



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, July 20, 2022 County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

- | | |
|---|-------|
| 1.) County Engineer's Report | TAB 1 |
| 2.) Harris Public Works Facility Improvements | TAB 2 |

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

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:

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| 1.) R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) R&B Committee Recommendation – Harris Public Works Facility Improvements | TAB 2 |
| 3.) Minutes from the July 6, 2022 Meeting | TAB 3 |
| 4.) Payment of County's Warrants and Miscellaneous Bills | TAB 4 |
| 5.) Application for Exempt Gambling Permit – Knights of Columbus | TAB 5 |
| 6.) Application to Conduct Excluded Bingo – Wyoming Lions Club | TAB 6 |
| 7.) Resolution for Mileage Reimbursement past 60-days – HHS | TAB 7 |

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | |
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| 8.) Director's Report | TAB 8 |
| 9.) Kvale/Siverson "Kvale Estates" Preliminary Plat | TAB 9 |
| 10.) Graham and Jeri Webster "Webster Meadows" Preliminary Plat | TAB 10 |
| 11.) Stephen & Maureen Schroeder IUP– Accessory Structure Without a Principal Structure | TAB 11 |

Other Business of the County Board

- | | |
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| 12.) Report and Recommendations from the July 13 th , 2022 B/F Meeting | TAB 12 |
| 13.) Summary of Closed Session – County Administrator Employee Review – June 15 th , 2022 | TAB 13 |
| 14.) ARPA Expenditure - Prof/Tech Contract with TKDA – Jail Demolition | TAB 14 |
| 15.) Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation | TAB 15 |
| 16.) SHIP Grant Agreement – Chisago Lakes School District 2144 | TAB 16 |
| 17.) Joint Public Safety Communications Facilities Use Agreement with Polk County, WI | TAB 17 |
| 18.) School Resource Officer Services to Rush City Schools – CCSO | TAB 18 |
| 19.) Additional Security Cameras for the Jail – 2022 CIP | TAB 19 |

Discussion Items:

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|----------------------------------|-------|
| • Correspondence | CORR. |
| • Administrator Updates | |
| • Commissioner Committee Reports | |

Adjourn Meeting of the Board of Commissioners

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CHISAGO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

TAB 1

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners

FROM: Joe Triplett, P.E.

DATE: July 13, 2022

RE: Public Works Director's Report

Project Development Update:

CSAH 10 Reconstruction: We have set up a public open house for this project with the Township for August 24th from 5pm to 7pm. We will be getting a postcard mailer out to the properties along the highway, get info on our website and the Township's website and getting a press release out. More information to follow.

2023 Reconstruction Projects: Right of way activities have begun for CR 59, CR 70 & CR 76 projects.

Construction Update:

CSAH 19 Reconstruction

- Complete

CR 55 Paving

- Complete

CR 79 Paving

- Complete

Seal Coat Project

- Complete

CSAH 26 Reconstruction

- Grading & earthwork continues – about ½ complete

CSAH 23/24 Roundabout

- First few stages are complete
- Traffic to be shifted over to bypass July 20
- Work to then begin on the roundabout

CR 86 Paving Project

- Construction to begin August 1st

2022 Maintenance Mill & Overlay Project

- Preconstruction conference scheduled for August 3rd

CR 60 Reconditioning Project

- Preconstruction conference was July 13th
- Construction looking to begin August 1st and wrap up mid-September

County Highway System Update

From time to time, our County Highway system requires an overall look at and update. This would include jurisdictional transfers, renumbering and redesignation (from CR to CSAH and CSAH to CR). The last time we did this was about a decade ago. We also have not put out an updated County Highway Map since 2015. There are many reasons for changing a county highway number. These include, but are not limited to, funding, driver confusion, highway purpose and highway location. Because we cannot just simply add CSAH mileage, we need to be very careful and strategic in how we designate and revoke our existing mileage. This can be challenging.

I always strive to use our limited State Aid funding to the best and fullest capacity. To that end, I am looking to be able to fund our CR 76 reconstruction project next year with State Aid dollars. To do that, we must put the highway on the County State Aid Highway System. We have always planned on putting it on the CSAH system as another extension of CSAH 21.

The other example of a reason to change the highway number would be driver confusion. Therefore, we are proposing to change portion of CSAH 24 in Chisago City and Chisago Lake Township. The highway is known as 2 different street names: Lofton Ave north of TH 8 and Old Towne Rd south of TH 8. We are proposing to change the number north of TH 8 to CSAH 34 so that each road has a different number and name. We also have issues with CSAH 9. This is our longest highway at almost 30.5 miles, stretching from TH 8 in Center City winding all the way up to Pine County. We are proposing to break it up west of CSAH 30 in Harris.

The last highway I'll touch on is the east/west stretch of CR 86 in Franconia township that runs between TH 95 and CSAH 25. This highway sees higher than average traffic usage, including heavy commercial type traffic. We also see some confusion between this segment and the north/south piece. We would like to see this put on the CSAH system to have access to State Aid funding.

There are still details I need to work out with Mndot prior to any change but wanted to get this in front of you for review. There is likely some Board resolutions that they will require. Once I have all of that figured out, I will be back for your consideration. Once we have made all of the changes, we will do a much-anticipated County Highway Map update.

TH 8 Reconstruction Project

Just a quick note to let you know that our \$3M Congressionally Directed House spending request has made it through committee and is in the House Appropriations bill. They are looking to act on this by the end of September. The Senate is taking a little more time with their appropriations bill.

Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 2
Title of Item for Consideration: Harris Public Works Facility Improvements	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: At the June 8th, Budget and Finance Committee, County Engineer presented to the Board the ‘Harris Public Works and Center City Public Works Facilities Improvement’ projects. The committee directed County Engineer Triplett to seek clarification to determine was each project would cost individually. At the July 13th, Budget and Finance Committee meeting, the Committee recommended funding the Harris Public Works Facility Improvement using 2022 C.I.P. funds.	
Background: The Chisago County Public Works Department requires the services from an architect to produce design plans for the Harris Public Works Facility Improvements. Chisago County Engineer, Joe Triplett, has enlisted the services of HCM Architects. Attachment(s): - Professional/Technical Services Agreement with HCM - HCM Proposal for Architectural and Engineering Design Services	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Agreement with HCM for Architectural and Engineering Design Services for the Harris Public Works Facility. The following motion is suggested: <i>“Move to approve the Prof./Tech. Services Agreement with HCM for Architectural and Engineering Design Services for the Harris Public Works Facility funded by _____.”</i>	
Implications of Action: Approval will allow the County to work with HCM to design facility improvements for the Harris Public Works facility. Budget/Financial Implications: \$148,000, this Funding was proposed to come out of the 2022 C.I.P., as proposed at the July 13th Budget and Finance Committee meeting, however there is currently not money available from this funding stream as currently proposed. At the May 18th, Board of Commissioners meeting the Board allocated the C.I.P. funds to the brining equipment proposal. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

Approve _____

Deny _____

Other

CEB

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Hagen, Christensen & McIlwain Architects, 4201 Cedar Avenue South, Minneapolis, MN 55407, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services to develop, deliver and provide project design services, contract documents and construction administration services for the construction of an addition to the wash bay and a new truck storage building at the County's Public Works Facility in Harris, Minnesota, Chisago County, and

WHEREAS, the CONTRACTOR represents it is qualified, duly licensed and willing to perform the services set forth in this contract and CONTRACTOR has provided the County with a proposal for the delivery of such professional and technical services

NOW, THEREFORE, it is agreed:

- I. **CONTRACT TERMS AND CONDITIONS.** The terms and conditions of the agreement of the parties are those terms, conditions and provisions contained in this Professional and Technical Services Contract and CONTRACTOR's Proposal for Architectural and Engineering Design Services, dated June 14, 2022, which is attached hereto and incorporated herein as **Attachment A**. Together, the Professional and Technical Services Contract and said proposal are referred herein as "Contract". To the extent that the terms of said proposal conflict with those of the Professional and Technical Services Contract, those terms set forth in the Professional and Technical Services Contract. Together, the Professional and Technical Services Contract and said proposal are referred herein as "Contract".
- II. **TERM OF CONTRACT.** This Contract shall be effective on July 21, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until June 1, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform such duties as described in **Attachment A**, attached hereto and incorporated by reference.
- IV. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this Contract shall not exceed One Hundred Forty- Eight Thousand Three Hundred and No/100 Dollars (\$148,000.00) pursuant to **Attachment A**.

B. Terms of Payment.

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

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

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

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

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

Name: Tim McIlwain, AIA
Company: Hagen, Christensen & McIlwain Architects
Address: 420 Cedar Avenue South, Minneapolis, MN 55407
Telephone: (612) 904-1332
E-Mail: McIlwain@hcmarchitects.com
Fax:

VI. CANCELLATION AND TERMINATION.

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

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

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

VII. **SUBCONTRACTING AND ASSIGNMENT.** The CONTRACTOR shall neither subcontract, assign nor transfer any rights or obligations under this Contract without the prior written consent of County. The County may impose any condition of consent that it determines to be in the best interest of the County. The County will provide consent to assignment only by and through a fully executed assignment agreement between the county, the CONTRACTOR and assignee which binds the assignee to perform all duties and responsibilities of the CONTRACTOR. The parties acknowledge that the CONTRACTOR may associate and or hire outside consulting firms that are identified in to assist in the performance of this contract and such association or hire shall not be considered a subcontract relationship. CONTRACTOR shall hold harmless, defend and indemnify the County for any and all claims for compensation made against the County by such firms or subcontractor.

VIII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

IX. **INSURANCE.**

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

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

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

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

Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.

D. CONTRACTOR shall provide the County evidence of such coverage both in types of risks covered and amounts by providing the County a certificate of insurance and CONTRACTOR shall name the County as an additional insured for the insurance required of this Contract.

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

XI. **MINNESOTA STATUTE §181.59.**

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

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

XII. **GOVERNMENT DATA PRACTICES ACT.**

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

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

C. CONTRACTOR shall retain any and all data, documents and records concerning this Contract and its performance for period of six (6) years after its expiration, termination or cancellation.

Following said retention period, CONTRACTOR shall notify the County in writing not less than ten (10) working days in advance of any intended destruction of such data, documents or records.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

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

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.
- C. If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. ANTITRUST. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this Contract resulting from

antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

- XV. **JURISDICTION AND VENUE.** This Contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **AMENDMENTS.** Any amendments to this Contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this Contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

(Signatures are found on the next page.)

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

APPROVED:

1. **CONTRACTOR - Hagen, Christensen & McLwain Architects**
CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

By:
Jeffrey B. Fuge, Assistant County Attorney
Date: <i>Pending Review</i>

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HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS

June 14, 2022

Mr. Joe Triplett, Director of Public Work / County Engineer
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: *Proposal for Architectural and Engineering Design Services*
Harris Public Works Facility – Phase 1 Improvements

Dear Joe:

Thank you for giving us this opportunity to provide you with a proposal for services for the Design, Construction Documents and Construction Administration services for the proposed Phase 1 Improvements to the Chisago County - Harris Public Works Facility. We understand that this proposal and work scope will be considered the basis for a Contract for Services for the above referenced Project.

These services are for the Phase 1 Improvements to the Harris Facility which include a Vehicle / Equipment Wash Bay Addition to the north end of the existing building and a new 4-Bay Truck Storage Building located to the west of the existing Public Works Building.

Our Project Design Team includes:

- HCM Architects - Team Leader/Manager and Architect of Record (AOR)
- Loucks & Associates – Civil Engineering
- ERA Engineers – Structural Engineers
- Emanuelson Podas - M/E/P

What follows is our detailed understanding of the project and our anticipated services with proposed fees. We greatly appreciate this opportunity to provide you our professional design services. If you have questions regarding this proposal, please don't hesitate to give us a call.

Sincerely,

Tim McIlwain, AIA

HAGEN, CHRISTENSEN & MCILWAIN ARCHITECTS

4201 Cedar Avenue S. | Minneapolis, MN 55407 | 612.904.1332 | HCMarchitects.com

A. Project Understanding & Scope of Services**Project Understanding**

Our understanding is based on our schematic design work for the Harris PW Wash Bay in 2021 and the information you provided for the Harris PW Truck Storage Building. It is our understanding that Kraus Anderson (KA) will be providing construction services as either a Construction Manager (CM) or as a General Contractor (GC) through the Sourcewell Contracting Program. We will work with KA throughout the design and construction process. A summary of Project Scope is as follows:

Harris Public Works Facility

A. Wash Bay Addition – This scope is based on the schematic design work provided by HCM Architects in 2021 (see attached plans). The scope of the addition is:

Site Work Scope:

- New heavy-duty gravel connection to Gladstone Avenue
- New heavy-duty concrete apron (east end)
- Site removals of existing paving (asphalt)
- Site grading and sub-grade prep / compacted sand bed

Building & Systems Scope:

- Single-story – eave heights to match existing
- Pre-cast concrete exterior walls (north, east & west)
- Pre-cast concrete or 8" CMU wall adjacent to existing building
- Steel truss roof structure – slope to match existing
- R-30 roof insulation
- Reinf. Concrete footings – PC to set on footings
- 8" reinforced concrete slab on grade with 8'-0" of perimeter insulation – sloped to trench drain
- Prefinished metal roof and fascias to match existing
- Prefinished gutters and DS's \
- Alternate Cost Item: Skin the PC panels with metal siding to match existing.
- Unit heaters
- Ventilation & CO2 exhaust
- Trench drains and water piping

B. 4-Truck Storage Building – This scope is based on the discussions with you and KA and their cost estimate breakdown for this new building on the existing Harris PW site. The scope of the building is:

Site Work Scope:

- New heavy-duty gravel connection to Gladstone Avenue
- New heavy-duty concrete apron (east end)
- Site removals of existing paving (asphalt)
- Site grading and sub-grade prep / compacted sand bed

Building & Systems Scope:

- Single-story post-frame building with insulated metal exterior
- Concrete slab
- OH doors – (1) per bay
- Unit heaters
- Ventilation & CO2 exhaust
- Trench drains and water piping

Project Scope of Services

The following is a detailed breakdown of the subsequent Project Phases and tasks:

Project Tasks:

- Task 1 *Field Verification, Base Building Documentation & Systems Review*
- Task 2 *Project Design*
- Task 4 *Construction Documents*
- Task 5 *Bid Phase*
- Task 6 *Construction Administration*
- Task 7 *Project Closeout*

Task 1 Field Verification, Base Building Documentation and Systems Review

Scope of Work:

- Design Team to visit the Harris PW Facility to meet with staff to kick-off the project and field verify, measure and document the existing conditions and systems in the project area.
- Report to County staff on findings of existing conditions and any issues that could affect this Project.

County Staff Responsibilities:

- Provide access to facility and information on existing systems, etc.
- Provide site survey and site information.
- Meet with the Design Team to review findings

Deliverables:

- Base Drawings of existing Conditions
- Report on existing conditions of concern

Task 2 Project Design

Design Team Scope of Work:

- Prepare overall Design Package that shows site work, interior and exterior building design, finishes, structural systems and MEP systems.
- Design meetings (3 assumed) with Owner and CM or GC.
- Investigate all pertinent codes, safety regulations – meet with City Building Officials to confirm life safety and accessibility requirements.

County Staff Responsibilities:

- Provide access to facility and information on existing systems, etc.
- Meet with the Design Team to review designs and approve work to begin Construction Documents

Deliverables:

- Design meetings with Owner (assume 3 meetings)
- Design Packages for Harris PW facilities to include:
 - Site Plans, Grading Plans and Utility Plans
 - Building Floor Plans, Ceiling Plans and Roof Plan
 - FFE Plans (*Furniture, Fixtures & Equipment*)
 - Exterior Elevations
 - Structural Schematic Plans
 - Mechanical and Electrical Engineering Schematic Plans
- Project meeting minutes documentation of meetings and presentations.
- Understanding of local, state and federal jurisdiction requirements.
- Assist in developing a Project Construction Cost Estimate with CM or GC.

Task 3 Construction Documents

Design Team Scope of Work:

- Develop the Construction Documents (Drawings and Specifications) for the Project required for the permitting and bidding of the project. These documents to include:
 - Civil Engineering drawings and details for Site Plans, Grading Plans and Utility Plans for Harris PW site.
 - Structural Plans and details for the Wash Bay Addition. Storage Building to be a pre-engineered structure and foundation system – no structural engineering provided.

- Building Floor Plans, Ceilings Plans and Roof Plans
- Finish Plans and Finish Schedules, FFE Plans (*Furniture, Fixtures & Equipment*)
- Exterior Elevations & Exterior Wall Sections and Details
- Interior Elevations, Interior details & Millwork details
- Ceiling Plans & Details
- Mechanical and Electrical Engineering MEP Drawings
- Specifications
- Present the final design to the County and governing agencies for their review and approval.
- Regular project meetings including a 90% final review meeting with County, Design Team and CMA or General Contractor.
- Ongoing review all options of project design/cost objectives.
- Assist in providing a final detailed project cost estimate.

Staff Involvement / Roles –

Primary Responsibilities

County Staff Responsibilities:

- Meet with the Design Team and Contractor for review and approval
- Attend 90% review meeting of construction documents
- Provide approval to proceed to Bidding and Construction Phases

Deliverables:

- Complete Construction Documents made up of detailed plans and specifications ready for bidding.

Task 4 Project Bidding

Design Team Scope of Work:

- Issue documents to General Contractor for bidding.
- Facilitate Prebid meeting with bidders
- Develop Addenda to the Construction Documents and answer all inquiries about the project as required for the competitive bidding of the project

Deliverables:

- Issuance of Addenda as required, responding to contractor questions
- Review of bids

Task 5 Construction Administration Services

Design Team Scope of Work:

- Facilitate project communication as point person.
- Attend regular construction mtgs. - (10 meetings assumed)
- Review work for compliance w/ construction documents.
- Answer all contractor inquiries regarding the design intent of the documents
- Review shop drawings and product submittals
- Prepare all standard construction phase documentation (RFI's, PR's and ASI's).
- (1) Punch List Review and prepare document

County Staff Responsibilities:

- Payment of approved Applications for Payment
- Attendance at Construction Meetings
- Approval of required changes

Deliverables:

- Timely Submittal and Shop Drawing reviews
- Review of Pay Applications
- Issue Appropriate Change Orders
- Punch list Review & Document

Task 6 Project Closeout:**Design Team Scope of Work:**

- Close-out Review

County Staff Responsibilities:

- Provide all drawing and written documentation for the existing site and buildings.
- Meet with Design Team to close out the Project

Deliverables:

- Project Record Drawings (digital)
- CA Documentation (digital)
- Project Job File (digital)

B. Project Fees

The fees listed below are based on the anticipated hours of professional time per task multiplied by the hourly rates for each team member for architectural, interiors, mechanical, electrical and structural engineering design services. The fees will be billed on an hourly not to exceed basis.

Professional Design Fees

HCM	Architectural / Team Leader	\$94,500
Loucks	Civil Engineering	\$16,500
ERA	Structural Engineering	\$6,000
EP	M/E/P Engineering	\$30,000
<u>Professional Design Fees</u>		<u>\$147,000</u>
<u>Estimated Reimbursables</u>		<u>\$1,300</u>
TOTAL		\$148,300

HCM Architects Billable Rates - 2022

HCM Architects P.A. currently employs the following personnel at the following rates:

<u>Staff</u>	<u>Billable Rate</u>
Principal Architect 1	\$190.00 / hour
Principal Architect 2	\$170.00 / hour
Architect	\$150.00 / hour
Architectural Staff	\$130 - \$140.00 / hour

Additional Services

The following are not included in the services and fees listed above and are to be considered additional services. These services can be provided on an hourly basis depending on staff level at your request.

- Survey (provided by County)
- Building and Systems Commissioning
- Energy Modeling
- Additional CA meetings beyond those listed above
- Acoustical Design
- Geotechnical Testing and Engineering

Reimbursable expenses such as printing, mileage, courier services will be billed at 1.0 times costs.

Again, we thank you for this opportunity to work on this exciting project with you.

Sincerely,

Tim McLwain, AIA



Acceptance

If this proposal meets with your approval, please indicate your authorization to proceed by signing the ACCEPTED BY and returning a copy to us. Should this proposal not be accepted within 60 days from the date of proposal or should the scope of the project or services vary from the stated assumptions, Hagen, Christensen & McIlwain Architects reserves the right to review and update this proposal as necessary.

ACCEPTED BY: _____

A handwritten signature in blue ink, appearing to be "J. H. T.", is written over a horizontal line.

DATE: _____



CHISAGO COUNTY
BOARD OF COMMISSIONERS

July 20, 2022

TAB # 3

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$

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>
7/8/2022	\$25,917.53		County's Warrants
7/8/2022	\$62,634.28	07/20/2022	Auditor's Warrants

Lake Area Bank; Matthew Beckman; Sheriff; registration; \$369.02
Lake Area Bank; Karen Gates; Human Resources; registration; \$659.81
Lake Area Bank; Bridgitte Konrad; Auditor; registration; \$100.46
Lake Area Bank; Daryl Moeller; Assessor; registration; \$400.00
Lake Area Bank; Kyle Puelston; Sheriff; supplies; \$1,245.00
Lake Area Bank; Janet Reiter; County Attorney; registration; \$344.00
Lake Area Bank; Kurt Schneider; Environmental Services; supplies; \$972.83
Lake Area Bank; Joseph Tart; Parks; supplies; \$352.00
Lake Area Bank; Joseph Triplett; Public Works; registration; \$100.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; \$242.04
Lake Area Bank; Justin Wood; Sheriff; registration; \$923.08
Lake Area Bank; Tracy Krona; HHS; supplies; \$546.30
Lake Area Bank; Todd McMurray; registration; \$220.00

Special Board Approval:

Forms and Systems of Minnesota
\$6,259.27 – Printing and Mailing Election Postcards

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**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, July 06, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, July 06, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

On motion by DuBose, seconded by Dunne, the board moved to open the Health and Human Services Committee of the Whole at 6:30 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

Chair Greene gave the gavel to Vice-Chair Montzka.

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

On motion by Greene, seconded by Dunne, the Board moved to add items 1-6 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the board moved to close the HHS Committee Board of the Whole at 6:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Directors Update
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – PH Service Agmt to the Blue Plus Referral Health
- 4.) HHS Committee Recommendation – Grant Amend. – PH Emergency Preparedness (PHEP)

- 5.) HHS Committee Recommendation – MDH Project Agmt Amend. – Follow Along Program
- 6.) HHS Committee Recommendation – Prof/Tech Services Contract with Survey Systems Inc
- 7.) 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.

- 8.) Minutes from the June 16, 2022 Regular Meeting
- 9.) Application for Exempt Gambling Permit – Pheasants Forever

RESOLUTION NO. 22/0706-1
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE
FOR PHEASANTS FOREVER – CHISAGO COUNTY

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Lent Town Hall located at 33155 Hemingway Ave., Stacy, MN 55079.

10.) 2022 Temporary Liquor License Requests

On motion by Montzka, seconded by DuBose, the Board moved to approve the Contract with Stonebrooke Engineering to design the replacement bridge for structure L0145 on CSAH 16. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the 2022 Crack Seal Project and award the project to Fahrner Asphalt Sealers of Eau Claire, WI. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:**

None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Out of State Travel request for the CCSO Chaplains to attend the training seminar for the International Conference of Police Chaplains Region 3 in Bismarck, North Dakota, September 19 – 22, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to reestablish the 2022 mileage reimbursement rate at \$.625 per mile and \$.35 per mile when a personal vehicle is used when a county vehicle is available for usage. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved table the summary of the June 15th Closed Session evaluation of County Administrator Chase Burnham pursuant to MN Statute 13D.05 subd. 3, until the July 20th Board of Commissioner meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the issuance of Chisago County's ARPA Fund allocation to Rush City, North Branch, and Forest Lake as allocated pursuant to the 2022 Chisago County ARPA School Grant Program. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the Updated Low Income SSTS Grant Policy; authorize the Application for MPCA SSTS low-income Fix-up Grant Funds; and authorize disbursement of any awarded Low Income Subsurface Sewage Treatment System Upgrade Grant Funds in accordance with the Low Income SSTS Grant Policy as Presented. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to approve the out of state travel for Enterprise Services Emergency Communications Systems Manager, Jake Thompson to attend the National APCO and Motorola Trunked User Group training in Anaheim, CA from 8/7-8/13/2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

County Administrator Chase Burnham provided administrator updates and correspondence. *No action was taken.*

CITIZENS FORUM

TIME – 7:00 p.m. END TIME – 7:00 p.m.

of SPEAKERS - 0

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

On motion by DuBose, seconded by Dunne, the Board adjourned the meeting at 7:04 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 5
Title of Item for Consideration: Application for Exempt Gambling Permit – Knights of Columbus	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the Knights of Columbus, so that the applicants can conduct a lawful raffle on January 5, 2023. The Knights of Columbus is a non-profit organization.	
Attachments: - LG220 Application for Exempt Permit – Knights of Columbus - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Knights of Columbus' application to Conduct a raffle at their event on January 5, 2023. The recommended motion is as follows:	
<i>“Move to approve the Knights of Columbus’ resolution to conduct a raffle at their event on January 5, 2023.”</i>	
Implications of Action: Approving tonight’s action would allow the Knights of Columbus to raise money for its non-profit organization and its activities.	
Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.	
Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

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LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus

Previous Gambling:

Permit Number: X

Minnesota Tax ID Number, if any: _____

Federal Employer ID

Number (FEIN), if any: _____

Mailing Address: PO Box 32

City: Taylors Falls

State: MN

Zip: 55084

County: Chisago

Name of Chief Executive Officer (CEO): Troy Aanonsen

CEO Daytime Phone: 651-539-1900

CEO Email: [REDACTED]

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐

Fraternal

☒

Religious

☐

Veterans

☐

Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐

A current calendar year Certificate of Good Standing

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐

IRS income tax exemption (501(c)) letter in your organization's name

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): St. Joseph Church

Physical Address (do not use P.O. box): 490 Bench St.

Check one:

☒

City: Taylors Falls

Zip: 55084

County: Chisago

☐

Township: Amador

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): January 5, 2023

Check each type of gambling activity that your organization will conduct:

☐

Bingo

☐

Paddlewheels

☐

Pull-Tabs

☐

Tipboards

☒

Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- ☒ a copy of your proof of nonprofit status; and
- ☒ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

BOARD AGENDA

July 20, 2022

APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR KNIGHTS OF COLUMBUS

RESOLUTION NO. 22/0720-XX APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR KNIGHTS OF COLUMBUS

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the St Joseph Church located at 490 Bench St., Taylors Falls, MN 55084.

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Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 6
Title of Item for Consideration: Application to Conduct Excluded Bingo – Wyoming Lions Club	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the Wyoming Lions Club, so that the applicants can conduct bingo on August 12-13, 2022. The Wyoming Lions Club is a non-profit organization. Attachments: - LG240B Application to Conduct Excluded Bingo – Wyoming Lions Club - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Wyoming Lions Club's application to Conduct bingo on August 12-13, 2022. The recommended motion is as follows: <i>“Move to approve the Wyoming Lions Club's application to Conduct bingo on August 12-13, 2022.”</i>	
Implications of Action: Approving tonight's action would allow the Wyoming Lions Club to raise money for its non-profit organization and its activities. Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve CJB	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

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LG240B Application to Conduct Excluded Bingo

No Fee

11/17
Page 1 of 2

ORGANIZATION INFORMATION

Organization
Name: Wyoming Lions ClubPrevious Gambling
Permit Number: _____Minnesota Tax ID
Number, if any: _____Federal Employer ID
Number (FEIN), if any: _____Mailing
Address: 4749 - 250th StCity: Forest Lake State: MN Zip: 55025 County: ChisagoName of Chief Executive Officer (CEO): Deborah AshbyCEO Daytime Phone: [REDACTED]CEO Email: [REDACTED]

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): same

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal☐ Religious☐ Veterans☒ Other Nonprofit OrganizationAttach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: 8/12/2022 and 8/13/2022

-OR-

☐ conducted on up to 12 consecutive days in connection with a:☐ county fair

Dates: _____

☐ civic celebration

Dates: _____

☐ Minnesota State Fair

Dates: _____

Person in charge of bingo event: Deborah Ashby Daytime Phone: 651-982-2013Name of premises where bingo will be conducted: Almelund Threshing Company Show GroundsPremises street address: 17760 St Croix TrailCity: Taylors Falls If township, township name: Shafer County: Chisago

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (If required by the county)

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: _____ Date: _____

(Signature must be CEO's signature; designee may not sign)

Print Name: Deborah Ashby

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

BOARD AGENDA

July 20, 2022

APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT EXCLUDED BINGO FOR THE WYOMING LIONS CLUB

RESOLUTION NO. 22/0720-XX APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT EXCLUDED BINGO FOR THE WYOMING LIONS CLUB

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct excluded bingo at the Almelund Threshing Company Show Grounds located at 17760 St. Croix Trail, Taylors Falls, MN 55074.

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Chisago County Request For Board Action

Meeting Date: July 20, 2022	Item Number: 7
Title of Item for Consideration: Resolution for Mileage Reimbursement past 60 days	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter:	
Background: Seeking approval for mileage claims for May mileage reimbursement for two HHS employees, over the 60-day policy requirement. Travel dates between 5/4/22-5/10/22 for Brandie Christenson in the amount of \$22.96 and travel date of 5/3/22 for Cindie Giem in the amount of \$11.90.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the May 2022 Mileage Reimbursement Claims. The suggested motion is as follows: <i>“Move to approve late submission of mileage reimbursement by supervisor.”</i>	
Implications of Action: Staff will be reminded of the 60-day policy	
Budget/Financial Implications: Budgeted Levy Dollars	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

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**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: June 8, 2022
Re: July 20, 2022 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 July 20, 2022, Board meeting.

Action Items:

1. Receive Directors Report
2. Kvale/Siverson Kvale Estates Preliminary Plat
3. Graham and Jeri Webster Webster Meadows Preliminary Plat
4. Stephen & Maureen Schroeder Interim Use Permit – Accessory Structure w/out a Principal Structure

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for July 28, 2022 at 7:00 pm. at the Government Center. The Board will also meet on July 28th, 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:

1. Ronald and Sandra Dyson are requesting Variances to replace a legal non-conforming structure (detached accessory structure) in the Rural Residential I (RRI) District / Shoreland Management District and to exceed the maximum allowable amount of impervious surface. The property is located at 46350 Cambridge Drive, Fish Lake Township, S10, T36, R22 (PID# 03.00860.00).
2. Kenneth and Mary Evanoff are requesting Variances to construct a dwelling addition closer to the township road and side yard than the required setbacks and to exceed the maximum allowable amount of impervious surface in the Rural Residential II (RRII) District / Shoreland Management District. The subject property is located at 32740 N.

- Center Court, Chisago Lake Township, S22, T34, R20 (PID# 02.01080.00).
3. Gerald Schellbach is requesting a Variance to the maximum amount of accessory storage space allowed in the Rural Residential II (RRII) District / Shoreland Management District. The subject property is located at 51060 Rush Lake Way, Nessel Township, S14, T37, R22 at (PID# 06.01173.00 and #06.01185.00).
 4. Ronald Shoquist, property owner, and Stephen Shoquist, applicant, are requesting a Variance to allow the expansion of a legal non-conforming structure (dwelling with deck and screen porch) within the Rural Residential I (RRI) District / Shoreland Management District. The subject property is located at 49310 Amble Ave, Nessel Township, S28, T37, R22 (PID# 06.00618.00).
 5. Vincent Charles is requesting a Variance Amendment in order to amend a Variance granted in September 2018 allowing the property owner to exceed the maximum amount of accessory storage space in the Rural Residential II (RRII) District / Rural Residential I (RRI) District / Shoreland Management District. The proposed Amendment would refine the legal descriptions included in the 2018 legal recording, as well as modify certain conditions of the 2018 Variance. The subject properties are located at 48107 Autumn Court, Nessel Township, S34, T37, R22 & S33, T37, R22 (PID# 06.00703.00 and #06.00689.33).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, August 4, 2022, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on August 2nd at 9:00 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. Alison Ogren and Garrett Bartholme are requesting a Conditional Use Permit (CUP) for Commercial Recreation Area in order to establish a private campground with up to three campsites in the Agricultural (AG) District. The property is located at 28445 St. Croix Trail, Franconia Township, S10, T33, R19 (PID# 04.00144.00).
2. Matthew Holly is requesting a Conditional Use Permit (CUP) for Open Storage Yard in the Commercial/Limited Industrial (CLI) District. The property is located at 995 S. Bremer Ave, Rushseba Township, S21, T37, R21 (PID# 07.00331.00).
3. Ani Dagmar Kasten is requesting a Conditional Use Permit (CUP) Amendment in order to amend a CUP granted in September 1996 allowing an Art Studio in the Agricultural (AG) District / Highway 8 Overlay (HO) District. The proposed Amendment would add Commercial Recreation Area as an allowable use in order to establish a private campground with up to two campsites, as well as modify certain conditions of the 1996 CUP. The property is located at 29815 Unity Ave, Franconia Township, S2, T33, R19 (PID# 04.00003.00).
4. Ordinance Amendment, Chisago County Zoning Ordinance Section 8.03 – Public Comment is sought on Amending Section 8.03 *Functions of the Planning Commission* of Chisago County Zoning Ordinance 08-03. The proposed ordinance amendment pertains to Planning Commission membership terms and residency locations following redistricting of the County in 2022.
5. *Continued Item* - Kenneth Rice is requesting approval of the Preliminary Plat of four 5 to 7 acre lots from a 58.21-acre tract. The is located south of 320th Street and west of Lofton Ave/CSAH 24 in Chisago Lake Township, S30, T34, R20 (PID #02.00823.00).

General Department Informational Item(s):

Revenue associated with land use and construction permit activity thru July 12th has reached 66% of projected annual budget at \$554,172. Construction permit activity is summarized in the attached month-end report for June.

The Department is actively involved in CUP permit review and potential enforcement activity involving two previously issued CUP matters in the Amador Twp. area, other land use request litigation review matters have also recently been brought forward that will be involving extended staffing commitments in the coming month(s).

The County HHW facility rear yard storage and materials collection area development plan is progressing well. The City of North Branch provided CUP approval on July 5th after successful Planning Commission public hearing and recommendation. We anticipate final site plan approval from the city and final bid documents/plans and competitive bidding process to be initiated soon to follow August bidding and early September award timelines.

Water Plan Policy Team was presented with positive impaired lakes/waters *Delisting* news at their meeting of July 11th. Water bodies named for probable delisting in 2022 include the 2010 added unnamed ditch (*T34 R21W S24, east line to Sunrise River*); 2012 added School Lake; 2012 added Second Lake and 2012 added Sunrise River (*Comfort Lake to Pool 1*). The delisting of these water bodies is a result of countless responsible land use and water quality efforts of the CLLID, SWCD, area LGU's, and others. Also reported of note is the current robust and active AIS inspection and education programming involving 14 active watercraft inspectors, and upcoming multiagency decontamination Blitz and Starry Trek efforts, and the administration of 71 volunteer zebra mussel monitoring watch program throughout the county.

Sunrise Trail extension final design and development plans to extend the trail from the City of North Branch to the City of Harris are nearing 60% complete and will soon be distributed for agency reviews. Final plans are expected to be at 95% in preparation for bidding and contractor solicitation by September 30th.

The Zoning Ordinance provisions concerning Planning Commission membership terms/appointment as they relate to the new 2023 redistricting results are drafted *as attached* and set for public hearing before the Planning Commission on August 4th. Of note is an adjusted 6-month extension and mid-year term establishment. Also, of note is an impending request for Board direction to proceed with consideration of amendment to the County Subdivision Ordinance with updated title review provisions. The County Attorney's office is currently in review of mandated title provision requirements and ordinance amendment drafting.

Department staffing is once again in transition with the offer of employment to a new LID Administrator with a start date of August 1st and a crossover period and current Administrator retirement in September. Unplanned staffing conditions of note also include the unexpected absence of recent Sanitarian hire due to an unfortunate early July off duty vehicle accident requiring return to work with medical authorization soon. Inspections and other field staff are doing their best to maintain inspection demands and SSTS scheduling during this unexpected absence of a Sanitarian during the high demand season.

Environmental Services Department June 2022 Land Use/Construction Permit Activity:

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	
	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD
Amador	0	3	1	6	0	2	0	3	1	2	0	0	0	4	2	7
Center City	0	2	4	10	0	5	0	0	0	0	0	0	0	0	0	0
Chisago City	4	14	16	44	4	33	1	2	0	1	0	0	1	3	7	17
Chisago Lake	1	12	10	42	3	24	2	11	0	0	0	0	0	1	6	27
City Shafer*	0	0	2	8	1	6	1	1	0	1	0	0	0	0	0	0
Fish Lake	0	4	4	16	1	12	1	5	0	0	0	0	2	5	3	9
Franconia	2	6	1	15	0	6	0	2	0	0	0	0	1	1	2	6
Harris	0	1	0	4	1	3	0	2	0	1	0	0	0	0	2	4
Lent*	0	0	0	1	0	4	0	0	0	0	0	0	0	0	3	5
Lindstrom	1	11	15	59	1	29	0	4	0	1	0	0	0	0	0	1
Nessel	1	2	3	10	0	8	2	7	0	0	0	0	0	2	4	18
Rush City	0	3	0	5	1	5	0	1	1	2	0	0	0	0	0	0
Rushseba	0	1	0	1	0	1	1	5	0	0	0	0	2	2	1	6
Shafer	0	6	3	8	0	6	0	2	0	0	0	0	1	2	3	9
Sunrise	0	3	3	11	2	7	1	4	0	1	0	0	1	2	1	1
Taylor Falls*	1	1	5	6	1	1	0	0	0	0	0	0	1	1	1	1
TOTAL:	10	69	67	246	15	162	9	49	2	9	0	0	8	21	38	115
Year to Year Comparison	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD	June	YTD
2021	12	68	41	285	12	105	7	58	4	26	1	1	10	30	33	142
2020	12	48	107	300	21	101	19	45	7	15	0	0	10	22	41	160
2019	22	78	66	295	15	105	17	44	6	23	0	0	20	27	22	115
2018	17	70	67	141	16	75	11	38	6	23	0	0	18	27	28	108
2017	16	71	73	283	17	86	11	50	3	13	0	1	7	18	30	127

* City of Shafer and Lent Township tracking began February 1st 2022 – Taylors Falls began May 1st, 2022

1 (WITH INSERTION LEAVING MEMBERS IN PLACE UNTIL JULY 1)
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24 **CHISAGO COUNTY**
25 **STATE OF MINNESOTA ORDINANCE NO. XXX**
26
27

28 **AN ORDINANCE AMENDING CHISAGO COUNTY ZONING ORDINANCE 08-03**
29 **SECTION 8.03 FUNCTIONS OF THE PLANNING COMMISSIONS FOLLOWS**
30

31 Now therefore be it resolved that the Chisago County Board of Commissioners hereby ordains
32 that Section 8.03 of Zoning Ordinance No. 08-03 is hereby amended to repeal and replace
33 subsection A. and repeal subsection C. and renumber and adopt as follows:

34 **Section 8.03 Functions of the Planning Commission**
35

36 A. The Planning Commission is established. The Planning Commission shall be composed of 7
37 voting members appointed by majority vote of the County Board. No more than one voting
38 member of the commission shall be an officer or employee of the county. No voting member of
39 the commission shall have received, during the two years prior to appointment, any substantial
40 portion of income from business operations involving the development of land within the county
41 for urban and urban related purposes.
42

43 B. (Moving to a Three-Year staggered term each Commissioner appointed for a term that
44 begins on July 1 and expires on June 30. (Example).
45

46 The terms of the voting members of the Planning Commissioners shall be for three years,
47 with each term staggered, commencing on July 1 and expiring on June 30.

48
49 C. Upon passage and publication of this amendment, the current voting members who are
50 seated on the Planning Commission shall continue to serve his or present term until June
51 30, 2023 irrespective of the location of his or her residence within the County and
52 without regard to County Board Commissioner District from which he or she was
53 appointed. After July 1, 2023, the membership of the Planning Commission shall be
54 determined pursuant to subsection D., below.

55
56 1. Current members whose present term expires on December 31, 2022 remain eligible
57 for reappointment to his or her current seat for abbreviated term commencing on
58 January 1, 2023 and expiring on June 30, 2023, regardless of his or her current
59 residence or the Commissioner District from which such member was appointed.

60
61 2. Current members whose present terms expire after the first meeting of the County
62 Board in January 2023, shall continue to serve irrespective of his or her current
63 residence or his or her residence at the time of appointment.

64
65 3. The term of any seat that becomes vacant before June 30, 2023 shall be lapse on the
66 day of vacancy and such seat filled upon nomination and appointment under the 2022
67 County Commissioner District Plan to serve the residue of the term. If the term of
68 such seat shall lapse on June 30, 2023 pursuant to Subsection D. 1, the person so
69 appointed to fill the vacancy shall be reappointed to serve the three year term
70 commencing July 1, 2023.

71 D. After June 30, 2023, the voting members of the Planning Commission shall be nominated and
72 appointed as follows:

73
74 1. The term of any current voting member whose residence was relocated to County
75 Commissioner district different from the County Board Commissioner District from
76 which he or she was appointed as a result of the 2022 County Board Commissioner
77 District Plan shall expire on June 30, 2023. The terms of those members whose
78 districts did not change as a result of the 2022 County Board Commissioner District
79 Plan shall continue and expire on June 30 of the year in which such term is to expire.

80
81 2. Five of the 7 voting members shall each be appointed according to his or her County
82 Commissioner District and upon nomination of the County Commissioner seated in his or her
83 respective County Commissioner District. The remaining two voting members shall be
84 appointed and reside in the un-incorporated areas of the county.

85
86 E. NON-VOTING MEMBERS

87
88 The County Board shall annually assign a County Board Commissioner as committee liaison to
89 the Planning Commission. The committee liaison shall be an ex officio member of the Planning

Commission and have no voting privileges on the Planning Commission. The County Board may also designate any county officer or employee as an ex-officio member of the Planning Commission with no voting privileges. ~~The Chisago County Board of Commissioners hereby establishes the Chisago County Planning Commission. Such Planning Commission shall consist of members appointed by the County Board. One member shall be appointed from each Commissioner's District. No more than two (2) members shall be residents of the incorporated communities of Chisago County.~~

~~1. The Chisago County Board of Commissioners liaison to the Chisago County Planning Commission shall immediately hereinafter be an ex-officio member only and shall not have the privilege of a vote on such Planning Commission.~~

~~2. An additional At-Large member shall be added to the Chisago County Planning Commission. Such additional At-Large member shall be granted all privileges and responsibilities of membership of the Chisago County Planning Commission including the right to vote. Further, such additional At-Large member shall be appointed to serve a three-year term of office.~~

A.F. The term of each member shall be for three years. Appointments shall be made so that no more than three and no less than two terms are filled at the beginning of each calendar year. Each member may be eligible at the discretion of the County Board for reappointments.

~~B. No more than one voting member of the Planning Commission shall be an officer or employee of the County. The County Board may designate any county officer or employee as an ex-officio member of the Commission. No voting member of the Planning Commission shall have received, during the two years prior to appointment, any substantial portion of his or her income from business operations involving the development of land within Chisago County for urban and urban-related purposes.~~

C.G. The Commission may call for the removal of any member for non-performance of duty or misconduct in office. If a member has three consecutive unexcused absences in any one year, the secretary shall certify this fact to the Commission and the Commission shall notify the County Board along with suggested action. The County Board shall appoint a replacement for the unexpired term, as if the member had resigned.

D.H. Should any vacancy occur among the members of this Planning Commission by reason of death, resignation, disability or otherwise, immediate notice thereof shall be given to the Chair of the County Board. Should any vacancy occur among the officers of the Planning Commission, the vacant office shall be filled in accordance with the By-Laws of this section, such officer to serve the unexpired term of the office in which such vacancy shall occur.

E.I. The members of the Commission may be compensated in an amount determined by the County Board and may be paid their necessary travel expenses in attending meetings of the Commission and in the conduct of the business of the Commission.

136
137 F.J. The Planning Commission shall each year in January elect a Chair and a Vice-Chair from
138 among its members. The County staff shall serve the duties of the secretary. Rules of
139 order and operating policies for the year are to be established at this meeting.

140
141 G.K. The Planning Commission shall adopt rules for the transaction of its business and
142 shall keep public record of its transactions, findings, and recommendations.

143
144 H.L. The Planning Commission shall cooperate with the Zoning Administrator and
145 other employees of the County in preparing and recommending to the Board for adoption,
146 comprehensive plans and recommendations for plan execution in the form of official
147 controls and other measures, and amendments thereto.

148
149 I.M. The Planning Commission shall act in an official capacity on behalf of the County
150 Board and Zoning Administrator in the administration of this Ordinance and shall review,
151 hold public hearings, and make recommendations to the County Board on the adoption of
152 new ordinances, ordinance amendments, environmental reviews, and all planning
153 applications using the criteria in the County Ordinance.
154

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
July 7, 2022 - DRAFT

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, July 7, 2022 at the Chisago County Government Center.

Staff Present: Beth Gervais, Land Services Coordinator and Diane Sander, Support Specialist.

Chair Yeager 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: Dave Whitney, Kelly Corbin, James McCarthy, John Sutcliffe, Chip Yeager, Jolene Wille, and Frank Storm. Also present: Ex Officio County Commissioner Chris DuBose. A quorum was established with all members present.

Approval of Agenda – Motion by Frank Storm to approve the agenda; second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None.

