow and ice are demanding on cars, drivers, and passengers. Cold affects metal, rubber, and other materials on your car. It can reduce the effectiveness of your vehicle's battery by at least 50 percent. It can freeze tires and keep them flat on the bottom for at least the first half-mile of travel. It can thicken your car's lubricants, making the engine work too hard. Most importantly, extreme winter weather can threaten your life. See the attached winter survival tips, including how to make a winter survival kit. It could save you or a family member's life.

Thursday, Nov. 11

Speed Counts: Distracted Driving

Good morning D6,

Distracted driving is anything that takes your attention away from the road. While taking your eyes off the road or hands off the steering wheel present obvious risks, activities that take a driver's mind away from driving are just as risky. They can include daydreaming, putting attention toward something outside of the vehicle, eating, reaching for items, changing music, and dealing with rowdy passengers or kids.

Distractions of any kind are all potentially deadly:

- Visual distraction-looking away from the road.
- Physical distraction-taking your hands off the wheel to do something else.
- Cognitive distraction- being lost in thought.
- Using electronic devices- like texting while driving.

Sending or reading a text takes your eyes off the road for 5 seconds. At 55 mph, that's like driving the length of an entire football field with your eyes closed. During daylight hours, approximately 660,000 drivers are using cell phones while driving. That creates enormous potential for deaths and injuries on our roads!

I encourage you to take a few minutes to hear about Jacy's story. [Jacy's story](#) will change the way you think about texting and driving.

It's a myth to think we can multitask behind the wheel. Driving instructors estimate that a driver makes an average of 200 decisions during every mile they drive. This leaves no room for error while multi-tasking. Drivers who are distracted fail to recognize potential hazards on the road and react more slowly to traffic conditions, decreasing their "margin of safety."

Almost everyone has seen a driver distracted by a cell phone, but when you are the one distracted, you often don't realize that driver is you. No one intends to seriously injure or kill someone by driving distracted. But good intentions don't prevent crashes — smart choices do.

Before heading out, do what you can to eliminate distractions:

- Set your music.
- Put your phone out of reach or go hands free.
- Set GPS prior to travel.
- If you're a passenger, speak up to stop a driver from distracted actions.
- When you call someone on their cell, ask them if they are driving. If they are, ask them to call you back when it's safe.

Every time you get behind the wheel, remember: Park the phone, keep your eyes on the road, hands on the wheel, and your mind on driving.

Friday, Nov. 12

Speed Counts: Slow Down

Thank you for participating in our traffic-safety week! Please use the advice you heard to always be safe behind the wheel, because YOU are important – to your families, friends, colleagues and to our **D6 family here at MnDOT**.

As we all know, our roadways can be dangerous. You can't predict or control what other drivers do – but you can control the steps you take to keep yourself safe.

As we have heard this week, pre-travel preparation can save your life. Remember to allow extra time for travel to avoid speeding, know your directions, put your phone down, maintain your vehicle, and be prepared for challenging winter travel.

[What's Your Goal Minnesota](#) reminds us that each of us already has a goal of zero fatalities for our families and loved ones. If *everyone* adopted our zero-fatalities vision *everyone* would realize why ZERO is the only goal that we can shoot for.

Please do your part by slowing down, paying attention, planning a sober ride, and always buckling up. Our 2025 goal is to reduce traffic-related deaths to 225 or fewer and we need your help! Be a role model and continue to remind your family, friends, neighbors, and co-workers that we all have the power to make choices that keep everyone alive. You can influence others to be safer drivers, which is good for everyone.

**Safe travels,
Jessica**

Winter Survival

In Your Car



Survival Tips

Everyone should be cautious about traveling in extreme winter weather. Cold, snow and ice are demanding on cars, drivers and passengers. Cold affects metal, rubber and other materials in your car. It can reduce the effectiveness of your vehicle's battery by at least 50 percent. It can freeze tires and keep them flat on the bottom for at least the first half-mile of travel. It can thicken your car's lubricants, making the engine work too hard. Most importantly, extreme winter weather can threaten your life. Follow these tips to stay safe as you drive in Minnesota.

Plan Before You Travel

Simple planning can save you trouble and even save your life.

Prepare Your Vehicle

Be sure your vehicle is in good winter driving condition. Take along the emergency equipment referred to in this booklet and keep it accessible. Keep your gas tank at least one-half full.

Be Aware of the Weather

Listen to forecasts, road reports and storm warnings. Dress appropriately. Pack extra scarves and mittens. Allow extra time for trips in severe weather.

Make Yourself Easy to Find

Tell someone where you are going and the route you will take. Report your safe arrival. If you stall or get stuck, tie a colored banner (from your winter survival kit) to your antenna or hang it out a window. At night, remove the cover from your dome light and turn the light on. Road crews or rescue units can see a small glow at a considerable distance. To reduce battery drain, use emergency flashers only if you hear approaching vehicles. Keep one person on watch; don't let everyone rest at the same time.