Approval of Minutes – Motion by Frank Storm to approve the June 2, 2022 Regular Meeting minutes as presented; second by Dave Whitney. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None. **Motion** by Dave Whitney to approve the June 7, 2022 Special Work Session meeting minutes as presented; second by Jolene Wille. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None.

Receive all Materials and Submittals into Record - Motion by Frank Storm to accept all materials and submittals into the record with the addition of one written public hearing comment from Mark Behrens and one memo from Director Schneider; second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None. Materials distributed to the Planning Commission in advance of the meeting for their review included: Staff reports with attachments, Director Schneider Memo on Zoning Ordinance Section 8.03 Amendment Update, and Public Hearing comment from Mark Behrens. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications

Darrick and Chantel Kvale – Coordinator Gervais provided a brief background on the reapproval for the Preliminary Plat of Kvale Estates in the Agricultural (AG) District. The property is located at 13995 270th Street in Chisago Lake Township, (PID# 02.00226.00).

The Preliminary Plat was originally submitted and approved by the County Board in August 2020. Per Subdivision Ordinance Section 3.06 B., requests for Final Plats must be submitted within one year of Preliminary Plat approval. Because the property owners and applicant did not submit a request for Final Plat within one year, the 2020 Preliminary Plat approval was deemed void.

The subject site is located approximately 1½ miles south of the City of Lindstrom. While the City has extraterritorial authority over subdivision within certain areas surrounding the City, staff confirmed with Lindstrom City Administrator Olinger that the site is outside of the City's extraterritorial jurisdiction. The site fronts three separate public roadways, including 270th Street to the north, Oakman Avenue to the east, and 268th Street to the south; all three roads are township roads. The applicants are requesting to create two lots from a 20-acre tract, with the new lots being 5.74 acres (Lot 1) and 12.63 acres (Lot 2) in size. The remaining 1.48 acres will be dedicated as public Right-of-Way. The Kvales currently reside on proposed Lot 2.

Technical Review was held on June 8, 2022 and no issues or concerns were identified. The Chisago Lake Town Board reviewed the proposed Preliminary Plat at its June 21, 2022 meeting and recommended approval with no conditions.

Applicants Darrick and Chantel Kvale were present and available to address questions and concerns. Chair Yeager asked the applicants and Planning Commission members for additional questions and comments. Chair Yeager opened the public hearing and sought comment. The following written public hearing comment was submitted in advance of the meeting:

Mark Behrens – 14096 270th Street. "I support the reapproval of the Preliminary Plat of two lots from a 19.85 acre tract at 13995 270th Street. I am the direct neighbor."

With no additional person wishing to speak, ***motion*** by John Sutcliffe to close the public hearing; second by Kelly Corbin. **Motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None. Chair Yeager asked Planning Commission members for additional comments; there were none.

Motion by Frank Storm; second by Jim McCarthy to adopt Resolution No. PC2022-0701, a resolution recommending approval of the Preliminary Plat of Kvale Estates, as presented, with the following conditions:

1. The Preliminary Plat of Kvale Estates is approved per plat drawing dated signed May 10, 2022. 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 obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. 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.

Motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None.

Graham and Jeri Webster Living Trust – Coordinator Gervais provided a brief background on the Preliminary Plat of Webster Meadows in the Rural Residential II (RR II) / Upper St. Croix Overlay (UO) Districts. The property is located at 34745 Wild Mountain Road in Shafer Township, (PID# 08.00131.10).

The property owners are seeking approval of the Preliminary Plat in order to subdivide one 20-acre parcel into a newly platted lot of 15.89 acres. The remaining 3.44 acres is proposed to be combined with the adjoining 20-acre parcel to the south (PID 08.00131.20). The Websters currently own both parcels – PIDs 08.00131.10 and 08.00131.20. The plat drawing also shows that .67 acres will be dedicated as public Right-of-Way. The site is located immediately east of Wild Mountain Road and approximately ¼ mile west of the St. Croix River. The existing and proposed uses of both proposed parcels comply with the intent of the RR II District and UO District. Soils information and Home Site Area were verified by County staff. The Technical Review Committee met on June 8, 2022 and the County Engineer advised only one access will be provided; this access will serve proposed Lot 1, Block 1. The Websters, who reside on the southern parcel, currently access their property by easement on the southwest corner of the parcel; a second access is not proposed or requested. The Shafer Town Board reviewed the proposed Preliminary Plat at its June 9, 2022 meeting and recommended approval with no conditions.

Applicants Graham and Jeri Webster were present and available to address questions and concerns. Chair Yeager asked the applicants and Planning Commission members for additional questions and comments. Chair Yeager commented on the buildable area slightly overlapping the Wild Mountain Road setback. Coordinator Gervais responded that a sufficient 21,500 square foot Home Site Area was shown to meet the 135-foot roadway setback and further explained that septic systems are not subject to the same setback requirements as structures. Chair Yeager opened the public hearing and sought comment. With no additional person wishing to speak, **motion** by Frank Storm to close the public hearing; second by Jolene Wille. The **motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None. Chair Yeager asked Planning Commission members for additional comments; there were none.

Motion by Frank Storm; second by John Sutcliffe to adopt Resolution No. PC2022-0702, a resolution recommending approval of the Preliminary Plat of Webster Meadows, as presented, with the following conditions:

1. The Preliminary Plat of Webster Meadows is approved per plat drawing dated signed May 6, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Proposed Parcel A shall be combined with PID 08.00131.20 upon approval and recording of the Final Plat of Webster Meadows. The applicant shall be responsible for facilitating the lot combination.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. 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.

Motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None.

Stephen and Maureen Schroeder -- Coordinator Gervais provided a brief background on the Schroeder's request for Interim Use Permit (IUP) to allow an accessory structure for personal storage / use without the presence of a principal dwelling and allowing the accessory structure to have sanitary facilities.

The IUP would allow an accessory structure (pole building) on the Schroeder's 15-acre property without the presence of a single family dwelling and to allow said accessory structure to have sanitary facilities. This request is an "after-the-fact" application for Interim Use Permit. The pole building was constructed in 2010 after being issued a site permit for an agricultural structure. In 2010 the site had an agricultural tax classification, and the Schroeders signed a statement to certify that the structure was intended strictly for agricultural purposes. Based on the written narrative provided with application and records provided to the Department of Environmental Services, it appears the Schroeders made improvements to the structure between 2012-2013. Improvements included installation of a full septic system and sanitary facilities (sink, toilet and shower) in the pole building. These improvements were done in order to use the building to work on collector cars. The use of the pole building for collector cars means that the structure is no longer an agricultural structure. Staff confirmed the current tax classification is seasonal recreational residential. No building or septic permits were applied for or issued for the 2012-2013 improvements. The property owners are aware that permits are required and intend to apply for these after-the-fact permits if the IUP is granted.

The Schroeders own a 20-acre parcel (PID# 01.00182.00) immediately west of the subject site which has been developed with a single-family home and related accessory structures. The Schroeders are currently in the

process of selling the 15-acre subject site with the pole building and are requesting an IUP in order to bring the illegal non-conforming structure and sanitary facilities into compliance with the Zoning Ordinance. Chisago County Zoning Ordinance Section 4.08.1 was amended in 2021 to allow the construction of accessory structures prior to or without the construction of principal use structures in the AG District with approval of an Interim Use Permit. The applicants are requesting the sanitary facilities, plumbing and heating system be allowed to remain in the pole building; however, per Zoning Ordinance Section 4.08.1, G., the shower will need to be removed. Additionally, staff is recommending that the applicants convert the septic system to a holding tank only to prevent further / future intensification of the unlawful use of the structure to date. The Technical Review Committee met with the applicant on June 8, 2022 and discussed the need to remove the shower and conversion of the full septic system to a holding tank to prevent unlawful use of the accessory structure. The Amador Town Board reviewed the proposed IUP on June 21, 2022 meeting and recommended approval with no conditions.

Applicants Stephen and Maureen Schroeder were present and available to address questions and concerns. Chair Yeager asked the applicants and Planning Commission members for additional questions and comments. John Sutcliffe asked a clarifying question on well depth/submersible well pump and Frank Storm asked a clarifying question on the plumbing. S. Schroeder indicated he thought it was a deep well and that the shower drain did have a 180° pipe fitting and/or gooseneck.

Chair Yeager opened the public hearing and sought comment. With no additional person wishing to speak, ***motion*** by John Sutcliffe to close the public hearing; second by Dave Whitney. The **motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None. Chair Yeager asked Planning Commission members for additional comments.

Frank Storm suggested an addition to proposed Condition #3 to require that the shower drain be plugged with cement (see below). Dave Whitney asked if a shower could stay if a house was built. Coordinator Gervais indicated per Zoning Ordinance Section 4.08.01, G. the shower is prohibited and will need to be removed from the pole building. Jim McCarthy commented that the Agricultural Site Permit is helpful to farmers since it is affordable, efficient, and prevents delays in building; however, violators jeopardize the use of the permit. Dave Whitney discussed the expenses of the septic system and suggested allowing some flexibility for proposed Condition #5; Whitney suggested adding language that would require the conversion of the septic system to a holding tank only if a building permit for a primary structure is not applied for within three years. Frank Storm commented that the Zoning Ordinance prohibits the accessory structure from having a shower. John Sutcliffe added that cutting and capping the septic system is minimal and that, if a primary structure is constructed, it would most likely require installation of a new septic system. Chair Yeager asked the Planning Commission for consensus of the recommended additions to Condition #3 and Condition #5. ***By consensus***, Planning Commission members approved the addition to Condition #3 and ***by consensus***, approved to leave Condition #5 as is.

3. The accessory structure is permitted to have a sink and water closet, but not a shower. The existing shower shall be removed and drain be plugged with cement.

Motion by Frank Storm; second by Jim McCarthy to adopt Resolution No. PC2022-0703, a resolution recommending approval of an Interim Use Permit Amendment allowing an accessory structure with sanitary facilities on property identified as PID# 01.00181.20, as presented and with the following amendment:

1. This approval grants an after-the-fact Interim Use Permit allowing a singular accessory structure for personal storage / use without the presence of a principal use structure (single family dwelling) and allowing said

accessory structure to have sanitary facilities prior to the construction of the principal structure.

2. An after-the-fact building permit is required for the construction of the accessory structure and all related plumbing and heating work. An after-the-fact septic permit is also required. All required inspections shall be performed and any necessary corrections shall be made to bring the structure and septic system into compliance with applicable state and local construction codes.
3. The accessory structure is permitted to have a sink and water closet, but not a shower. The existing shower shall be removed and drain be plugged with cement.
4. No overnight or residential living quarters / use shall be allowed in the accessory structure.
5. The existing septic system shall be converted to a holding tank. The permittee is permitted to close off the existing drain field and retain it for future lawful use in association with a future single family dwelling.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A.3 and F., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal structure (single family dwelling).
7. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
8. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
9. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

Motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None.

Kenneth Rice – Coordinator Gervais provided a brief background on the Preliminary Plat of Paradise Woods in the AG District. The property is located on the SW corner of 320th Street and Lofton Avenue/CSAH 24 in Chisago Lake Township, (PID# 02.00823.00).

The applicant wishes to create a total of four parcels from the 58.2-acre tract of land, leaving an approximate 35-acre tract from the plat (remainder). This 35-acre remainder tract is exempt from the platting process as it's greater than 20 acres in size. The four proposed lots range in size from 5 acres to 8.5 acres, when including the dedicated Right-of-Way. The site is currently undeveloped land with the majority of wetland areas located on the 35-acre remainder (not included in the plat) with significant contours in the general area of proposed Lots 2 and 3, Block 2.

Surrounding properties range widely in size from 2 acres (immediately east) to 79 acres (immediately south) and the property immediately north is a legally operating gravel pit. Land located immediately west is located in the City of Chisago City. All proposed parcels comply with the County's dimensional requirements in terms of lot size, width, and depth. Additionally, the soils information and Home Site Area were verified by County staff. The Technical Review Committee met on June 8, 2022. The following items were identified and/or discussed during the meeting:

- The Wetland Specialist reviewed and approved the wetland delineation report.

- The Code Enforcement Officer reviewed the soils report and verified home site area and suitability for septic systems. The Code Enforcement Officer noted that the topography of the proposed lots may present challenges for the placement of septic systems and structures.
- The County Engineer stated that no access will be granted from Lofton Avenue / CSAH 24.

The Chisago Lake Town Board reviewed the proposed Preliminary Plat at its June 21, 2022 meeting and recommended approval but noted roadway concerns. The Town Board stated that special consideration needs to be given to the status of 320th Street, commenting, "Maps / GIS shows 320th Street as owned by Lent Township and only cartway width (33 feet) and currently maintained by Chisago Lake Township".

Based on the Town Board's comment and being that the Subdivision Ordinance requires that proposed lots have frontage on a public road, staff conferred with the Assistant County Attorney to determine whether or not 320th Street – as a cartway – meets the definition of a public road. The County Attorney's Office offered the following opinion: "Based upon current information provided by the Township and subject to information from the Township that determines otherwise, the strip of land (320th Street) is a public road." This opinion is partially based on an opinion issued by the Minnesota Attorney General in 1952 that cartways are public roads. With the County Attorney's Office's opinion and staff's understanding that 320th Street is a public road, staff has included recommended conditions of approval which address compliance with road standards and the need to obtain written approval from the Township on road design and construction.

Applicant Kenneth Rice and Kim Rice were present and available to address questions and concerns. Chair Yeager asked the applicants and Planning Commission members for additional questions and comments. John Sutcliffe inquired if there was a written agreement in place for the road and/or road maintenance. Sherry Stirling, Chisago Lake Town Board Chair, was present to address questions and concerns on behalf of the Township. Stirling commented that the Town Board does support the Preliminary Plat; however, there are concerns with the road as 320th Street has been treated as a cartway. The road/cartway stretches between Chisago Lake and Lent Townships. The road was built at the request of Petersen Inc. for the gravel pit. The cartway is owned by Lent Township and maintained by Chisago Lake Township with Peterson Inc. supplying the gravel. Stirling indicated that Lent Township is willing to quit claim deed ownership of 320th Street to Chisago Lake Township. Discussion followed on timeline for the quit claim deed, road design requirements (pertaining to road width and blacktop), and who would be responsible to improve the cartway to meet minimum road design standards. Frank Storm asked the applicant if he had time to review design standards and costs for the road improvements. Rice commented that he was not aware that he would need to upgrade the road and blacktop it. County Commissioner DuBose indicated that this is an opportunity to improve the road and encouraged the Planning Commission to not let it pass to a later date. John Sutcliffe commented that the cost of road improvements should not fall solely on the developer since the gravel pit also utilizes the road.

Motion by Frank Storm; second by Jolene Wille to recommend tabling the Preliminary Plat of Paradise Woods in order to allow additional time for the applicant to review the road design standards and determine estimated costs. Coordinator Gervais commented that the public hearing had not yet occurred; **Motion withdrawn** by Storm and Wille in order to open the public hearing.

Chair Yeager opened the public hearing and sought comment.

Sherry Stirling – Chisago Lake Township / Chisago Lake Town Board Chair. "Proposed Condition #5 states that the Final Plat shall dedicate public road Right-of-Way in accordance with Chisago County Subdivision Ordinance Sections 4.05 and 4.07; this should cover any road updates from a substandard road/cartway."

With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing; second by John Sutcliffe. The **motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None.

Motion by Frank Storm; second by Jolene Wille to table the request for Preliminary Plat of Paradise Woods in order to allow additional time for the applicant to review the road design standards and determine estimated costs. **Motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None.

Public Hearings – Continued Hearings - None

Old Business - None

New Business - None

Communications and Reports

County Board Liaison Report / Update

County Commissioner DuBose reported the following:

- American Rescue Plan Act (ARPA) funds were used to increase vocational programs at the school district.
- The County Board adjusted the mileage reimbursement rate; approved Dale Evangelical Free Church's request for Conditional Use Permit (CUP); approved James Birkholz & Judith Erickson's request for CUP Amendment allowing the expansion of Pleasant Valley Orchard; denied Jim & Sher Investments LLC's request for CUP to operate a winery and gathering venue, commenting that the County Board indicated the winery request was too intensive for the subject site, abutted a Rural Residential I platted development, and overall five acres was too small; and, discussed the Planning Commission terms and proposed update to Zoning Ordinance 08-03 Section 8.03 Functions of Planning Commission. DuBose gave a brief overview of the discussion and suggested that there should be some flexibility built into the draft ordinance language in terms of City and Township representation.
- County Board is moving forward with Hometown Fiber to develop a cost estimate for the whole county and individual areas for broadband installation.
- An estimate will be developed for demolition of the former county jail.
- The County Sanitarian position has been filled.
- The Economic Development Authority (EDA) grant program recently reviewed two applications.

Miscellaneous

Chair Yeager indicated that the Planning Commission needed to reschedule the July 21, 2022 Special Work Session with Bolton & Menk due to the consultant's scheduling conflict. Members of the Commission discussed frustration with frequent rescheduling of work sessions and the lack of draft language provided by the consultant. ***By consensus***, Planning Commission members will conduct a Doodle poll to determine the rescheduled meeting date and utilize Director Schneider and/or the County Board to draft a letter of dissatisfaction to Bolton & Menk.

Adjourn Meeting – *Motion* by Frank Storm to adjourn the meeting; second by Jolene Wille. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None. The meeting was adjourned at 8:01 p.m.

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Chisago County Request For Board Action

Meeting Date: July 20, 2022	Item Number: 9
Title of Item for Consideration: Kvale/Siverson "Kvale Estates" Preliminary Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Kvale Estates preliminary plat was first submitted to and recommended for approval by the Planning Commission in August 2020 and subsequently approved by the County Board on August 19, 2020. Per Subdivision Ordinance Section 3.06 B., requests for Final Plats must be submitted within one year of Preliminary Plat approval. Because the property owners and applicant did not submit a request for Final Plat within one year, the 2020 Preliminary Plat approval was deemed void.	
Background: Jessica Siverson on behalf of property owners Darrick Kvale and Chantel Kvale is requesting Preliminary Plat approval of 20-acre two lot development to be known as Kvale Estates. The subject property is located at 13995 270 th Street, Chisago Lake Township, (PID #02.00226.00). At their meeting of July 7, 2022, the Planning Commission conducted the requisite public hearing and recommended unanimous (7-0) approval of the Preliminary Plat of Kvale Estates with conditions, per Resolution No. PC2022-0701. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Pursuant to Minnesota Statute, the 120-day agency action deadline is, September 9, 2022. Among the options for the County Board at tonight's meeting are the following: • Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff; • Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval); • The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-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 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.	
Attachments: • Draft Resolution of Approval • Planning Commission Presentation • Planning Commission Staff Report & Hearing Packet • Planning Commission Minutes (draft)	

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Kvale Estates Preliminary Plat:

"Move to Approve Resolution No. 22/0720____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Kvale Estates located at 13995 270th Street, Chisago Lake Township, (PID #02.00226.00)"

Implications of Action – Recommended Board action grants approval of the Kvale Estates Preliminary Plat as presented. 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 and procedures.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0720-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE PRELIMINARY PLAT OF KVALE ESTATES

WHEREAS, Darrick Kvale and Chantel Kvale, property owners, and Jessica Siverson, applicant, submitted an application dated received May 11, 2022 and considered complete on May 13, 2022 for the Preliminary Plat of Kvale Estates; and

WHEREAS, the subject site is located at 13995 270th Street in Chisago Lake Township and within the Agricultural (AG) District; and

WHEREAS, the subject site is 20 acres in size and legally described as:

PID 02.00226.00

The East Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter
AND

The Northeast Quarter of the Northwest Quarter of the Northeast Quarter
AND

The West Half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, all
in Section 22, Township 33, Range 20, Chisago County, Minnesota.

WHEREAS, notice was provided and on July 7, 2022 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 of Kvale Estates with conditions per Resolution No. PC2022-0701; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its July 20, 2022 meeting and determined the Preliminary Plat of Kvale 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 Preliminary Plat of Kvale Estates, subject to the following conditions:

1. The Preliminary Plat of Kvale Estates is approved per plat drawing dated signed May 10, 2022. 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 obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. 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.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

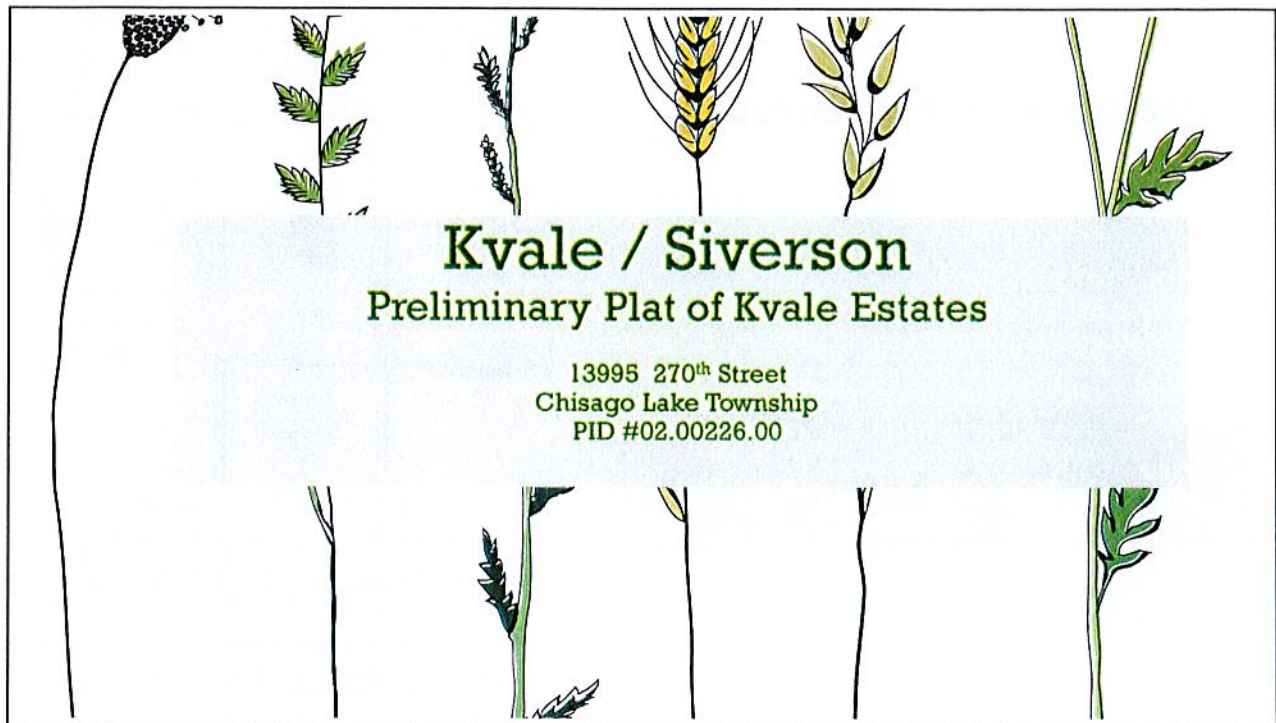
Whereupon the proclamation was declared duly passed and adopted.

Approved: July 20, 2022

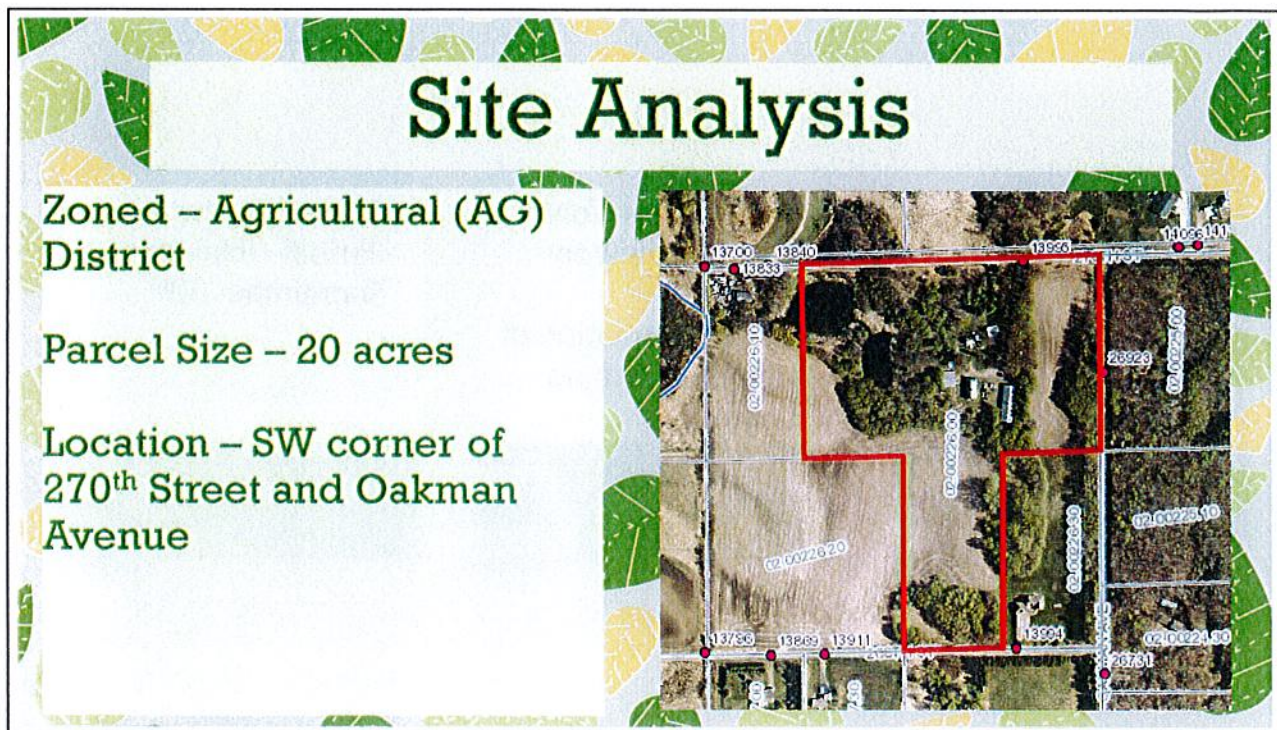
Richard Greene
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator



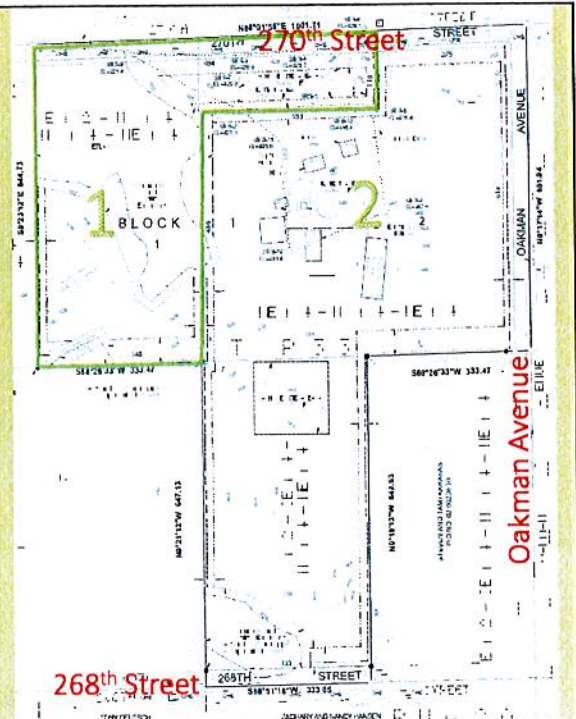
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Preliminary Plat Layout:

AG Minimum Requirements	Lot Size	Lot Width*	Lot Depth**
Lot 1, Block 1	5.74 acres	694 feet	811 feet (at longest depth)
Lot 2, Block 1	12.63 acres	275 feet – 270 th Street 619 feet – Oakman Avenue 333 feet – 268 th Street	819 feet – 270 th Street 828 feet – Oakman Avenue 1,235 – 268 th Street



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- Technical Review Committee on June 8th – no concerns identified



- Chisago Lake Town Board Review on June 21st – recommendation of approval with no conditions



- 120 – Day Review Period – Expires on September 10th



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Staff Recommendation-

Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the July 7th public hearing, staff recommends approval of the Preliminary Plat of Kvale Estates with conditions:

1. The Preliminary Plat of Kvale Estates is approved per plat drawing dated signed May 10, 2022. 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 obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. 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.

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Options-

1. Recommend that the County Board **approve** the Preliminary Plat of Kvale Estates with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat of Kvale Estates 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 Kvale Estates based on factors deemed appropriate. *Note: The Commission will need to include specific factor(s) for denial in its motion.*
3. **Table** the request 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 September 10, 2022.

Action Requested-

Motion to adopt Resolution No. PC2022-0701, a resolution recommending approval of the Preliminary Plat of Kvale Estates, with conditions as presented or amended.

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Staff Report

TO: Planning Commission
 FROM: Patty Perreault, Office Manager
 Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Kvale Estates
 13995 270th Street, Chisago Lake Township
 DATE: July 7, 2022

ACTION TO CONSIDER

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

SITE & APPLICATION INFORMATION

Property Owner(s): Darrick & Chantel Kvale
 Applicant(s): Jessica Siverson
 Property Address: 13995 270th Street Chisago Lake Township
 General Location: Section 22, Township 33, Range 20
 PID: 02.00226.00
 Property Area: 20 Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Agricultural (AG) District
 West: Agricultural (AG) District
 East: Agricultural (AG) District
 Date Application Received: May 11, 2022
 Date Application Complete: May 13, 2022
 120-Day Review Period: June 15, 2022



BACKGROUND

Property owners Darrick and Chantel Kvale and applicant Jessica Siverson are returning to the Planning Commission to seek reapproval of the Preliminary Plat of Kvale Estates. The request was first submitted to and recommended for approval by the Planning Commission in August 2020 and subsequently approved by the County Board on August 19, 2020. Per Subdivision Ordinance Section 3.06 B., requests for Final Plats must be submitted within one year of Preliminary Plat approval. Because the property owners and applicant did not submit a request for Final Plat within one year, the 2020 Preliminary Plat approval was deemed void.

The subject site is located approximately 1½ miles south of the City of Lindstrom. While the City has extraterritorial authority over subdivision within certain areas surrounding the City, staff has confirmed with Lindstrom City Administrator Olinger that the subject site is outside of the City's extraterritorial jurisdiction.

SITE & PROPOSAL ANALYSIS

The subject site is located at the southwest corner of the intersection of Oakman Avenue and 270th Street in Chisago Lake Township. The subject site fronts three separate public roadways, including 270th Street to the north, Oakman Avenue to the east, and 268th Street to the south. All three roads are township roads.

Per Zoning Ordinance Section 5.06, the purpose of the Agricultural (AG) District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. The Kvailes are requesting the Preliminary Plat in order to create two lots from a 20-acre tract, with the new lots being 5.74 acres (Lot 1) and 12.63 acres (Lot 2) in size. The remaining 1.48 acres will be dedicated as public Right-of-Way. The Kvailes currently reside on proposed Lot 2.

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

	Lot Size	Lot Width*	Lot Depth**
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1, Block 1	5.74 acres	694 feet	611 feet (at longest depth)
Lot 2, Block 1	12.63 acres	275 feet – 270 th Street 619 feet – Oakman Avenue 333 feet – 268 th Street	619 feet – 270 th Street 628 feet – Oakman Avenue 1,235 – 268 th Street

* 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 submitted, both parcels comply with and exceed the County's dimensional requirements in terms of lot size, width, and depth. Additionally, the soils information and Home Site Area were verified by County staff.

The subject site, as it exists today, is considered to be a "Through Lot" which is defined as "a lot with frontage on two parallel streets" and a "Corner Lot" which is defined as "a lot situated at the junction of and abutting on two (2) or more intersecting streets". Zoning Ordinance Section 4.06, B. 3. strictly prohibits the creation of Through Lots in new subdivisions. In this case, the parent parcel (developed portion of property / proposed Lot 2) will retain the Through and Corner Lot designations and proposed Lot 1 will only have frontage on 270th Street. Therefore, the proposed subdivision is not creating or adding a Through Lot scenario, but rather recognizing the condition as it already exists.

As part of the review process, the Technical Review Committee met on June 8th. There were no identified issues or concerns.

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 September 10, 2022.

TOWNSHIP RECOMMENDATION

The Chisago Lake Town Board reviewed the proposed Preliminary Plat at its June 21, 2022 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 July 7th public hearing and Planning Commission meeting, staff recommends approval of the Preliminary Plat of Kvale Estates with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Kvale Estates is approved per plat drawing dated signed May 10, 2022. 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 obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. 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 Kvale Estates with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat of Kvale Estates 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 Kvale Estates based on factors deemed appropriate. *Note: The Commission will need to include specific factor(s) for denial in its motion.*
3. **Table** the request 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 September 10, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0701, a resolution recommending approval of the Preliminary Plat of Kaminski Estates, with conditions as presented or amended.

ATTACHMENTS

1. Application Materials:
 - a. Application
 - b. Preliminary Plat drawing dated signed May 10, 2022
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map

4. Draft Resolution No. PC2022-0701

CC: Darrick & Chantel Kvale, property owners
Jessica Siverson, applicant
County file

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 174

Base Fee 7500

Wetland or Septic Fees 7150

Plat Compliance Fee 1546

TOTAL FEE 7096

Permit # 22-6664

Street Location 13995 270th St. Lindstrom Tax Parcel # 02-00226-00

Legal Description _____ E-Mail Address: _____

Owner: Darrick + Chantel Krue Day Phone _____

Address 13995 270th St. Lindstrom S 22 T 33 R 20

Applicant (if other than owner) Jessica Siverson Day Phone _____

Address 1601 Hennepin Ave. Minneapolis MN 55403

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

Applicable section of ordinance: _____

Description of request: 5 acre split from a 20 acre parcel

If Variance Application, Brief
Description of Practical
Difficulty _____

[Signature] 5/11/22
 Signature of Applicant Date of Application
 I hereby certify that the above information is true and correct to the
 best of my knowledge, and that any knowingly false
 representations may invalidate any approvals. With my signature,
 I also grant permission to Chisago County Officials to enter upon
 the subject property for the purpose of such inspections as may be
 necessary.

9-10-22
60/20 Day Deadline
 (If Application is
 Complete)
5-11-22
 Date Received
5-13-22
 Date Complete

Date of Public
Hearing: July 7, 2022

Questions? Contact the Land Services Coordinator at 651-213-8379

TOWNSHIP PRESENTATION FORM

Street Location 13995 270th St. Lindstrom

Legal Description _____

Owner Name Darrick + Chantel Kvale Day Phone: () _____

Address: 13995 270th St. Lindstrom

Applicant: Jessice Siverson Day Phone: [REDACTED]
(if other than owner)

Address: 1601 Hennepin Ave. Minneapolis MN 55403

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

Description of Request: 5 acre split from a 20 acre parcel

Date of County Public Hearing: JULY 7, 2022

Date of Township Presentation: JUNE 21, 2022

TOWNSHIP ACTION TAKEN

Approved ☒ Denied ☐

Reasons and Conditions: originally approved two years ago -
meets all act requirements and site
system are - originaly approved - still good

Signature of Township Officers:

Sherry Stuy
Mya Koller
Willy Reed

[Signature]
Signature of Applicant

5/11/22
Date

SCHEDULE OF REQUIRED MEETINGS

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Warranty Deed lts. A-527177)
The East Hat of the Northwest Quarter of the Northwest Quarter

1. The certification of this security system is based on the Chicago County Coordinate System NAD 83 (1988 AD).

- | LEGEND | RIGHT OF WAY EXISTING | OVERHEAD ELECTRIC |
|--------|-----------------------|-------------------|
| _____ | BOUNDARY LINE | CULVERT |
| _____ | QUARTER LINE | ELEC POLE |
| _____ | FIFTEENTH LINE | SOIL BORING |
| _____ | SECTION LINE | TELE PEDESTAL |
| _____ | EASEMENT LINE | SINGLE POST SIGN |
| _____ | WETLAND LINE | WATER WELL |
| _____ | BUILDING SETBACK LINE | SEPTIC TANK |
| _____ | BUILDABLE AREA LIMITS | CLEANOUT |
| _____ | PROPOSED LOT LINE | |

WETLAND SPECIALIST
JACOBSON ENVIRONMENTAL, PLLC
421 HUMBOLDT AVE. N.
BROOKLYN CENTER, MN 55430

SOIL TESTING
OSM PUTT
3615 QUAIL RD.
HAWAII, MN 55074

- DENOTES A SECTION CORNER MONUMENT
- DENOTES A FOUND IRON MONUMENT W/CAP SHOWN LS 1080 UNLESS OTHERWISE SHOWN ON THE PLAT
- DENOTES A SET 1/2" INCH IRON PIPE MONUMENT W/CAP MARKED LS 4602

BEING TO FEET 14 WIDTH AND ADJOINING RIGHT OF WAY LINES, AND 5 FEET IN WIDTH AND ADJOINING SUE LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

• 2022 VICTORIA

South Quarter corner of
Secs 22, 16, 33, T10N, R2E

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Chisago Lake Township

Sec. 22, T. 33, R. 20

PID # 02.00226.00

Kvale - Aerial Photo

Darrick and Chantel Kvale – Darrick and Chantel Kvale, property owners, represented by Jessica Siverson applicant, are seeking approval of the Preliminary Plat of Kvale Estates, involving the creation of two lots from a 19.85-acre tract. The property is zoned Agricultural (AG) District and located at 13995 270th Street in Chisago Lake Township, S22, T33, R20, (PID #02.00226.00).

Kvale Property - 



Chisago Lake Township

Sec. 22, T. 33, R. 20

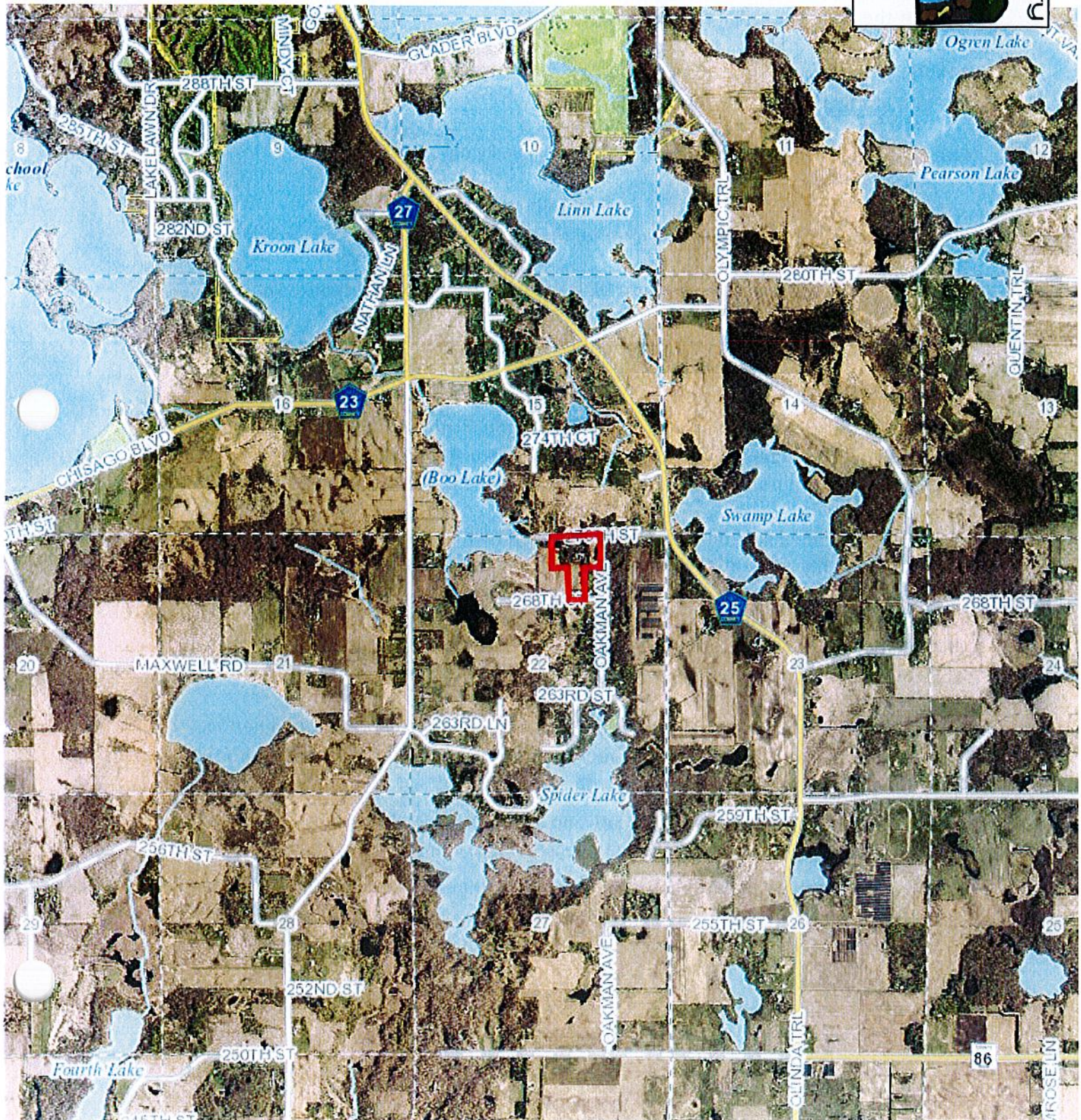
PID # 02.00226.00



Kvale - Aerial Photo

Darrick and Chantel Kvale – Darrick and Chantel Kvale, property owners, represented by Jessica Siverson applicant, are seeking approval of the Preliminary Plat of Kvale Estates, involving the creation of two lots from a 19.85-acre tract. The property is zoned Agricultural (AG) District and located at 13995 270th Street in Chisago Lake Township, S22, T33, R20, (PID #02.00226.00).

Kvale Property - 



RESOLUTION NO. PC2022-0701

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF KVALE ESTATES**

WHEREAS, Darrick Kvale and Chantel Kvale, property owners, and Jessica Siverson, applicant, submitted an application dated received May 11, 2022 and considered complete on May 13, 2022 for the Preliminary Plat of Kvale Estates; and

WHEREAS, the subject site is located at 13995 270th Street in Chisago Lake Township and within the Agricultural (AG) District; and

WHEREAS, the subject site is 20 acres in size and legally described as:

PID 02.00226.00

*The East Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter
AND*

*The Northeast Quarter of the Northwest Quarter of the Northeast Quarter
AND*

*The West Half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, all
in Section 22, Township 33, Range 20, Chisago County, Minnesota.*

WHEREAS, notice was provided and on July 7, 2022 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 Kvale 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 of Kvale Estates is approved per plat drawing dated signed May 10, 2022. 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 obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. 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 7th day of July, 2022.

Kelly Corbin _____
James McCarthy _____
Frank Storm _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

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Chisago County Request For Board Action

Meeting Date: July 20, 2022	Item Number: 10
Title of Item for Consideration: Graham and Jeri Webster "Webster Meadows" Preliminary Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Property owners Graham and Jeri Webster are requesting Preliminary Plat approval of a 15.89-acre one lot development to be known as Webster Meadows. The subject property is located at 34745 Wild Mountain Road, Shafer Township, (PID #08.00131.10). At their meeting of July 7, 2022, the Planning Commission conducted the requisite public hearing and recommended unanimous (7-0) approval of the Preliminary Plat of Webster Meadows with conditions, per Resolution No. PC2022-0702. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Pursuant to Minnesota Statute, the 120-day agency action deadline is, September 10, 2022. Among the options for the County Board at tonight's meeting are the following: • Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff; • Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval); • The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-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 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. Attachments: • Draft Resolution of Approval • Planning Commission Presentation • Planning Commission Staff Report & Hearing Packet • Planning Commission Minutes (draft)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Webster Meadows Preliminary Plat: <i>"Move to Approve Resolution No. 22/0720____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Webster Meadows at 34745 Wild Mountain Road, Shafer Township, (PID #08.00131.10)"</i>	

Implications of Action – Recommended Board action grants approval of the Webster Meadows Preliminary Plat as presented. 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 and procedures.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0720-_____

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

WHEREAS, the Graham & Jeri Webster Living Trust, property owner, and Graham Webster & Jeri Webster, applicants, submitted an application dated received May 6, 2022 and considered complete on May 13, 2022 for the Preliminary Plat of Webster Meadows; and

WHEREAS, the subject site is generally located approximately 660' north of the intersection of Wild Mountain Road / CSAH 16 and 347th Street in Shafer Township and is located in the Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District; and

WHEREAS, the subject site is 20 acres in size and legally described as:

PID 08.00131.10

That part of the Northwest Quarter of the Northwest Quarter and that part of the Northeast Quarter of the Northwest Quarter of Section 12, Township 34, Range 19, Chisago County, Minnesota described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 0 degrees 48 minutes 19 seconds East along the West line of said Northwest Quarter of the Northwest Quarter, a distance of 168.98 feet to the Point of Beginning of the parcel to be described; thence North 75 degrees 34 minutes 31 seconds East, a distance of 321.83 feet; thence North 0 degrees 13 minutes 03 seconds West, a distance of 81.14 feet to the North line of said Northwest Quarter of the Northwest Quarter; thence South 88 degrees 36 minutes 14 seconds East along said North line of the Northwest Quarter of the Northwest Quarter, a distance of 1019.18 feet to the northeast corner of said Northwest Quarter of the Northwest Quarter; thence South 0 degrees 29 minutes 12 seconds East along the East line of said Northwest Quarter of the Northwest Quarter, a distance of 644.28 feet to a point 660.00 feet North of the southeast corner of said Northwest Quarter of the Northwest Quarter; thence South 44 degrees 35 minutes 16 seconds East along a line if extended would intersect the South line of said Northeast Quarter of the Northwest Quarter at a point 660.00 feet East of the southwest corner of said Northeast Quarter of the Northwest Quarter, a distance of 11.30 feet to the North line of the South Half of said Northeast Quarter of the Northwest Quarter; thence North 88 degrees 38 minutes 47 seconds West along said North line of the South Half of the Northeast Quarter of the Northwest Quarter, a distance of 7.87 feet to the northeast corner of said South Half of the Northwest Quarter of the Northwest Quarter; thence continue North 88 degrees 38 minutes 47 seconds West along the North line of said South Half of the Northwest Quarter of the Northwest Quarter, a distance of 117.00 feet; thence South 0 degrees 29 minutes 12 seconds East, parallel with said East line of the Northwest Quarter of the Northwest Quarter, a distance of 42.62 feet; thence North 88 degrees 38 minutes 47 seconds West, parallel with said North line of the South Half of the Northwest Quarter of the Northwest Quarter, a distance of 861.87 feet to the East line of the West 350.00 feet of said Northwest Quarter of the Northwest Quarter; thence North 0 degrees 48 minutes 19 seconds West along said East line, a distance of 27.07 feet to the North line of the South 637.00 feet of said Northwest Quarter of the Northwest Quarter; thence North 88 degrees 41 minutes 20 seconds West along said North line, a distance of 350.24 feet to the West line of said Northwest Quarter of the Northwest Quarter; thence North 0 degrees 48 minutes 19 seconds West along said West line, a distance of 500.09 feet to the Point of Beginning.

WHEREAS, notice was provided and on July 7, 2022 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 of Webster Meadows with conditions per Resolution No. PC2022-0702; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its July 20, 2022 meeting and determined the Preliminary Plat of Webster Meadows to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Webster Meadows is approved per plat drawing dated signed May 6, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Proposed Parcel A shall be combined with PID 08.00131.20 upon approval and recording of the Final Plat of Webster Meadows. The applicant shall be responsible for facilitating the lot combination.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. 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.

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

IN FAVOR THEREOF:

OPPOSED:

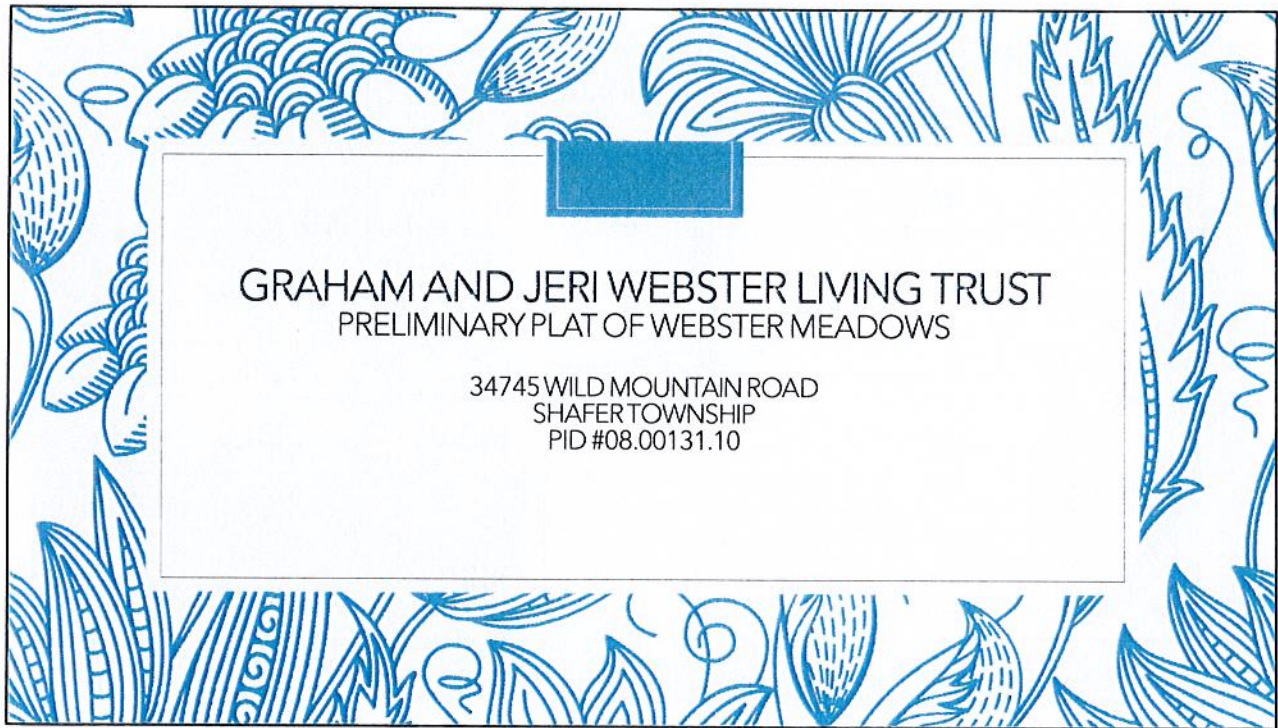
ABSENT:

Whereupon the proclamation was declared duly passed and adopted.

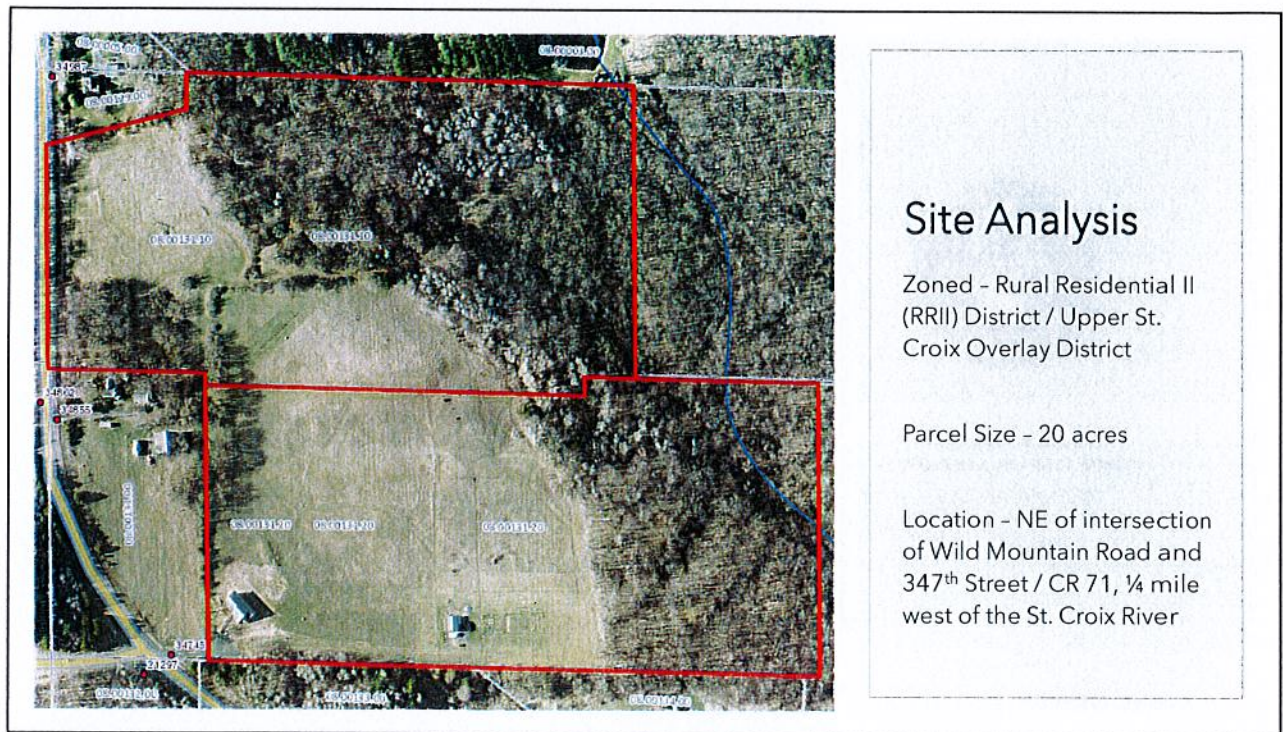
Approved: July 20, 2022

Richard Greene
Chair, Board of Commissioners

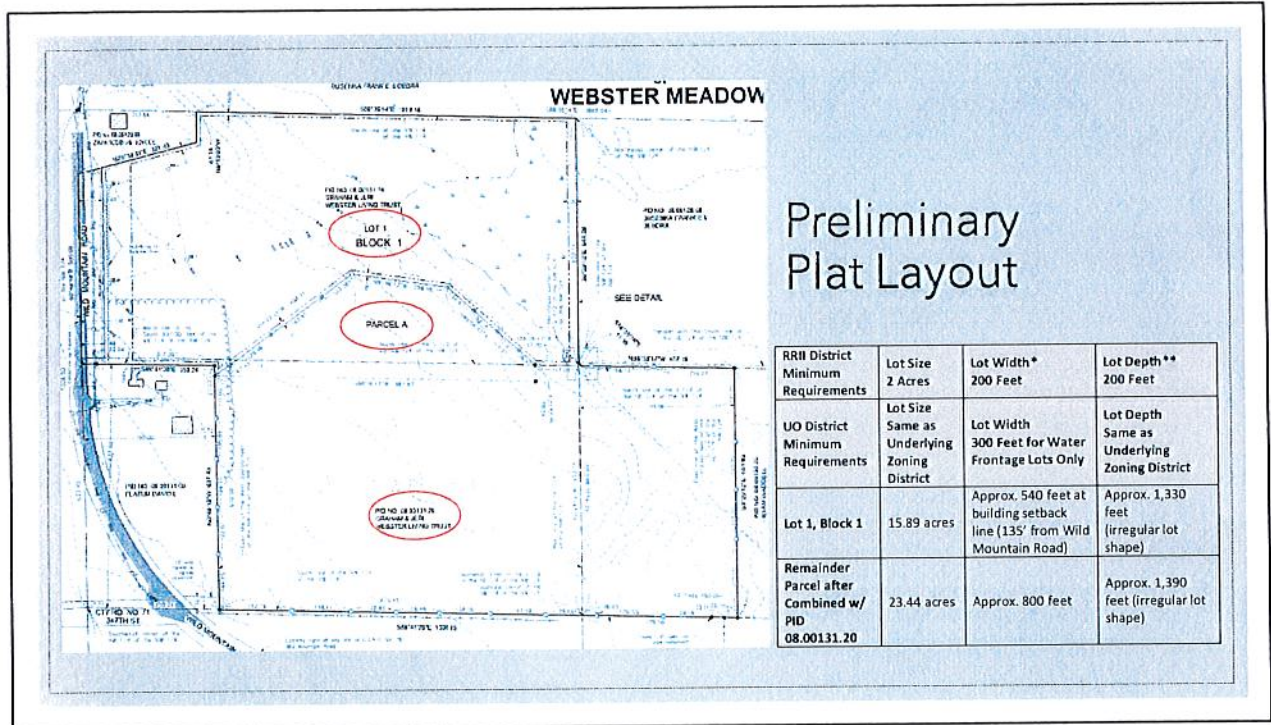
ATTEST: _____
Chase Burnham
County Administrator



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TECHNICAL REVIEW COMMITTEE ON JUNE 8TH:
ONLY ONE ACCESS ALLOWED; THAT ACCESS SHALL SERVE LOT 1, BLOCK 1



SHAVER TOWN BOARD ON JUNE 9TH:
RECOMMENDATION OF APPROVAL WITH NO CONDITIONS



120-DAY REVIEW PERIOD EXPIRES:
SEPTEMBER 10TH

4

Staff Recommendation -

Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the July 7th public hearing and Planning Commission meeting, staff recommends approval of the Preliminary Plat of Webster Meadows with conditions.

Recommended Condition(s):

1. The Preliminary Plat of Webster Meadows is approved per plat drawing dated signed May 6, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Proposed Parcel A shall be combined with PID 08.00131.20 upon approval and recording of the Final Plat of Webster Meadows. The applicant shall be responsible for facilitating the lot combination.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. 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.

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Options -

1. Recommend that the County Board **approve** the Preliminary Plat of Webster Meadows with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat of Webster Meadows 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 Webster Meadows based on factors deemed appropriate. *Note: The Commission will need to include specific factor(s) for denial in its motion.*
3. **Table** the request 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 September 10, 2022.

Action Requested -

Motion to adopt Resolution No. PC2022-0702, a resolution recommending approval of the Preliminary Plat of Webster Meadows, with conditions as presented or amended.

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Staff Report

TO: Planning Commission
 FROM: Patty Perreault, Office Manager
 Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Webster Meadows
 34745 Wild Mountain Road, Shafer Township
 DATE: July 7, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Webster Meadows.

SITE & APPLICATION INFORMATION

Property Owner(s): Graham and Jeri Webster Living Trust
 Applicant(s): Graham and Jeri Webster
 Property Address: 34745 Wild Mountain Road, Shafer Township
 General Location: Section 12, Township 34, Range 19
 PID: 08.00131.10
 Property Area: 20 Acres
 Current Zoning: Rural Residential II (RR II) /
 Upper St. Croix Overlay District
 Adjacent Zoning:
 North: Rural Residential II (RR II) /
 Upper St. Croix Overlay District
 South: Rural Residential II (RR II) /
 Upper St. Croix Overlay District
 West: Agricultural (AG) District
 East: Rural Residential II (RR II) /
 Upper St. Croix Overlay District

Date Application Received: May 6, 2022
 Date Application Complete: May 13, 2022
 120-Day Review Period: September 10, 2022



BACKGROUND

Property owners Graham and Jeri Webster are seeking approval of the Preliminary Plat of Webster Meadows in order to subdivide one 20-acre parcel into a newly platted lot of 15.89 acres. The remaining 3.44 acres, shown as Parcel A on the attached Preliminary Plat drawing, is proposed to be combined with the adjoining 20-acre parcel to the south (PID 08.00131.20). The Websters currently own both parcels – PIDs 08.00131.10 and 08.00131.20. The plat drawing also shows that .67 acres will be dedicated as public Right-of-Way.

PROPOSAL ANALYSIS

The subject site is located immediately east of Wild Mountain Road and approximately ¼ mile west of the St. Croix River. The site includes open meadow and wooded wetland areas. There is a tree line that forms a border between the proposed platted lot (Lot 1, Block 1) and the open area (Parcel A) which will be combined with the parcel to the south (PID 08.00131.20).

Per Zoning Ordinance Section 5.09, the Rural Residential II (RRII) District is intended to provide a transition area between agricultural areas and higher density rural residential areas. The purpose of the Upper St. Croix Overlay (UO) District is to protect and preserve the existing natural, scenic and recreational values of the St. Croix River, and to provide for development activities which do not detract from these values. The existing and proposed uses of both proposed parcels comply with the intent of the RRII District and UO District. Below is a table which outlines minimum requirements for the RRII and UO District with corresponding information for the two proposed parcels.

RRII District Minimum Requirements	Lot Size 2 Acres	Lot Width* 200 Feet	Lot Depth** 200 Feet
UO District Minimum Requirements	Lot Size Same as Underlying Zoning District	Lot Width 300 Feet for Water Frontage Lots Only	Lot Depth Same as Underlying Zoning District
Lot 1, Block 1	15.89 acres	Approx. 540 feet at building setback line (135' from Wild Mountain Road)	Approx. 1,330 feet (irregular lot shape)
Remainder Parcel after Combined w/ PID 08.00131.20	23.44 acres	Approx. 800 feet	Approx. 1,390 feet (irregular lot shape)

* 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 submitted, both parcels comply with and exceed the County's dimensional requirements in terms of lot size, width, and depth. Additionally, the soils information and Home Site Area were verified by County staff.

As part of the review process, the Technical Review Committee met on June 8th. The County Engineer advises that only one access will be provided; this access will serve proposed Lot 1, Block 1. The Websters, who reside on the southern parcel, currently access their property by easement on the southwest corner of the parcel; a second access is not proposed or requested.

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 September 10, 2022.

TOWNSHIP RECOMMENDATION

The Shafer Town Board reviewed the proposed Preliminary Plat at its June 9, 2022 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 July 7th public hearing and Planning Commission meeting, staff recommends approval of the Preliminary Plat of Webster Meadows with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Webster Meadows is approved per plat drawing dated signed May 6, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Proposed Parcel A shall be combined with PID 08.00131.20 upon approval and recording of the Final Plat of Webster Meadows. The applicant shall be responsible for facilitating the lot combination.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time is 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 Webster Meadows with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat of Webster Meadows 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 Webster Meadows based on factors deemed appropriate. *Note: The Commission will need to include specific factor(s) for denial in its motion.*
3. **Table** the request 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 September 10, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0702, a resolution recommending approval of the Preliminary Plat of Webster Meadows, with conditions as presented or amended.

ATTACHMENTS

1. Application Materials:
 - a. Application
 - b. Preliminary Plat drawing dated signed May 6, 2022
2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Draft Resolution No. PC2022-0702

CC: Websters, applicants
County file

Permit #

22-632

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 46.00
Base Fee 500.00

Wetland or Septic Fees No Road 150.00
Plat Compliance Fee 0.00
TOTAL FEE 696.00

Street Location _____

Tax Parcel #

08.00131.10

Legal Description _____

E-Mail Address: _____

Owner:

Graham & Teri Webster Living Trust

Day Phone _____

Address

34745 Wild Mountain Road Taylors Falls, MN 55084

Applicant (if other than owner) _____

Day Phone _____

()

Address _____

S12, T34, R19

Type of Request:

Variance ☐

Preliminary Plat ☒

Administrative Appeal ☐

Administrative Permit ☐

Conditional Use Permit ☐

(or amendment to CUP)

Ordinance Amendment ☐

Interim Use Permit ☐

(or amendment to IUP)

Rezoning ☐

Applicable section of ordinance: _____

Description of request:

Want To create 1 lot less than 20 acres

from the PID 08.00131.10

If Variance Application, Brief

Description of Practical

Difficulty _____

Signature of Applicant _____

Date of Application

5-6-2022

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

Date Received

5-6-22

5-13-22

Date Complete

9-10-22

60 / 120 Day Review Period

Date of Public
Hearing:

PC Thursday July 7, 2022

TOWNSHIP PRESENTATION FORM

Street Location _____ 08.00131.10

Legal Description _____

Owner Name Graham & Jeri Webster Living Trust Day Phone: 

Address: 34745 W:ld Mountain Road Taylors Falls, Mn 55084

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

Address: _____

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

Description of Request: _____

Date of County Public Hearing: Thurs July 7, 2022

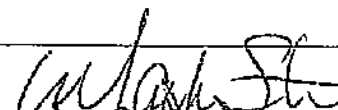
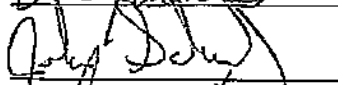
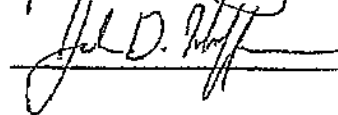
Date of Township Presentation: Thurs June 9, 2022

TOWNSHIP ACTION TAKEN

Recommend Approval ☒ Recommend Denial ☐

Recommended Conditions: _____

Signature of Township Officers:


Signature of Applicant

5-6-2022
Date

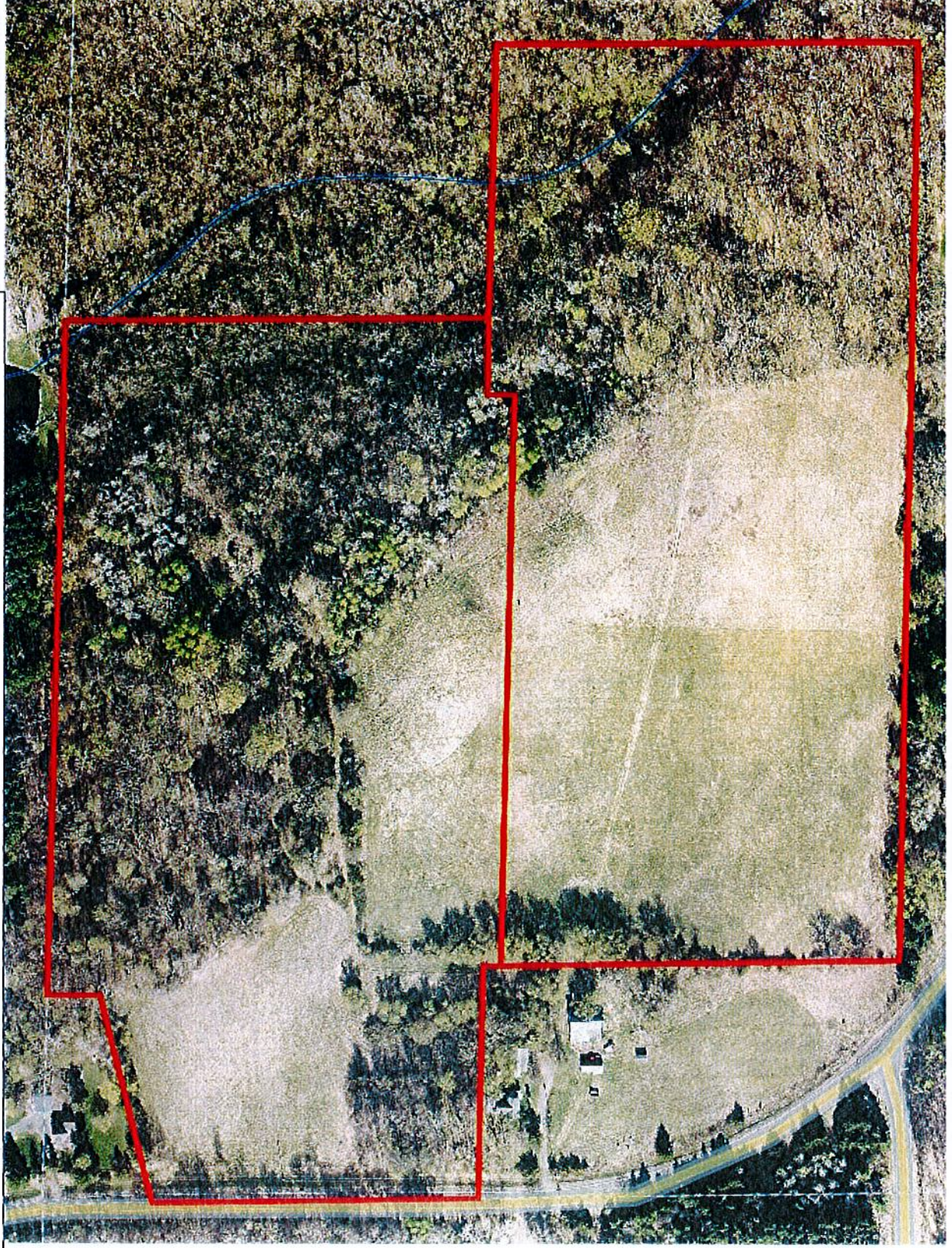
Graham & Webster - Aerial Photo

Graham and Jeri Webster Living Trust – Graham and Jeri Webster, property owners, are seeking approval of the Preliminary Plat of Webster Meadows, involving a lot line adjustment / creation of a 15.89 acre lot, where the required minimum acreage is 20 acres from a total of a 40.01-acre tracts. The property is zoned Rural Residential II (RRII) District with Upper St. Croix River Overlay and located at 34745 Wild Mountain Road in Shafer Township, S12, T34, R19, (PID #08.00131.10 and PID #08.00131.20).

Webster Property - 



Shafer Township
Sec. 12, T. 34, R. 19
PID # 08.00131.10 &
PID # 08.00131.20



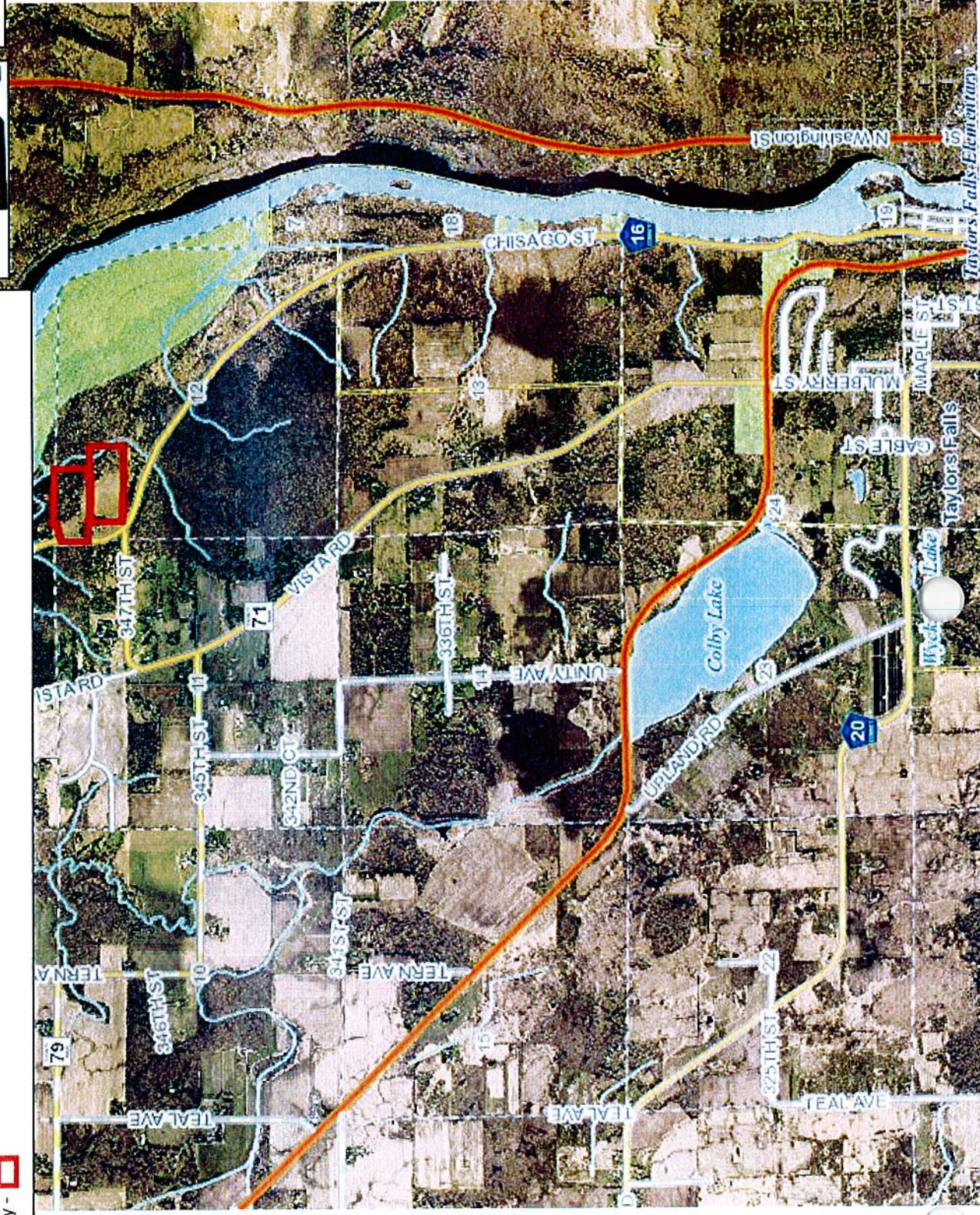
Graham & Jeri Webster - Aerial Photo

Graham and Jeri Webster Living Trust – Graham and Jeri Webster, property owners, are seeking approval of the Preliminary Plat of Webster Meadows, involving a lot line adjustment / creation of a 15.89 acre lot, where the required minimum acreage is 20 acres from a total of a 40.01-acre tracts. The property is zoned Rural Residential II (RRII) District with Upper St. Croix River Overlay and located at 34745 Wild Mountain Road in Shafer Township, S12, T34, R19, (PID #08.00131.10 and PID #08.00131.20).

Webster Property - 



Shafer Township
Sec. 12, T. 34, R. 19
PID # 08.00131.10 &
PID # 08.00131.20



RESOLUTION NO. PC2022-0702

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF WEBSTER MEADOWS**

WHEREAS, the Graham & Jeri Webster Living Trust, property owner, and Graham Webster & Jeri Webster, applicants, submitted an application dated received May 6, 2022 and considered complete on May 13, 2022 for the Preliminary Plat of Webster Meadows; and

WHEREAS, the subject site is generally located approximately 660' north of the intersection of Wild Mountain Road / CSAH 16 and 347th Street in Shafer Township and is located in the Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District; and

WHEREAS, the subject site is 20 acres in size and legally described as:

PID 08.00131.10

That part of the Northwest Quarter of the Northwest Quarter and that part of the Northeast Quarter of the Northwest Quarter of Section 12, Township 34, Range 19, Chisago County, Minnesota described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 0 degrees 48 minutes 19 seconds East along the West line of said Northwest Quarter of the Northwest Quarter, a distance of 168.98 feet to the Point of Beginning of the parcel to be described; thence North 75 degrees 34 minutes 31 seconds East, a distance of 321.83 feet; thence North 0 degrees 13 minutes 03 seconds West, a distance of 81.14 feet to the North line of said Northwest Quarter of the Northwest Quarter; thence South 88 degrees 36 minutes 14 seconds East along said North line of the Northwest Quarter of the Northwest Quarter, a distance of 1019.18 feet to the northeast corner of said Northwest Quarter of the Northwest Quarter; thence South 0 degrees 29 minutes 12 seconds East along the East line of said Northwest Quarter of the Northwest Quarter, a distance of 644.28 feet to a point 660.00 feet North of the southeast corner of said Northwest Quarter of the Northwest Quarter; thence South 44 degrees 35 minutes 16 seconds East along a line if extended would intersect the South line of said Northeast Quarter of the Northwest Quarter at a point 660.00 feet East of the southwest corner of said Northeast Quarter of the Northwest Quarter, a distance of 11.30 feet to the North line of the South Half of said Northeast Quarter of the Northwest Quarter; thence North 88 degrees 38 minutes 47 seconds West along said North line of the South Half of the Northeast Quarter of the Northwest Quarter, a distance of 7.87 feet to the northeast corner of said South Half of the Northwest Quarter of the Northwest Quarter; thence continue North 88 degrees 38 minutes 47 seconds West along the North line of said South Half of the Northwest Quarter of the Northwest Quarter, a distance of 117.00 feet; thence South 0 degrees 29 minutes 12 seconds East, parallel with said East line of the Northwest Quarter of the Northwest Quarter, a distance of 42.62 feet; thence North 88 degrees 38 minutes 47 seconds West, parallel with said North line of the South Half of the Northwest Quarter of the Northwest Quarter, a distance of 861.87 feet to the East line of the West 350.00 feet of said Northwest Quarter of the Northwest Quarter; thence North 0 degrees 48 minutes 19 seconds West along said East line, a distance of 27.07 feet to the North line of the South 637.00 feet of said Northwest Quarter of the Northwest Quarter; thence North 88 degrees 41 minutes 20 seconds West along said North line, a distance of 350.24 feet to the West line of said Northwest Quarter of the Northwest Quarter; thence North 0 degrees 48 minutes 19 seconds West along said West line, a distance of 500.09 feet to the Point of Beginning.

WHEREAS, notice was provided and on July 7, 2022 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 Webster Meadows 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 of Webster Meadows is approved per plat drawing dated signed May 6, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Proposed Parcel A shall be combined with PID 08.00131.20 upon approval and recording of the Final Plat of Webster Meadows. The applicant shall be responsible for facilitating the lot combination.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. 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 7th day of July, 2022.

Kelly Corbin _____
James McCarthy _____
Frank Storm _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: July 20, 2022

Item Number: 11

Title of Item for Consideration: Stephen & Maureen Schroeder Interim Use Permit – Accessory Structure Without a Principal Structure

Action Requested by: Kurt Schneider, Director

Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: None.

Background: Property owners Stephen & Maureen Schroeder are requesting an Interim Use Permit (IUP) to allow an already existing accessory structure (pole building) on their 15-acre property without the presence of a single-family dwelling and to allow said accessory structure to have sanitary facilities. The subject property is located at 18060 360th St., Amador Township, (PID #01.00181.20).

At their meeting of July 7, 2022, the Planning Commission conducted the requisite public hearing and recommended unanimous (7-0) approval of the Interim Use Permit with conditions, per Resolution No. PC2022-0703. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 60-day agency action deadline is, July 31, 2022. Among the options for the County Board at tonight's meeting are the following:

- Approve the IUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff in Resolution form;
- Consider and Approve the IUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval);
- The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).

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

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

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

Attachments:

- Draft Resolution of Approval
- Planning Commission Presentation
- Planning Commission Staff Report & Hearing Packet
- Planning Commission Minutes (draft)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Stephen & Maureen Schroeder Interim Use Permit (IUP) to allow existing accessory structure. The following is the suggested language for the motion:

"Move to approve Resolution No. 22/0720____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Stephen & Maureen Schroeder Interim Use Permit (IUP) to allow an existing accessory structure on their 15-acre property without the presence of a single-family dwelling and to allow said accessory structure to have sanitary facilities. The subject property is located at 18060 360th St., Amador Township, (PID #01.00181.20)"

Implications of Action – Recommended Board action grants approval of the 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 CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0720-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING AN INTERIM USE PERMIT ALLOWING AN ACCESSORY
STRUCTURE WITH SANITARY FACILITIES ON PROPERTY IDENTIFIED AS
PID 01.00181.20 IN AMADOR TOWNSHIP

WHEREAS, Stephen Schroeder and Maureen Schroeder, property owners and applicants, submitted an application dated received May 23, 2022 and considered complete on June 1, 2022 for an Interim Use Permit (IUP) allowing an accessory structure with sanitary facilities for personal storage / use without the presence of a principal use on property identified as PID 01.00181.20 in Amador Township; and

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

WHEREAS, the subject site is 15± acres in size and legally described as:

PID 01.00181.20

The West Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 35 North, Range 19 West, Chisago County, Minnesota.

TOGETHER with an easement 20 feet in width over and across the S 1/2 of SE 1/4, Sec. 32, Twp.35, Range 19, the center line of which easement is described as follows: Beginning at the SE corner of the SW 1/4 of SE 1/4, thence Northerly along the east quarter line of said SW 1/4 of SE 1/4, a distance of 700 feet, and said line there terminating.

EXCEPT: That part of the West Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 35, Range 19, described as follows:

Commencing at the Southwest corner of the SE 1/4 of SE 1/4; thence East along the South line of said SE 1/4 of SE 1/4 a distance of 33 feet to the point of beginning of the parcel to be described; thence North parallel to the West line of the SE 1/4 of SE 1/4, a distance of 666.10 feet; thence East, parallel to the South line of the SE 1/4 of SE 1/4, a distance of 327.00 feet; thence South, parallel to the West line of the SE 1/4 of SE 1/4, a distance of 666 feet, more or less, to the South line of the SE 1/4 of SE 1/4; thence West, along the South line of the SE 1/4 of SE 1/4, a distance of 327 feet to the point of beginning.

Subject to Chisago County Road 75 and all other easements of record.

WHEREAS, notice was provided and on July 7, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the IUP with conditions per Resolution No. PC2022-0703; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its July 20, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04 C:

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

Finding #1 The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 The County finds that the use does not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.

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

Finding #3 Given the size of the subject site and the large size of surrounding properties and the fact that the structure meets all required setbacks, the County finds that the subject site is sufficiently separated by distance from adjacent development so as to neither cause undue negative impact nor deter future development.

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

Finding #4 The proposed use is existing and appears well maintained. There is no evidence to suggest that the structure will have an adverse effect upon adjacent properties.

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

Finding #5 The Chisago County Zoning Ordinance allows accessory structures without the presence of a principal structure and accessory structures with sanitary facilities in the Agricultural (AG) District with issuance of an Interim Use Permit. The County finds that the proposed use is in compliance with land use goals and existing land use.

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

Finding #6 See Finding #5.

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

Finding #7 The County finds that the accessory structure will create minimal traffic and will not cause traffic hazard or congestion.

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

Finding #8 The proposed use is existing and, based on lack of complaints or evidence received by the Department of Environmental Services, the County finds that the accessory structure 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 IUP, subject to the following conditions:

1. This approval grants an after-the-fact Interim Use Permit allowing a singular accessory structure for personal storage / use without the presence of a principal use structure (single family dwelling) and allowing said accessory structure to have sanitary facilities prior to the construction of the principal

structure.

2. An after-the-fact building permit is required for the construction of the accessory structure and all related plumbing and heating work. An after-the-fact septic permit is also required. All required inspections shall be performed and any necessary corrections shall be made to bring the structure and septic system into compliance with applicable state and local construction codes.
3. The accessory structure is permitted to have a sink and water closet, but not a shower. The existing shower shall be removed and drain be plugged with cement.
4. No overnight or residential living quarters / use shall be allowed in the accessory structure.
5. The existing septic system shall be converted to a holding tank. The permittee is permitted to close off the existing drain field and retain it for future lawful use in association with a future single family dwelling.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A.3 and F., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal structure (single family dwelling).
7. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
8. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
9. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

Whereupon the proclamation was declared duly passed and adopted.

Approved: July 20, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

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Schroeder IUP for Accessory Structure

18060 360th Street
Amador Township
PID #01.00181.20

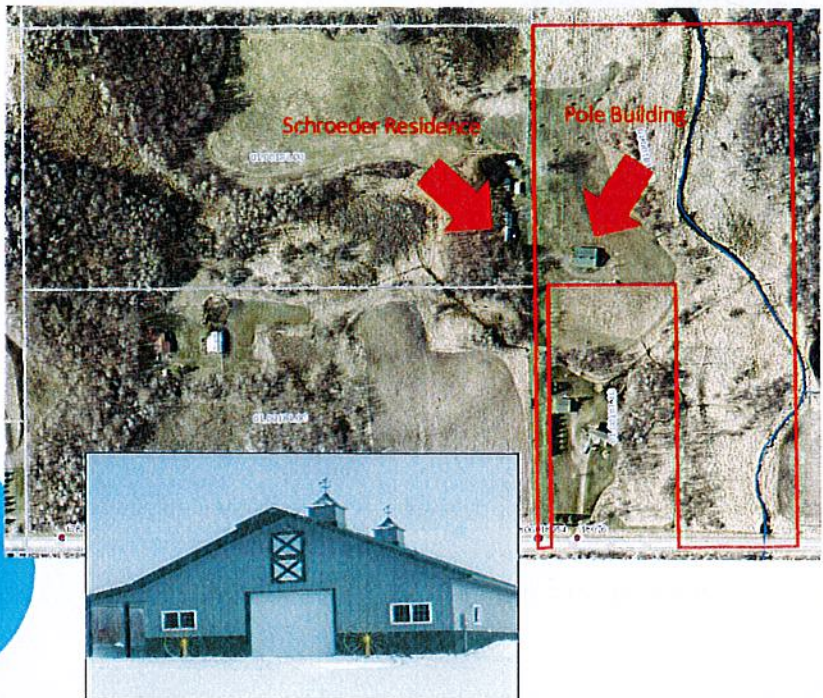
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Zoned – Agricultural (AG) District

Parcel Size – 15 Acres

Location – 18060 360th Street,
Amador Township

Site Analysis



2

Zoning Ordinance Section 4.08.1

4.08.1 Accessory Structures and Uses in (A), (AP), and (PAT) Districts

- A. No accessory building or structure other than a fence or a temporary construction office shall be permitted on any lot without a principal structure, except or unless:
1. a residential accessory structure is permitted provided a building permit for the principal structure (home) has been issued and the associated principle use home is habitable (certificate of occupancy issued) within 3 years;
 2. the structure constitutes a pre-existing accessory building that is/was subsequently split off or subdivided out, or the result of principal structure demolition from a parent parcel, and is maintained and kept in a safe usable condition, may remain on any resulting conforming vacant lot of record prior to the construction of a principal structure;
 - ★ 3. on parcels 10 acres or larger in size, an *IUP* may be issued to allow a singular accessory building to be constructed for personal storage/use only without the presence of a principal use structure and which no overnight or residential living quarters are allowed; or
 4. the building qualifies as Agricultural buildings or uninhabited historical buildings as part of a use permitted under Section 5.06 B.7, Section 5.08 B.3 or Section 5.09 B.6.
- ★ F. No sanitary facilities are permitted within an accessory building prior to the construction of the principal structure unless authorized by issue of a Interim Use Permit.
- ★ G. Detached accessory structures shall not include plumbing or fixtures apart from a sink and/or water closet connected to a lawful compliant septic tank and/or system.

3



Technical Review Committee on June 8th

- Need for shower to be removed
- Conversion of full septic system to holding tank only



Amador Town Board on June 21st

- Recommended approval with no conditions



60-Day Review Period

- Expires on July 31st

4

Staff Recommendation

The pole building in its current capacity (personal use rather than ag use) with full septic system and shower would not have been allowed if building permits had been sought at the time of construction / installation. However, the Zoning Ordinance was amended in 2021 to allow accessory structures and accessory structures with sanitary facilities, with the exception of the shower, with approval of an Interim Use Permit. Being that the request meets current standards and the applicants are making a good faith effort to retroactively bring the illegal non-conformities into compliance, **staff recommends approval of the IUP with conditions.**

1. This approval grants an after-the-fact Interim Use Permit allowing a singular accessory structure for personal storage / use without the presence of a principal use structure (single family dwelling) and allowing said accessory structure to have sanitary facilities prior to the construction of the principal structure.
2. An after-the-fact building permit is required for the construction of the accessory structure and all related plumbing and heating work. An after-the-fact septic permit is also required. All required inspections shall be performed and any necessary corrections shall be made to bring the structure and septic system into compliance with applicable state and local construction codes.
3. The accessory structure is permitted to have a sink and water closet, but not a shower. The existing shower shall be removed.
4. No overnight or residential living quarters / use shall be allowed in the accessory structure.
5. The existing septic system shall be converted to a holding tank. The permittee is permitted to close off the existing drain field and retain it for future lawful use in association with a future single family dwelling.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A.3 and F, this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal structure (single family dwelling).
7. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
8. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
9. Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board.

5

Options

1. Recommend that the County Board **approve** the Interim Use Permit with Findings of Fact and 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: If the Commission considers this option, specific factor(s) for denial should be included in said motion or resolution. Potential factors may include but are not limited to:

- *The Applicant has not provided application materials with the level of detail necessary to thoroughly and satisfactorily review the cumulative impacts of all proposed land uses.*
 - *The Applicant has not provided sufficient detail on land uses/activities in order to ensure residential use will not take place.*
 - *The Applicant has not demonstrated or provided satisfactory reasons for allowing the sanitary facilities to continue.*
3. Table the request and recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 31, 2022. An extended review period would expire on September 29, 2022.

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Staff Report

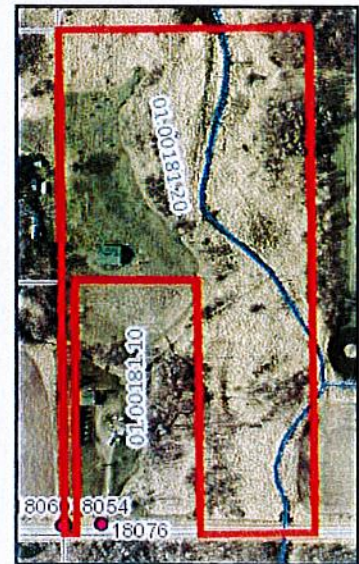
TO: Planning Commission
 FROM: Patty Perreault, Office Manager
 Beth Gervais, Land Services Coordinator
 SUBJECT: Interim Use Permit for Accessory Structure
 18060 360th Street, Amador Township
 DATE: July 7, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a request for an Interim Use Permit (IUP) allowing an accessory structure for personal storage / use without the presence of a principal use (dwelling) and, additionally, allowing the accessory structure to have sanitary facilities.