Stay in Your Vehicle

Walking in a storm can be very dangerous. You might lose your way or become exhausted, collapse and risk your life. Your vehicle is a good shelter.

Avoid Overexertion

Shoveling snow or repositioning your car by pushing it takes a lot of effort in storm conditions. You could risk heart attack or injury. Take it easy!

Keep Cool — Two Ways

1. Calm down and think. The storm will end and you will be found.
2. Don't work enough to get hot and sweaty. Wet clothing loses insulation value, making you susceptible to hypothermia.

Keep Fresh Air in Your Vehicle

It's much better to be cold and awake than comfortably warm and sleepy. Wet or wind-driven snow can plug your vehicle's exhaust system and cause deadly carbon monoxide gas to enter your vehicle. Don't run the engine unless you are sure the exhaust pipe is free of snow. Keep snow off the radiator to prevent the engine from overheating.

Stay Warm Without Fuel

Keep your blood circulating freely by loosening tight clothing, changing positions frequently and moving your arms and legs. Huddle close to one another. Rub your hands together or put them in your armpits or between your legs. Remove your shoes occasionally and rub your feet.

Don't Expect to Be Comfortable

The challenge is to survive until you're found.

Winter Driving Tips

Be Able to See and Be Seen

Clean frost and snow off all windows, mirrors, lights and reflectors. Equip your car with good wiper blades and keep an ample supply of windshield washer fluid. If visibility is poor, use headlamps.

Get a Feel for the Road

When you first start out, accelerate carefully to test wheel-spin and brake gently to test skidding.

Be Gentle

Use the accelerator and brakes slowly to maintain control of your vehicle. Fast acceleration can make wheels spin on ice and snow. Brake with a gentle pumping action. Stepping too hard on the pedal will lock the brakes and cause loss of steering control.

continued on next page

Increase Your Following Distance

Ice or snow can multiply your stopping distance up to ten times.

Make Turns Slowly and Gradually

Heavily traveled intersections can become "polished" and slick. Brake before you come to a curve, not while you are in it.

Turn in the Direction of the Skid

If the rear of your car begins to slide, turn into the direction of the skid. Expect a second skid as the car straightens out, and be prepared to counter this sliding action.

Scattered Slippery Spots

Icy spots on the road surface can cause loss of steering control. Do not use your brake. Take your foot off the gas and steer as straight as possible until your car slows to a safe speed.

Avoiding a Collision

In an emergency situation, you can intentionally steer your car off the road and into a snow bank. You may get stuck, but you'll avoid a crash.

Making a Winter Driving Survival Kit

Use an empty three-pound coffee can or any similar container with a plastic cover to store the following items:

- Small candles and matches
- Small, sharp knife and plastic spoons
- Red bandanna or cloth
- Pencil and paper
- Large plastic garbage bag
- Safety pins
- Whistle
- Snacks
- Cell phone adapter to plug into lighter
- Plastic flashlight and spare batteries

Reverse batteries in the flashlight to avoid accidental switching and burnout. Warm batteries before using them. Store safety items in the passenger compartment when severe winter weather threatens in case the trunk is jammed or frozen shut. Choose small packages of food that you can eat hot or cold.

Suggested food items:

- Raisins in small packets
- Semi-sweet chocolate in pieces for sharing
- Miniature candy bars
- Chewing gum
- Wrapped hard candies
- Food bars
- Canned soup, meat and poultry

Store bulky and heavy items in an accessible place:

- 30-foot cord to use as homing line when you must exit the vehicle
- Booster cables
- Basic tools
- Sand, cat litter or other grit in a plastic milk carton
- Shovel
- Tow cables or chain
- Sleeping bag or blankets
- Road flares and reflectors
- Snowmobile suit and heavy boots

Emergency Phone Calls

If you become stranded in any part of Minnesota, and you have a cell phone, call 911 to summon help. In other states, you may be able to dial 911 or 0 to reach an operator. When you talk with authorities:

- Provide information on your location, condition of all persons in the vehicle and the problem you are experiencing
- Follow instructions; you may be told to stay where you are and wait for rescuers
- Do not hang up until you know who you have spoken with and what will happen next
- If you must leave your vehicle, write down your name, address, phone number and destination. Place the piece of paper inside the front windshield for someone to see