SITE & APPLICATION INFORMATION

Applicant(s): Stephen & Maureen Schroeder
 Property Owner(s): Stephen & Maureen Schroeder
 Location: 18060 360th Street, Amador Township
 Section 32, Township 35, Range 19
 PID: 01.000181.20
 Property Area: 15 Acres
 Current Zoning: Agricultural (AG) District
 Adjacent Zoning:
 North: Agricultural (AG) District
 South: Agricultural (AG) District
 East: Agricultural (AG) District
 West: Agricultural (AG) District
 Date Application Received: May 23, 2022
 Date Application Complete: June 1, 2022
 60-Day Review Period: July 31, 2022



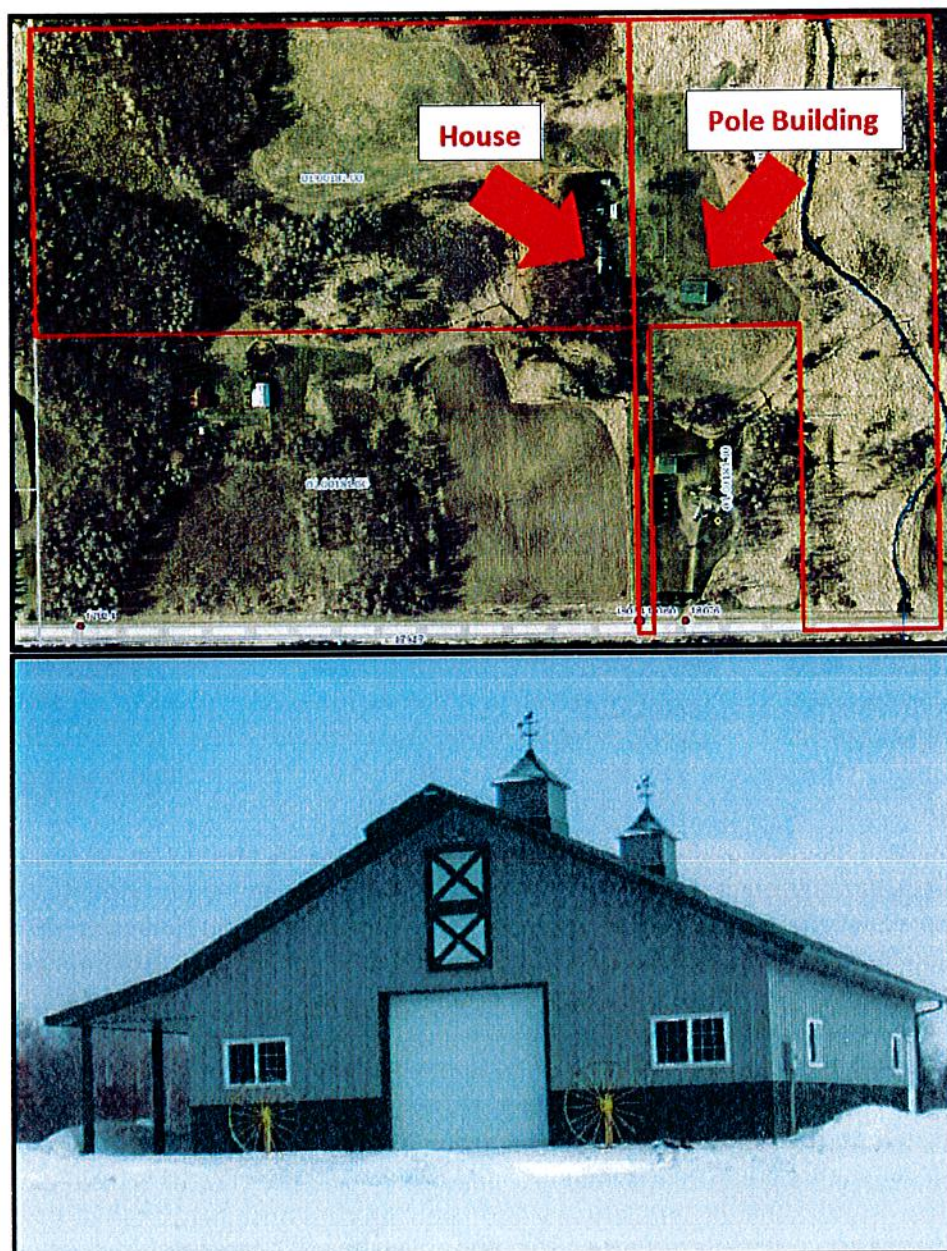
BACKGROUND

Property owners Stephen and Maureen Schroeder have applied for an Interim Use Permit (IUP) to allow an accessory structure (pole building) on their 15-acre property without the presence of a single family dwelling and to allow said accessory structure to have sanitary facilities. This request is an "after-the-fact" application for Interim Use Permit. The pole building was constructed in 2010 after being issued a site permit for an agricultural structure. In 2010 the subject site had an agricultural tax classification and the owners (Schroeders) signed a statement to certify that the structure was intended strictly for agricultural purposes. Based on the written narrative provided with the current application and records provided to the Department of Environmental Services, it appears that the Schroeders made improvements to the structure / subject site in approximately 2012-2013, which included the installation of a full septic system and sanitary facilities (sink, toilet and shower) in the pole building. The written narrative explains that the property owners made these improvements so that they could use the building "to work on collector cars". The use of the pole building for collector cars means that the

structure is no longer an agricultural structure; and, staff has confirmed that the current tax classification is seasonal recreational residential.

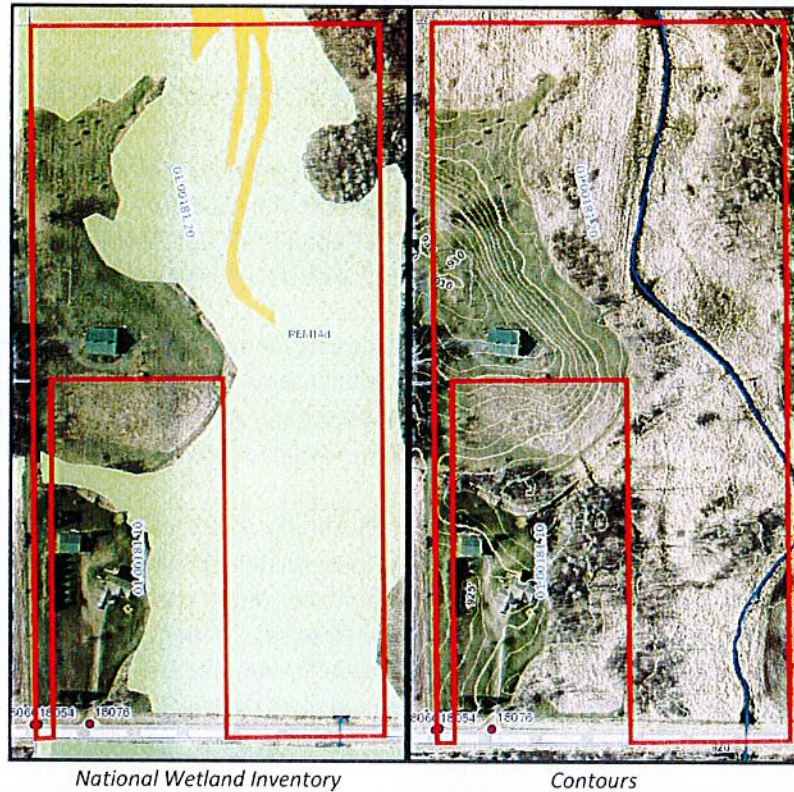
No building or septic permits were applied for or issued for the 2012-2013 improvements. The property owners are aware that permits are required and intend to apply for these after-the-fact permits if the IUP is granted.

The Schroeders own a 20-acre parcel (PID 01.00182.00) immediately west of the subject site which has been developed with a single family home and related accessory structures. The Schroeders are currently in the process of selling the 15-acre subject site with the pole building and are requesting an IUP in order to bring the illegal non-conforming structure and sanitary facilities into compliance with the Zoning Ordinance.



SITE & PROPOSAL ANALYSIS

The 15-acre subject site is located on 360th Street in Amador Township, approximately $\frac{3}{4}$ of a mile east of St. Croix Trail / State Highway 95 and approximately $\frac{1}{2}$ of a mile west of Silver Avenue. The topography of the site includes a significant amount of wetlands and gently sloping elevations. The pole building was constructed on the western side of the property where elevations are approximately 927'; elevations then slope down easterly toward wetland at 917'. With the exception of the 5-acre parcel immediately south of the subject site, the vast majority of surrounding parcels are 20 acres or larger. The surrounding area is heavily wooded with significant wetland areas to the north and south.



Chisago County Zoning Ordinance Section 4.08.1 was amended in 2021 to allow the construction of accessory structures prior to or without the construction of principal use structures in the AG District with approval of an Interim Use Permit. Being that the request is to bring the currently illegal non-conforming uses into compliance with the Zoning Ordinance and other applicable codes, the request is subject to Zoning Ordinance Sections 4.08.1, A. 3. and 4.08.1, F. Section 4.08.1, A. 3. states that *"On parcels 10 acres or larger in size, an IUP may be issued to allow a singular accessory building to be constructed for personal storage / use only without the presence of a principal use structure and which no overnight or residential living quarters are allowed."* In regard to sanitary facilities within accessory structures, Section 4.08.1, F. states that *"No sanitary facilities are permitted within an accessory building prior to the construction of the principal structure unless authorized by issues of an Interim Use Permit."*

The applicants are requesting that the sanitary facilities, plumbing and heating system be allowed to remain in the pole building; however, per Zoning Ordinance Section 4.08.1, G., the shower will need to be removed. Additionally, staff is recommending that the applicants convert the septic system to a holding tank only to prevent further / future intensification of what has been the unlawful use of the structure to date.

As part of the review process, the Technical Review Committee met with the applicant on June 8th. The committee discussed the need to remove the shower and conversion of the full septic system to a holding tank to prevent unlawful use of the accessory structure.

FINDINGS OF FACT

Zoning Ordinance Section 8.04-1 (Interim Use Permits) 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 The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.

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

Finding #2 The County finds that the use does not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.

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

Finding #3 Given the size of the subject site and the large size of surrounding properties and the fact that the structure meets all required setbacks, the County finds that the subject site is sufficiently separated by distance from adjacent development so as to neither cause undue negative impact nor deter future development.

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

Finding #4 The proposed use is existing and appears well maintained. There is no evidence to suggest that the structure will have an adverse effect upon adjacent properties.

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

Finding #5 The Chisago County Zoning Ordinance allows accessory structures without the presence of a principal structure and accessory structures with sanitary facilities in the Agricultural (AG) District with issuance of an Interim Use Permit. The County finds that the proposed use is in compliance with land use goals and existing land use.

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

Finding #6 See Finding #5.

- Factor #7 The proposed use will not cause traffic hazard or congestion; and
 Finding #7 *The County finds that the accessory structure will create minimal traffic and will not cause traffic hazard or congestion.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
 Finding #8 *The proposed use is existing and, based on lack of complaints or evidence received by the Department of Environmental Services, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.*

TOWNSHIP RECOMMENDATION

The Amador Town Board reviewed the proposed IUP at its June 21, 2022 meeting and recommended approval with no conditions.

STAFF RECOMMENDATION

The pole building in its current capacity (personal use rather than ag use) with full septic system and shower would not have been allowed if building permits had been sought at the time of construction / installation. However, the Zoning Ordinance was amended in 2021 to allow accessory structures and accessory structures with sanitary facilities, with the exception of the shower, with approval of an Interim Use Permit. Being that the request meets current standards and the applicants are making a good faith effort to retroactively bring the illegal non-conformities into compliance, staff recommends approval of the IUP with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. This approval grants an after-the-fact Interim Use Permit allowing a singular accessory structure for personal storage / use without the presence of a principal use structure (single family dwelling) and allowing said accessory structure to have sanitary facilities prior to the construction of the principal structure.
2. An after-the-fact building permit is required for the construction of the accessory structure and all related plumbing and heating work. An after-the-fact septic permit is also required. All required inspections shall be performed and any necessary corrections shall be made to bring the structure and septic system into compliance with applicable state and local construction codes.
3. The accessory structure is permitted to have a sink and water closet, but not a shower. The existing shower shall be removed.
4. No overnight or residential living quarters / use shall be allowed in the accessory structure.
5. The existing septic system shall be converted to a holding tank. The permittee is permitted to close off the existing drain field and retain it for future lawful use in association with a future single family dwelling.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A.3 and F., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal structure (single family dwelling).
7. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit,

shall require an Interim Use Permit Amendment.

8. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
9. 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 Findings of Fact and 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: If the Commission considers this option, specific factor(s) for denial should be included in said motion or resolution. Potential factors may include but are not limited to:

- *The Applicant has not provided application materials with the level of detail necessary to thoroughly and satisfactorily review the cumulative impacts of all proposed land uses.*
- *The Applicant has not provided sufficient detail on land uses/activities in order to ensure residential use will not take place.*
- *The Applicant has not demonstrated or provided satisfactory reasons for allowing the sanitary facilities to continue.*

3. Table the request and recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 31, 2022. An extended review period would expire on September 29, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0703, a resolution recommending approval of an Interim Use Permit allowing an accessory structure with sanitary facilities on property identified as PID 01.00181.20 in Amador Township, with Findings of Fact and conditions as presented or amended.

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

ATTACHMENTS

1. Application materials:
 - a. Application
 - b. Written narrative
 - c. Site plan (survey)

2. Aerial photo (1) – subject site
3. Aerial photo (2) – vicinity map
4. Draft Resolution No. PC2022-0703

CC: Stephen & Maureen Schroeder, property owners
County file

Permit #

22-764

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee

\$460-

Base Fee

\$525-

Wetland or Septic Fees

Plat Compliance Fee

TOTAL FEE

\$5.1

Street Location 18060 360TH St TAYLORS FALLS MN 55084 Tax Parcel #

DL 00181.20

Legal Description

E-Mail Address:

Owner: STEPHEN + MAUREEN SCHROEDER

Day Phone

Address 38634 HENNA CIRCLE NORTH BRANCH MN 55056

Applicant (if other than owner)

Day Phone

()

Address

S 32, T 35, R 19

Type of Request:

Variance

☐

Preliminary Plat

☐

Administrative Appeal

☐

Administrative Permit

☐

Conditional Use Permit

☐

Ordinance Amendment

☐

Interim Use Permit

☒

Rezoning

☐

Applicable section of ordinance:

4.08.1

Description of request:

IUP FOR ACCESSORIES STRUCTURE WITH SANITARY

FACILITIES IN THE AG DISTRICT.

If Variance Application, Brief

Description of Practical

Difficulty

Signature of Applicant

Date of Application

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

5-23-2022

Date Received

6-1-2022

Date Complete

7/31/2022

60 120 Day Review Period

Date of Public Hearing:

July 7, 2022

TOWNSHIP PRESENTATION FORM

Street Location 18060 360TH ST TAYLORS FALLS MN. 55084

Legal Description _____

Owner Name STEPHEN + MAUREEN SCHROEDER Day Phone: _____

Address: 38634 HENNA CIRCLE NORTH BRANCH MN. 55052

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

Address: _____

Type of Request:

Variance ☐

Preliminary Plat ☐

Administrative Appeal ☐

Administrative Permit ☐

Conditional Use Permit ☐
(or amendment to CUP)

Rezoning ☐

Interim Use Permit ☒

Ordinance Amendment ☐

Description of Request: ~~SEE ATTACHMENT~~ IUP FOR ACCESSORIES STRUCTURE WITH
SANITARY FACILITIES IN THE A.G. DISTRICT.

Date of County Public Hearing: JULY 7, 2022

Date of Township Presentation: JUNE 21, 2022

TOWNSHIP ACTION TAKEN

Approved ☒

Denied ☐

Reasons and Conditions: None

Signature of Township Officers: _____
_____ GIN STRONG
_____ JOHN FISK

Steph Schroeder
Signature of Applicant

Maureen Schroeder

5
4-23-2022
Date

To Whom It May Concern:

Requesting Interim Use Permit for $\frac{3}{4}$ bathroom, septic, and heating system.

There was a perk test, septic design and sketch plan done by Zierke Soil Testing on the 15-acre parcel in 2004. Included was a 3-bedroom house with a septic system and a pole building on the sketch. We bought the parcel in 2010. We hired Morton Buildings to build the pole barn for us exactly according to the sketch plan from 2004, but with no house. Later, after we decided to work on collector cars, and we found that we needed additional heat in the building. We hired a contractor to install the heaters, who talked us also into adding a $\frac{3}{4}$ bathroom and septic tank with drain field. We followed his lead, and the job was completed, but we felt a bit unsatisfied and taken advantage of because he kept asking for more money to complete the job. We did not realize that what the contractor completed was not compliant at the time.

Now in the present day, during the course of selling, we found out that indeed the proper permits were not pulled for the additional heaters, bathroom or septic system, and that the drain field must be closed off from the tank to make it a holding tank in order to be compliant. We thought this was all handled correctly at the time by the contractor, as he reassured us that all was taken care of.

We also found out we now need to back-track and apply for the proper permits for the above work to comply with the Chisago County Ordinances. We are working with Kellie Strobel and Beth Gervias to get all of this done so we can finalize the selling of the property.

Beth has explained that we must apply for Interim Use Permit (IUP) so that is what we are doing in order to be compliant. Please consider this application for the IUP. We want to be sure we convey the property in a proper way to our buyers, who are waiting for us to complete this so we can have a proper closure.

We request your help with getting all of this fixed and completed.

Thank you.

CERTIFICATE OF SURVEY FOR MAUREEN SCHROEDER

PART OF SECTION 32, TOWNSHIP 35, RANGE 19, CHISAGO COUNTY, MINNESOTA

Description of Surveyed Property:

The West Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 35 North, Range 19 West, Chisago County, Minnesota.

TOGETHER with an easement 20 feet in width over and across the S 1/2 of SE 1/4, Sec. 32, Twp. 35, Range 19, the center line of which easement is described as follows: Beginning at the SE corner of the SW 1/4 of SE 1/4, thence Northerly along the east quarter line of said SW 1/4 of SE 1/4, a distance of 700 feet, and said line there terminating.

EXCEPT: That part of the West Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 35, Range 19, described as follows:

Commencing at the Southwest corner of the SE 1/4 of SE 1/4; thence East along the South line of said SE 1/4 of SE 1/4 a distance of 33 feet to the point of beginning of the parcel to be described; thence North parallel to the West line of the SE 1/4 of SE 1/4, a distance of 666.10 feet; thence East, parallel to the South line of the SE 1/4 of SE 1/4, a distance of 327.00 feet; thence South, parallel to the West line of the SE 1/4 of SE 1/4, a distance of 666 feet, more or less, to the South line of the SE 1/4 of SE 1/4; thence West, along the South line of the SE 1/4 of SE 1/4, a distance of 327 feet to the point of beginning.

Subject to Chisago County Road 75 and all other easements of record.

LEGEND

- ⊙ DENOTES RECORDED CHISAGO COUNTY MONUMENT
- DENOTES 1" IRON PIPE FOUND
- ⊗ DENOTES 1/2" REBAR SET, MARKED KROSCHER 44490
- x—x— DENOTES FENCE
- ⊠ DENOTES WATER FAUCET
- MHO DENOTES SEPTIC MANHOLE
- ⊗ DENOTES WELL

Notes to Survey:

1. For the purposes of this survey, existing easements of record were not researched.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of MAY, 2022

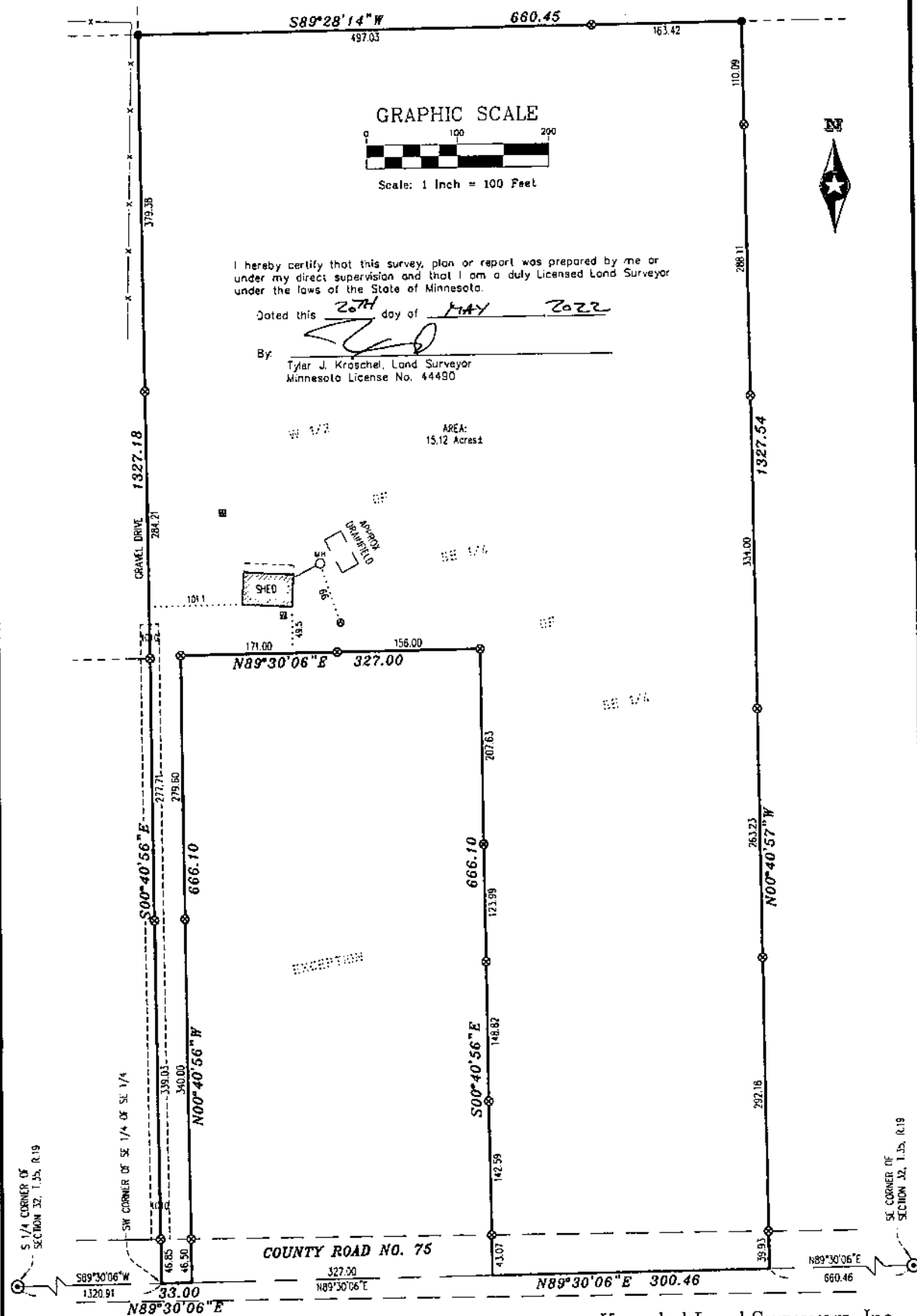
By: [Signature]
Tyler J. Kroschel, Land Surveyor
Minnesota License No. 44490



Kroschel Land Surveyors, Inc.
1639 Main Street North, Suite 6, Pine City, MN 55063
Phone: 320-629-3267 tyler@kroschelsurvey.com

PART OF SECTION 32, TOWNSHIP 35, RANGE 19, CHISAGO COUNTY, MINNESOTA

PART OF SECTION 32, TOWNSHIP 35, RANGE 19, CHISAGO COUNTY, MINNESOTA



THE BASIS OF BEARINGS FOR THIS DRAWING IS
THE MNDOT CHISAGO COUNTY COORDINATE
SYSTEM, NAD 1983. HARN 1996 ADJUSTMENT

Kroschel Land Surveyors, Inc.
1639 Main Street North, Suite 6, Pine City, MN 55063
Phone: 320-629-3267 tyler@kroschelsurvey.com

Schroeder - Aerial Photo

Maureen and Stephen Schroeder – Maureen and Stephen Schroeder, property owners are requesting an Interim Use Permit, for a septic system in an accessory structure in the Agricultural (AG) District. The septic is an existing non-conforming use and the IUP, if approved, would bring it into compliance with the Zoning Ordinance. The property is located at 18060 360th Street in Amador Township, S32, T35, R19, (PID #01.00181.20).

Schroeder Property - 



Schroeder - Aerial Photo

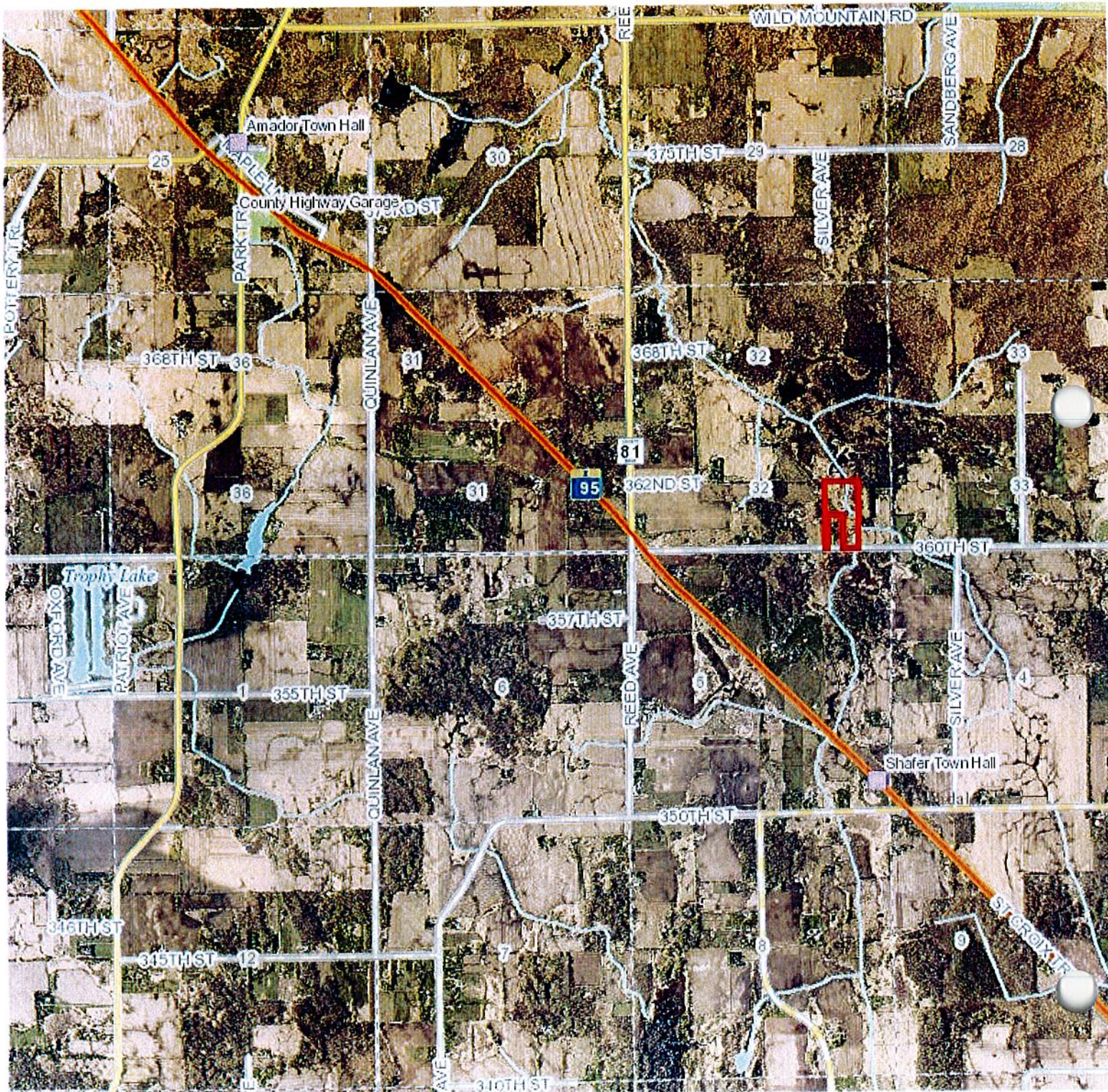
Maureen and Stephen Schroeder – Maureen and Stephen Schroeder, property owners are requesting an Interim Use Permit, for an agricultural structure with $\frac{3}{4}$ bathroom and septic tank with drain field in the Agricultural (AG) District. The septic is an existing non-conforming use and the IUP, if approved, would bring it into compliance with the Zoning Ordinance. The property is located at 18060 360th Street in Amador Township, S32, T35, R19, (PID #01.00181.20).

Schroeder Property - 

Amador Township

Sec. 32, T. 35, R. 19

PID # 01.00181.20



RESOLUTION NO. PC2022-0703

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF AN INTERIM USE PERMIT ALLOWING AN ACCESSORY STRUCTURE
WITH SANITARY FACILITIES ON PROPERTY IDENTIFIED AS PID 01.00181.20 IN AMADOR TOWNSHIP**

WHEREAS, Stephen Schroeder and Maureen Schroeder, property owners and applicants, submitted an application dated received May 23, 2022 and considered complete on June 1, 2022 for an Interim Use Permit allowing an accessory structure with sanitary facilities for personal storage / use without the presence of a principal use on property identified as PID 01.00181.20 in Amador Township; and

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

WHEREAS, the subject site is 15± acres in size and legally described as:

PID 01.00181.20

The West Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 35 North, Range 19 West, Chisago County, Minnesota.

TOGETHER with an easement 20 feet in width over and across the S 1/2 of SE 1/4, Sec. 32, Twp.35, Range 19, the center line of which easement is described as follows: Beginning at the SE corner of the SW 1/4 of SE 1/4, thence Northerly along the east quarter line of said SW 1/4 of SE 1/4, a distance of 700 feet, and said line there terminating.

EXCEPT: That part of the West Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 35, Range 19, described as follows:

Commencing at the Southwest corner of the SE 1/4 of SE 1/4; thence East along the South line of said SE 1/4 of SE 1/4 a distance of 33 feet to the point of beginning of the parcel to be described; thence North parallel to the West line of the SE 1/4 of SE 1/4, a distance of 666.10 feet; thence East, parallel to the South line of the SE 1/4 of SE 1/4, a distance of 327.00 feet; thence South, parallel to the West line of the SE 1/4 of SE 1/4, a distance of 666 feet, more or less, to the South line of the SE 1/4 of SE 1/4; thence West, along the South line of the SE 1/4 of SE 1/4, a distance of 327 feet to the point of beginning.

Subject to Chisago County Road 75 and all other easements of record.

WHEREAS, notice was provided and on July 7, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

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

- | | |
|-------------------|---|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>The Chisago County Comprehensive Plan does not specifically address the proposed use; however, the Zoning Ordinance (development policy) allows the proposed use in the Agricultural (AG) District with issuance of an Interim Use Permit. Therefore, the County finds that the proposed use is consistent with the County's development policies.</i> |

Factor #2	The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
Finding #2	<i>The County finds that the use does not create any demand on existing parks, schools, streets, or other public facilities or utilities which serve the subject site.</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>Given the size of the subject site and the large size of surrounding properties and the fact that the structure meets all required setbacks, the County finds that the subject site is sufficiently separated by distance from adjacent development so as to neither cause undue negative impact nor deter future development.</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 use is existing and appears well maintained. There is no evidence to suggest that the structure will have an adverse effect upon adjacent properties.</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 Chisago County Zoning Ordinance allows accessory structures without the presence of a principal structure and accessory structures with sanitary facilities in the Agricultural (AG) District with issuance of an Interim Use Permit. The County finds that the proposed use is in compliance with land use goals and existing land use.</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>See Finding #5.</i>
Factor #7	The proposed use will not cause traffic hazard or congestion; and
Finding #7	<i>The County finds that the accessory structure will create minimal traffic and will not cause traffic hazard or congestion.</i>
Factor #8	The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8	<i>The proposed use is existing and, based on lack of complaints or evidence received by the Department of Environmental Services, the County finds that the accessory structure will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.</i>

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends approval of the request for Interim Use Permit, subject to the following conditions:

1. This approval grants an after-the-fact Interim Use Permit allowing a singular accessory structure for personal storage / use without the presence of a principal use structure (single family dwelling) and allowing said accessory structure to have sanitary facilities prior to the construction of the principal structure.

2. An after-the-fact building permit is required for the construction of the accessory structure and all related plumbing and heating work. An after-the-fact septic permit is also required. All required inspections shall be performed and any necessary corrections shall be made to bring the structure and septic system into compliance with applicable state and local construction codes.
3. The accessory structure is permitted to have a sink and water closet, but not a shower. The existing shower shall be removed.
4. No overnight or residential living quarters / use shall be allowed in the accessory structure.
5. The existing septic system shall be converted to a holding tank. The permittee is permitted to close off the existing drain field and retain it for future lawful use in association with a future single family dwelling.
6. In accordance with Chisago County Zoning Ordinance Section 4.08.1, A.3 and F., this Interim Use Permit shall expire at such time that the current or future property owner(s) construct a principal structure (single family dwelling).
7. Any change to the approved accessory structure involving structural alterations, enlargements, intensification or expansion of use, or change not specifically permitted by this Interim Use Permit, shall require an Interim Use Permit Amendment.
8. Annual certification of the Interim Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Interim Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Interim Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
9. 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 7th day of July, 2022.

Kelly Corbin _____
James McCarthy _____
Frank Storm _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

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Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 12
Title of Item for Consideration: Report and Recommendations from the June 13, 2022 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	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 July 20th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations: <u>Current Year-to-Date Financial Update:</u> The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. <u>The Committee recommended accepting the report.</u> <u>Chisago County Public Works APRA Expenditure Request:</u> In addition, Engineer Triplett discussed Public Work facility needs for our shops in Harris and Center City and how the use of these funds could help offset or supplement C.I.P. dollars. The estimated project cost for these improvements is \$2.7M (this does include some contingencies). The Committee recommended previously (June 9th directed County Engineering Joe Triplett to price the projects separately). The Committee recommended using the 2022 C.I.P. funds allocated to the Harris Wash Bay to pay for the Arch. and Engineering costs for the Harris facility improvements. <u>2023 Budget and Levy Budget Presentations:</u> The following Departments presented their 2023 Budget requests; Recorder, Assessor, Probation, County Attorney's Office, Administration/Human Resources and Auditor-Treasurer. The Committee just discussed operating expenditures and revenues. The Committee did not discuss personnel costs due to a lack of health insurance costs estimates and labor negotiations. <u>Attachment(s):</u> • May 11th Budget and Finance Committee Packet • Recommended Cuts to Department 2023 Budgets Below	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the June 13th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the June 13th Budget and Finance Report."

And

NEED A FUNDING SOURCE FOR HARRIS IMPROVEMENTS RECOMMENDED FOR APPROVAL BY BUDGET AND FINANCE

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

Budget & Finance Budget Changes

Adjustments to Budget		Expenditures			Revenue		
	Dept/Description	Accl Code	Exp Decrease	Exp Inc	Rev Decrease	Rev Increase	Column
5	7/13/2022 BF Meeting						
7	AT-Electricity	01-149-6253	\$ 115,000.00				
3	AT-Gas	01-149-6255	\$ 20,000.00				
3	AT-Sewer	01-149-6257	\$ 14,000.00				
0	Assessor Lease Vehicle?						
1	Probation Refunds	01-255-6303	\$ 300.00				
2	Probation Mileage	01-255-6330	\$ 2,000.00				
3	Commissioner Mileage	01-003-6330	\$ 1,500.00				
4	Probation Training		\$ 1,000.00				
5	AT Audit Cost		\$ 20,000.00				Use ARPA
6	Admin Misc		\$ 500.00				
7							
8	Total		\$ 174,300.00	\$ -	\$ -	\$ -	

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BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, July 13, 2022

3:00 PM • Boardroom

Chisago County Government Center, 313 N. Main St., Center City, MN 55012

PROPOSED AGENDA

- I. Current Year-to-Date Financial Update
 - A. Operating Budget Activity (P&L)
 - B. Cash Flow Considerations (CF)
 - C. Monthly-to-Annual Payroll Assessment
 - D. Local Option Sales Tax and Wheelage Tax Update

- II. ARPA Items
 - a. Current Preliminary Allocations
 - b. Harris Public Works and Center City Public Works Facilities Improvements

- III. 2023 Budget/Levy Presentations
 - Budget Presentation Schedule
 - 1) Recorder's Office
 - 2) Assessor's Office
 - 3) Chisago County Attorney's Office
 - 4) Probation Office
 - 5) Administration/Human Resources
 - 6) Auditor-Treasurer's Office

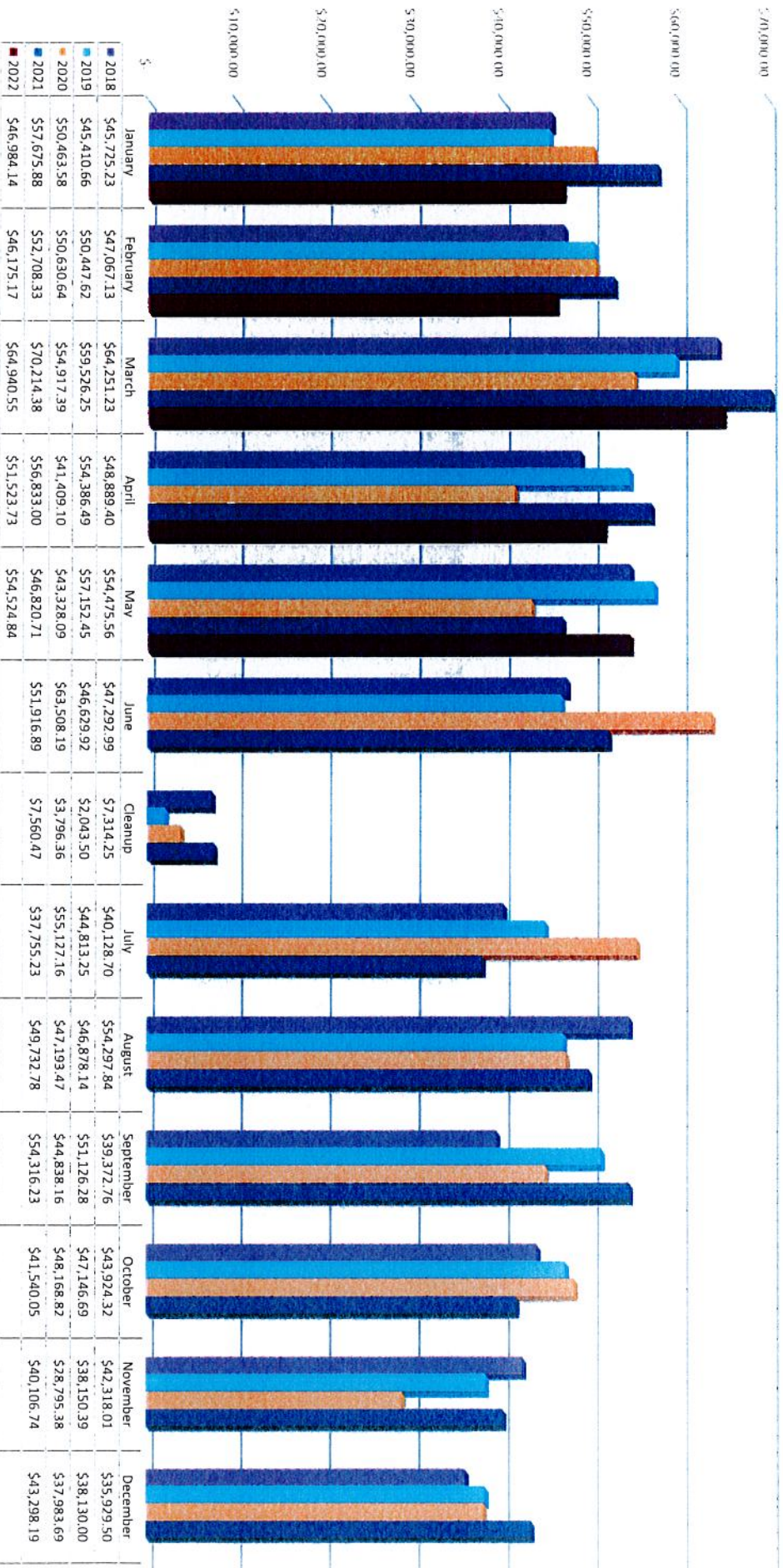
- IV. Other B/F Items

Wheelage Tax

Average Annual Collection \$565,349

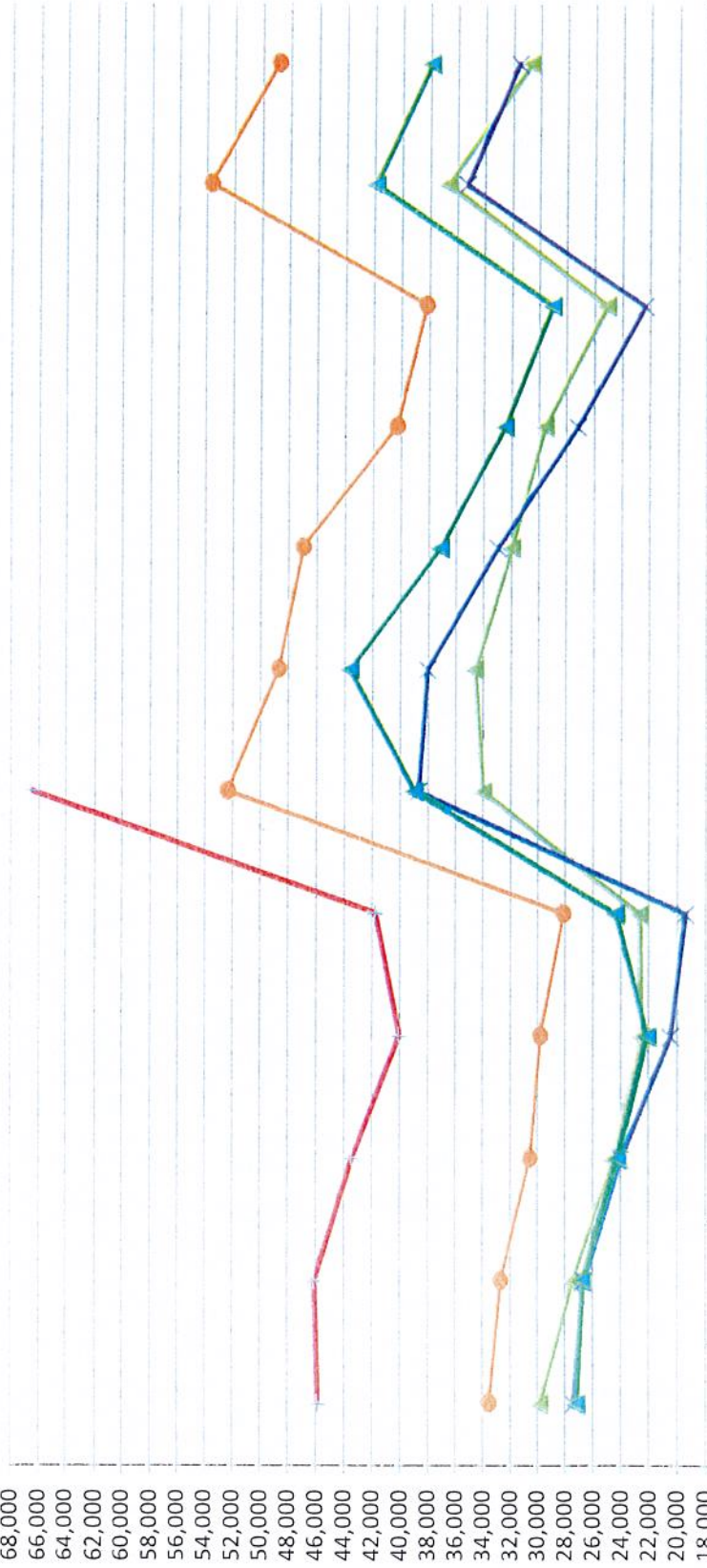
2022 Budget \$600,000

Collection Through May 2022 \$264,148



Fund Balance Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2018-2022

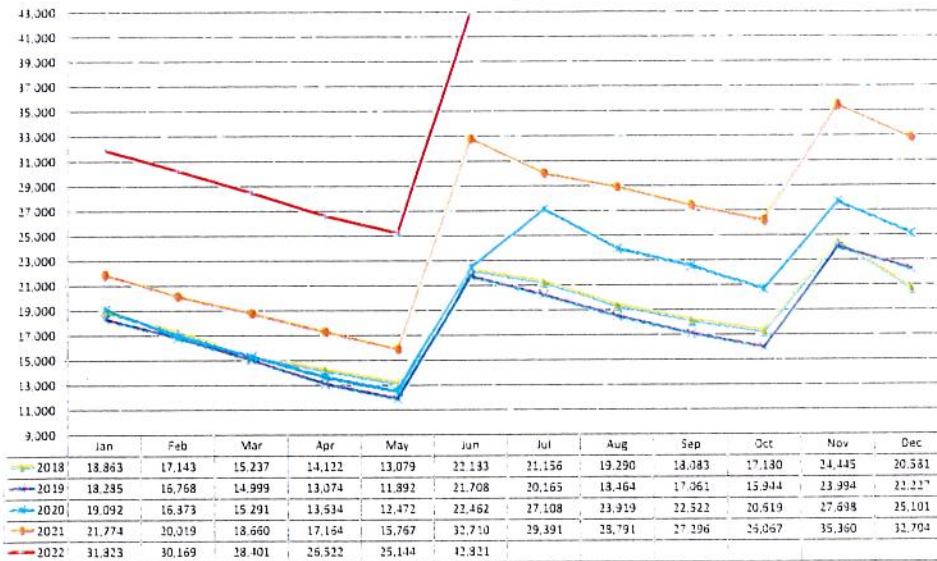
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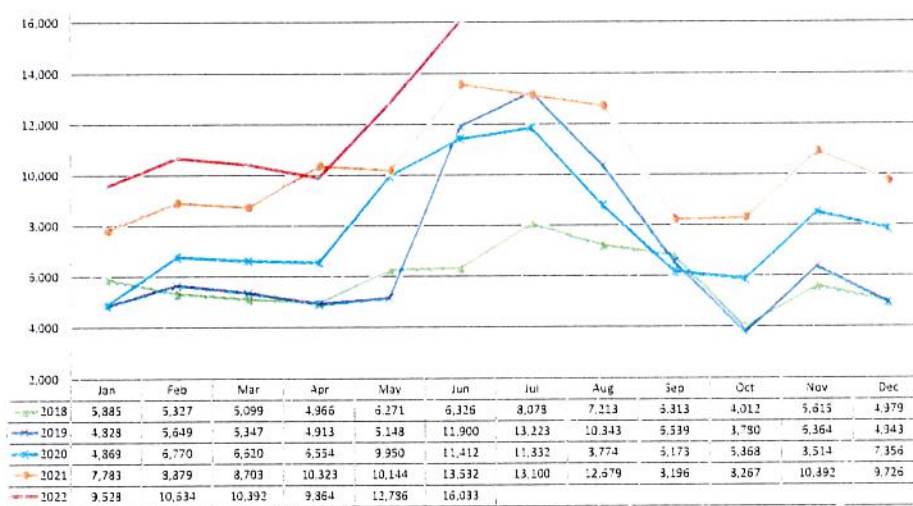
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Fund Balance
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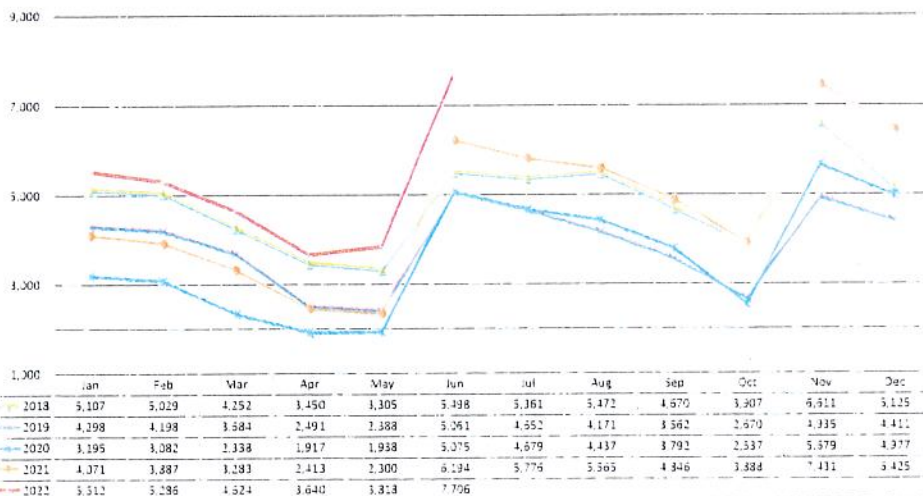
General Fund: Cash Fund Balance by Month 2018-2022



Road & Bridge Fund Balance by Month 2018-2022



Health & Human Services: Cash Fund Balance by Month 2018-2022



**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 06/30/2022
50% OF YEAR COMPLETE**

	2022 Budget	As of 06/30/2022	% of Budget
GENERAL FUND			
Board of Commissioners	254,761.00	89,420.20	35%
County Administrator	599,689.00	282,357.36	47%
Auditor-Treasurer	799,481.00	381,133.97	48%
Assessor	897,460.00	425,833.49	47%
Enterprise Services	2,004,143.00	916,952.03	46%
Central Services	-	316.00	
County Attorney	2,028,637.00	890,361.50	44%
Recorder	362,138.00	158,690.15	44%
Maintenance	556,290.00	247,887.39	45%
Planning & Zoning	871,612.00	404,061.40	46%
Sheriff	6,254,416.00	2,948,370.50	47%
Boat & Water	41,980.00	-	0%
County Jail	3,748,607.00	1,704,310.41	45%
Probation & Parole	1,142,573.00	516,575.07	45%
Emergency Management	97,540.00	42,133.22	43%
Parks	333,643.00	97,506.49	29%
Water Quality Grant	82,989.00	22,480.65	27%
Wetland Grant	104,994.00	48,207.67	46%
Watercraft Inspection	222,354.00	40,217.55	18%
Non-Levy Departments	634,822.00	248,231.53	39%
TOTAL GENERAL FUND	\$ 21,038,129.00	\$ 9,465,046.58	45%
SELF INSURANCE FUND			
Other General Government	300,000.00	33,110.12	11%
TOTAL SELF INSURANCE FUND	\$ 300,000.00	\$ 33,110.12	11%
ROAD AND BRIDGE FUND			
Surveyor	146,060.00	70,363.95	48%
Highway Administration	333,460.00	153,043.93	46%
Highway Engineering	952,240.00	457,351.37	48%
Highway Maintenance	1,818,886.00	847,011.88	47%
Equipment Maintenance/Shop	441,720.00	228,406.49	52%
Traffic Operations	228,975.00	92,957.65	41%
TOTAL ROAD AND BRIDGE FUND	\$ 3,921,341.00	\$ 1,849,135.27	47%

**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 06/30/2022
50% OF YEAR COMPLETE**

	2022 Budget	As of 06/30/2022	% of Budget
HEALTH AND HUMAN SERVICES			
Veterans Service	185,526.00	83,084.32	45%
Income Maintenance	2,919,704.00	1,203,493.53	41%
Social Services	6,423,869.00	2,916,749.67	45%
Public Health Nursing	1,843,261.00	798,672.42	43%
TOTAL HEALTH AND HUMAN SERVICES	\$ 11,372,360.00	\$ 5,001,999.94	44%
SOLID WASTE FUND			
Score Grant Fund	49,818.00	22,920.25	46%
HHW Operations	130,679.00	62,428.51	48%
TOTAL SOLID WASTE FUND	\$ 180,497.00	\$ 85,348.76	47%
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	123,601.00	49,128.58	40%
TOTAL LAKE IMPV DISTRICT MAINT	\$ 123,601.00	\$ 49,128.58	40%
TOTAL ALL FUNDS	\$ 36,935,928.00	\$ 16,483,769.25	45%

2022 Capital Improvement Plan
Budget to Actual
As of July 11, 2022

ADMINISTRATION				
Description	Source	Budget	Actual	Remaining
County Codification Services	CARRYOVER	15,000.00	-	15,000.00
Total Carryover from 2021		15,000.00	-	15,000.00
Indoor Air Quality Assessment - Courts and Judge's Chambers	2022 CIP BUDGET	5,100.00	(5,100.00)	-
Office Remodel - Veteran's Services	2022 CIP BUDGET	10,000.00	-	10,000.00
Total 2022 CIP Budget		15,100.00	(5,100.00)	10,000.00
Grand Total		30,100.00	(5,100.00)	25,000.00
AUDITOR TREASURER'S OFFICE				
Description	Source	Budget	Actual	Remaining
Election Results - Storage Media	2022 CIP BUDGET	4,500.00	(4,290.00)	210.00
Verity Print	2022 CIP BUDGET	5,300.00	(5,288.00)	12.00
Backup Election Equipment	2022 CIP BUDGET	10,000.00	(10,012.00)	(12.00)
Election Pollbook Replacement	2022 CIP BUDGET	21,000.00	-	21,000.00
Election Equipment Replacement Fund	2022 CIP BUDGET	59,000.00	-	59,000.00
Total		99,800.00	(19,590.00)	80,210.00
FACILITY MAINTENANCE				
Description	Source	Budget	Actual	Remaining
Exterior Door Badge Access at PSC	2022 CIP BUDGET	5,500.00	-	5,500.00
Panic Buttons for County Attorney Area	2022 CIP BUDGET	6,000.00	-	6,000.00
Fence Around Generator at PSC	2022 CIP BUDGET	12,000.00	-	12,000.00
Remodel Public Area of DES	2022 CIP BUDGET	14,000.00	-	14,000.00
Cameras at PSC	2022 CIP BUDGET	49,600.00	-	49,600.00
Parking Gate/Fence at PSC	2022 CIP BUDGET	50,000.00	-	50,000.00
Total		137,100.00	-	137,100.00
SHERIFF'S OFFICE				
Description	Source	Budget	Actual	Remaining
Insurance Reimbursements	REVENUE	-	14,946.50	14,946.50
Auction Proceeds	REVENUE	-	13,801.00	13,801.00
Total Revenue		-	28,747.50	28,747.50
Python Radar Units	CARRYOVER	4,989.82	-	4,989.82
Insurance Reimbursements	CARRYOVER	118,716.57	-	118,716.57
Auction Proceeds	CARRYOVER	9,705.00	(1,476.38)	8,228.62
Squad Vehicle Replacement & Accessories	CARRYOVER	58,596.16	(5,074.77)	53,521.39
Transport Vehicle	CARRYOVER	33,000.00	(33,000.00)	-
Total Carryover from 2021		225,007.55	(39,551.15)	185,456.40
Radar Speed Trailer	2022 CIP BUDGET	12,323.00	(12,323.00)	-
Patrol Rifle Replacements (30)	2022 CIP BUDGET	41,908.00	(41,901.00)	7.00
Replacement Squads & Accessories	2022 CIP BUDGET	286,200.00	(80,706.65)	205,493.35
Total 2022 CIP Budget		340,431.00	(134,930.65)	205,500.35
Grand Total		565,438.55	(145,734.30)	419,704.25

**2022 Capital Improvement Plan
Budget to Actual
As of July 11, 2022**

PUBLIC WORKS				
Description	Source	Budget	Actual	Remaining
Tandem Dump Trucks (3)	CARRYOVER	750,000.00	(714,708.71)	35,291.29
Harris Wash Bay	CARRYOVER	275,000.00	-	275,000.00
Total Carryover from 2021		1,025,000.00	(714,708.71)	310,291.29
Harris Fuel Station (2020 CIP - no carryover)		-	(13,885.00)	(13,885.00)
Skid Steer Trailer	2022 CIP BUDGET	19,776.20	-	19,776.20
Lowboy Trailer	2022 CIP BUDGET	38,118.04	-	38,118.04
Harris PW Garage Doors	2022 CIP BUDGET	39,168.24	(36,378.24)	2,790.00
Facon Head	2022 CIP BUDGET	40,991.00	(34,900.00)	6,091.00
Water Tank Inserts	2022 CIP BUDGET	58,690.00	-	58,690.00
1-Ton Work Truck	2022 CIP BUDGET	60,000.00	-	60,000.00
Skid Steer	2022 CIP BUDGET	73,260.00	(73,260.00)	-
1-Ton Tipper Truck	2022 CIP BUDGET	76,563.00	-	76,563.00
Vactron	2022 CIP BUDGET	135,683.64	(135,683.64)	-
Arm Mower	2022 CIP BUDGET	176,012.00	-	176,012.00
Sign Truck	2022 CIP BUDGET	220,000.00	-	220,000.00
Tandem Dump Truck	2022 CIP BUDGET	269,504.00	-	269,504.00
CAT 938 Aggregate Loader (Purchased in 2021 with fund balance)	2022 CIP BUDGET	122,460.00	-	-
Total 2022 CIP Budget		1,330,226.12	(294,106.88)	913,659.24
Grand Total		2,355,226.12	(1,008,815.59)	1,223,950.53
PARKS/ENVIRONMENTAL				
Description	Source	Budget	Actual	Remaining
Auction Proceeds	REVENUE	-	10,376.00	10,376.00
Total Revenue		-	10,376.00	10,376.00
Carryover from 2020	CARRYOVER	9,400.00	-	9,400.00
Swing and Slide for Kost Dam Park	CARRYOVER	10,000.00	-	10,000.00
Sunrise Prairie Trail - 15% Match	CARRYOVER	209,000.00	-	209,000.00
Total Carryover from 2021		228,400.00	-	228,400.00
Kost Park ADA Ramp Repairs	2022 CIP BUDGET	6,000.00	-	6,000.00
ADA Pathway Compliance Improvements	2022 CIP BUDGET	15,000.00	(14,825.00)	175.00
Mower Trailer	2022 CIP BUDGET	4,568.50	(4,568.50)	-
Fish Lake Park Plan/Design Services	2022 CIP BUDGET	18,000.00	-	18,000.00
Sunrise Prairie Trail Subgrade	2022 CIP BUDGET	20,000.00	-	20,000.00
Swedish Immigrant Trail Erosion Control Measures	2022 CIP BUDGET	25,000.00	-	25,000.00
Security Lighting & Electrical Services	2022 CIP BUDGET	35,000.00	(8,468.56)	26,531.44
Woodchipper	2022 CIP BUDGET	34,681.50	(28,940.00)	5,741.50
Checkerboard Park Restroom Removal & Replace	2022 CIP BUDGET	60,000.00	(48,925.00)	11,075.00
Ki-Chi-Sage Park Covered Dugouts & Fencing	2022 CIP BUDGET	70,750.00	(70,750.00)	-
Total 2022 CIP Budget		289,000.00	(176,477.06)	112,522.94
Total Remaining		517,400.00	(166,101.06)	351,298.94

2022 Capital Improvement Plan
Budget to Actual
As of July 11, 2022

Description	TECHNOLOGY		Actual	Remaining
	Source	Budget		
ARMER Testing Equipment	CARRYOVER	44,722.00	(6,923.64)	37,798.36
Total Carryover from 2021		44,722.00	(6,923.64)	37,798.36
Replacement network printer for HHS	2022 CIP BUDGET	300.00	-	300.00
Replace scanner for Probation Department	2022 CIP BUDGET	550.00	-	550.00
Replacement network printer for HHS	2022 CIP BUDGET	600.00	-	600.00
Replacement Printer for HHS	2022 CIP BUDGET	750.00	-	750.00
Replacement network printer for HHS	2022 CIP BUDGET	750.00	-	750.00
Replacement Printer for Enterprise Services	2022 CIP BUDGET	750.00	-	750.00
Replacement copy / printer for HHS	2022 CIP BUDGET	800.00	-	800.00
Replacement Printer for HR	2022 CIP BUDGET	850.00	-	850.00
Replacement printer for Assessors	2022 CIP BUDGET	850.00	-	850.00
Replacement PC for Public Works	2022 CIP BUDGET	850.00	-	850.00
Replacement projector for Public Works	2022 CIP BUDGET	850.00	-	850.00
Replace Projector for Zoning	2022 CIP BUDGET	850.00	-	850.00
Replace Printer for Zoning	2022 CIP BUDGET	850.00	-	850.00
Replacement high volume scanner for County Attorney	2022 CIP BUDGET	985.00	(956.24)	28.76
Replace high volume scanner for Auditor Department	2022 CIP BUDGET	985.00	-	985.00
Replacement scanner for Public Works	2022 CIP BUDGET	985.00	-	985.00
Replacement high volume scanner for Sheriff's Office	2022 CIP BUDGET	985.00	-	985.00
Replace scanner for Records office	2022 CIP BUDGET	985.00	-	985.00
Replacement PC for Sheriff's Office - Jail	2022 CIP BUDGET	1,065.00	-	1,065.00
Replacement Zebra Printer for County Administration	2022 CIP BUDGET	2,109.10	(2,939.06)	(829.96)
Replace printer for Records office	2022 CIP BUDGET	1,200.00	-	1,200.00
Replacement Laptop for Sheriff's Office - Jail Administration	2022 CIP BUDGET	1,235.00	-	1,235.00
Replacement projectors	2022 CIP BUDGET	1,700.00	(1,700.00)	-
Replacement projectors for County Attorney	2022 CIP BUDGET	1,700.00	(1,581.80)	118.20
Replace 2 PC's in 911 Center	2022 CIP BUDGET	1,950.00	-	1,950.00
Replace 2 PC's in Enterprise Services	2022 CIP BUDGET	2,000.00	-	2,000.00
Replacement of 2 Laptops in Sheriff's Office	2022 CIP BUDGET	2,470.00	-	2,470.00
Replace 3 PC's for County Attorney	2022 CIP BUDGET	2,550.00	-	2,550.00
3 replacement projectors for HHS	2022 CIP BUDGET	2,550.00	-	2,550.00
Replacement of 3 projectors in Sheriff's Office	2022 CIP BUDGET	2,700.00	-	2,700.00
Replace Scanner for Zoning	2022 CIP BUDGET	3,100.00	-	3,100.00
Replace 3 Laptops in Enterprise Services	2022 CIP BUDGET	3,935.00	-	3,935.00
Replace Troy Secure Printer for Records Office	2022 CIP BUDGET	4,000.00	-	4,000.00
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO Admin	2022 CIP BUDGET	4,600.00	-	4,600.00
Screening for Chiller at PSC	2022 CIP BUDGET	5,000.00	-	5,000.00
Replace 11 PC's for HHS	2022 CIP BUDGET	9,350.00	-	9,350.00
Replace 12 high volume scanners for HHS	2022 CIP BUDGET	11,820.00	-	11,820.00
Replace 12 PC's for Sheriff's Office	2022 CIP BUDGET	12,000.00	-	12,000.00
APC UPS Batteries for Jail	2022 CIP BUDGET	20,650.00	-	20,650.00
Kitchen Vent Hood Improvemnets	2022 CIP BUDGET	25,000.00	-	25,000.00
Replacement of 20 MDC's/Laptops for Sheriff's Office	2022 CIP BUDGET	50,000.00	-	50,000.00
Upgrade of Keysecure Data Encryption Equipment	2022 CIP BUDGET	90,000.00	-	90,000.00
Relocate the Wyoming Emergency Paging Tower	2022 CIP BUDGET	100,000.00	-	100,000.00
Total 2022 CIP Budget		377,209.10	(7,177.10)	370,032.00
Total Remaining		421,931.10	(14,100.74)	407,830.36
UNALLOCATED				
Description	Source	Budget	Actual	Remaining
2022 Unallocated CIP Funds	2022 CIP BUDGET	175,143.23		
Allocated to HWY on 12/14/21 - Harris Garage Doors	2022 CIP BUDGET	(39,168.24)		135,974.99
Allocated to HWY on 04/06/22 - ARM Mower	2022 CIP BUDGET	(22,012.00)		113,962.99
Allocated to Admin on 06/09/22 - ARM Mower	2022 CIP BUDGET	(100.00)		113,862.99
Total		113,862.99	-	113,862.99
TOTAL ALL DEPARTMENTS		4,240,858.76	(1,339,851.69)	2,678,747.07

CHISAGO COUNTY
ARPA FUNDS
AS OF 07/11/2022

TOTAL ARPA FUNDS		\$	10,989,807.00			
ITEM	ALLOCATED/EARMARKED	SPENT	REMAINING			
ARMER Radios	\$ 3,000,000.00		\$ 3,000,000.00			
Broadband	3,000,000.00	(49,975.00)	2,950,025.00			
Demolition of Old Jail	800,000.00		800,000.00			
School Grants: Vocation Programs	500,000.00	(23,054.22)	476,945.78			
Tax/CAMA Software	250,000.00		250,000.00			
School Grants: Open Use	100,000.00		100,000.00			
Emergency Management/COOP Update	60,000.00		60,000.00			
HVAC Replacement - ECC	59,894.00	(59,894.00)				
County Attorney - FT Media Services Tech	36,006.00		36,006.00			
JACE Controller - Jail	29,600.00	(7,400.00)	22,200.00			
County Attorney - PT Law Clerk	17,156.00	(6,405.00)	10,751.00			
PPE - Jail	13,058.05	(13,058.05)				
Employee Engagement Survey	9,300.00		9,300.00			
Payroll - Public Health	8,189.94	(8,189.94)				
Air Handler - ECC	6,859.09	(6,859.09)				
U of MN Extension Laptops (2)	4,200.00		4,200.00			
LID Canoe, motor and battery	2,132.00		2,132.00			
Baker Tilly Advisors	1,775.00	(1,775.00)				
Laptop - HHS	1,620.27	(1,620.27)				
TOTAL	\$ 7,899,790.35	\$ (178,230.57)	\$ 7,721,559.78			
UNALLOCATED ARPA FUNDS		\$	3,090,016.65			

* Does not include \$40,000 to Hometown Fiber

Harris Public Works and Center City Public Works Facilities Improvements

At the May 11th and June 8th Budget and Finance Committee Meetings, County Engineer Triplett discussed Public Work facility needs for shops in Harris and Center City and how the use of ARPA funds could offset or supplement C.I.P. dollars. The proposed facility work breakdown as follows:

Center City Shop:

- Update/expand both lunchrooms
- Add an office in Maintenance end
- Expand conference room

Harris Shop:

- Construction of wash bay
- Construction of truck building
- Potential parking lot reconstruction

The estimated project cost for these improvements is \$2.7M (this does include some contingencies).

At the June 8th Budget and Finance Committee meeting, the Committee requested the County Engineer get more information.

Attachment(s):

- Kraus-Anderson Construction Management Proposal
- Hagen, Christensen and McIlwain Architects – Proposal for Architectural and Engineering Design Services
- HCM Architects Phase 1 and Phase 2 Improvements Proposals

- Chisago County – Harris and Central Shop Overall Project Budget

Chisago County - Harris and Central Shop Overall Project Budget

Revision Date
5/13/2022

2023		2024	
Description	Harris Shop Wash Bay and Truck Building	Central Shop Expansion & Renovation	Remarks
	Construction- 4 Months	Construction- 3 Months	
Chisago County Revenue			
Utility Rebates			
Other Income			
Interest Earnings			
Total Available Dollars	\$0	\$0	
Construction Costs			
Building Construction			
Sitework, Wash Bay & Truck Building	\$1,116,200	\$234,484	
KA Site Services	\$200,000	\$120,000	Final schedule still needs to be determined
General Conditions	Included Above	Included Above	
Design Contingency 10%	\$111,620	\$23,448	
Construction Contingency 10%	\$142,782.00	\$37,793	
Construction Escalation 18%	\$200,916	\$58,621	
Subtotal	\$1,771,518	\$474,347	
Soft Costs			
Architectural & Engineering Fees	\$148,300	\$70,000	
Construction Manager Fee	\$53,146	\$14,230	
Asbestos Abatement	\$0	\$0	
Construction Manager Site Services	In Above	In Above	
Upgraded Xcel Service (Gas & Electric)	\$0	\$25,000	
Permitting/Plan Review	\$9,000	\$10,000	
Construction Testing / Special inspections	\$11,000	\$3,000	
TAB & Commissioning	\$0	\$0	
Builders Risk Insurance	\$3,000	\$3,000	
Owner Soft Cost Contingency 5%	\$11,222	\$0	
Subtotal	\$235,668	\$125,230	
Owner Costs			
FFE/Equipment	\$0	\$0	By Chisago County
Technology	\$0	\$30,000	FFE
Owner Moving Costs	\$0	\$0	Estimate Allowance
AV Not Included in Plans	\$0	\$0	Estimate Allowance
Owner Cost Contingency 0%	\$0	\$0	Estimate Allowance
Subtotal	\$0	\$30,000	
Total Project Costs	\$2,007,186	\$629,577	\$2,636,763
			Grand Total
Project Balance Available over / (under)	\$2,007,186	\$629,577	
	Phase 1	Phase 2	



June 14, 2022

Mr. Joe Triplett, Director of Public Work / County Engineer
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: *Proposal for Architectural and Engineering Design Services*
Harris Public Works Facility – Phase 1 Improvements

Dear Joe:

Thank you for giving us this opportunity to provide you with a proposal for services for the Design, Construction Documents and Construction Administration services for the proposed Phase 1 Improvements to the Chisago County - Harris Public Works Facility. We understand that this proposal and work scope will be considered the basis for a Contract for Services for the above referenced Project.

These services are for the Phase 1 Improvements to the Harris Facility which include a Vehicle / Equipment Wash Bay Addition to the north end of the existing building and a new 4-Bay Truck Storage Building located to the west of the existing Public Works Building.

Our Project Design Team includes:

- HCM Architects - Team Leader/Manager and Architect of Record (AOR)
- Loucks & Associates – Civil Engineering
- ERA Engineers – Structural Engineers
- Emanuelson Podas - M/E/P

What follows is our detailed understanding of the project and our anticipated services with proposed fees. We greatly appreciate this opportunity to provide you our professional design services. If you have questions regarding this proposal, please don't hesitate to give us a call.

Sincerely,

A handwritten signature in blue ink that reads "Tim McIlwain".

Tim McIlwain, AIA

A. Project Understanding & Scope of Services

Project Understanding

Our understanding is based on our schematic design work for the Harris PW Wash Bay in 2021 and the information you provided for the Harris PW Truck Storage Building. It is our understanding that Kraus Anderson (KA) will be providing construction services as either a Construction Manager (CM) or as a General Contractor (GC) through the Sourcewell Contracting Program. We will work with KA throughout the design and construction process. A summary of Project Scope is as follows:

Harris Public Works Facility

A. Wash Bay Addition – This scope is based on the schematic design work provided by HCM Architects in 2021 (see attached plans). The scope of the addition is:

Site Work Scope:

- New heavy-duty gravel connection to Gladstone Avenue
- New heavy-duty concrete apron (east end)
- Site removals of existing paving (asphalt)
- Site grading and sub-grade prep / compacted sand bed

Building & Systems Scope:

- Single-story – eave heights to match existing
- Pre-cast concrete exterior walls (north, east & west)
- Pre-cast concrete or 8" CMU wall adjacent to existing building
- Steel truss roof structure – slope to match existing
- R-30 roof insulation
- Reinf. Concrete footings – PC to set on footings
- 8" reinforced concrete slab on grade with 8'-0" of perimeter insulation – sloped to trench drain
- Prefinished metal roof and fascias to match existing
- Prefinished gutters and DS's \
- Alternate Cost Item: Skin the PC panels with metal siding to match existing.
- Unit heaters
- Ventilation & CO2 exhaust
- Trench drains and water piping

B. 4-Truck Storage Building – This scope is based on the discussions with you and KA and their cost estimate breakdown for this new building on the existing Harris PW site. The scope of the building is:

Site Work Scope:

- New heavy-duty gravel connection to Gladstone Avenue
- New heavy-duty concrete apron (east end)
- Site removals of existing paving (asphalt)
- Site grading and sub-grade prep / compacted sand bed

Building & Systems Scope:

- Single-story post-frame building with insulated metal exterior
- Concrete slab
- OH doors – (1) per bay
- Unit heaters
- Ventilation & CO2 exhaust
- Trench drains and water piping

Project Scope of Services

The following is a detailed breakdown of the subsequent Project Phases and tasks:

Project Tasks:

- Task 1 Field Verification, Base Building Documentation & Systems Review
- Task 2 Project Design
- Task 4 Construction Documents
- Task 5 Bid Phase
- Task 6 Construction Administration
- Task 7 Project Closeout

Task 1 Field Verification, Base Building Documentation and Systems Review**Scope of Work:**

- Design Team to visit the Harris PW Facility to meet with staff to kick-off the project and field verify, measure and document the existing conditions and systems in the project area.
- Report to County staff on findings of existing conditions and any issues that could affect this Project.

County Staff Responsibilities:

- Provide access to facility and information on existing systems, etc.
- Provide site survey and site information.
- Meet with the Design Team to review findings

Deliverables:

- Base Drawings of existing Conditions
- Report on existing conditions of concern

Task 2 Project Design

Design Team Scope of Work:

- Prepare overall Design Package that shows site work, interior and exterior building design, finishes structural systems and MEP systems.
- Design meetings (3 assumed) with Owner and CM or GC.
- Investigate all pertinent codes, safety regulations – meet with City Building Officials to confirm life safety and accessibility requirements.

County Staff Responsibilities:

- Provide access to facility and information on existing systems, etc.
- Meet with the Design Team to review designs and approve work to begin Construction Documents

Deliverables:

- Design meetings with Owner (assume 3 meetings)
- Design Packages for Harris PW facilities to include:
 - Site Plans, Grading Plans and Utility Plans
 - Building Floor Plans, Ceiling Plans and Roof Plan
 - FFE Plans (*Furniture, Fixtures & Equipment*)
 - Exterior Elevations
 - Structural Schematic Plans
 - Mechanical and Electrical Engineering Schematic Plans
- Project meeting minutes documentation of meetings and presentations.
- Understanding of local, state and federal jurisdiction requirements.
- Assist in developing a Project Construction Cost Estimate with CM or GC.

Task 3 Construction Documents

Design Team Scope of Work:

- Develop the Construction Documents (Drawings and Specifications) for the Project required for the permitting and bidding of the project. These documents to include:
 - Civil Engineering drawings and details for Site Plans, Grading Plans and Utility Plans for Harris PW site.
 - Structural Plans and details for the Wash Bay Addition. Storage Building to be a pre-engineered structure and foundation system – no structural engineering provided.

- Building Floor Plans, Ceilings Plans and Roof Plans
- Finish Plans and Finish Schedules, FFE Plans (*Furniture, Fixtures & Equipment*)
- Exterior Elevations & Exterior Wall Sections and Details
- Interior Elevations, Interior details & Millwork details
- Ceiling Plans & Details
- Mechanical and Electrical Engineering MEP Drawings
- Specifications
- Present the final design to the County and governing agencies for their review and approval.
- Regular project meetings including a 90% final review meeting with County, Design Team and CMA or General Contractor.
- Ongoing review all options of project design/cost objectives.
- Assist in providing a final detailed project cost estimate.

Staff Involvement / Roles –**Primary Responsibilities****County Staff Responsibilities:**

- Meet with the Design Team and Contractor for review and approval
- Attend 90% review meeting of construction documents
- Provide approval to proceed to Bidding and Construction Phases

Deliverables:

- Complete Construction Documents made up of detailed plans and specifications ready for bidding.

Task 4 Project Bidding

Design Team Scope of Work:

- Issue documents to General Contractor for bidding.
- Facilitate Prebid meeting with bidders
- Develop Addenda to the Construction Documents and answer all inquiries about the project as required for the competitive bidding of the project

Deliverables:

- Issuance of Addenda as required, responding to contractor questions
- Review of bids

Task 5 Construction Administration Services

Design Team Scope of Work:

- Facilitate project communication as point person.
- Attend regular construction mtgs. - (10 meetings assumed)
- Review work for compliance w/ construction documents.
- Answer all contractor inquiries regarding the design intent of the documents
- Review shop drawings and product submittals
- Prepare all standard construction phase documentation (RFI's, PR's and ASI's).
- (1) Punch List Review and prepare document

County Staff Responsibilities:

- Payment of approved Applications for Payment
- Attendance at Construction Meetings
- Approval of required changes

Deliverables:

- Timely Submittal and Shop Drawing reviews
- Review of Pay Applications
- Issue Appropriate Change Orders
- Punch list Review & Document

Task 6 Project Closeout:*Design Team Scope of Work:*

- Close-out Review

County Staff Responsibilities:

- Provide all drawing and written documentation for the existing site and buildings.
- Meet with Design Team to close out the Project

Deliverables:

- Project Record Drawings (digital)
- CA Documentation (digital)
- Project Job File (digital)

B. Project Fees

The fees listed below are based on the anticipated hours of professional time per task multiplied by the hourly rates for each team member for architectural, interiors, mechanical, electrical and structural engineering design services. The fees will be billed on an hourly not to exceed basis.

Professional Design Fees

HCM	Architectural / Team Leader	\$94,500
Loucks	Civil Engineering	\$16,500
ERA	Structural Engineering	\$6,000
EP	M/E/P Engineering	\$30,000
Professional Design Fees		\$147,000
Estimated Reimbursables		\$1,300
TOTAL		\$148,300

HCM Architects Billable Rates - 2022

HCM Architects P.A. currently employees the following personnel at the following rates:

Staff	Billable Rate
Principal Architect 1	\$190.00 / hour
Principal Architect 2	\$170.00 / hour
Architect	\$150.00 / hour
Architectural Staff	\$130 - \$140.00 / hour

Additional Services

The following are not included in the services and fees listed above and are to be considered additional services. These services can be provided on an hourly basis depending on staff level at your request.

- Survey (provided by County)
- Building and Systems Commissioning
- Energy Modeling
- Additional CA meetings beyond those listed above
- Acoustical Design
- Geotechnical Testing and Engineering

Reimbursable expenses such as printing, mileage, courier services will be billed at 1.0 times costs. Again, we thank you for this opportunity to work on this exciting project with you.

Sincerely,

Tim McIlwain, AIA

Acceptance

If this proposal meets with your approval, please indicate your authorization to proceed by signing the ACCEPTED BY and returning a copy to us. Should this proposal not be accepted within 60 days from the date of proposal or should the scope of the project or services vary from the stated assumptions, Hagen, Christensen & McLwain Architects reserves the right to review and update this proposal as necessary.

ACCEPTED BY: _____

DATE: _____



June 14, 2022

Mr. Joe Triplett, Director of Public Work / County Engineer
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: *Proposal for Architectural and Engineering Design Services*
Center City Public Works Facility – Phase 2 Improvements

Dear Joe:

Thank you for giving us this opportunity to provide you with a proposal for services for the Design, Construction Documents and Construction Administration services for the proposed Phase 2 Improvements to the Chisago County Center City Public Works Facility. We understand that this proposal and work scope will be considered the basis for a Contract for Services for the above referenced Project.

These services are for the Phase 2 Improvements to the Center City Public Works Facility includes a small addition to the south of the existing Lunch Room / Entry to expand this area as well as a new office and some interior remodeling to a Conference Room.

Our Project Design Team includes:

- HCM Architects - Team Leader/Manager and Architect of Record (AOR)
- Loucks & Associates – Civil Engineering
- ERA Engineers – Structural Engineers
- Emanuelson Podas - M/E/P

What follows is our detailed understanding of the project and our anticipated services with proposed fees. We greatly appreciate this opportunity to provide you our professional design services. If you have questions regarding this proposal, please don't hesitate to give us a call.

Sincerely,

Tim McIlwain, AIA

HAGEN, CHRISTENSEN & MCILWAIN ARCHITECTS

4201 Cedar Avenue S. | Minneapolis, MN 55407 | 612.904.1332 | HCMarchitects.com

A. Project Understanding & Scope of Services

Project Understanding

Our understanding is based on the concept plan and construction cost information you provided for the Center City addition and renovation work. It is our understanding that Kraus Anderson (KA) will be providing construction services as either a Construction Manager (CM) or as a General Contractor (GC) through the Sourcewell Contracting Program. We will work with KA throughout the design and construction process. A summary of Project Scope is as follows:

Center City Public Works Facility

- A. Break Room / Entry/Office Addition** – This scope is based on the discussions with you and KA and their cost estimate breakdown for this addition to the existing Center City PW building. The scope of the addition and remodeling is:

Site Work Scope:

- Existing transformer – relocated by Owner and Utility provider
- New walkways and site landscaping at perimeter
- Site grading and sub-grade prep / compacted sand bed

Building & Systems Scope:

- Single-story post-framed type building addition – eave heights to match existing with insulated metal exterior
- Remodeling of existing Break Room counters and finishes
- Remodeling to an existing Conference Room block and office.

Project Scope of Services

The following is a detailed breakdown of the subsequent Project Phases and tasks:

Project Tasks:

- Task 1 Field Verification, Base Building Documentation & Systems Review*
Task 2 Project Design
Task 4 Construction Documents
Task 5 Bid Phase
Task 6 Construction Administration
Task 7 Project Closeout

Task 1 Field Verification, Base Building Documentation and Systems Review

Scope of Work:

- Design Team to visit the Center City PW Facility to meet with staff to kick-off the project and field verify, measure and document the existing conditions and systems in the project area.
- Report to County staff on findings of existing conditions and any issues that could affect this Project.

County Staff Responsibilities:

- Provide access to facility and information on existing systems, etc.
- Provide site survey and site information.
- Meet with the Design Team to review findings

Deliverables:

- Base Drawings of existing Conditions
- Report on existing conditions of concern

Task 2 Project Design*Design Team Scope of Work:*

- Prepare overall Design Package that shows site work, interior and exterior building design, finishes, structural systems and MEP systems.
- Design meetings (2 assumed) with Owner and CM or GC.
- Investigate all pertinent codes, safety regulations – meet with City Building Officials to confirm life safety and accessibility requirements.

County Staff Responsibilities:

- Provide access to facility and information on existing systems, etc.
- Meet with the Design Team to review designs and approve work to begin Construction Documents

Deliverables:

- Design meetings with Owner (assume 2 meetings)
- Design Packages for Center City PW Facility to include:
 - Site Plans, Grading Plans and Utility Plans
 - Building Floor Plans, Ceiling Plans and Roof Plan
 - FFE Plans (*Furniture, Fixtures & Equipment*)
 - Exterior Elevations
 - Structural Schematic Plans
 - Mechanical and Electrical Engineering Schematic Plans
- Project meeting minutes documentation of meetings and presentations.
- Understanding of local, state and federal jurisdiction requirements.
- Assist in developing a Project Construction Cost Estimate with CM or GC.

Task 3 Construction Documents*Design Team Scope of Work:*

- Develop the Construction Documents (Drawings and Specifications) for the Project required for the permitting and bidding of the project. These documents to include:
 - Civil Engineering drawings and details for Site Plans and Grading Plans.
 - Structural Plans and details for the addition based on post-frames type construction.
 - Building Floor Plans, Ceilings Plans and Roof Plans
 - Finish Plans and Finish Schedules, FFE Plans (*Furniture, Fixtures & Equipment*)
 - Exterior Elevations & Exterior Wall Sections and Details
 - Interior Elevations, Interior details & Millwork details
 - Ceiling Plans & Details
 - Mechanical and Electrical Engineering MEP Drawings
 - Specifications
- Present the final design to the County and governing agencies for their review and approval.
- Regular project meetings including a 90% final review meeting with County, Design Team and CMA or General Contractor.
- Ongoing review all options of project design/cost objectives.
- Assist in providing a final detailed project cost estimate.

*Staff Involvement / Roles –**Primary Responsibilities**County Staff Responsibilities:*

- Meet with the Design Team and Contractor for review and approval
- Attend 90% review meeting of construction documents
- Provide approval to proceed to Bidding and Construction Phases

Deliverables:

- Complete Construction Documents made up of detailed plans and specifications ready for bidding.

Task 4 Project Bidding

Design Team Scope of Work:

- Issue documents to General Contractor for bidding.
- Facilitate Prebid meeting with bidders
- Develop Addenda to the Construction Documents and answer all inquiries about the project as required for the competitive bidding of the project

Deliverables:

- Issuance of Addenda as required, responding to contractor questions
- Review of bids

Task 5 Construction Administration Services

Design Team Scope of Work:

- Facilitate project communication as point person.
- Attend regular construction mtgs. - (6 meetings assumed)
- Review work for compliance w/ construction documents.
- Answer all contractor inquiries regarding the design intent of the documents
- Review shop drawings and product submittals
- Prepare all standard construction phase documentation (RFI's, PR's and ASI's).
- (1) Punch List Review and prepare document

County Staff Responsibilities:

- Payment of approved Applications for Payment
- Attendance at Construction Meetings
- Approval of required changes

Deliverables:

- Timely Submittal and Shop Drawing reviews
- Review of Pay Applications
- Issue Appropriate Change Orders
- Punch list Review & Document

Task 6 Project Closeout:

Design Team Scope of Work:

- Close-out Review

County Staff Responsibilities:

- Provide all drawing and written documentation for the existing site and buildings.
- Meet with Design Team to close out the Project

Deliverables:

- Project Record Drawings (digital)
- CA Documentation (digital)
- Project Job File (digital)

B. Project Fees

The fees listed below are based on the anticipated hours of professional time per task multiplied by the hourly rates for each team member for architectural, interiors, mechanical, electrical and structural engineering design services. The fees will be billed on an hourly not to exceed basis.

Professional Design Fees

<i>HCM</i>	<i>Architectural / Team Leader</i>	<i>\$38,000</i>
<i>Loucks</i>	<i>Civil Engineering</i>	<i>\$7,000</i>
<i>ERA</i>	<i>Structural Engineering</i>	<i>\$4,500</i>
<i>EP</i>	<i>M/E/P Engineering</i>	<i>\$11,500</i>
<i>Professional Design Fees</i>		<i>\$61,000</i>
<i>Estimated Reimbursables</i>		<i>\$1,300</i>
<i>TOTAL</i>		<i>\$62,300</i>

HCM Architects Billable Rates - 2022

HCM Architects P.A. currently employees the following personnel at the following rates:

<u>Staff</u>	<u>Billable Rate</u>
Principal Architect 1	\$190.00 / hour
Principal Architect 2	\$170.00 / hour
Architect	\$150.00 / hour
Architectural Staff	\$130 - \$140.00 / hour

Additional Services

The following are not included in the services and fees listed above and are to be considered additional services. These services can be provided on an hourly basis depending on staff level at your request.

- Survey (provided by County)
- Building and Systems Commissioning
- Energy Modeling
- Additional CA meetings beyond those listed above
- Acoustical Design
- Geotechnical Testing and Engineering

Reimbursable expenses such as printing, mileage, courier services will be billed at 1.0 times costs.

Again, we thank you for this opportunity to work on this exciting project with you.

Sincerely,

Tim McLwain, AIA

Acceptance

If this proposal meets with your approval, please indicate your authorization to proceed by signing the ACCEPTED BY and returning a copy to us. Should this proposal not be accepted within 60 days from the date of proposal or should the scope of the project or services vary from the stated assumptions, Hagen, Christensen & McLwain Architects reserves the right to review and update this proposal as necessary.

ACCEPTED BY: _____

DATE: _____

July 13th, 2022

County Administrator Analysis



2023 Budget Presentations Handout

Budget Presentation Schedule

- 1) Recorder's Office, pg. 3
- 2) Assessor's Office, pg. 5
- 3) Auditor-Treasurer's Office, pg. 6
- 4) Chisago County Attorney's Office pg. 8
- 5) Probation Office, pg. 10
- 6) Administration/Human Resources, pg. 12



Chisago County Recorder

The Recorder's Office is responsible for all the real estate records for properties located in Chisago County. Permanent records of deeds, mortgages and other various real estate records are recorded / filed in this office. All documents are examined to ensure they contain the required information. Another important function of the Recorder's Office is to protect and issue certified copies of birth and death records.

Responsibilities

Real Estate Documents

- Abstract Property Records
- Torrens Property Records
- Search Property Records online using LandShark Tract Index and LandShark GIS Map

Vital Statistics

- Birth and Death Records
- Marriage Certificates
- Marriage Application
- Historic Marriage Records

Other

- Military Discharge Registrations
- Notary Registration
- Ordination Registration

Staff

FT County Recorder – Karen Long

FT Sr. Deputy Recorder Lead – Melanie Carpentier

FT Deputy Recorder II – Raechel Cagle

2 FT Deputy Recorder I – Ashley Giem and Michelle Marsala

TOTAL STAFF = 5

Budget

The 2023 Proposed 'Recorder' expenditure budget is **\$18,450** without Salaries/Benefits included. However, the Recorder is budgeting \$600,000 in revenue.

The 'Recorder' total budget includes the following **expenses**: Salaries and Wages, Conferences, Trainings and Dues, Legal Services, Mileage, Office Supplies, Recorders Technology Fund, Recorders Compliance Expenditures and Refunds.

The 'Recorder' budget does not increase any expenditures for 2023. The largest expenditure is 'Salaries and Wages.' The salaries/benefits increase will be determined by labor negotiations.

'Recorder' budget has the following **revenues**: Fees and Charges, Vital Statistics and Recorder Compliance/Technology Fund.



The 'Recorder' has reduced the revenues for 'Fees and Charges.'

County Recorder Narrative:

Fees & Charges- Document recording appears to be slowing down and is similar to what it was in 2020. For this reason, I feel we should take a conservative approach to estimating revenues for recording fees and related services.

Vitals- Vitals revenues appear to be relatively constant over the last several years. As the Real ID deadline is approaching (again), there will continue to be a need for both Birth and Marriage Certificates. Thus, I feel that carrying over that number for such revenues makes sense.

It is still a goal of this department to index our digitally imaged documents to make them more accessible to the public using our land records. Doing this would help revenues from LandShark continue to increase. In 2023 I will begin performing marriage ceremonies out of this office as an additional service to our residents as well as a source of revenue for the County. All of the fees charged for performing marriages are kept in this office and not shared with the state.



Chisago County Assessor's Office

In Minnesota, property taxes provide most of the funding for local government services. Each property's share of taxes is determined according to its value, classification (use), and the property tax levies.

Chisago County assessors are responsible for estimating property values and setting property classification for tax purposes. The County Assessor's office sends the property valuation (Value Notice) each spring to every property owner in Chisago County. The office administers a variety of property tax credit programs including Homestead, Green Acres, and Disaster Tax Credit. We address property valuation concerns and appeals and provide assessment and value information to the County Board, local boards of review, and to the public.

Staff

FT County Recorder – Daryl Moeller

FT Assistant County Recorder/CAMA – Chase Peloquin

6 FT Senior Deputy Assessors – John Denney, Richard Koons, Sheriann Labuhn, Patrick Poshek, Eric Wuotila, VACANT

FT Assessment Assistant I – Tami Schroeder

TOTAL STAFF = 9

Budget

The 2023 Proposed 'Assessor' expenditure budget is **\$59,400** without Salaries/Benefits included.

'Assessor' budget has the following **expenses**: Salaries and Wages, Publications, Publicity Subscriptions, Advertising, Conferences, Trainings and Dues, Contract Services, Mileage, Office Supplies, Gas and Oil, Repairs, Vehicles Leases, Miscellaneous Expense

The expenditure budget is reduced \$4,500 in office supplies expenditures and increased a total of \$2,924 for 2023.

The 'Assessor' Budget has increased due to inflationary costs (printing, licenses, memberships) and the request to add another vehicle lease, and the gas and oil costs associated with the request. The additional vehicle will give the Assessor's Office 3 total vehicles. Adding a lease vehicle, reduces the amount the department spends on mileage reimbursements. Due to the equity in the current County fleet vehicles, the County Assessor can add an additional for <\$100 in lease payments.

'Assessor' budget has \$0 **revenues**. Each County is required to provide Assessment Services, an UNFUNDED MANDATE.

The Assessor's Office is losing 30+ year Sr Deputy Assessor Lyn Regenauer.



Chisago County Auditor-Treasurer

The Auditor-Treasurer's Office is responsible for...

- The financial records of the county including accounts payable, accounts receivable, preparation and publication of the County Financial Statement.
- Administration and issuance of county auctioneer, precious metals, tobacco, beer, liquor licenses and firework permits
- Collection of current and delinquent mobile home and real estate property taxes
- Address changes/corrections to the tax system
- Forfeiture of property and public auctions for those properties
- Collection and distribution of mortgage registration (MRT), state deed (SDT) taxes
 - MRT is determined by a .0023 multiplier against the mortgage amount
 - SDT is determined by a .0033 multiplier against the purchase price unless the consideration is \$3000 or less in which SDT is \$1.65
- Investments, bank account reconciliation and the mailing function for the county offices
- The County Auditor-Treasurer also serves as the chief election official for the county, conducting all county and state elections including the responsibilities of voter registration, ballot layout and absentee voting

Staff

FT County Auditor-Treasurer – Bridgitte Konrad

FT Chief Deputy Aud/Treasurer – Kristin Waddell

2 FT Deputy Aud/Treasurer III – Kim Doherty and Amy Lombardo

3 FT Deputy Aud/Treasurer II – Julie Bocklund, Nancy Carlson, and Gretchen Stans

FT Sr. Deputy Auditor – VACANT

TOTAL STAFF = 8

- The VACANT position has been vacant for multiple years.