Minnesota Department of Public Safety
Homeland Security and Emergency Management

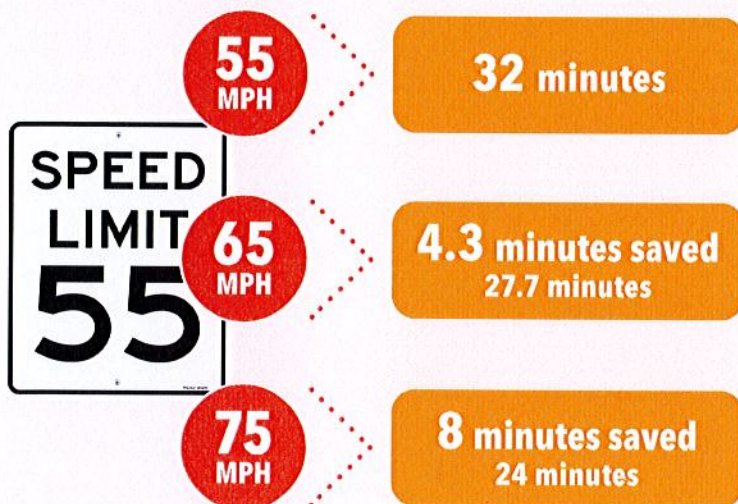


SPEED COUNTS.

SLOW DOWN.

IS SPEEDING REALLY WORTH IT?

Let's take a look at the time it takes to make a 30-mile trip at different speeds. It'll take you 32 minutes at the speed limit. Go 10 over and you'll only save about 4 minutes. Go 20 over and it saves you only 8 minutes. Is it worth it? **Leave 10 minutes earlier and avoid the stress and risk.**



TIPS TO AVOID SPEEDING:

- **Plan your route.**
Advance planning saves far more time than speeding, and you'll be less likely to feel the need to speed.
- **Keep an eye on the speedometer.**
When you do the recommended mirror-sweep every 5–6 seconds, check your speedometer.
- **Be careful on cruise control.**
Set cruise control to a legal, safe speed, taking into account current driving conditions.
- **Lower fuel costs.**
Speeding, rapid acceleration and hard braking can lower fuel economy by 15% to 30% in highway driving and 10% to 40% in urban driving.

PAY ATTENTION TO WARNING SIGNS:

- **A speeding ticket or warning from an officer.** Use the experience as a warning sign that you may have developed bad habits that need adjustment.
- **Comments from passengers.** Have a backseat driver in your family? It may be annoying, but they could be telling you something you need to hear.
- **A close call.** Have you had to hit the horn, make a hard stop or swerve to avoid a collision? Analyze what you can learn from any mistakes and "close calls."



Property Tax Division
Mail Station 3340
St. Paul, MN 55146-3340

November 2, 2021

Chris DuBose
Chisago County Board Chairperson
313 North Main Street,
Center City, MN 55012

Dear Mr. DuBose,

It has come to our attention at the Department of Revenue that the office of County Assessor in your county will soon become vacant or has recently become vacant.

The Board of County Commissioners has **90 days** from the date of the vacancy to appoint a new County Assessor. If there is a Deputy Assessor (or Chief Deputy, if more than one) he/she shall perform the functions of the office until the vacancy is filled. If there is no deputy, the county auditor shall designate a person to perform the duties of the office until an appointment is made. Such person shall perform the duties of the office for a period not exceeding 90 days during which the county board **must** appoint a county assessor. The 90-day period may be extended by written approval of the Commissioner of Revenue for certain special circumstances.

One of the most important roles of county government is the fair and equitable administration of a property tax system to fund local government needs and services. A crucial part in ensuring the success of this role is through the employment of a skilled and competent county assessor. My experience has been that property owners are more willing to pay their property taxes so long as they are reasonably secure in the knowledge that the assessment burden is fairly and equitably distributed between all property owners. It is the responsibility of the county assessor to make certain this is accomplished.

Also, please be aware that any county assessor appointee must be at least an Accredited Minnesota Assessor (AMA) at the time of first appointment with the requirement that the assessor attain the designation of Senior Accredited Minnesota Assessor (SAMA) within two years of the time of appointment. The appointment of a county assessor that does not have the appropriate AMA or SAMA designation at the time of hire cannot be confirmed by the Commissioner of Revenue.

County assessors are required to take and subscribe to an oath before entering upon their assessment duties in accordance with M.S. 273.061, subd. 3. The oath of office should be taken and subscribed on the appointee's first day in the office as the county assessor. Please provide me a copy of the signed oath when completed. For your reference, a sample oath is attached to this letter.

Once you have selected a qualified candidate for the county assessor position, please have the candidate contact me at gary.amundson@state.mn.us or (651) 260-8252 to begin the appointment confirmation process.

If you have any questions or concerns regarding this letter please contact me.

Sincerely,

Gary Amundson, SAMA
Property Tax Compliance Officer
Minnesota Department of Revenue

Cc: Bridgitte Konrad, County Auditor
Cc: Chase Burnham, County Administrator

Attached: *County Assessor Oath of Office*