Budget

'Auditor-Treasurer' budget has the following expenses: Auditor, Audit, Elections, Other General Govt., Non-County Income/Expense, E911 Fund, Economic Development, Self Insurance Fund, County Ditches, Debt – Road Debt Payments, Debt – HHS Debt Payments, Debt – Library Bonds, Jail Bonds 2016/17, Debt – Business Park Bonds, Debt – Capital Projects 2010 (800 mz), Debt – Public Safety Center II Project Bonds

'Auditor-Treasurer' budget has the following revenues: Auditor, Treasurer, Elections, Other General Government, Non County Income/Expense, E911 Funds, Self Insurance – Other General Government, County Ditches, Jail Bonds 2016/17, Debt – Business Park Bonds, Property Tax – All Funds



County Auditor-Treasurer Narrative:

There are minor changes to the 2023 budget. Notable changes would be that \$10,000 was moved from contract services in the Auditor-Treasurer budget to the Audit budget. In addition, there is an increase in the Audit budget in anticipation of new GASB standards and because we will be subject to a single audit on the Federal ARPA funds. There were slight inflationary increases to our election equipment maintenance contracts.

Debt levies will be decreasing \$184,000 in 2023.



Chisago County Attorney's Office

The Chisago County Attorney's Office serves as chief legal counsel for the Chisago County Board of Commissioners, the various departments established and maintained by the Board of Commissioners, and to such committees of the Board as appropriate.

The Office represents the County before the courts of this state, the United States, and other jurisdictions where authorized. The Office also appears on behalf of the County before such agencies, commissions, Boards and other organizations before whom the county has business.

The Chisago County Attorney's Office serves as the chief prosecutor for all felony, gross misdemeanors and juvenile offenses committed within Chisago County. In addition, the office prosecutes misdemeanors and petty misdemeanors which occur within the County.

The County Attorney's Office vigorously prosecutes all criminal and juvenile matters within its authority in a manner that ensures due process and equal protections to the victim, the accused and the citizenry at large.

The County Attorney plays an important role in seeking new laws to strengthen law enforcement, criminal justice, child protection, victim's rights, and other areas. The County Attorney also participates in efforts to prevent or reduce crime in the local communities and statewide.

Staff

FT County Attorney – Janet Reiter (Elected)

2 FT Assistant County Attorney II – David Classen and Aimee Cupelli

7 FT Assistant County Attorney I – Jeffrey Fuge, Thomas Gehrz, Kathryn Kelly, John Lovasz, Julie Matucheski, Scott May, Maragarete Owen

FT Office Manager – Christine Samuelian

FT Victim Witness Coordinator – Andrea Story

FT Victim Witness Secretary – Jodi Byers

2 FT Legal Assistants – Kimberly Elfelt and Nicole Kuhn

FT Para Legal – Daniel Ferguson

PT Office Support – Cory Ruona

FT Case Aide – Angelia Oscarson

TOTAL STAFF = 16.5

Budget

The 2023 Proposed 'County Attorney' expenditure budget is increasing **\$5,350** from 2022 without Salaries/Benefits included. It is noted that the Office will hire an additional Assistant County Attorney for 2023, with an expected increase of approximately \$122,000 in salary and benefits.

'County Attorney' budget has the following expenses in addition to salary/benefits: Photocopying and Duplicating, Publications, Publicity Subscriptions, Conferences, Trainings, Other Professional Services, Equipment Maintenance, Mileage, Rental and Services Agreements, Sales Tax, Office Supplies, Miscellaneous Expenses, Restorative Justice Program



'County Attorney' budget has the following **revenues**: State Grants, Crime Victim Assistance – Federal, Child Support Motion Fee, Miscellaneous Revenue, Welfare Reimbursement, County Share of Fines, Forfeitures

County Attorney Narrative:

Revenues – The service provided by this office is governed almost entirely by statute and thus we currently have no discretionary or additional revenue generating programs to offer. The Chisago County Attorney's Office has three main avenues of revenue other than levy dollars. 1) The County Attorney's Office receives a yearly grant from Minnesota Department of Public Safety (DPS) Office of Justice Programs for Victim Services. The grant process is competitive, and funds are applied for every two years (Code 5500). These resources help to offset a portion of victim-witness staff salaries and certain specific victim-related expenses. These victim services are statutorily mandated. 2) The County Attorney's Office has a yearly contract (July 2021 through July 2022) with the Department of Corrections (DOC) for up to \$8,000 for prosecutorial services related to offenses committed at MCF-Rush City (prison), which is billed to DOC monthly. The contract for FY 2022 fiscal year is set at \$8,000 (Code 5561- 3) The Office receives reimbursement for legal services related to Federal IV-D Child Support Enforcement and which has remained relatively stable over the years. (Code 5598). This is billed quarterly and currently is roughly \$45,000 annually. This decrease in revenue reflects the number of cases being brought before the Court, due to both the Global Pandemic and the Court's ability to accommodate these cases.

Expenses – The most significant expenses of the County Attorney's Office are salaries, wages and benefits which generally account for approximately 90% or more of our total annual expenses. The expenses over which the Office has some discretion are the Professional Services line item. This is the largest and the one that fluctuates most drastically from year to year based solely upon the cases handled. This category covers expenses and fees related to experts and witnesses needed both to prepare for trial and to testify at trial, and varies greatly depending upon the cases, the need for such experts, and the hourly rates and expenses of those experts. Increases have been added to the line items for professional dues and subscriptions as those costs continue to mount through 2022. These increases for 2022 were due, in part, to the addition of enhanced search services utilizing Westlaw. In addition, the County Attorney's Office has not been immune to the "great resignation" of 2022 and, while we occasionally have some vacancy savings, also have been laboring with a greatly reduced staff and an ever-increasing load as the Courts continue to modify procedures, requiring additional labor for our team. Our staff of attorneys, victim witness coordinators and legal assistants routinely put in far more than 40-hour work weeks in an effort to meet the ever-changing demands of the judicial system. At the May Budget and Finance Committee Meeting, this Office presented the request for an additional assistant County Attorney Position to commence January 2023. This request is due to the uptick in the complexity of cases as well as a significant change in the type of evidence that must be processed in handling the cases that may go to trial. This position would add an additional \$80,829 in wages, plus benefits, to this Office's expenses.



Chisago County Probation Office

The Probation Department provides the Chisago County District Court with a variety of services under the authority of Minnesota Statute 244.19. Services include, but are not limited to:

- Pre-Trial Bail Evaluations
- Coordinating the placement of clients in appropriate community and residential programs.
- Pretrial Supervision
- Providing probation supervision to:
 - Adult Misdemeanor and Gross Misdemeanor Offenses
 - All Juvenile Offenses
- Veterans Supervised Program
- Providing the court with necessary reports, such as:
 - Domestic Abuse Investigations
 - Mental Health Screens
 - Pre-Dispositional Reports and Pre-Sentence Investigations
 - Probation Violation Reports
 - Adult Certification and E.J.J. Reports
 - Review and Discharge Reports

In addition, we refer clients to selected education and treatment programs based on their individual needs, attend staff meetings at schools and residential programs, provide electronic monitoring of cases, and ensure that selected clients receive random drug and alcohol testing.

When providing these services, this department strives to maintain a balance of providing public safety, community restoration and restitution, and client competency building.

All of these and other services are provided under the direction of the Chisago County District Court and within Minnesota statutes.

Staff

FT Probation Director – Mark Hendrickson

FT Probation Supervisor – Marnie

FT Career Corrections Agent – Jessica

5 FT Corrections Agent Sr. – Jessica, Nicolas, Brett, Rose, Amanda

2 FT Corrections Agent - Prob – Zachary, Samantha

FT Office Support – Stephanie

TOTAL STAFFING = 11

Budget

The 2023 Proposed 'Probation' budget has increased expenditures \$2,680 without Salaries/Benefits included for 2023.

'Probation' budget has the following expenses: Conferences, Trainings, Mileage, Office Supplies, Gas and Oil, Vehicle Leases, Miscellaneous Expenses, Assessment Expenses, Contracts



The Office is requesting to increase the training budget by \$1,000 and to add two ARMER radios for staff safety.

'Probation' budget has the following revenues: Probation Salary Reimbursement, Cd Assessment Charges, Intensive Supervision Service Fee, Probation Service Fees, Domestic Abuse Fee, Miscellaneous Revenue, Pretrial Fee, DWC-COG, Testing, Welfare Reimbursement

Due to a lack of action by the MN Legislature, all the revenue the Office receives has remained flat from 2022.



Administration and Human Resources

The Administration Office provides central administration to all County Departments. The Administrator is responsible for the overall management of county operations, and for carrying out all decisions, policies, ordinances and resolutions of the Board of Commissioners.

The Administrator also is responsible for the preparation and execution of the county budget, including a long-range capital expenditure plan, and serves as the purchasing agent for the county. The County Administrator serves at the pleasure of the County Board.

The Human Resources Department assists all departments in the attraction and retention of qualified, productive, and customer-focused employees. The department focuses its efforts on our most valuable assets, our employees.

The department:

- Manages a variety of employee programs such as training and development, benefits, safety programs, workers' compensation, the Employee Assistance Program, and the Employee Recognition Program
- Recruits in accordance with equal employment opportunity principles
- Serves as the central point for employee relations, labor relations, and risk management services

The department has the responsibility for employee records management, policy administration, and technical support to departments, classification and compensation programs, staffing, payroll, and labor relations programs.

Staff

FT County Administrator – Chase Burnham

FT Human Resource Director – Karen Gates

FT HR Assistant/Payroll Specialist – Sabrina Sacher

FT HR Assistant/Clerk of the Board – Christina Vollrath

FT Collections Officer – Danielle Riehle

.4 Office Support Specialist – VACANT (position is .6 Parks Division Office Support) – Up to \$25,000 per year

TOTAL STAFF = 5.4

Budget

'County Administrator' budget has the following expenses: Board of Commissioners, Law Library, County Administrator, Central Services, Contingency, Historical Society, Library, Agricultural Society, County Extension, Soil and Water Conservation District, and Capital Improvement Plan.

'County Administrator' budget has the following revenues: Law Library, County Administrator, Central Services, Soil and Water Conservation District, and Capital Improvement Plan.



2022 Department Highlights

- 1) Baker Tilly – Complete Compensation Study
- 2) Implementation of UKG Payroll/Employee Benefits Software
- 3) Negotiations with all Bargaining Units
- 4) Employee Review via UKG System Creation
- 5) US Highway 8 – Federal and State Bonding
- 6) Clifton Larson Allen – Information Technology Assessment
- 7) Employee Engagement Survey
- 8) TKDA – ‘Old Jail and Whitehouse’ Building Destruction Project Development
- 9) ‘Active’ Up to Date Salary Budget Document – UKG

County Administrator Narrative:

The County Administrator Budget has the following changes for 2023, all other changes relate to salaries/insurance/benefits;

Historical Society = INC \$14,790 - has requested increase due to wanting new HVAC and renovated storage area

County Program Aid = DEC \$62,525 or 1.99% decrease - decide by MN Legislature

SWCD = a 'general allocation request of \$200,000,' annually SWCD receives \$62,000 in general allocation), this is an increase from prior years of \$100,000. (**Attachment 1**)

At time of the budget due date, no budget numbers from ECRLB, and Agricultural Society

The County Administrator Budget is primarily dependent on salaries (and health insurance), contingency fund (budgeting decision by the Board of Commissioners), amount of official publications required (newspaper costs), and paper costs (office supplies).



ATTACHMENT 1

Date: June 16, 2022

To: County Administrator Chase Burnham and Chisago County Board of Commissioners

Re: 2023 Chisago Soil and Water Conservation District Budget Request

On June 14th the Chisago Soil and Water Conservation District Board of Supervisors adopted their 2023 preliminary budget. Our 2023 preliminary budget is \$1,782,317 and includes a Chisago County general allocation request of \$200,000. Our 2023 budget includes maintaining an office of 5.75 FTE employees, this includes four Technical staff, one ¾ time Administrative Assistant (who also serves ¼ as the County Master Gardener Coordinator at our office) and one District Administrator.

We appreciate the County base allocation and utilize these funds to leverage additional state and federal funds to implement local conservation programs that protect and enhance the natural resources of Chisago County, while protecting our local economy, tax base and quality of life. Since 2011 we have:

- received 24 state Clean Water Fund grants totaling over \$4M (average of \$400K/yr.) to implement conservation and water quality projects throughout Chisago County.
- provided over \$7M (average of \$700K/yr.) in local, state and federal dollars to County landowners to implement conservation projects resulting in cleaner water and productive land.
- received on average \$62K in County general allocation. This represents, on average, a greater than 11:1 return on the County Board's investment for County residents.

Under State Statutes 103c, SWCDs do not have taxing authority and are reliant on a combination of local, state and federal dollars to fund the SWCD. Currently, about 83% of our funding comes through a combination of State funding sources, most of which are 2- or 3-year grants. Unfortunately, our 2022 and 2023 state base funding has seen a decrease of 6.3%. Under the current Chisago County master wage schedule and employee health insurance benefits package (which we have adopted since 2007) we have budgeted a 6.2% and 8.5% increase in personnel cost for 2022 and 2023, this represents the largest area of shortfall in our 2023 budget. Our State funding is currently not providing the adequate funding to maintain our current staffing levels to meet the needs of Chisago County landowners and natural resources.

Again, we appreciate the continued support by the County and look forward to working together on developing a budget that will work for both Chisago County and the SWCD. Feel free to contact me with any questions related to our 2023 preliminary budget, including our Chisago County general allocation request.

Sincerely,

Craig Mell

District Administrator



Recorder

Budgets Responsible for:
Recorder
Recorder Compliance/Technology

Narrative:

Fees & Charges Document recording appears to slowing down and is similar to what it was in 2020. For this reason, I feel we should take a conservative approach to estimating revenues for recording fees and related services.

Vitals- Vitals revenues appear to be relatively constant over the last several years. As the Real ID deadline is approaching (again), there will continue to be a need for both Birth and Marriage Certificates. Thus, I feel that carrying over that number for such revenues makes sense.

It is still a goal of this department to index our digitally imaged documents to make them more accessible to the public using our land records. Doing this would help revenues from LandShark continue to increase. In 2023 I will begin performing marriage ceremonies out of this office as an additional service to our residents as well as a source of revenue for the county. All of the fees charged for performing marriages are kept in this office and not shared with the state.

****Note - Department Budget does not include salary expenses. Only non-salary expenses are shown.**

Recorder

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Itemization Detail	Description	Adjustments	Proposed 2023 Budget
01-101 Recorder	01-101-0000-000-5507	Revenues	Fees And Charges	(212,134)	(212,879)	(275,894)	(302,023)	250,000				250,000
01-101 Recorder	01-101-0000-000-5551	Revenues	Vital Statistics	(33,601)	(34,195)	(35,267)	(36,802)	35,000				35,000
01-101 Recorder	01-101-0000-000-5561	Revenues	Miscellaneous Revenue	(1,662)	(896)	-	-	-				-
				\$ (247,397)	\$ (247,970)	\$ (311,161)	\$ (338,825)	\$ 285,000				\$ 285,000

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Itemization Detail	Description	Adjustments	Proposed 2023 Budget
01-101 Recorder	01-101-0000-000-6245	Expenses	Conferences, Training And Dues	4,211	3,035	500	2,311	4,000				4,000
01-101 Recorder	01-101-0000-000-6278	Expenses	Legal Services	7,700	7,700	7,700	7,700	7,700				7,700
01-101 Recorder	01-101-0000-000-6330	Expenses	Mileage	262	34	-	-	250				250
01-101 Recorder	01-101-0000-000-6400	Expenses	Office Supplies	1,667	2,681	4,057	3,158	3,500				3,500
01-101 Recorder	01-101-0000-000-6610	Expenses	Recorders Technology Fund	-	-	1,500	1,500	1,500				1,500
01-101 Recorder	01-101-0000-000-6611	Expenses	Recording Compliance Expenditures	-	80,630	-	37,310	-				-
01-101 Recorder	01-101-0000-000-6803	Expenses	Refunds	15	73	-	15	-				-
				\$ 13,854	\$ 94,152	\$ 13,757	\$ 51,993	\$ 16,950				\$ 16,950

Recorder Compliance/Technology

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-103 Recorder Compliance/Technology	01-103-0000-000-5504	Revenues	Recording Process Compliance Fee	(113,861)	(117,193)	(154,132)	(171,138)	165,000				165,000
01-103 Recorder Compliance/Technology	01-103-0000-000-5505	Revenues	Recorders Technology Fee	(103,510)	(106,520)	(140,153)	(155,580)	150,000				150,000
				\$ (217,371)	\$ (223,713)	\$ (294,285)	\$ (326,718)	\$ 315,000			\$ 78,225	\$ 315,000

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-103 Recorder Compliance/Technology	01-103-0000-000-6610	Expenses	Recorders Technology Fund	142,077	165,899	124,569	110,641	1,500				1,500
01-103 Recorder Compliance/Technology	01-103-0000-000-6611	Expenses	Recording Compliance Expenditures	5,623	49,568	28,075	25,675	-	3rd & final installment was paid in 2021			-
01-103 Recorder Compliance/Technology	01-103-0000-000-6803	Expenses	Refunds	21	105	-	21	-				-
				\$ 147,720	\$ 215,572	\$ 152,644	\$ 136,337	\$ 1,500			\$ -	\$ 1,500

Assessor

Budgets Responsible for: Assessor

Narrative:

****Note - Department Budget does not include salary expenses. Only non-salary expenses are shown.**

Assessor

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
Assessor	01-050-0000-000-6235	Expenses	Publications, Brochures, Subs.	80	45			500				1,100
Assessor (Itemization)	01-050-000-0000-6235	Expenses	Publications, Brochures, Subs.									
Assessor	01-050-0000-000-6242	Expenses	Publications, Brochures, Subs.	2,499	4,285	3,535	2,054	3,200	Office Newspaper and Income Capitalization Publication Quarterly	500		
Assessor	01-050-0000-000-6242	Expenses	Publicity Subscriptions And Dues						MAAO Membership, Region 3	1,100	1,800	5,000
Assessor	01-050-0000-000-6243	Expenses	Advertising	116	93	216		100	Membership, MN Assessor License, Hennepin County Commercial Exchange, MLS			
Assessor	01-050-0000-000-6245	Expenses	Conferences, Training And Dues	9,912	6,292	11,052	5,394	8,000	Homestead Notice, Job Postings		50	250
Assessor	01-050-0000-000-6273	Expenses	Contract Services	458		41,800		20,000	Required License Courses, Summer Seminars, Fall Conference, PACE, Ethics, New Employee Training - Cost of class, mileage, hotel		900	8,900
Assessor	01-050-0000-000-6330	Expenses	Mileage	1,611	3,714	2,127	3,165	3,000	Tax Court Appraisals, Litigation			20,000
Assessor	01-050-0000-000-6350	Expenses	Sales Tax						Mileage Reimbursement - Quintile		(1,000)	2,000
Assessor	01-050-0000-000-6400	Expenses	Office Supplies	5,577	5,057	5,421	5,109	5,000	Inspections, Training, Meetings			
Assessor	01-050-0000-000-6411	Expenses	Operating Supplies					500	Supplies for the office		(4,500)	500
Assessor	01-050-0000-000-6561	Expenses	Gas And Oil	1,639	1,931	734	1,486	2,000	Valuation Notices/Mailing		4,500	5,000
Assessor	01-050-0000-000-6562	Expenses	Repairs	1,368	3,823			100	Adding third vehicle		500	2,500
Assessor	01-050-0000-000-6601	Expenses	Furniture And Equipment									100
Assessor	01-050-0000-000-6630	Expenses	Vehicle Leases	13,684	12,664	8,361	9,025	13,726	Lease for 3 Vehicles			13,800
Assessor	01-050-0000-000-6802	Expenses	Miscellaneous Expenses	17				250				250
				\$ 36,961	\$ 37,904	\$ 73,245	\$ 26,233	\$ 56,476		\$	\$ 2,924	\$ 59,400

County Attorney

Budgets Responsible for: County Attorney
County Attorney Furliture

Narrative:

Revenues - The service provided by this office is governed almost entirely by statute and thus we currently have no discretionary or additional revenue generating programs to offer. The Chicago County Attorney's Office has three main avenues of revenue other than levy dollars. 1) The County Attorney's Office receives a yearly grant from Minnesota Department of Public Safety (DPS) Office of Justice Programs for Victim Services. The grant process is competitive, and funds are applied for every two years (Code 5500). These resources help to offset a portion of victim-witness staff salaries and certain specific victim-related expenses. These victim services are statutorily mandated. 2) The County Attorney's Office has a yearly contract (July 2021 through July 2022) with the Department of Corrections (DOC) for up to \$6,000 for prosecutorial services related to offenses committed at MCP-Much City (prison), which is billed to DOC monthly. The contract for FY 2022 fiscal year is set at \$6,000 (Code 5561). 3) The Office receives reimbursement for legal services related to Federal IV-D Child Support Enforcement and which has remained relatively stable over the years. (Code 5598). This is billed quarterly and currently is roughly \$45,000 annually. This decrease in revenue reflects the number of cases being brought before the Court, due to both the Global Pandemic and the Court's ability to accommodate these cases.

Expenses - The most significant expenses of the County Attorney's Office are salaries, wages and benefits which generally account for approximately 90% or more of our total annual expenses. The expenses over which the Office has some discretion are the Professional Services line item. This is the largest and the one that fluctuates most drastically from year to year based solely upon the cases handled. This category covers expenses and fees related to experts and witnesses needed both to prepare for trial and to testify at trial, and varies greatly depending upon the cases, the need for such experts, and the hourly rates and expenses of those experts. Increases have been added to the line items for professional dues and subscriptions as those costs continue to mount through 2022. These increases for 2022 were due, in part, to the addition of enhanced search services utilizing Westlaw. In addition, the County Attorney's Office has not been immune to the "great resignation" of 2022 and, while we occasionally have some vacancy savings, also have been laboring with a greatly reduced staff and an ever increasing load as the Courts continue to modify procedures, requiring additional labor for our team. Our staff of attorneys, victim witness coordinators and legal assistants routinely put in far more than 40 hour work weeks in an effort to meet the ever changing demands of the judicial system. At the May Budget and Finance Committee Meeting, this office presented the request for an additional assistant County Attorney Position to commence January 2023. This request is due to the uptick in the complexity of cases as well as a significant change in the type of evidence that must be processed in handling the cases that may go to trial. This position would add an additional \$80,829 in wages, plus benefits, to the Office's expenses.

****Note - Department Budget does not include salary expenses. Only non-salary expenses are shown.**

County Attorney

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-091 County Attorney	01-091-0000-000-5300	Revenues	State Grants									
01-091 County Attorney	01-091-0000-000-5415	Revenues	Crime Victim Assistance - Federal	(155,009)	(30,387)	(20,930)	(14,718)	51,300	The State Victim Witness Grant amount increased to 142,600 from October 2021 through September 2023 based on the volume and type of services provided.		20,000	71,300
01-091 County Attorney	01-091-0000-000-5503	Revenues	Child Support Motion Fee	(41,229)	(41,229)	(46,438)	(56,797)	500				500
01-091 County Attorney	01-091-0000-000-5563	Revenues	Miscellaneous Revenue	(360)	(360)	(360)	(220)	4,000				4,000
01-091 County Attorney	01-091-0000-000-5598	Revenues	Welfare Reimb	(17,138)	(34,116)	(904)	(4,777)	55,000				55,000
01-091 County Attorney	01-091-0000-000-5610	Revenues	County Share Of Fines	(57,725)	(45,405)	(32,922)	(39,623)	3,000				3,000
01-091 County Attorney	01-091-0000-000-5616	Revenues	Forfeitures	(1,098)	(1,970)	(1,035)	(841)					
				\$ (231,330)	\$ (153,447)	\$ (102,568)	\$ 980,323	\$ 1,057,810			\$ 20,000	\$ 133,800

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-091 County Attorney	01-091-0000-000-6233	Expenses	Photocopying And Duplicating									
01-091 County Attorney	01-091-0000-000-6235	Expenses	Publications, Brochures, Subs.	1,486	1,142	1,240	1,013	1,000	Our photocopying and duplicating costs came in over the anticipated budget in 2021. We endeavor to be a paperless office, but many of the documents required during court hearings are more readily accessed when on paper rather than via computer due to the logistics of utilizing multiple programs while on zoom or during in person court.		250	1,250
01-091 County Attorney	01-091-0000-000-6242	Expenses	Publicity Subscriptions And Dues	15,101	17,389	17,906	19,360	17,750	Our monthly expense for Westlaw increased from \$1407.66 to \$1624.48, an amount that was not even contemplated until December 2021 when the contract was renewed. The costs for 2023 will be \$1656.97 per month. Should we need to hire an additional attorney, our costs for an additional seat may increase commensurately.		2,100	19,850
01-091 County Attorney	01-091-0000-000-6245	Expenses	Conferences, Training And Dues	8,424	9,117	8,635	9,376	8,750	MCAA (Minnesota County Attorney's Association) dues and related training.			8,750
01-091 County Attorney	01-091-0000-000-6280	Expenses	Other Professional Services	3,257	4,306	400	2,273	3,500	Increase in trials (particularly child protection) which results in increased costs for witnesses and corresponding expenses, including expert analyses and testimony.			3,500
01-091 County Attorney	01-091-0000-000-6303	Expenses	Equipment Maintenance & Repair	12,710	19,099	8,018	12,565	7,000	The office has made every effort to incur fewer mileage costs due to less travel and the availability of Zoom when handling conflict court cases in other counties.		500	7,500
01-091 County Attorney	01-091-0000-000-6300	Expenses	Mileage	6,892		2,792		1,500				1,500
01-091 County Attorney	01-091-0000-000-6341	Expenses	Rental And Service Agreements	1,516	1,373	635	136	1,000				1,000
01-091 County Attorney	01-091-0000-000-6350	Expenses	Sales Tax	480	480	480	480	1,000				1,000
01-091 County Attorney	01-091-0000-000-6400	Expenses	Office Supplies	107	130	18	3	100	We have aging office supply equipment and have been fairly frugal over the past few years, re-allocating supplies to new staff. However, those supplies are aging and slowing wear and tear and will need to be replaced. The replacement cost of most products has increased dramatically due to the costs associated with the gas crisis, supply chain issues and the global pandemic.			100
01-091 County Attorney	01-091-0000-000-6802	Expenses	Miscellaneous Expenses	6,741	5,040	3,372	2,895	5,000				7,500
01-091 County Attorney	01-091-0000-000-6817	Expenses	Restorative Justice Program	4,267	2,930	2,229	4,022	5,000			2,500	5,000
				\$ 65,979	\$ 86,007	\$ 60,675	\$ 980,323	\$ 1,057,810			\$	\$ 711,950

County Attorney Forefeiture Fund

No Budget

Probation

Budgets Responsible for:
 Probation
 Electronic Monitoring
 Caseload Reduction Grant

Narrative:

Chisago County Probation is a County Probation Office (CPO), which means we supervise all adult misdemeanor and gross misdemeanor probation cases as well as all juvenile cases that require supervision. In addition, we supervise all offense levels, including felony pretrial conditional release cases. It should be noted the Minnesota Department of Corrections (DOC) supervises all sentenced felons placed on probation. Chisago County Probation receives revenue from MN DOC reimbursement, Caseload/Workload grant, REAM grant, and collection of local fees.

****Note - Department Budget does not include salary expenses. Only non-salary expenses are shown.**

Probation

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-255 Probation & Parole	01-255-000-0000-525C	Revenues	Probation Salary Reimb				(201,183)	190,000				190,000
01-255 Probation & Parole	01-255-000-0000-5513	Revenues	Col Assessment Charges	(166)	(179)	(179)	(300)	0				0
01-255 Probation & Parole	01-255-000-0000-5543	Revenues	Intensive Supervision Service Fee	(3,245)	(7,995)	(7,995)	(4,985)	4,000				4,000
01-255 Probation & Parole	01-255-000-0000-5544	Revenues	Probation Service Fees	(107,714)	(90,480)	(89,581)	(90,079)	90,000				90,000
01-255 Probation & Parole	01-255-000-0000-5547	Revenues	Domestic Abuse Fee	(2,836)	(1,725)	(3,047)	(2,063)	2,500				2,500
01-255 Probation & Parole	01-255-000-0000-5561	Revenues	Miscellaneous Revenue	(3,560)	(2,220)	(887)	(351)	500				500
01-255 Probation & Parole	01-255-000-0000-5566	Revenues	Pretrial Fee	(21,682)	(23,921)	(36,247)	(31,591)	13,000			5,000	18,000
01-255 Probation & Parole	01-255-000-0000-5567	Revenues	DWC COG	(6,900)	(4,500)	(1,920)	(2,800)	5,000				5,000
01-255 Probation & Parole	01-255-000-0000-5569	Revenues	Testing	(7,669)	(6,374)	(6,697)	(6,757)	4,000				4,000
01-255 Probation & Parole	01-255-000-0000-5598	Revenues	Welfare Reimb	(43,738)	(46,157)	0	(70,631)	45,000				45,000
				\$ (399,569)	\$ (386,210)	\$ (334,579)	\$ (410,741)	\$ 354,000			\$ 5,000	\$ 359,000

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-255 Probation & Parole	01-255-000-0000-6245	Expenses	Conferences, Training And Dues	9,874	9,361	2,594	6,536	9,000	We will be focusing on training in 2023		1,000	10,000
01-255 Probation & Parole	01-255-000-0000-634C	Expenses	Mileage	2,821	4,757	978	14	2,500				2,500
01-255 Probation & Parole	01-255-000-0000-6341	Expenses	Rental And Service Agreements	0	0	0	0	0	This is a new expenditure for two radio		1,780	1,780
01-255 Probation & Parole	01-255-000-0000-640C	Expenses	Office Supplies	3,497	1,401	7,925	2,403	3,600				3,600
01-255 Probation & Parole	01-255-000-0000-6461	Expenses	Juv Community Serv Work Crew Expens	0	0	0	0	0				0
01-255 Probation & Parole	01-255-000-0000-6561	Expenses	Gas And Oil	1,615	1,563	901	853	3,000				3,000
01-255 Probation & Parole	01-255-000-0000-663C	Expenses	Vehicle Leases	5,336	5,250	9,866	10,577	10,440				10,440
01-255 Probation & Parole	01-255-000-0000-6802	Expenses	Miscellaneous Expenses	7,700	5,235	3,895	1,417	7,000				7,000
01-255 Probation & Parole	01-255-000-0000-6803	Expenses	Refunds	550	0	80	0	300				300
01-255 Probation & Parole	01-255-000-0000-6874	Expenses	Assessment Expenses	1,315	1,130	1,079	1,461	1,800				1,800
01-255 Probation & Parole	01-255-000-0000-688C	Expenses	Contracts	0	0	0	90	0				0
01-255 Probation & Parole	01-255-000-0000-6883	Expenses	Juvenile Restitution Expenses	0	0	0	0	100			(100)	0
				\$32,707	\$28,696	\$27,317	\$23,350	\$37,740			\$2,680	\$40,420

Worksheet										Proposed 2023 Budget	
Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	
01-259-000-0000-5300	Revenues	State Grants	(19,002)	(24,656)	(22,207)	(19,484)	22,000			-	
			\$ (19,002)	\$ (24,656)	\$ (22,207)	\$ (19,484)	\$ 22,000			\$ -	
Worksheet										Proposed 2023 Budget	
Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	
01-259-000-0000-6273	Expenses	Contract Services	18,576	29,196	27,933	15,990	22,000			-	
			\$18,576	\$29,196	\$27,933	\$15,990	\$22,000			\$ -	
Worksheet										Proposed 2023 Budget	
Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	
01-259-000-0000-6273	Expenses	Contract Services	18,576	29,196	27,933	15,990	22,000			-	
			\$18,576	\$29,196	\$27,933	\$15,990	\$22,000			\$ -	

Worksheet		Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-260	Caseload Reduction Grant	01-260-0000-000-5300	Revenues	State Grants	(66,672)	(65,967)	(66,244)	(63,524)	64,797			-	64,797
					\$ (66,672)	\$ (65,967)	\$ (66,244)	\$ (63,524)	\$ 64,797			\$ -	\$ 64,797

County Administration

Budgets Responsible for:

- Board of Commissioners
- Law Library
- County Administrator
- Central Services
- Contingency
- Historical Society
- Library
- Agricultural Society
- County Extension
- Soil & Water Conservation
- Building Capital Fund
- Capital Equipment

Narrative:

The County Administrator Budget has the following changes for 2023, all other changes relate to salaries/insurance/benefits:

Historical Society = INC \$14,700 has requested increase due to wanting new HVAC and renovated storage area
County Program Aid = DEC \$62,525 or 1.99% decrease - decide by MIN Legislature
SWCD = INC \$0,400 has requested increase due to added expenses (personnel related, "State funding has not kept up," in addition to a "general allocation request of \$200,000," annually SWCD receives \$62,000 in general allocation)

At time of the budget due date, no budget numbers from ECRB, Agricultural Society, and County Extension.

The County Administrator Budget is primarily dependent on salaries (and health insurance), contingency fund (budgeting decision by the Board of Commissioners), amount of official publications required (newspaper costs), and paper costs (office supplies).

****Note - Department Budget does not include salary expenses. Only non-salary expenses are shown.**

Board of Commissioners

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-003 Board of Commissioners	01-003-0000-0000-6111	Expenses	Per Diem In Lieu Of Salaries	13,900	14,400	15,100	17,050	13,000			-	13,000
01-003 Board of Commissioners	01-003-0000-0000-6245	Expenses	Conferences, Training And Dues	4,090	24,558	43,627	2,177	25,000			-	25,000
01-003 Board of Commissioners	01-003-0000-0000-6273	Expenses	Contract Services	4,876	6,298	4,433	106,500	118,000	Larkin Hoffman for Highway 8 Lobbyists		-	118,000
01-003 Board of Commissioners	01-003-0000-0000-6330	Expenses	Mileage		187	-	3,335	6,500			-	6,500
01-003 Board of Commissioners	01-003-0000-0000-6400	Expenses	Office Supplies	88	60	40	175	200			(1,050)	200
01-003 Board of Commissioners	01-003-0000-0000-6802	Expenses	Miscellaneous Expenses				50	1,050			(1,050)	-
				\$22,954	\$45,503	\$63,200	\$129,287	\$163,750			(\$1,050)	\$162,700

Low Library

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-025 Law Library	01-025-0000-000-5612	Revenues	Share Of Fines	\$ (55,721) \$	(60,488) \$	(51,527) \$	(59,098) \$	40,000			\$	40,000

County Administrator

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-025 Law Library	01-025-0000-000-6457	Expenses	Reference Books And Library Materials	30,339	25,002	39,164	39,164	30,000				30,000
01-025 Law Library	01-025-0000-000-6802	Expenses	Miscellaneous Expenses	216	691			500			(500)	
				\$30,556	\$25,692	\$39,164	\$39,164	\$30,500			\$ (500)	\$ 30,000

County Administrator

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-031 County Administrator	01-031-0000-000-5561	Revenues	Miscellaneous Revenue	(5,112) \$	(6,397) \$	(8,917) \$	13,876 \$	7,500			\$	7,500
				\$ (5,112) \$	(6,397) \$	(8,917) \$	13,876 \$	7,500			\$	7,500

Central Services

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-031 County Administrator	01-031-0000-000-6211	Expenses	Services And Charges	31,491	26,212	31,043	27,500	27,500	COBRA Costs, Benefits Fees, Bonding Fees			27,500
01-031 County Administrator	01-031-0000-000-6235	Expenses	Publications, Brochures, Subs.		910	432	467	1,500				1,500
01-031 County Administrator	01-031-0000-000-6242	Expenses	Publicity Subscriptions And Dues	1,435	5,853	7,720	13,021	5,000	MICA Annual Costs			5,000
01-031 County Administrator	01-031-0000-000-6245	Expenses	Conferences, Training And Dues	5,693	1,352	378	350	800				800
01-031 County Administrator	01-031-0000-000-6330	Expenses	Mileage	758	1,681	2,108						
01-031 County Administrator	01-031-0000-000-6341	Expenses	Rental And Service Agreements	2,352	1							
01-031 County Administrator	01-031-0000-000-6350	Expenses	Sales Tax	15								
01-031 County Administrator	01-031-0000-000-6400	Expenses	Office Supplies	2,944	2,995	1,905	1,481	2,500			(500)	2,000
01-031 County Administrator	01-031-0000-000-6601	Expenses	Furniture And Equipment					250			(250)	
01-031 County Administrator	01-031-0000-000-6802	Expenses	Miscellaneous Expenses	504		30	689	500			(500)	
				\$45,191	\$39,002	\$43,617	\$43,508	\$38,050			\$ (1,250)	\$ 36,800

Central Services

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-065 Central Services	01-065-0000-000-5560	Revenues	Share Of County Maps					100				100
01-065 Central Services	01-065-0000-000-5561	Revenues	Miscellaneous Revenue	(13,068) \$	(8,256) \$	(3,518) \$	(3,621) \$	12,500			(9,500)	3,000
				\$ (13,068) \$	(8,256) \$	(3,518) \$	(3,621) \$	12,600			\$ (9,500)	\$ 3,100

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-065 Central Services	01-065-0000-000-6190	Expenses	Education Reimbursement Account					500				
01-065 Central Services	01-065-0000-000-6244	Expenses	Official Publications	72,911	98,483	68,423	67,237	85,000			(500)	85,000
01-065 Central Services	01-065-0000-000-6279	Expenses	Consulting	9,082	5,000			1,000			(1,000)	
01-065 Central Services	01-065-0000-000-6341	Expenses	Rental And Service Agreements	4,803	174	231						
01-065 Central Services	01-065-0000-000-6350	Expenses	Sales Tax	299	295	137	189	250				250
01-065 Central Services	01-065-0000-000-6400	Expenses	Office Supplies	9,922	7,991	10,137	7,239	10,000				10,000
01-065 Central Services	01-065-0000-000-6561	Expenses	Gas And Oil	3,007	2,998	1,273	1,715	4,000	Price of Paper			4,000
01-065 Central Services	01-065-0000-000-6562	Expenses	Repairs	1,105	523		83	1,000	Price of Gasoline			1,000
01-065 Central Services	01-065-0000-000-6630	Expenses	Vehicle Leases	11,403	8,579	8,667	8,605	12,500			(2,000)	10,500
01-065 Central Services	01-065-0000-000-6802	Expenses	Miscellaneous Expenses	1,782	250	1,000		500				500
				\$ 114,315	\$ 124,293	\$ 89,868	\$980,323	\$ 114,750		\$	\$ (3,500)	\$ 111,250

Contingency

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-505 Historical Society	01-505-0000-000-6211	Expenses	Services And Charges	25,875	27,500	29,250	21,542	109,747	Septic Loans Fees/Costs			109,747
				\$ 25,875	\$ 27,500	\$ 29,250	\$ 21,542	\$ 109,747		\$		\$ 109,747

Historical Society

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-505 Historical Society	01-505-0000-000-6211	Expenses	Services And Charges	25,875	27,500	29,250	28,500	30,210				45,000
				\$ 25,875	\$ 27,500	\$ 29,250	\$ 28,500	\$ 30,210		\$	14,790	45,000

Library

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-510 Library	01-510-0000-000-6822	Expenses	Regional Library	572,566	621,751	657,085	657,990	701,000				701,000
				\$ 572,566	\$ 621,751	\$ 657,085	\$ 657,990	\$ 701,000		\$		\$ 701,000

Agricultural Society

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-601 Agricultural Society	01-601-0000-000-6211	Expenses	Services And Charges	15,000	15,500	15,500	16,000	16,000				16,000
				\$ 15,000	\$ 15,500	\$ 15,500	\$ 16,000	\$ 16,000		\$		\$ 16,000

County Extension

Worksheet	Account String	Type	Account Name	2015 Actuals	2015 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-603 County Extension	01-603-0000-000-6111	Expenses	Per Diem In Lieu Of Salaries	150	300	550	550	500	1,400			150	1,550
01-603 County Extension	01-603-0000-000-6203	Expenses	Telephone	1,872	1,890	1,887	1,887	2,158	1,900			200	2,100
01-603 County Extension	01-603-0000-000-6205	Expenses	Postage						1,000			200	1,200
01-603 County Extension	01-603-0000-000-6272	Expenses	Contract Purchased Services-Governme	115,240	119,225	121,070	121,070	121,070	122,400			1,100	123,500
01-603 County Extension	01-603-0000-000-6273	Expenses	Contract Services									2,000	2,000
01-603 County Extension	01-603-0000-000-6330	Expenses	Mileage	133	189	58	58	77	300			50	350
01-603 County Extension	01-603-0000-000-6343	Expenses	Machinery And Equipment Rental						2,200			300	2,500
01-603 County Extension	01-603-0000-000-6400	Expenses	Office Supplies	2,247	1,901	899	899	1,605	4,000			500	4,500
01-603 County Extension	01-603-0000-000-6802	Expenses	Miscellaneous Expenses		300	300	300	300	300			700	1,000
				\$ 119,642	\$ 123,804	\$ 124,764	\$ 124,764	\$ 980,323	\$ 133,500		\$	\$ 5,200	\$ 138,700

Soil & Water Conservation

Worksheet	Account String	Type	Account Name	2015 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-605 Soil & Water Conservation Distr	01-605-0000-000-5561	Revenues	Miscellaneous Revenue	(383,327)	(518,961)	(531,904)	(550,953)	618,700			35,300	654,000
				\$ (383,327)	\$ (518,961)	\$ (531,904)	\$ (550,953)	\$ 618,700		\$	\$ 35,300	\$ 654,000

Building Capital Fund

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-605 Soil & Water Conservation Distr	01-605-0000-000-6103	Expenses	Salaries And Wages - Permanent				408,375	618,700			35,300	654,000
01-605 Soil & Water Conservation Distr	01-605-0000-000-6211	Expenses	Services And Charges	113,500	73,500	85,000	85,000	100,000			100,000	200,000
01-605 Soil & Water Conservation Distr	01-605-0000-000-6802	Expenses	Miscellaneous Expenses	(42)								
				\$ 113,458	\$ 73,500	\$ 85,000	\$ 493,375	\$ 718,700		\$	\$ 135,300	\$ 854,000

Building Capital Fund

No Budget

Capital Equipment

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
12-071 Capital Equip- Elections	12-071-0000-000-5300	Revenues	State Grants	(42,734)	(2,892,231)	(3,163,443)	(3,160,677)	2,531,752			(87,250)	2,444,232
Govt	12-149 Capital Equip - Other General	Revenues	Local Government Aid	(2,879,743)	(2,892,231)	(3,163,443)	(3,160,677)					
Govt	12-149 Capital Equip - Other General	Revenues	Payments In Lieu - Lindstrom Hra	(7)	(7)							
Govt	12-149 Capital Equip - Other General	Revenues	Payments In Lieu - State Game Refuge	(153)	(143)	(113)						
Govt	12-149 Capital Equip - Other General	Revenues	Payments In Lieu - Federal	(8)	(8)							
Govt	12-149 Capital Equip - Other General	Revenues	Transfers In									
Govt	12-201 Capital Equip - Sheriff	Revenues	Miscellaneous Revenue	(9,118)	(4,899)	(11,522)	(13,657)					
Safety	39-249 Capital Projects - Other Public	Revenues	Miscellaneous Revenue									
Safety	39-249 Capital Projects - Other Public	Revenues	Transfers In									
				\$ (2,931,764)	\$ (2,897,288)	\$ (3,191,178)	\$ (3,174,334)	\$ 2,531,752		\$ (87,250)	\$	2,444,232

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
12-061 Capital Equip - Data Processing	12-061-0000-000-6601	Expenses	Furniture And Equipment	329,309	738,989	468,033	832,187					
Govt	12-061 Capital Equip - Data Processing	Expenses	Miscellaneous Expenses									
Govt	12-071 Capital Equip - Elections	Expenses	Furniture And Equipment	399,236		52,302						
Govt	12-149 Capital Equip - Other General	Expenses	Furniture And Equipment	27,120	27,120	793,056	212,749	2,531,752			(87,250)	2,444,232
Govt	12-149 Capital Equip - Other General	Expenses	Interfund Transfer Out	500,000	1,257,850	1,010,925	823,988					
Govt	12-201 Capital Equip - Sheriff	Expenses	Furniture And Equipment	197,935	257,122	294,607	297,509					
Govt	12-201 Capital Equip - Sheriff	Expenses	Miscellaneous Expenses	1,800	114,810	53,643						
Govt	12-251 Capital Equip - County Jail	Expenses	Furniture And Equipment	256,492	38,495							
Safety	39-249 Capital Projects - Other Public	Expenses	Services And Charges									
Safety	39-249 Capital Projects - Other Public	Expenses	Furniture And Equipment									
				\$ 1,711,892	\$ 2,434,387	\$ 2,672,567	\$ 2,166,433	\$ 2,531,752		\$ (87,250)	\$	2,444,232

Auditor-Treasurer

Budgets Responsible for:

- Auditor-Treasurer
- Auditor
- Elections
- Other General Government
- Non-County Income/Expenses (Refuse Insurance)
- Public Safety Building (Shared with Enterprise Sys)
- ES11
- Economic Development
- Self Insurance
- Utilities
- Debt
- Tax Levy Revenue

Narrative:
There are very minor change to the 2023 budget. Notable changes would be that \$10,000 was moved from contract services in the Auditor-Treasurer budget to the Audit budget. In addition, there is an increase in the Audit budget in anticipation of new GASB standards and because we will be subject to a single audit on the Federal AFPA funds. There were slight inflationary increases to our election equipment maintenance contracts.

Fund levels will be decreasing \$184,000 in 2023

****Note - Department Budget does not include salary expenses. Only non-salary expenses are shown.**

Auditor-Treasurer

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-041 Auditor	01-041-0000-000-5507	Revenues	Fees And Charges	(12,979)	(31,508)	(31,508)	(34,639)	(43,200)				43,200
01-041 Auditor	01-041-0000-000-5502	Revenues	Transfers In From Solid Waste Fund	(5,000)	(4,000)	(4,000)	(40,639)	(49,200)				49,200
				\$ (15,979)	\$ (34,508)	\$ (34,508)	\$ (75,278)	\$ (92,400)				\$
01-041 Auditor	01-041-0000-000-6235	Expenses	Publications, Brochures, Subs.	45	135	135	97	104				110
01-041 Auditor	01-041-0000-000-6242	Expenses	Publicity Subscriptions And Dues	48	48	48	97	104				110
01-041 Auditor	01-041-0000-000-6245	Expenses	Conferences, Training And Dues	3,419	3,442	3,442	905	4,670				6,000
01-041 Auditor (Itemization)	01-041-0000-000-6245	Expenses	Conferences, Training And Dues						ANA AHO Summer Conferences	1,000		
01-041 Auditor (Itemization)	01-041-0000-000-6245	Expenses	Conferences, Training And Dues						ANCC Conference	1,000		
01-041 Auditor (Itemization)	01-041-0000-000-6245	Expenses	Conferences, Training And Dues						ANCC Conference	1,000		
01-041 Auditor (Itemization)	01-041-0000-000-6245	Expenses	Conferences, Training And Dues						ANCC Training (Legal descriptions, TAC, Software, etc.)	1,500		
01-041 Auditor (Itemization)	01-041-0000-000-6245	Expenses	Conferences, Training And Dues						ANCC Dues	1,400		
01-041 Auditor (Itemization)	01-041-0000-000-6245	Expenses	Conferences, Training And Dues						ANCC Dues	100		
01-041 Auditor	01-041-0000-000-6271	Expenses	Medical Services	1,338	2,201	2,201	4,228	10,000				2,500
01-041 Auditor	01-041-0000-000-6330	Expenses	Medical And Service Agreements	77	2	2	885	2,500				1,000
01-041 Auditor	01-041-0000-000-6341	Expenses	Sales Tax	31	2	2	1,256	1,000				1,000
01-041 Auditor	01-041-0000-000-6350	Expenses	Office Supplies	3,306	11,591	11,591	14,416	18,550				18,500
01-041 Auditor	01-041-0000-000-6400	Expenses	Office Supplies						INJ Notices	7,000		
01-041 Auditor	01-041-0000-000-6400	Expenses	Office Supplies						Tax Statements	7,000		
01-041 Auditor	01-041-0000-000-6400	Expenses	Office Supplies						General Office Supplies	4,500		
				\$ 8,565	\$ 20,419	\$ 21,793	\$ 15,715	\$ 38,150				\$ 28,110

Audit

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-042 Audit	01-042-0000-000-6211	Expenses	Services And Charges	60,322	75,499	56,164	112,179	70,000				100,000
				\$ 60,322	\$ 75,499	\$ 56,164	\$ 112,179	\$ 70,000				\$ 100,000

Worksheet	Account Group	Account Name	2018 Actuals	2019 Actuals	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
01-071 Elections	Revenues	Miscellaneous Revenue	\$ (6,678)	\$ (6,477)	\$ (6,477)	\$ (9,239)	\$ 12,000			\$ (2,000)	\$ 10,000
			\$	\$	\$	\$	\$			\$	\$
01-071 Elections	Expenses	Services And Charges	97,266	32,173	127,333	41,559	81,200	Hart annual maintenance (Scan, Touchwriter, Printer, Central)	23,400	5,700	86,400
01-071 Elections (reimburse)	Expenses	Services And Charges						Network annual maintenance (Full Pubs)	11,500		
01-071 Elections (reimburse)	Expenses	Services And Charges						PgC Cards	1,500		
01-071 Elections (reimburse)	Expenses	Operating Supplies						Budget equalization - to be varied over into 2024	50,000	(2,300)	45,000
01-071 Elections	Expenses	Operating Supplies	193		44,457	2,051	47,300	Township Election Supplies	4,000		
01-071 Elections (reimburse)	Expenses	Operating Supplies						Budget equalization - to be carried over into 2024	41,000	2,900	131,400
			\$	\$	\$	\$	\$			\$	\$

[illegible]

Work Sheet	Account Name	Type	Percent Blank	2017 Actual	2017 Actual	2017 Actual	Description	Initiation Dev't	Adjustments	2017 Budget	2017 Budget
01.149 Other General Govt	01.149 0000 000 6177	Expenses		10,636	15,644	27,849	35,000		-	35,000	35,000
01.149 Other General Govt	01.149 0000 000 6178	Expenses		188,773	206,101	291,301	393,094		19,250	372,844	372,844
01.149 Other General Govt	01.149 0000 000 6203	Expenses		226,443	137,390	152,348	180,000		(27,000)	153,000	153,000
01.149 Other General Govt	01.149 0000 000 6205	Expenses		102,453	92,543	107,022	94,761		110,000	110,000	110,000
01.149 Other General Govt	01.149 0000 000 6253	Expenses		307,878	125,445	107,588	125,000		(10,000)	115,000	115,000
01.149 Other General Govt	01.149 0000 000 6255	Expenses		75,761	12,227	18,676	15,000		5,000	20,000	20,000
01.149 Other General Govt	01.149 0000 000 6257	Expenses		14,929	10,717	9,950	13,952		2,000	14,000	14,000
01.149 Other General Govt	01.149 0000 000 6262	Expenses		2,107	206	2,143	2,000			2,000	2,000
01.149 Other General Govt	01.149 0000 000 6805	Expenses		288,594	307,147	325,659	411,800		33,200	33,200	33,200
01.149 Other General Govt	01.149 0000 000 6852	Expenses		5,250	5,250	5,250	6,000			6,000	6,000
01.149 Other General Govt	01.149 0000 000 6852	Expenses		3,365	783	(2,354)	5,380				
01.149 Other General Govt	01.149 0000 000 6889	Expenses		6,713	4,126	9,242	9,242				
01.149 Other General Govt	01.149 0000 000 6891	Expenses		1,071	950	950	950				
01.149 Other General Govt	01.149 0000 000 6892	Expenses		988,101	934,392	1,009,649	3,784		5	22,650	1,223,000
				\$	\$	\$	\$		\$	\$	\$

Non-County Income/Expense

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Remission Detail	Adjustments	Proposed 2023 Budget
01-150 Non-County Income/Expense	01-150-0000-000-6151	Expenses	Retiree Insurance									
01-150 Non-County Income/Expense	01-150-0000-000-6152	Expenses	Adjustments(Unreimb)									
01-150 Non-County Income/Expense	01-150-0000-000-6153	Expenses	Reimbur and Selfpay Medical Insurance	1,566	4,366	4,366	4,503	4,156	Retiree Ins			4,700
				\$ 1,566	\$ 4,366	\$ 4,366	\$ 4,503	\$ 4,156				\$ 4,700

Public Safety Building

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Remission Detail	Adjustments	Proposed 2023 Budget
01-245 Public Safety Building	01-245-0000-000-6203	Expenses	Telephone	172	256			200			(200)	
01-245 Public Safety Building	01-245-0000-000-6211	Expenses	Services And Charges		7,887							
01-245 Public Safety Building	01-245-0000-000-6253	Expenses	Electricity	104,292	118,894	80,830	98,205	120,000			(120,000)	
01-245 Public Safety Building	01-245-0000-000-6255	Expenses	Gas	27,407	52,994	46,147	50,216	52,000			(52,000)	
01-245 Public Safety Building	01-245-0000-000-6257	Expenses	Sewer	6,821	16,305	9,817	8,511	11,000			(11,000)	
01-245 Public Safety Building	01-245-0000-000-6273	Expenses	Contract Services	14,140	44,587	106,053	116,305	131,159			(131,159)	
				\$ 196,067	\$ 387,214	\$ 301,930	\$ 313,991	\$ 398,360			\$ (198,360)	\$
01-245 Public Safety Building	01-245-0000-000-6301	Expenses	Vehicle Repair And Maint	3,676	75,526	38,526	24,781					
01-245 Public Safety Building	01-245-0000-000-6341	Expenses	Reimbur and Selfpay Agreements	32,109	58,281	1,794						
01-245 Public Safety Building	01-245-0000-000-6411	Expenses	Operating Supplies	2,950	8,568	6,494	5,452	4,002			(4,002)	
01-245 Public Safety Building	01-245-0000-000-6413	Expenses	Reimbur and Selfpay Supplies	1,596	1,714	1,556	1,197	10,000			(10,000)	
01-245 Public Safety Building	01-245-0000-000-6560	Expenses	Repair And Maintenance	4,590	2,322	1,192	9,199	70,019			(70,019)	
01-245 Public Safety Building	01-245-0000-000-6802	Expenses	Miscellaneous Expenses		26		225					
				\$ 196,067	\$ 387,214	\$ 301,930	\$ 313,991	\$ 398,360			\$ (198,360)	\$

E911 Fund

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Remission Detail	Adjustments	Proposed 2023 Budget
01-287 E-911 Funds	01-287-0000-000-5300	Revenues	State Grants	(137,732)	(137,732)	(137,732)	(137,732)	(137,000)				137,000
				\$ (137,732)	\$ (137,732)	\$ (137,732)	\$ (137,732)	\$ (137,000)				\$ 137,000

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Remission Detail	Adjustments	Proposed 2023 Budget
01-287 E911 Fund	01-287-0000-000-6802	Expenses	Miscellaneous Expenses	137,000	137,000	137,000	137,000	137,000				137,000
				\$ 137,000	\$ 137,000	\$ 137,000	\$ 137,000	\$ 137,000				\$ 137,000

Economic Development (Tax Abatements)

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Remission Detail	Adjustments	Proposed 2023 Budget
01-701 Economic Development	01-701-0000-000-6856	Expenses	Tax Abatements	185,356	174,384	169,544	169,544	82,000				70,000
				\$ 185,356	\$ 174,384	\$ 169,544	\$ 169,544	\$ 82,000				\$ 70,000

Self-Insurance Fund

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Remission Detail	Adjustments	Proposed 2023 Budget
02-149 Self Insurance - Other General Government	02-149-0000-000-5875	Revenues	Dental Insurance Premiums	(306,405)	(309,084)	(306,849)	(250,211)	300,000				300,000
				\$ (306,405)	\$ (309,084)	\$ (306,849)	\$ (250,211)	\$ 300,000				\$ 300,000

Worksheet	Account String	Type	Account Name	2018 Actuals	2019 Actuals	2020 Actuals	2021 Actuals	2022 Budget	Description	Remission Detail	Adjustments	Proposed 2023 Budget
02-149 Self Insurance Fund - Other General Government	02-149-0000-000-6155	Expenses	Dental Claims	299,269	302,952	254,039	245,001	300,000				300,000
				\$ 299,269	\$ 302,952	\$ 254,039	\$ 245,001	\$ 300,000				\$ 300,000

Road Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 832 Debt - Road Debt Payments	37 832-0000-000-5272	Revenues	Local Government Aid		(14,324)	(13,594)	(13,183)					
37 832 Debt - Road Debt Payments	37 832-0000-000-5271	Revenues	Payments In Lieu - State Game Refuge	(4,343)	(4,072)	(3,594)	(3,327)					
37 832 Debt - Road Debt Payments	37 832-0000-000-5273	Revenues	Payments In Lieu - Federal	(128)	(223)	(217)	(205)					
37 832 Debt - Road Debt Payments	37 832-0000-000-5276	Revenues	State Aid Bond Interest									
37 832 Debt - Road Debt Payments	37 832-0000-000-5319	Revenues	Build America Bonds Interest	(60,656)	(53,647)	(46,692)	(42,885)	38,000	Build Am Bond Credits		(38,000)	
37 832 Debt - Road Debt Payments	37 832-0000-000-5510	Revenues	Bond Proceeds				(11,544)					
				\$ (80,402)	\$ (72,452)	\$ (66,663)	\$ (185,382)	\$ 38,000			\$ (38,000)	\$ 2,009,910

HHS Building Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 832 Debt - Road Debt Payments	37 832-0000-000-6745	Expenses	Principal Retirement State Aid	450,000								
37 832 Debt - Road Debt Payments	37 832-0000-000-6748	Expenses	Interest On Debt State Aid	2,250								
37 832 Debt - Road Debt Payments	37 832-0000-000-6750	Expenses	Principal Retirement	2,021,750	1,597,250	1,654,750	1,698,750	1,742,750			(199,500)	1,543,250
37 832 Debt - Road Debt Payments	37 832-0000-000-6755	Expenses	Interest On Debt	523,559	466,284	414,286	459,468	502,444			14,187	516,511
37 832 Debt - Road Debt Payments	37 832-0000-000-6760	Expenses	Fiscal Charges	1,225	1,250	1,100	1,100					
37 832 Debt - Road Debt Payments	37 832-0000-000-6802	Expenses	Miscellaneous Expenses	5,450				117,885			82,240	190,129
				\$ 3,002,234	\$ 2,064,784	\$ 2,070,286	\$ 2,059,218	\$ 2,162,279			\$ (153,089)	\$ 2,009,910

Library Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 833 Debt - HHS Debt Payments	37 833-0000-000-6750	Expenses	Principal Retirement	188,250	207,750	215,250	221,250	227,250			(25,500)	201,750
37 833 Debt - HHS Debt Payments	37 833-0000-000-6755	Expenses	Interest On Debt	52,389	53,409	47,104	40,556	33,429			9,762	43,191
37 833 Debt - HHS Debt Payments	37 833-0000-000-6802	Expenses	Miscellaneous Expenses					15,775			3,841	19,421
				\$ 247,439	\$ 261,159	\$ 262,354	\$ 261,806	\$ 276,454			\$ (15,089)	\$ 261,765

Jail Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 834 Debt - Jail Bond 2016/17	37 834-0000-000-6750	Expenses	Principal Retirement	365,000	375,000	385,000	395,000	410,000			(25,000)	385,000
37 834 Debt - Jail Bond 2016/17	37 834-0000-000-6755	Expenses	Interest On Debt	92,175	81,075	69,075	57,975	45,900			5,475	51,375
37 834 Debt - Jail Bond 2016/17	37 834-0000-000-6802	Expenses	Miscellaneous Expenses					37,338			(4,625)	32,713
				\$ 457,175	\$ 456,075	\$ 454,075	\$ 452,975	\$ 493,238			\$ (24,150)	\$ 469,088

Business Park Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 836 - Jail Bond 2016/17	37 836-0000-000-5501	Revenues	Transfers In	(500,000)	(3,257,850)	(2,102,417)	(2,102,417)	628,925	Use of County Program Aid			628,925
				\$ (500,000)	\$ (3,257,850)	\$ (2,102,417)	\$ (2,102,417)	\$ 628,925				\$ 628,925

Business Park Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 836 - Jail Bond 2016/17	37 836-0000-000-6750	Expenses	Principal Retirement	265,000	520,000	530,000	545,000	555,000			20,000	575,000
37 836 - Jail Bond 2016/17	37 836-0000-000-6755	Expenses	Interest On Debt	480,463	467,263	450,813	443,413	429,738			(14,050)	415,688
37 836 - Jail Bond 2016/17	37 836-0000-000-6802	Expenses	Miscellaneous Expenses					62,991			(5,216)	57,777
				\$ 745,463	\$ 987,263	\$ 980,813	\$ 988,413	\$ 1,047,729			\$ 736	\$ 1,048,465

Business Park Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 840 Debt - Business Park Bonds	37 840-0000-000-5561	Revenues	Miscellaneous Revenue	(195,000)	(190,772)	(193,837)	(183,676)	200,000	Center City/County IIRAT Tax Abatement			200,000
				\$ (195,000)	\$ (190,772)	\$ (193,837)	\$ (183,676)	\$ 200,000				\$ 200,000

Business Park Debt

Worksheet	Account String	Type	Account Name	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget	Description	Itemization Detail	Adjustments	Proposed 2023 Budget
37 840 Debt - Business Park Bonds	37 840-0000-000-6750	Expenses	Principal Retirement	160,000	165,000	170,000	175,000	185,000			(45,000)	140,000
37 840 Debt - Business Park Bonds	37 840-0000-000-6755	Expenses	Interest On Debt	88,576	81,481	78,256	75,281	67,881			15,915	83,796
37 840 Debt - Business Park Bonds	37 840-0000-000-6802	Expenses	Miscellaneous Expenses					14,981			3,034	18,015
				\$ 248,576	\$ 246,481	\$ 248,256	\$ 248,281	\$ 267,862			\$ (26,047)	\$ 241,815

800 MHz Debt

Worksheet	Account Entry	Item	2019 Actuals	2019 Estimate	2020 Actual	2021 Actual	2022 Actual	Description	Limitation Detail	Adjustments	Proposed 2023 Budget
Capital Projects 2010	37-850-0000-000-6750	Principal Requirement	-	355,000	360,000	370,000	390,000			15,000	405,000
Capital Projects 2010	37-850-0000-000-6755	Expenses	281,526	275,759	264,140	252,276	249,218			(12,919)	227,009
Capital Projects 2010	37-850-0000-000-6760	Expenses	450	475	3,575	475	-			-	-
Capital Projects 2010	37-850-0000-000-6802	Expenses	-	-	-	-	40,552			(1,402)	35,190
Capital Projects 2010	37-850-0000-000-6802	Excess/Shortfalls Expenses	-	-	-	-	-			-	-
			\$	\$	\$	\$	\$			\$	\$
			281,976	631,234	627,715	622,753	670,520			2,482	667,199

Property Tax - All Funds

Worksheet	Account Group	Type	Account Name	2018 Actuals		2019 Actuals		2021 Actuals		2022 Budget	Description	Adjustments	Proposed 2023 Budget
				2018 Actuals	2019 Actuals	2019 Actuals	2021 Actuals	2022 Budget					
Property Tax-All Funds	01-140-0000-000-5001	Revenues	Current Tax	(18,259,334)	(19,590,918)	(20,459,892)	(22,233,195)	24,007,583	170,000				
Property Tax-All Funds	01-140-0000-000-5003	Revenues	Light Aircraft Power	(176,766)	(176,091)	(176,098)	(175,648)						
Property Tax-All Funds	01-140-0000-000-5004	Revenues	Mobile Home Taxes	(353,027)	(353,027)	(353,027)	(353,027)						
Property Tax-All Funds	01-140-0000-000-5007	Revenues	Mobile Home Delinquent	(80,816)	(80,816)	(80,816)	(80,816)						
Property Tax-All Funds	01-140-0000-000-5008	Revenues	Mobile Home Delinquent	(8,110)	(8,110)	(8,633)	(8,108)						
Property Tax-All Funds	01-140-0000-000-5009	Revenues	Tax Interim Support Funds	(12,779,981)	(7,120)	(130,549)	(215,049)						
Property Tax-All Funds	01-140-0000-000-5016	Revenues	Solar Power Tax	(221,156)	(200,653)	(243,571)	(243,708)			280,000		10,000	290,000
Property Tax-All Funds	03-340-0000-000-5001	Revenues	Current Tax	(5,896,996)	(6,465,617)	(6,623,041)	(7,396,906)	8,001,541		8,001,541		(8,001,541)	
Property Tax-All Funds	03-340-0000-000-5003	Revenues	Mobile Home Taxes	(13,206)	(13,206)	(12,697)	(13,700)						
Property Tax-All Funds	03-340-0000-000-5007	Revenues	Mobile Home Current	(2,582)	(1,869)	(2,671)	(2,315)						
Property Tax-All Funds	03-340-0000-000-5010	Revenues	Mobile Home Delinquent	(175,747)	(163,353)	(181,378)	(193,594)	700,374		700,374		(700,374)	
Property Tax-All Funds	05-121-0000-000-5007	Revenues	Mobile Home Current	(350)	(340)	(343)	(353)						
Property Tax-All Funds	05-420-0000-000-5001	Revenues	Current Tax	(1,764,815)	(1,197,571)	(1,474,030)	(1,514,547)	1,441,440		1,441,440		(1,441,440)	
Property Tax-All Funds	05-420-0000-000-5004	Revenues	Delinquent Taxes	(23,059)	(6,930)	(14,658)	(10,747)						
Property Tax-All Funds	05-420-0000-000-5007	Revenues	Mobile Home Current	(2,748)	(2,485)	(2,595)	(2,751)						
Property Tax-All Funds	05-420-0000-000-5008	Revenues	Mobile Home Delinquent	(580)	(377)	(555)	(777)						
Property Tax-All Funds	05-430-0000-000-5003	Revenues	Current Tax	(3,348,367)	(4,090,991)	(4,860,866)	(4,943,532)	5,706,076		5,706,076		(5,706,076)	
Property Tax-All Funds	05-430-0000-000-5004	Revenues	Delinquent Taxes	(57,359)	(26,567)	(47,738)	(35,912)						
Property Tax-All Funds	05-430-0000-000-5007	Revenues	Mobile Home Current	(7,459)	(6,202)	(6,968)	(6,968)						
Property Tax-All Funds	05-430-0000-000-5008	Revenues	Mobile Home Delinquent	(1,377)	(1,054)	(1,710)	(1,691)						
Property Tax-All Funds	05-451-0000-000-5001	Revenues	Current Tax	(726,717)	(764,657)	(980,000)	(996,416)	1,126,877		1,126,877		(1,126,877)	
Property Tax-All Funds	05-451-0000-000-5004	Revenues	Delinquent Taxes	(35,460)	(6,233)	(9,693)	(7,507)						
Property Tax-All Funds	05-451-0000-000-5007	Revenues	Mobile Home Current	(1,625)	(1,591)	(1,766)	(1,811)						
Property Tax-All Funds	05-451-0000-000-5008	Revenues	Mobile Home Delinquent	(342)	(238)	(340)	(365)						
Property Tax-All Funds	11-140-0000-000-5001	Revenues	Current Tax	(17,1655)	(17,1280)	(19,897)	(17,070)						
Property Tax-All Funds	11-140-0000-000-5004	Revenues	Delinquent Taxes	(3,245)	(1,355)	(2,176)	(806)						
Property Tax-All Funds	11-140-0000-000-5007	Revenues	Mobile Home Current	(385)	(557)	(183)	(6)						
Property Tax-All Funds	11-140-0000-000-5008	Revenues	Mobile Home Delinquent	(84)	(55)	(78)	(46)						
Property Tax-All Funds	12-140-0000-000-5001	Revenues	Current Tax	(2,567)	(2,645)	(1,743)	(1,621)						
Property Tax-All Funds	12-140-0000-000-5004	Revenues	Delinquent Taxes	(2,645)	(920)	(1,270)	(7)						
Property Tax-All Funds	12-140-0000-000-5007	Revenues	Mobile Home Current	(169)	(153)	(4)	(1)						
Property Tax-All Funds	12-140-0000-000-5008	Revenues	Mobile Home Delinquent	(31)	(24)	(34)	(7)						
Property Tax-All Funds	14-397-0000-000-5001	Revenues	Current Tax										
Property Tax-All Funds	14-397-0000-000-5004	Revenues	Delinquent Taxes										
Property Tax-All Funds	14-397-0000-000-5007	Revenues	Mobile Home Current										
Property Tax-All Funds	14-397-0000-000-5008	Revenues	Mobile Home Delinquent										
Property Tax-All Funds	14-397-0000-000-5010	Revenues	Penalties And Interest										
Property Tax-All Funds	18-618-0000-000-5001	Revenues	Current Tax	(230,052)	(253,649)	(256,156)	(288,004)	309,654		309,654		(309,654)	
Property Tax-All Funds	18-618-0000-000-5004	Revenues	Delinquent Taxes	(2,576)	(2,088)	(1,679)	(2,474)						
Property Tax-All Funds	18-618-0000-000-5007	Revenues	Mobile Home Current	(655)	(676)	(617)	(655)						
Property Tax-All Funds	18-618-0000-000-5008	Revenues	Mobile Home Delinquent	(15)	(9)	(17)	(42)						
Property Tax-All Funds	37-831-0000-000-5001	Revenues	Current Tax										
Property Tax-All Funds	37-831-0000-000-5004	Revenues	Delinquent Taxes	(1,711)	(135)	(4)	(4)						
Property Tax-All Funds	37-831-0000-000-5007	Revenues	Mobile Home Current										
Property Tax-All Funds	37-831-0000-000-5008	Revenues	Mobile Home Delinquent										
Property Tax-All Funds	37-831-0000-000-5011	Revenues	Current Tax	(11)	(11)								
Property Tax-All Funds	37-831-0000-000-5004	Revenues	Delinquent Taxes	(2,086,766)	(2,088,845)	(2,106,860)	(2,096,884)	2,124,979		2,124,979		(2,124,979)	
Property Tax-All Funds	37-831-0000-000-5007	Revenues	Mobile Home Current	(49,549)	(16,088)	(17,500)	(17,790)						
Property Tax-All Funds	37-831-0000-000-5008	Revenues	Mobile Home Delinquent	(6,732)	(4,351)	(3,849)	(3,893)						
Property Tax-All Funds	37-831-0000-000-5001	Revenues	Current Tax	(1,266)	(718)	(980)	(843)						
Property Tax-All Funds	37-831-0000-000-5004	Revenues	Delinquent Taxes	(272,079)	(273,344)	(273,268)	(272,861)	276,854		276,854		(276,854)	

Worksheet	Account Ending	Type	Account Name	2018 Actuals	2018 Actuals	2019 Actuals	2020 Actual	2021 Actual	2022 Budget	Discretion	Itemization Detail	Adjustments	Proposed 2023 Budget
Property Tax All Funds	37 833 0000-000-5004	Revenues	Delinquent Taxes	(3,381)	(1,592)	(4,396)	(2,179)	(2,179)	-	-	-	-	-
Property Tax All Funds	37 833 0000-000-5007	Revenues	Mobile Home Current	(659)	(570)	(500)	(507)	(507)	-	-	-	-	-
Property Tax All Funds	37 833 0000-000-5008	Revenues	Mobile Home Delinquent	(97)	(81)	(113)	(108)	(108)	-	-	-	-	-
Property Tax All Funds	37 834 0000-000-5001	Revenues	Current Tax	(475,489)	(473,945)	(473,023)	(476,727)	(476,727)	493,238	-	-	(493,238)	-
Property Tax All Funds	37 834 0000-000-5004	Revenues	Delinquent Taxes	(3,059)	(3,508)	(6,015)	(5,846)	(5,846)	-	-	-	-	-
Property Tax All Funds	37 834 0000-000-5007	Revenues	Mobile Home Current	(1,087)	(1,006)	(880)	(901)	(901)	-	-	-	-	-
Property Tax All Funds	37 834 0000-000-5008	Revenues	Mobile Home Delinquent	(224)	(157)	(240)	(196)	(196)	-	-	-	-	-
Property Tax All Funds	37 836 0000-000-5001	Revenues	Current Tax	(466,028)	(406,626)	(406,394)	(405,199)	(405,199)	418,804	-	-	(418,804)	-
Property Tax All Funds	37 836 0000-000-5004	Revenues	Delinquent Taxes	-	-	-	-	-	-	-	-	-	-
Property Tax All Funds	37 836 0000-000-5007	Revenues	Mobile Home Current	-	-	-	-	-	-	-	-	-	-
Property Tax All Funds	37 836 0000-000-5008	Revenues	Mobile Home Delinquent	-	-	-	-	-	-	-	-	-	-
Property Tax All Funds	37 850 0000-000-5001	Revenues	Current Tax	(63,801)	(62,040)	(62,164)	(67,154)	(67,154)	67,862	-	-	(67,862)	-
Property Tax All Funds	37 850 0000-000-5004	Revenues	Delinquent Taxes	(651,845)	(648,549)	(647,721)	(656,498)	(656,498)	670,520	-	-	(670,520)	-
Property Tax All Funds	37 850 0000-000-5007	Revenues	Mobile Home Current	(1,426)	(1,152)	(1,184)	(1,219)	(1,219)	-	-	-	-	-
Property Tax All Funds	37 855 0000-000-5001	Revenues	Current Tax	-	-	-	-	-	-	-	-	-	-
				\$ (35,250,454)	\$ (37,472,113)	\$ (39,887,034)	\$ (42,556,031)	\$ (42,556,031)	\$ 45,185,732	\$	\$	\$ (44,775,732)	\$ 410,000

Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 13
Title of Item for Consideration: Summary of Closed Session – County Administrator Employment Review – June 15 th , 2022	
Action Requested by: Board of Commissioners	Department: Board of Commissioners
Previous Action on this Matter: The Board of Commissioners had a closed session employee review at the June 15 th Board of Commissioners meeting. The Board of Commissioner tabled the summary until the July 20 th Board of Commissioners meeting.	
Background: The County and Chase Burnham, current Chisago County Administrator, agreed that an initial performance review would happen after the first initial six (6) months of performance, which should have happened in August 2020 and annual performance evaluations in January of each year or at such time as mutually agreed upon. At this time, no performance evaluations have taken place. The original employment contract was signed on March 16th, 2020 and was retroactive to January 15th, 2020. At the June 15th, 2022 Board of Commissioners meeting the Board of Commissioners closed the meeting to review the employment of the County Administrator. Pursuant to MN Stat. 13D.05 Subd. 3, the County Board must summarize its conclusions regarding the evaluation.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners summarize its conclusions regarding the evaluation of County Administrator Chase Burnham pursuant to MN Statute 13D.05 subd. 3.	
Implications of Action: By summarizing the conclusion of the closed session of the County Administrator, the Board would be compliance with the terms of MN Stat. 13D.05 Subd. 3. 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 _____	Deny _____
Other <u>COB</u>	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

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Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 14
Title of Item for Consideration: ARPA Expenditure – Prof/Tech Service Contract with TKDA – Jail Demolition	
Action Requested by: Chase Burnham, County Administrator	Department: Administration/Board of Commissioners
Previous Action on this Matter: At the May 11th Budget and Finance Committee, the Committee recommended allocating \$800,000 for the ‘demolition of the old jail.’ The Committee directed staff to seek the services need to demolish the ‘old jail’ facilities.	
Background: As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have discussed and directed staff to seek architectural and engineering services in connection with the demolition of the two decommissioned jail and project management services for the demolition work. This Project will prepare the site for this future development or sale by abating hazardous materials, terminating utilities, demolishing the existing buildings, grading the site, providing for proper stormwater flow and planting low maintenance vegetation. At the completion of the project, the County will have a low maintenance land asset. Demolition is anticipated to occur during summer 2023. Attachment(s): • Professional/Technical Services Contract with TKDA • TKDA Proposal for Engineering Services of Chisago County Jail Demolition	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the expenditure of up to \$95,000 for the professional and technical services of TKDA to do the engineering and architectural work to demolish the two decommissioned ‘old jail’ facilities. The following motion is suggested: <i>“Move to approve the expenditure of up to \$95,000 for the professional and technical services of TKDA to do the engineering and architectural work to demolish the two decommissioned ‘old jail’ facilities.”</i>	
Implications of Action: Approval of this agreement will begin the engineering and architectural work required to demolish the ‘old jail’ facilities. Budget/Financial Implications: The cost the professional/technical services will not exceed \$95,000 of the County’s ARPA fund allocation. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, 313 North Main, Center City, MN 55102, hereinafter "County", and Toltz, King, Duvall, Anderson and Associates, Incorporated, 444 Cedar Street, Suite 1500, UBS Plaza, Saint Paul, MN 55101, an independent contractor, not an employee of the County of Chisago, hereinafter "CONTRACTOR".

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

WHEREAS, County is in need of architectural and engineering services in connection with the demolition of the two decommissioned jail and project management services for the demolition work; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for the professional services sought by the County and CONTRACTOR has represented that that it is duly qualified and willing to perform the services set forth in this Contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This Contract shall be effective on June 23, 2022 or upon the date that the final required signature is obtained by County, whichever occurs later, and shall remain in effect until November 30, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **TERMS AND CONDITIONS.** The terms and conditions of this Contract shall consist of those terms and conditions contained in this Contract and those found in CONTRACTOR's Proposal for Engineering Services dated May 31, 2022 and General Provisions for Engineer- Architect Agreement. CONTRACTOR's Proposal for Engineering Services dated May 31, 2022 and General Provisions for Engineer- Architect Agreement, is attached hereto as a single document as **Attachment** and incorporated in this Contract. To the extent that the terms and conditions of the Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of this Contract shall prevail. Similarly, the terms and conditions found in **Attachment A** shall not be interpreted or construed in a manner to supersede, abrogate or nullify the terms and conditions of this Contract.
- III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those duties and deliver those services required of CONTRACTOR as set forth in this Contract and as further described in **Attachment A**.
- IV. **COUNTY'S DUTIES.** The County shall perform those duties and responsibilities required of the County as set forth in this Contract and those identified as "CLIENT RESPONSIBILITIES" as described in CONTRACTOR'S Proposal and Article 8 of the General Provisions for Engineer- Architect Agreement.

V. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this Contract shall not exceed shall not exceed NINETY-FIVE THOUSAND AND NO/100 DOLLARS, (\$95,000.00), including expenses, as provided in **Attachment A**. Such contract sum shall be allocated across the array of services provided by CONTRACTOR consistent with Article VI. COMPENSATION of **Attachment A**.
- B. Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work. Payment shall be made within 35 days of receipt of the invoice.

VI. 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
Address: 313 North Main Street
Telephone: (651) 213-8877
E-Mail: Chase.Burnham@chisagocountymn.gov
Fax: (651) 243-5286

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

Name: Brett Morse, PE
Address: 444 Cedar Street, Suite 1500, UBS Plaza, Saint Paul, MN 55101
Telephone: 651.292.4459
E-Mail: brett.morse@tkda.com
Fax: 651.292.0083

VII. CANCELLATION AND TERMINATION.

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material breach or violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered up to and prior the termination.

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

VIII. **ASSIGNMENT AND SUBCONTRACTING.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

IX. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR, but only to the extent such claims or causes of action are caused by the negligent acts, errors, and omissions of the CONTRACTOR or any entity for which the CONTRACTOR is legally liable. This Section IX shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

X. **INSURANCE.**

- A. *Workers' Compensation.* CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act by or on behalf of CONTRACTOR's employees or agents in no way County's obligation or responsibility.
- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

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

- C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. CONTRACTOR's professional liability policy, or a substantially similar policy covering the errors and omissions of the professionals working under this Contract, shall remain in effect for six (6) year following the completion of the work.
- D. CONTRACTOR shall name the County as an additional insured on its commercial general liability policy and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of the kinds and amounts of coverages required under this Agreement.
- XI. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.
- XII. **MINNESOTA STATUTE §181.59.** The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

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

XIII. **GOVERNMENT DATA PRACTICES ACT.**

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

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

XIV. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

Upon payment of all undisputed amounts under this Agreement, the CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced, or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative. Similarly, County acknowledges that the MATERIALS are instruments of CONTRACTOR'S professional services, intended for a specific purpose or project. Reuse or modification of any such MATERIALS by or on behalf of County, without CONTRACTOR'S written permission, shall be at County's sole risk.

- B. The CONTRACTOR represents and warrants that MATERIALS produced by CONTRACTOR 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, when used as specified in the MATERIALS. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim of a breach of this Section XIV.B. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

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

- XV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XVI. **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.
- XVII. **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.
- XVIII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XIX. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures of the parties are found on the next page.)

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

APPROVED:

1. **CONTRACTOR: TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED**, the CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

Signed:
Name and Title:
Date:

2. **COUNTY OF CHISAGO:**
APPROVED

Signed:
Rick Greene, Chairman, County Board of Commissioners
Date:

ATTEST

Signed:
Christina Vollrath, Clerk to the Board
Date:

Reviewed as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 
Jeffrey B. Fuge, Assistant County Attorney
Date: July 12, 2022

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May 31, 2022

Submitted via email: chase.burnham@chisagocountymn.gov

Mr. Chase Burnham
County Administrator
Chisago County
313 North Main Street
Center City, MN 55012

Re: Proposal for Engineering Services
Chisago County Jail Demolition

Dear Mr. Burnham:

In response to your Request for Proposal TKDA is pleased to submit this Proposal to provide Architectural and Engineering Services in connection with the Chisago County Jail Demolition in Center City, MN, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Conditions of Engineer-Architect Agreement" dated July 2009. Hereinafter, Chisago County is referred to as the CLIENT.

I. PROJECT DESCRIPTION

The CLIENT owns a piece of property with two decommissioned jail buildings located at 109 and 111 North Main Street, Center City, Minnesota. The CLIENT desires to demolish the two buildings and regrade the site to accommodate future development or sale of the property. TKDA provided a decommissioning study in June 2018 to aid the CLIENT in determining the next steps for existing buildings following construction of new Chisago County jail facility. The facility located at 109 North Main Street is the original jail facility and is a 3-story building with a footprint of 750 SF. The facility located at 111 North Main Street is a 2-story masonry and concrete building with lower floor below main grade but does walkout to the lake side and has an approximate footprint of 12,160 SF. The facility was originally constructed in 1973 and utilized a portion of the old granite headstone company building. An addition was later added in 1992. This Project will prepare the site for this future development or sale by abating hazardous materials, terminating utilities, demolishing the existing buildings, grading the site, providing for proper stormwater flow and planting low maintenance vegetation. At the completion of the project, the CLIENT will have a low maintenance land asset.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. CONSTRUCTION DOCUMENTS

1. Project management and administration of the TKDA team.
2. Conduct a kick-off meeting with the CLIENT and observe existing characteristics of the buildings to include in demolition plans.
3. Provide a topographic survey from of the existing building site. The topographic survey shall include all information to depict the existing conditions of the site including: building locations, streets, sidewalks, curbs and curb cuts, utilities, catch basins and manholes, trees, lake shore, signs, utility poles, property lines, neighboring buildings, and elevations for drainage design. This information will be used as the basis of our design and submittal of documents to the City of Center City for permitting requirements.
4. Coordination with the City of Center City, Xcel Energy, CLIENT, and all other utility companies for termination of building electrical, gas, water, communications and sanitary sewer utilities.
5. Sub-consult with an environmental testing firm (AET) to provide asbestos and regulated waste testing and provide identification of hazardous material type, location and quantities for future abatement. Testing shall be in conformance with EPA regulations and will identify regulated wastes as referenced in the MPCA Pre-Demolition Environmental Checklist and Guide.
6. Sub-consult with a geotechnical testing firm (AET) to provide subsurface testing to identify type of soils and

rock, potential contamination (hydrocarbons from fuel tank) and provide for soil backfill recommendations and compaction requirements.

7. Prepare plans for a demolition package to submit to the City of Center City for permitting. The demolition documents may include the following:
 - a. Title Plan.
 - b. Demolition Notes and Typical Details.
 - c. Existing Site Plan.
 - d. Utility Termination Plan
 - e. Building Demo Plan.
 - f. Building Sections.
 - g. Site Restoration and Grading Plan.
 - h. Site Restoration Details.
 - i. Plans of existing buildings may be included in the appendix of the documents.
8. Prepare Division 0 and 1 front end specifications in addition to technical specifications.
9. Provide geotechnical and Asbestos and Regulated Waste reports in the appendix of specifications.
10. Provide an estimate of probable construction costs.
11. Submit design documents at 60% for CLIENT's review.
12. Conduct a 60% design review meeting with the CLIENT.
13. Submit design documents at 90% for CLIENT's review.
14. Conduct a 90% design review meeting with the CLIENT and incorporate comments into final documents.
15. Conduct one (2) meetings with the City of Center City to review the project and receive comments.
16. Provide one (1) set of final demolition plans and specifications in pdf format and email to the CLIENT.
17. Submit one (1) set of demolition plans and specifications to the City of Center City for plan review and permitting requirements.

B. BIDDING PHASE

1. Attend pre-bid meeting with the CLIENT and contractor.
2. Provide addendum with responses to Contractor written questions & construction document clarifications.
3. Coordinate with CLIENT for review of contractor bids and issue award letter.
4. Provide conformed construction documents incorporating bidding phase changes.

C. CONSTRUCTION PHASE

1. Attend pre-construction meeting with the CLIENT and the contractor and provide meeting minutes.
2. Provide responses to contractors written RFIs for document clarifications.
3. Provide review of Contractor submittals for conformance with construction documents.
4. Attend four (4) weekly construction meetings and site visits for coordination with the Contractor and provide meeting minutes.
5. Attend up to five (5) additional site visits to monitor and observe construction activities.
6. Conduct punchlist walk through in coordination with the CLIENT and prepare punchlist.
7. Provide final record plans incorporating redlines submitted by the contractor.
8. Construction administration services are limited to 86 hours.

III. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, TKDA will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Rate basis per our Master Contract, and such billings shall be over and above any maximum amounts set forth herein.

- A. Changes in scope during design.
- B. Additional site visits requested during design and/or construction beyond those noted herein.
- C. Landscape design beyond Class 5 or grass seeding.
- D. Permitting and plan review fees.

CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in our Article 8 of the General Provisions and as further described or clarified below:

- A. Designate an individual to act as a representative with respect to the work to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Provide TKDA with access to the site and appropriate photographs of existing conditions as required to perform services listed herein.
- C. Provide timely direction regarding any specific equipment and/or material requirements.
- D. Provide reproduction of bid package(s) and construction drawings and specifications.
- E. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so the project schedule can be maintained.
- F. Payment of permit and review fees.

IV. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of a Purchase Order and Notice to Proceed, and to complete all design services as described in section II A. within 10 weeks from notice to proceed (NTP). Demolition is anticipated to occur during summer 2023.

V. COMPENSATION

Compensation to TKDA for services provided as described herein shall be on an Hourly Time and Materials basis for the not-to-exceed amount of \$95,000, plus reimbursable expenses. Payment shall be made in accordance with Article 3 of the General Provisions.

The level of effort required to accomplish SECTION II services can be affected by factors beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, TKDA agrees we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VI. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official of Chisago County and return of a signed original to us. This Proposal will be open for acceptance for 30 days, unless the provisions herein are changed by us in writing prior to that time. Please contact Brett Morse directly at 651.292.4459 or brett.morse@tkda.com if you should have any questions.

We appreciate the opportunity to serve you on your project.

Sincerely,



C. Brett Morse, PE
Project Manager



Peter "Rusty" Steitz, PE
Vice President, Facilities Engineering

Attachment: General Provisions



Mr. Chase Burnham | Chisago County
Proposal for Engineering Services
Chisago County Jail Demolition
May 31, 2022
Page 4

ACCEPTED FOR CHISAGO COUNTY

By: _____
(Signature) Printed Name/Title Date

CLIENT DESIGNATED REPRESENTATIVE:

Name/Title Phone Email

CBM PRS:amc:ayo
K:\Bidding Proposals\Chisago County Jail Demo Final Design\Chisago County Jail Demolition RF 151322.docx

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

8. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform accordance with professional standards any duty or responsibility which TKDA undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement for any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and cause of action against TKDA and anyone for whom TKDA may be legally liable, for claim CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 15
Title of Item for Consideration: Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation dated 7/1/21 through 6/30/22.	
Background: Chisago County Health and Human Services has had a long-standing relationship with the Hazelden Foundation for the provision of Chemical Dependency treatment services. In an ongoing commitment to assure the provision of chemical dependency treatment services at the Hazelden Foundation Center City site for eligible Chisago County residents, both parties have agreed to enter into an agreement offering treatment, aftercare, and educational services for Chisago County residents. This agreement focuses on persons that would otherwise be eligible for state funded Consolidated Chemical Dependency Treatment funds and accompanied by a finding from Chisago County Health & Human Services personnel that this treatment site is determined to be the most cost effective for Chisago County and appropriate for meeting the needs of the client. Attachment(s): Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation – dated 7/1/22 through 6/30/23	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation to provide 26, at no cost patient admissions, along with a pool of dollars in the amount of \$64,000.00 that the County can access for additional services. The suggested motion is as follows: <i>“Move to approve the Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation to provide 26, at no cost patient admissions, along with a pool of dollars in the amount of \$64,000.00 that the County can access for additional services.”</i>	
Implications of Action: Following approval of this Letter of Agreement, Hazelden Betty Ford Foundation will provide 26, at no cost patient admissions, along with a pool of dollars in the amount of \$64,000.00 that the County can access for additional services. Budget/Financial Implications: This agreement is funded by Hazelden Foundation dollars and supports the State of Minnesota Chemical Dependency Treatment funds also managed by Chisago County Health & Human Services. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**Letter of Agreement
Between
Chisago County
and
Hazelden Betty Ford Foundation**

Services at Hazelden Betty Ford Foundation – 26 free patient admissions

1. Substance Abuse Treatment Services

- a. Service Locations:
 - i. Hazelden Center City: Adult Residential/Day Treatment
 - ii. Hazelden Plymouth: Adolescent/young adult Residential/Day Treatment
- b. Admission Criteria: Hazelden Betty Ford Foundation shall provide preadmission screening to determine that Patient is in need of drug and alcohol treatment services and is appropriate for residential or day treatment care placement at Hazelden Betty Ford Foundation. Hazelden Betty Ford Foundation will determine patient appropriateness and timing of admission in accordance with standard practices.
- c. Services Included: All services provided within the realm of CD/Substance Abuse treatment, i.e. detox, limited physical exam, general CD lab tests, detox medications, CD program, room & board (for residential treatment only), reasonable mental health services.
- d. Services Excluded: Additional medical and/or prescriptive services beyond those provided or associated with customary CD Substance Abuse treatment including but not limited to: emergency medical, pharmacy (non-standard), room & board for day treatment, dental, optical, etc. Any such services required by patient and not covered by Hazelden Betty Ford Foundation will be discussed with the patient.

2. Patient Aid Pool

Hazelden Betty Ford Foundation will provide a pool of dollars in the amount of \$64,000 that the County can access for services. Services will be priced at current rates and obligation satisfied by patient aid pool. Services available include:

- a. Family Program: Program is a 4-day educational program offered to families. It is non-residential. Additional family members (one participant is included in the residential program) may attend the program at a cost of \$813 per person.
- b. Services for residential or day treatment patient which are "excluded services" above.

3. Strategic Initiatives Director

Hazelden Betty Ford Foundation will provide the resources of our Strategic Initiatives Director as approved by the Payer Relations and Revenue Analytics Director, Lee Peterson. His contact information is listed below:

- a. Ashley Gibson
Director Payer Relations and Utilization Management
Hazelden Betty Ford Foundation
Desk: 651-213-4519
AGibson@hazeldenbettyford.org

4. General

- a. This Letter of Agreement (LOA) is applicable to Chisago County.
- b. Chisago County will be initiating the patient admission process with Hazelden Betty Ford Foundation.
- c. This LOA supersedes all previous agreements between Hazelden Betty Ford Foundation and Chisago County and may be canceled, in part or in whole, with or without cause by either party with 30 days' written notice.
- d. Both Parties agree in good faith to honor the spirit and intent of the LOA.
- e. The conditions and terms referenced within this LOA are effective for the period of 7/1/2022 to 6/30/2023.
- f. Provider agrees that the use or disclosure of any part of information concerning an eligible client is violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13 or the Health Insurance Portability and Accountability Act (HIPAA) for any purpose not directly connected with the Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- g. Hazelden Betty Ford Foundation will provide Chisago County with a certificate of insurance naming Chisago County as additional insured by the Hazelden Betty Ford Foundation. Chisago County minimum insurance limits are \$500,000 per claim, \$1,500,000 per occurrence, and \$3,000,000 annual aggregate.
- h. Insurance coverage by Hazelden Betty Ford Foundation in amounts greater than tort liability limits set for municipal corporations, pursuant to Minnesota Statute 466 shall not constitute a waiver of liability cap(s) available to the County.
- i. For ongoing management of this agreement, the responsible party from Chisago County will be the Health and Human Services Director or designee, and from the Hazelden Betty Ford Foundation the Payer Relations and Revenue Analytics Director or designee.

Chisago County

By _____

Printed _____

Title _____

Date _____

Chisago County Government Center
313 N. Main Street, RM. 239
Center City, MN 55012

Hazelden Betty Ford Foundation

By _____

Printed James A. Blaha

Title VP-Finance, CFO & CAO

Date _____

Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, RW 12
Center City, MN 55012

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Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 16
Title of Item for Consideration: SHIP Grant Agreement – Chisago Lakes School District 2144	
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 Lakes School District 2144	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – Chisago Lakes School District 2144 to purchase the materials that are necessary to Students and Wild Cat Community members to become active and improve their health and quality of life by purchasing items for basketballs, yoga, and pickleball. The following motion is suggested: <i>“Move to approve the SHIP Grant Agreement – Chisago Lakes School District 2144 to purchase the materials that are necessary to Students and Wild Cat Community members to become active and improve their health and quality of life by purchasing items for basketballs, yoga, and pickleball.”</i>	
Implications of Action: Approval of this SHIP grant agreement will allow Chisago Lakes School district to purchase the materials that are necessary to Students and Wild Cat Community members to become active and improve their health and quality of life by purchasing items for basketballs, yoga, and pickleball. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,820.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

<i>Administrator's Recommendation</i>			
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 Lakes School District 2144, 29330 Olinda Trail, 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 Lakes School District applied to County for a SHIP Grant in order to purchase equipment for the Wildcat community Center. The equipment is being requested by the physical education teachers and community members, the equipment will help students and WCC members be active in multiple activities, improve their health, and their quality of life by coordinating the new programs such as yoga, basketball and pickleball; 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 Eight Hundred Twenty Dollars (\$2,820.00)**; 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 Lakes School District enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 21, 2022 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: Betsy Dandgren
Address: 29330 Olinda Trail, Lindstrom, MN 55045
Phone: 651-213-2497
Email: basandgren@isd2144.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 Eight Hundred Twenty Dollars (\$2,820.00)**.
- 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: Betsy Sandgren, C.E. Coordinator
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney
Date:

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Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 17
Title of Item for Consideration: Public Safety Communications Facility Use Agreement with Polk County, Wisconsin	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: Polk County Wisconsin wishes to enter into an agreement to permit Polk County owned communications equipment to be put on Chisago County controlled communications towers, land, and buildings or other structures in both the City of Taylor Falls, Minnesota and Town of Eureka, Polk County, Wisconsin. Polk County has received authorization from the City Council of Taylors Fall to locate and operate its public safety communications facilities and equipment at the location of the Taylors Falls' water tower. Polk County has requested access to the Chisago County towers because Polk County has determined that the Taylor Falls Tower can provide better emergency radio coverage to the St. Croix River Valley. Additionally, Chisago County has determined that the Taylor Falls Tower and shelter has the available capacity and is willing and able to provide space on the Tower and in Shelter to Polk County under certain terms and conditions. Attachment(s): • Communications Facility Use Agreement with Polk County, Wisconsin	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Public Safety Communications Facility Use Agreement with Polk County, Wisconsin so Polk County communications equipment can be placed on the Chisago County controlled communications tower in Taylors Falls Minnesota. The following motion is suggested: <i>"Move to approve the Public Safety Communications Facility Use Agreement with Polk County, Wisconsin so Polk County communications equipment can be placed on the Chisago County controlled communications tower in Taylors Falls Minnesota."</i>	
Implications of Action: Approval of this agreement will allow Polk County Wisconsin to place its communications equipment on the Chisago County controlled communications tower in Taylors Falls Minnesota. 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. 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 _____

COMMUNICATIONS FACILITY

USE AGREEMENT

Taylor Falls Tower

Milltown Towers

THIS AGREEMENT, by and between County of Polk, hereinafter referred to as "POLK" and County of Chisago, hereinafter referred to as "CHISAGO";

WHEREAS, POLK wishes enter into agreements to permit POLK owned communications equipment on CHISAGO controlled communications towers, land, buildings or other structures in both the City of Taylor Falls, Minnesota and Town of Eureka, Polk County, Wisconsin, and

WHEREAS, CHISAGO has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Taylor Falls Tower," located at 560 Rieke Road, in the City of Taylors Falls, MN, which is more fully described in Exhibit 1, attached hereto, and

WHEREAS, CHISAGO has custodial responsibility for a communications tower, and shelter, on which the tower is located, herein referred to respectively as the "Chisago Milltown Tower," located at 2159 220th Avenue, in the Town of Eureka, WI, and is on POLK owned land, which is more fully described in Exhibit 2, attached hereto, and

WHEREAS, POLK has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Polk Milltown Tower," located at 2159 220th Avenue, in the Town of Eureka, WI, which is more fully described in Exhibit 2, attached hereto, and

WHEREAS, Polk has received permission from the City of Taylor Falls through a Mutual Agreement to utilize the Taylor Falls Tower, which is a city owner water tower, and used by Chisago for emergency radio communications, and

WHEREAS, Polk has determined that the Taylor Falls Tower has the ability to provide better emergency radio coverage to the St. Croix River Valley and Chisago is willing and able to provide space on the tower under certain terms and conditions, and

WHEREAS, CHISAGO has determined that the Taylor Falls Tower and shelter have available capacity and is willing and able to provide space on the Tower and in Shelter to POLK under certain terms and conditions, and

WHEREAS, POLK requires space on the Taylor Falls Tower and in a shelter to install and maintain POLK'S communications equipment.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. COMMUNICATIONS FACILITY

CHISAGO grants, and POLK accepts, this agreement, "Agreement", for the use of Antenna space and shelter space on or within CHISAGO'S Taylor Falls Tower located in the County of Chisago, Minnesota, more fully described on attached Exhibit 1.

CHISAGO grants, and POLK accepts, the Agreement for connecting fiberoptic cable to complete the microwave simulcasting between the Chisago Milltown Tower to the Polk Milltown Tower located in the County of Polk, WI, more fully described on attachment Exhibit 2.

2. TERM

The term of this Agreement is for 25 years, commencing on January 1, 2022, and expiring December 31, 2047.

- 2.1 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

3. USE

- 3.1 CHISAGO hereby grants POLK a non-exclusive right to install, use and maintain POLK'S communications equipment on the Taylor Falls Tower, subject to the terms and conditions described herein. CHISAGO reserves the right to allow CHISAGO'S property to be used by others and make additions, deletions, and modifications to CHISAGO'S communications equipment, if any.
- 3.2 Placement of Antenna(s): POLK shall, at POLK'S expense, mount POLK'S antenna(s) and equipment only in such location(s) on the Taylor Falls Tower as to not disrupt or interfere with CHISAGO'S radio equipment.
- 3.3 Placement of Communications Equipment: POLK shall, at POLK'S expense, locate and install their Communications Equipment only in such location(s) inside CHISAGO'S shelter as to not disrupt or interfere with CHISAGO'S radio equipment.
- 3.4 POLK may not add additional equipment or antennas without the written approval of CHISAGO, which shall be granted only in the form of a written amendment hereto.

4. FEES

- 4.1 POLK agrees that the additional equipment being added to the Taylor Falls Tower will increase the CHISAGO'S electricity costs, which POLK shall be responsible for the increased cost.

5. TERMINATION

- 5.1 POLK may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to CHISAGO.
- 5.2 POLK may terminate this Agreement if POLK is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 CHISAGO may terminate this Agreement for the following reasons:
- a. In the event of any failure of POLK to pay any fee due under this Cooperative Agreement within a reasonable amount of time, or any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by POLK for more than thirty (30) days after written notice of such default has been given to POLK. Upon such termination, POLK shall quit and surrender the Taylor Falls Tower to CHISAGO; and by such repossession, CHISAGO shall not be deemed to have waived its right (if any) to collect fees due (if any) from POLK hereunder or to enforce the other obligations of POLK hereunder.
 - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, highway requirements, or other required governmental services.
- 5.4 Upon termination, POLK shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of POLK'S equipment from CHISAGO'S Property. POLK'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and CHISAGO may possess, remove and dispose of the equipment at will and charge POLK for the reasonable cost of removal and disposal thereof.
- 5.5 Upon termination and at CHISAGO'S written request, POLK shall restore any painted surfaces disturbed by POLK'S occupancy to their original condition.

- 5.6 CHISAGO and POLK hereby agree that POLK shall not be reimbursed by CHISAGO for any investment or expense incurred by POLK as a result of this Agreement upon termination of the Agreement.

6. DUTIES OF CHISAGO

- 6.1 CHISAGO shall provide for the general maintenance of CHISAGO'S Property, and Communications Facility, including obstruction lights, if any, inspections, and any other measures necessary to maintain the safety and utility of CHISAGO'S Property. CHISAGO agrees to maintain CHISAGO 'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 CHISAGO shall, upon execution of this Agreement, provide POLK with the name, address and telephone numbers of CHISAGO 'S Authorized Agent, who shall be POLK'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement.
- 6.3 CHISAGO hereby grants to POLK non-exclusive right of access to the Communications Facility as necessary to install and maintain POLK'S equipment.
- 6.4 CHISAGO shall provide POLK with a method of access to the Communications Facility.
- 6.5 CHISAGO shall furnish and provide electrical services, including emergency back-up power to POLK for its use.
- 6.6 CHISAGO hereby grants to POLK easement rights to connect to services that are available from third party vendors.
- 6.7 CHISAGO shall approve all electrical and telephone wiring routes inside CHISAGO 'S shelter prior to installation by POLK or POLK'S contractors, which approval shall not be unreasonably withheld.
- 6.8 CHISAGO shall have no liability to POLK for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond CHISAGO'S direct control.

7. DUTIES OF POLK

- 7.1 POLK warrants that POLK'S use of the Communications Facility shall not interfere with any of CHISAGO'S communications equipment or any

other users that are on CHISAGO'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, POLK shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of CHISAGO'S Property by any other communications users, CHISAGO shall have the responsibility to order the operator of the newly added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.

- 7.2 POLK shall in no way alter, disrupt, modify, or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 POLK, its employees, contractors, or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining CHISAGO'S written consent.
- 7.4 Prior to installing, replacing, or modifying any equipment on the Communications Facility, POLK shall notify CHISAGO'S Authorized Agent and secure written approval from CHISAGO'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. POLK shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 POLK shall notify CHISAGO'S Authorized Agent of any scheduled access or emergency access to the Communications Facility.
- 7.7 POLK shall install and maintain POLK'S antennas and equipment in accordance with standard engineering practices and in accordance with CHISAGO'S technical standards, if any. POLK'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 POLK shall not cause any mechanic or materialmen's liens to be placed on CHISAGO'S Property as a result of POLK'S occupancy of said Communications Facility.
- 7.9 POLK hereby agrees that POLK'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the POLK'S communications system in

proper working order in and around the Communications Facility and tower.

8. CHANGES TO POLK'S EQUIPMENT

Any future changes to POLK'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of POLK'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to CHISAGO'S property or any other reason, shall be included herein by Amendment hereto.

9. INSURANCE

POLK and CHISAGO agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. COUNTY, and subcontractors, agree to maintain self-insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

POLK, and its subcontractors, agree to provide proof of insurance if requested by CHISAGO.

10. PERSONAL PROPERTY

Any fixtures or equipment attached to or installed in any part of the Communications Facility by POLK shall remain the personal property of POLK with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.

11. DESTRUCTION OF THE COMMUNICATIONS FACILITY

If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder, or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if CHISAGO fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

12. NOTICES

All notices or communications between POLK and CHISAGO shall be sent in writing to the following:

CHISAGO
County M.I.C.S. Director
Jon Eckel
1500 West County Road B2 MS-730
Center City, MN 55012
651-213-8201
jmeckel@co.chisago.mn.us

POLK
Chief Deputy
Don Burrows
1005 West Main St, Ste 900
Balsam Lake, WI 54810
715-485-8322
don.burrows@polkcountywi.gov

13. MODIFICATIONS/AMENDMENTS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the POLK and CHISAGO. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LIST OF EXHIBITS

EXHIBIT 1: Taylor Falls Tower Map

EXHIBIT 2: Polk/Chisago Milltown Tower Map

POLK:

POLK COUNTY

POLK certifies that the appropriate person(s) has executed the Use Agreement on behalf of POLK as required by applicable articles, bylaws, resolutions or ordinances.

Signature: Vince Netherland

Print Name: Vince Netherland

Date: June 7, 2022

CHISAGO:

CHISAGO COUNTY

CHISAGO certifies that the appropriate person(s) have executed the Use Agreement on behalf of CHISAGO as required by applicable articles, bylaws, resolutions or ordinances.

Signature: _____

Print Name: _____

Date: _____

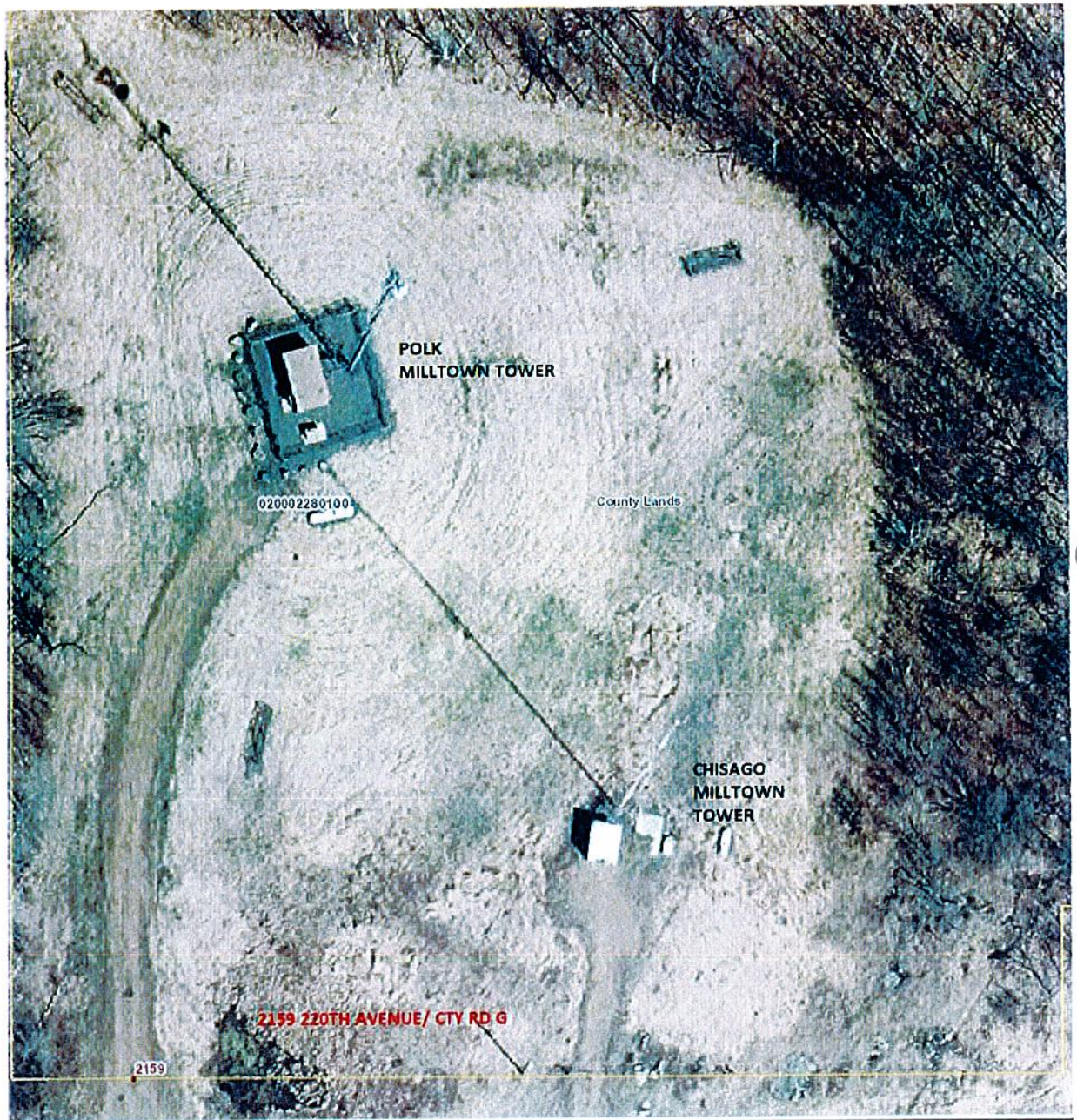
Exhibit 1

TAYLOR FALLS TOWER



EXHIBIT 2

CHISAGO/POLK MILLTOWN TOWERS



Chisago County Request For Board Action

Meeting Date: July 20, 2022	Item Number: 18
Title of Item for Consideration: School Resource Officer Services – Rush City School	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: On June 13, 2018, the Board approved the contract with the Rush City School Board and the City of Rush City to provide a School Resource Officer for the 2018/2019, 2019/2020, and 2021-2022 school years.	
Background: The Sheriff's Office along with the Rush City School Board and the City of Rush City wanted to implement a School Resource Officer into the school district for safety and security reasons. The School Board and the City of Rush City both agree to cover 26.5% of the yearly costs and purchase 1100 contracted School Resource Officer hours to be used in the school district. The Rush City School District and City of Rush City have both already approved this agreement. Attachment(s): Agreement to Provide School Resource Officer Services- Rush City School	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement to Provide School Resource Officer (SRO) Services for the Rush City School District. The suggested motion is as follows: <i>“Move to approve the agreement to Provide School Resource Officer Services for Rush City School District for the 2022-2023 school year.”</i>	
Implications of Action: By the Board approving this action, the Sheriff's Office will continue to be able to provide a School Resource Officer to the Rush City School District. Budget/Financial Implications: This position is already budgeted in the Sheriff's Office 2022 and 2023 personnel budgets. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies. The County Attorney has reviewed the agreement and approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

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**AGREEMENT TO PROVIDE
SCHOOL RESOURCE OFFICER (SRO) SERVICES TO
RUSH CITY SCHOOL**

This is an Agreement between political subdivisions consisting of County of Chisago (hereinafter referred to as the "COUNTY"), by and through the Chisago County Sheriff's Office, 15230 Per Rd., Center City, Minnesota 55012; the City of Rush City, (hereinafter referred to as the "MUNICIPALITY"), located at 325 So. Elliot Ave. Box 556, Rush City, MN 55069, and Rush City Public School District, Independent School District 139 (hereinafter referred to as the "SCHOOL") located at 51001 Fairfield Ave., PO Box 566, Rush City, Minnesota 55069 (collectively referred to herein as the "PARTIES") to provide School Resource Officer services to the SCHOOL for the period September 1, 2022 through August 31, 2023.

WHEREAS, the COUNTY, through the Chisago County Sheriff's Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the MUNICIPALITY, under a separate contract pursuant to Minnesota Statute §436.06, consisting of patrol services within the residential areas, businesses, parks and other public properties, enforces state statutes and ordinances of the MUNICIPALITY, and this Agreement shall be separate from that Agreement:

WHEREAS, the PARTIES wish to cooperatively provide "School Resource Officer" (also referred to herein as "SRO") services to the SCHOOL to enhance security and safety within the SCHOOL facilities and SCHOOL property; to build positive relationships between law enforcement, students and school staff; and to increase individual accountability on a consistent basis. The PARTIES agree that it would be advantageous to the SCHOOL and the MUNICIPALITY to contract with the COUNTY for said services:

WHEREAS, such agreements are authorized under Minnesota Statutes § 471.59 authorizing any two or more governmental units to come together to jointly exercise their powers, and specifically authorized for by the provisions of Minnesota Statute § 436.05 authorizing the governing bodies of towns and the sheriff of any county to contract for the furnishing of police/law enforcement services;

WHEREAS, the PARTIES to this Agreement acknowledge the purpose of this Agreement is to formalize the relationship for the SHERIFF'S increased services to the SCHOOL. The purpose is to further, heighten availability of law enforcement for responses to the SCHOOL's calls for service; secure law enforcement presence at SCHOOL events and facilities, and increase response to, and investigation of, criminal or delinquent offenses committed on school grounds or facilities; and

WHEREAS, the COUNTY is agreeable to rendering such services, which shall be referred to as "School Resource Officer" (SRO) services, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the COUNTY, the MUNICIPALITY, and the SCHOOL agree as follows:

I. SCOPE OF SERVICES

1.1 The COUNTY. The COUNTY, by and through the SHERIFF, agrees to provide "School Resource Officer" services to the SCHOOL which will include, but not be limited to, the following:

- A. Increase physical presence and engage with students and staff during SCHOOL hours or at designated SCHOOL events to establish rapport between the SRO and the student population;
- B. Patrol SCHOOL grounds and facilities during specified times or events in order to:

- (1) Reduce or deter incidents of school violence;
 - (2) Maintain a safe and secure environment on school grounds;
 - (3) Reduce frequency or intensity criminal, delinquent, or juvenile petty offenses;
- C. Coordinate with SCHOOL administration and staff the SCHOOL's Emergency Operations Plans and the implementation of any safety drills including fire, inclement weather, active shooter or other lock-down drills;
 - D. Periodically review and assess the SCHOOL's physical space, policies, and/or procedures to complete a threat assessment and evaluate potential risks for student and staff safety;
 - D. Present drug awareness and resistance education (DARE or other similar program) to students or provide personal safety education to students and/or staff as requested by SCHOOL administration;
 - E. Respond to complaints and investigate matters of alleged criminal or delinquent activity;
 - F. Provide appropriate, and when warranted, immediate response and interventions regarding students who may be abused, neglected and otherwise maltreated pursuant to Minnesota Statutes § 626.556 or Minnesota Statutes § 260C.001 *et seq.* This response may include making reports to the local social service agency, taking immediate action to place a student on a hold pursuant to Minnesota Statute § 260C.175; or enforcing court orders;
 - G. Assist SCHOOL staff and respond to concerns of visitors at the SCHOOL facilities, including the presence of unauthorized adults, allegations of trespass or threatening behaviors, and alleged violations of Orders for Protection, Domestic Abuse No Contact Orders or Harassment Restraining Orders;
 - H. The School Resource Officer shall submit to the PARTIES quarterly activity reports detailing the activities of the SRO within the SCHOOL. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would disclose private or confidential data.
- 1.2 All services shall be provided for during times and at a rate as described in Exhibit A, which is attached hereto and made a part of this Agreement.
- 1.3 Except as otherwise hereinafter specifically set forth, SRO services shall encompass duties and functions of the type within the jurisdiction of a licensed peace officer, including but not limited to:
- A. Enforcement of criminal law and protection of students and staff and the public against criminal activity; the SRO shall follow the Sheriff's Office chain of command; adhere to SHERIFF's policies and procedure; and comply with the COUNTY'S Personnel Manual;
 - B. Complete reports related to any reported incidents of alleged criminal or delinquent activity and investigate said incidents consistent with the SHERIFF's standards and expectations, utilizing other COUNTY resources and investigative tools, as appropriate;
 - C. Coordinate, when practical, the investigative approach between the SHERIFF and the SCHOOL. The SRO need not coordinate with SCHOOL administration or staff when disclosure of information is deemed to jeopardize an ongoing investigation. The SRO

shall comply with applicable legal standards for searches, seizures, and interviews. The SRO will not be involved with administrative activities of school personnel unless a violation of law (criminal, delinquent, juvenile petty offense, or juvenile traffic offense) is alleged or there is an exigent circumstance requiring intervention for safety or to prevent flight:

- D. The SRO shall wear a Chisago County Sheriff's Office-approved uniform or other approved attire;
- 1.4 The manner and standards of performance, the discipline of peace officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the SHERIFF and/or the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level or manner of performance of such service, the determination thereof made by the SHERIFF of the COUNTY shall be final and conclusive as between the PARTIES hereto, subject however, to the provisions of Section II., herein.
- 1.5 In the event the MUNICIPALITY or SCHOOL, through its respective elected body or authorized agent(s), notifies the COUNTY that it is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY and SCHOOL agree that the COUNTY shall have the full cooperation and assistance from the MUNICIPALITY and SCHOOL, their respective officers, agents and employees.
- 1.7 The COUNTY shall furnish and supply all necessary labor, supervision, equipment including a radio, cell phone and computer (except the SCHOOL will provide equipment as provided in Section 1.9 herein), communication facilities and dispatching, and supplies necessary to provide requisite services unless otherwise agreed to and described in Exhibit A.
- 1.8 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY, on SCHOOL property, or SCHOOL facilities, as is currently provided by law.
- 1.9 The SCHOOL. The SCHOOL administration, teachers and staff will generally support and cooperate with the assigned School Resource Officer and
- A. The SCHOOL will provide the SRO with a work space within the SCHOOL, conducive to performing School Resource Officer services that will accommodate the confidential nature of the work; this work space may include a desk with drawers, chair, file cabinet for records or materials with a locking mechanism;
 - B. The School will allow reasonable opportunity for the SRO to provide information and/or address students, teachers, school staff, and parents about the SRO services, goals and objectives. School Administration will coordinate with the SRO on issues related to security and/or criminal or juvenile justice issues.
 - C. When contraband is located on school property by any teacher, administrator or other school staff, the SRO shall be notified.

II. TERM OF AGREEMENT/TERMINATION

- 2.1 This agreement shall commence September 1, 2022 through August 31, 2023.
- 2.2 Any PARTY may terminate this Agreement by notifying the other two (2) PARTIES in writing of their intent to terminate the agreement six (6) months prior to the end of the commencement of the next contract period.
- 2.3 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

Chisago County Administrator
Chisago County Government Center
313 North Main Street, Rm 178
Center City, MN 55012

Chisago County Sheriff
Chisago County Public Safety Center
15230 Per Rd.
Center City, MN 55012

Rush City, Attn: City Clerk
City Hall
325 E. Elliot, Box 556
Rush City, MN 55069

Rush City Schools, Attn: Superintendent
School District Offices
51001 Fairfield Avenue, PO Box 566
Rush City, MN 55069

III. PAYMENT

- 3.1 The MUNICIPALITY agrees to pay the COUNTY 26.5% cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered by this Agreement.
- 3.2 The SCHOOL agrees to pay the COUNTY 26.5% of the cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered under this Agreement.
- 3.3 The COUNTY agrees to be responsible for the Actual cost of employing the School Resource Officer position and cover the remaining 47% not covered by the MUNICIPALITY'S and SCHOOL'S pro rata share of the COUNTY'S total cost. The County will also coordinate and govern the following: wages of the employee engaged in performing said services, including vacation and sick leave; mileage, uniforms; public employees retirement contributions; workers' compensation, automobile, general liability insurance costs; general overhead, including indirect expenses and supplies, radio unit expense, and health expense. Costs as used herein shall include Mobile Data Computer expense. Computation of actual costs hereunder shall be made by the Chisago County Auditor based on information provided by the SHERIFF.
- 3.4 The COUNTY shall bill the MUNICIPALITY and the SCHOOL on a quarterly basis commencing for services to the SCHOOL as set forth in Exhibit A. The MUNICIPALITY and the SCHOOL shall each be individually responsible for their share as provided in the quarterly billing statement, and each shall pay the COUNTY within 35 days of receipt of the billing statement.
- 3.5 An estimate of the costs for the upcoming agreement year(s) shall be furnished by the COUNTY to the MUNICIPALITY and the SCHOOL no later than May 1st of the year prior to a cost adjustment. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY and the SCHOOL to estimate its budget. The MUNICIPALITY and SCHOOL shall indicate in writing its acceptance of the Budget Estimate prior to August 1st of the year the current agreement expires.

IV. ASSUMPTION OF LIABILITIES / INSURANCE

- 4.1 **Wages of SRO.** Except as may be otherwise provided herein or by addendum, the MUNICIPALITY and the SCHOOL shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to the SRO or any COUNTY personnel performing services hereunder for said SRO Services, and the COUNTY hereby assumes said responsibility for payment of wages and benefits.
- 4.2 **Workers Compensation.** The COUNTY agrees to be responsible for any claim of injury or sickness to the assigned School Resource Officer stemming from the performance of work under this Agreement. However, the COUNTY does not waive the right to subrogation on a worker's compensation claim brought as a result of work performed under this Agreement.
- 4.3 **Indemnification.** Each PARTY to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other PARTIES, their respective officers, agents and employees against liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees that the others, their officers, agents and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of act or omission of the PARTY, its officers, agents or employees, in the execution, performance or failure to adequately perform their respective obligations pursuant to this Agreement.
- 4.4 **Insurance.**

A. The COUNTY agrees to maintain, during the term of this Agreement, general liability insurance to ensure it will be in a position to indemnify the other PARTIES, as required above; and the COUNTY will maintain workers' compensation insurance, public employees' liability insurance, and automobile insurances, in amounts deemed appropriate and not less than the coverage limits prescribed under Minn. Stat. Chapter 466.

B. The MUNICIPALITY and the SCHOOL will each maintain general liability insurance with coverage limits not less than those prescribed in Minn. Stat. Chapter 466, to ensure that each is in a position to indemnify the other PARTIES for any claims arising out of acts or omissions of those MUNICIPALITY or SCHOOL

- 4.5 Certificate of Insurance: The COUNTY will provide certificate of insurance listing the SCHOOL and MUNICIPALITY as additional insured or additional covered party. The SCHOOL and MUNICIPALITY will provide certificate of insurance listing the COUNTY as additional insured.

V. GENERAL PROVISIONS

- 5.1 The COUNTY, the MUNICIPALITY, and the SCHOOL shall not discriminate and, to the extent applicable, shall comply with Minnesota Statutes § 181.59. Each PARTY is committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.2 The SCHOOL may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement.

- 5.3 **Date Practices.** The COUNTY, the MUNICIPALITY, and the SCHOOL must all comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by any of the PARTIES hereto in accordance with this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by any PARTY.
- 5.4 **Federal Educational Rights to Privacy Act (FERPA)** Education Records, defined as records that are directly related to a student and that are maintained by an educational agency, including the SCHOOL, shall not to be released to the SRO, except as provided for in 34 CFR § 99.31
- 5.5 If any PARTY fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a ten (10) day written notice of the default. Said notice shall be in writing and hand-delivered to the other PARTY. Failure by any PARTY to promptly enforce any term of the Agreement shall not constitute a waiver of the right to enforcement.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY and the SCHOOL, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the SCHOOL with reasonable notice to the MUNICIPALITY and SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY, SCHOOL, and the MUNICIPALITY, and attached to the original of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the ____ day of _____, 2022; the SCHOOL, by resolution of its School Board and signature of its Superintendent and Clerk of said Board on the ____ day of _____, 2022; the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the ____ day of _____, 2022.

COUNTY OF CHISAGO

CITY OF RUSH

By:

By:

Chair, Board of County Commissioners

Mayor of the City of Rush City

By:

By:

Clerk, Board of County Commissioners

Clerk

APPROVAL RECOMMENDED:

RUSH CITY SCHOOLS, ISD 139

Brandon Thyen
Sheriff of Chisago County

Superintendent of Schools

By:

Clerk

APPROVED AS TO FORM:

Janet Rast

County Attorney

Date 6/28/2022

EXHIBIT A
AGREEMENT TO PROVIDE SCHOOL RESOURCES OFFICER (SRO) SERVICES
BETWEEN CHISAGO COUNTY, THE CITY OF RUSH CITY, AND
THE RUSH CITY SCHOOLS, ISD 139

A. HOURS

COUNTY agrees to provide School Resource Officer (SRO) services for the term of this agreement as follows:

- 1.1 September 1st through May 31st or last student day, whichever is later, of the contract calendar year, totaling 1100 hours to be used at the discretion of SCHOOL;
- 1.2 An average of 6.5 hours per day for the period September through May (June if student days).

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

SCHOOL agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

The rate of police services is \$61.99 per hour for the services provided for the time period September 1st - December 31st of 2022. The rate of police services is \$64.12 per hour for the services provided for the time period of January 1st – August 31st, 2023.

C. DESIGNATED OFFICER-IN-CHARGE

The COUNTY shall designate a School Resource Officer to serve and perform the services contemplated in this Agreement the MUNICIPALITY and SCHOOL, to deliver services as set forth in the "Scope of Services" set forth in Section I.

Chisago County Request for Board Action

Meeting Date: July 20, 2022	Item Number: 19
Title of Item for Consideration: Additional Security Cameras for the Jail	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: This was requested and approved in the 2022 CIP.	
Background: Currently, there are areas in the Chisago County Jail that do not have proper or any coverage by security cameras. During the 2022 CIP budget process, County funds were approved to help eliminate these issues. Due to the storage requirements of the video data, additional storage must be added to accommodate these additional cameras. The cabling costs are estimates, as there are too many special issues that arise during the process of installing network cabling in the jail. Attachment(s): - Equipment and Labor Quotes - Detailed Budget cost breakdown	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the purchase of the quoted Security Cameras in the Chisago County Jail and the equipment and labor to complete the project approved in the 2022 CIP. The following motion is suggested: <i>"Move to approve the purchase of the quoted Security Cameras in the Chisago County Jail and the equipment and labor to complete the project approved in the 2022 CIP."</i>	
Implications of Action: By approving this purchase, better security will be added to the Chisago County Jail for staff and inmates and logging of video with this upgrade. Budget/Financial Implications: \$49,600.00 allocated in the 2022 CIP. No additional budget adjustment needed. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

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Information received from Jail Administrator Jonathan Gray:

Quote #1: Accurate Controls - Bosch VMS Software Upgrades
 Quote #2: Accurate Controls - Camera hardware & programming
 Quote #3: ECSI - Cabling and local installation of cameras
 Quote #4: Accurate Controls - Additional storage to ensure retention

Quote #	Item	Cost	Quantity	Total
1	Engineering labor	\$191.00	12	\$2,292.00
	Testing/Certification labor	\$145.00	16	\$2,320.00
	Travel & Per Diem	\$953.30	1	\$953.30
	Total:			\$5,565.30
2	NIN-63023-A3S fixed dome camera	\$1,073.10	11	\$11,804.10
	Camera expansion license 8 pack	\$904.80	1	\$904.80
	Shipping & Handling	\$127.09	1	\$127.09
	Programming labor	\$191.00	4	\$764.00
	Engineering labor	\$191.00	4	\$764.00
	Total:			\$14,363.99
3	Cabling and Installation of Cameras	\$1,000.00	11	\$11,000.00
	Total:			\$11,000.00
4	Bosch DIP-7388-8HD server	\$14,481.60	1	\$14,481.60
	Shipping & Handling	\$289.63	1	\$289.63
	Field Technician labor	\$145.00	4	\$580.00
	Engineering labor	\$191.00	4	\$764.00
	Travel & Per Diem	\$745.30	1	\$745.30
	Total:			\$16,860.53

Project Total: \$47,789.82

Budgeted Amount: \$49,600.00

Remaining Available: \$1,810.18

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ACCURATECONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

420 E. Oshkosh Street
Ripon, WI 54971
Phone: 920.748.6603
FAX: 920.748.9397

Quotation # 220711CC

Sold To: Jonathan Grey Chisago County Sheriff's Office 15230 Per Road Center City, MN 55012 Phone: 651-213-5763 Fax: 0 Email: jonathan.gray@chisagocounty.us	Date: 7/11/2022 Quoted By: Jeromy Dahlke
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Description:

This quotation is for Accurate Controls to provide the facility with (1) Bosch DIP-7388-8HD storage server. This unit is sized for the future growth of the facilities VMS system. This storage server will allow the facility to maintain their redundancy in recording of the cameras and have enough storage to add 40 additional cameras to the system without the need of any additional storage device. This quotation will include an Accurate Controls technician to install the new storage server and for Engineering to add the unit into the VMS software.

Parts Description:	Quantity:	Unit Price:	Amount:
Bosch DIP-7388-8HD Divar IP 7000 Video Management Appliance	1	\$14,481.60	\$14,481.60
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
			\$14,481.60

Shipping & Handling:	\$289.63
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Labor Description:	Hours:	Unit Price:	Amount:
Field Technician	4	\$145.00	\$580.00
Programming	0	\$191.00	\$-
Project Management	0	\$112.00	\$-
Engineering	4	\$191.00	\$764.00
CAD	0	\$112.00	\$-
Manufacturing / Testing	0	\$100.00	\$-
Testing Certification/Training	0	\$145.00	\$-
			\$1,344.00

Subcontract Services:	Subcontractor:	Amount:
Subcontractor materials	0	\$-
Subcontractor labor		\$-
		\$-

Travel & Per Diem:	Total Quotation:
\$745.30	\$16,860.53

Exceptions

All work to be completed on 1st shift, Monday thru Friday 7:00 am - 4:30 pm, excluding weekends and federally observed holidays. Some work may require the disruption of normal operations. No sales tax or overtime wages are included in this quotation. As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add to all new contracts and/or purchase orders the following clauses.

a. Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.

b. Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.

c. Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Warranty: 1 year

Accurate Controls, Inc. shall guarantee equipment to be free from defects during the warranty period. We shall send replacement parts for defective equipment in a timely fashion after diagnosis by our service department and receipt of a signed quotation or purchase order. If it is determined that the equipment to be replaced is defective, no invoice will be sent. ACI does not warranty equipment that is damaged due to negligence, acts of God or vandalism.

Respectfully:

Jeromy Dahlke

Director of Customer Service Sales
jdahlke@accuratecontrols.com

Thank you for your business!

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#:

Date:

Authorized Signature

Print Name

Title

Quotation valid for 30 days, subject to change thereafter.

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ACCURATECONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

420 E. Oshkosh Street
Ripon, WI 54971
Phone: 920.748.6603
FAX: 920.748.9397

Quotation # 220628CC

Sold To:
Jonathan Grey
Chisago County Sheriff's Office
15230 Per Road
Center City, MN 55012
Phone: 651-213-5763 Fax: 0 Email: jonathan.gray@chisagocounty.us

Date: 6/28/2022
Quoted By: Jeromy Dahlke

Description:
This quotation is for Accurate Controls to provide the facility with Engineering and site labor for Accurate Controls to upgrade the BVMS system from versions 8.0 to the newest available version that can be installed on the hardware the facility currently has installed. The Accurate Controls technician will be onsite to update the camera viewing software, security controls software, testing the camera callups for the new icons, and to assist the Engineer if there are any troubles with the upgrade process.

Parts Description:	Quantity:	Unit Price:	Amount:
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
			\$0.00

Shipping & Handling: \$-

Labor Description:	Hours:	Unit Price:	Amount:
Field Technician	0	\$145.00	\$-
Programming	0	\$191.00	\$-
Project Management	0	\$112.00	\$-
Engineering	12	\$191.00	\$2,292.00
CAD	0	\$112.00	\$-
Manufacturing / Testing	0	\$100.00	\$-
Testing Certification/Training	16	\$145.00	\$2,320.00
			\$4,612.00

Subcontract Services:	Subcontractor:	Amount:
Subcontractor materials	0	\$-
Subcontractor labor		\$-
		\$-

Travel & Per Diem:	Total Quotation:
\$953.30	\$5,565.30

Exceptions
All work to be completed on 1st shift, Monday thru Friday 7:00 am - 4:30 pm, excluding weekends and federally observed holidays. Some work may require the disruption of normal operations. No sales tax or overtime wages are included in this quotation. As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add to all new contracts and/or purchase orders the following clauses.
a. Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.
b. Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.
c. Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Warranty: 1 year

Accurate Controls, Inc. shall guarantee equipment to be free from defects during the warranty period. We shall send replacement parts for defective equipment in a timely fashion after diagnosis by our service department and receipt of a signed quotation or purchase order. If it is determined that the equipment to be replaced is defective, no invoice will be sent. ACI does not warranty equipment that is damaged due to negligence, acts of God or vandalism.

Respectfully:

Jeromy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com

Thank you for your business!

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#: _____
Date: _____

Authorized Signature

Print Name

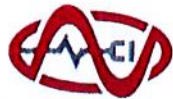
Title

Quotation valid for 30 days, subject to change thereafter.

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ACCURATE CONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

420 E. Oshkosh Street
Ripon, WI 54971
Phone: 920.748.6603
FAX: 920.748.9397

Quotation # 220628CC

Sold To: Jonathan Grey Chisago County Sheriff's Office 15230 Per Road Center City, MN 55012 Phone: 651-213-5763 Fax: 0 Email: jonathan.gray@chisagocounty.us	Date: 6/28/2022 Quoted By: Jeremy Dahlke
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Description:
This quotation is for Accurate Controls to provide the facility with (11) Bosch NIN-63023-A3S cameras, (1) Bosch MBV-XCHAN-DIP 8 pack licenses, and programming labor to address and add camera icons to the security controls computers and the VMS system. All installation, conduit, cabling, and backboxes will be the responsibility of others. It is assumed there are enough spare PoE network ports available based on As-built drawings and past requisitions submitted for the facility. If there are not enough PoE network ports available then a revised quotation will need to be issued if the facility would like to have Accurate Controls provide that unit. There is no onsite installation labor included in this quotation. All changes will be made via the remote connection.

Parts Description:	Quantity:	Unit Price:	Amount:
NIN-63023-A3S fixed dome camera	11	\$1,073.10	\$11,804.10
Camera expansion license 8 pack	1	\$904.80	\$904.80
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
			\$12,708.90

Shipping & Handling:	\$127.09
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Labor Description:	Hours:	Unit Price:	Amount:
Field Technician	0	\$145.00	\$-
Programming	4	\$191.00	\$764.00
Project Management	0	\$112.00	\$-
Engineering	4	\$191.00	\$764.00
CAD	0	\$112.00	\$-
Manufacturing / Testing	0	\$100.00	\$-
Testing Certification/Training	0	\$145.00	\$-
			\$1,528.00

Subcontract Services:	Subcontractor:	Amount:
Subcontractor materials	0	\$-
Subcontractor labor		\$-
		\$-

Travel & Per Diem:	\$-
Total Quotation:	\$14,363.99

Exceptions
All work to be completed on 1st shift, Monday thru Friday 7:00 am - 4:30 pm, excluding weekends and federally observed holidays. Some work may require the disruption of normal operations. No sales tax or overtime wages are included in this quotation. As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add to all new contracts and/or purchase orders the following clauses.
a. Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.
b. Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.
c. Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Warranty: 1 year

Accurate Controls, Inc. shall guarantee equipment to be free from defects during the warranty period. We shall send replacement parts for defective equipment in a timely fashion after diagnosis by our service department and receipt of a signed quotation or purchase order. If it is determined that the equipment to be replaced is defective, no invoice will be sent. ACI does not warranty equipment that is damaged due to negligence, acts of God or vandalism.

Respectfully:

Jeremy Dahlke
Director of Customer Service Sales
jdahlke@accuratecontrols.com

Thank you for your business!

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#:
Date:

Authorized Signature

Print Name

Title

Quotation valid for 30 days, subject to change thereafter.

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