



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Suite 160A
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, August 3, 2022
County Board Room, Suite 160A
*****AMENDED*****

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

- | | |
|---|------------------|
| 1.) Directors Report | TAB 1 |
| Items for Committee Review/Recommendation: (<i>discussed in detail as requested</i>) | |
| 2.) Payment of County's Warrants for HHS | TAB 2 |
| 3.) Central Minnesota Health Care Preparedness Plan Memorandum of Agreement | TAB 3 |
| 4.) ~~SHIP Grant Agreement – Wyoming Elementary~~ | ~~TAB 4~~ |

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

- | | |
|---|------------------|
| 1.) HHS Committee Recommendation – Directors Update | TAB 1 |
| 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS | TAB 2 |
| 3.) HHS Committee Recommendation – Central MN Health Care Preparedness Plan MOA | TAB 3 |
| 4.) ~~HHS Committee Recommendation – SHIP Grant Agreement – Wyoming Elementary~~ | ~~TAB 4~~ |
| 5.) Payment of County's Warrants and Miscellaneous Bills | TAB 5 |
| 6.) Minutes from the July 20, 2022 Regular Meeting | TAB 6 |

Other County Business:

- | | |
|---|--------|
| 7.) Draft Amend. to the Subdivision Ord. Accept. Forms of Title Evidence for Plat Approvals | TAB 7 |
| 8.) HHW Facility Improvements – Recycle Yard Plans & Specifications for Bid Release | TAB 8 |
| 9.) Letter of Support – Frontier Communications - Application to MN Border to Border | TAB 9 |
| 10.) *****Exempt Gambling Permit – Northwoods Humane Society***** | TAB 10 |
| 11.) ***** Temporary Liquor License Request – Stacy Lions Club***** | TAB 11 |
| 12.) *****ARPA Expenditure - School Grant Program – North Branch Areas Schools***** | TAB 12 |
| 13.) *****Donation Acceptance – Children's Water Festival***** | TAB 13 |

Discussion Items:

- Administrator Updates/July Schedule
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

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CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St. Room 230
Center City, MN 55012

TAB #1

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-8808
North Branch	651-213-5200
Fax- Center City	651-213-5685
Fax- North Branch	651-213-8955
Public Health	651-213-5231
Veterans Service	651-213-5605

Memo To: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: July 26, 2022

I. Department Updates/Highlights:

Health and Human Services is currently going through our Internal Revenue Service (IRS) and MN Department of Human Services (MN DHS) Audit review for the handling of Federal Tax Information (FTI). Because we access and receive federal tax information on citizens through many of our programs, the IRS requires that we be inspected every three years. This is a very detailed review of all our policies, processes, and security procedures regarding accessing and handling of federal tax information. This also requires review across other departments including Enterprise Services and Human Resources. Due to recent changes in IRS guidance (IRS Publication 107; effective June 10, 2022) some county procedures will need be updated or newly implemented. Enterprise Services has been working closely with HHS through this process. It is currently the state's goal to have completed the review and issued the Certificate of Approval by December of this year.

The Federal Government again renewed the federal COVID-19 public health emergency effective July 15, 2022. This is the tenth time that the public health emergency has been renewed since its original declaration on January 31, 2020. This renewal does allow Health and Human Services to continue to operate under some of the waivers that have been established over the last two years.

The Summer Pandemic Electronic Benefit Transfer (P-EBT) is renewed again this year. Eligible families will receive an additional \$435 for each school child who was approved for free or reduced-price lunches in the last month of the recently completed 2021-22 school year and \$218 for each child 5 or younger. The benefits will automatically be loaded onto benefit cards beginning in late July for families with school-age children and in early August for children 5 and younger. The P-EBT program plan provides food benefits to eligible families throughout the summer months to help continue healthy eating habits. This is especially

beneficial now as the cost of groceries continues to climb. These benefits will be automatically loaded on EBT cards. There have been reports of attempted scams: people receiving text messages asking them to go to fictitious websites to sign up for these benefits. Individuals need to be aware that any website that does not end in mn.gov is not a state website and should not be accessed to provide personal information. Any texts, emails, or posts directing individuals to sign up for food benefits from a web address with something other than mn.gov are not legitimate. Individuals should not click on those links.

Minnesota Department of Human Services has announced that the new MnCHOICES revision will not launch before the end of the year. DHS has hired a MnCHOICES contract and operations manager, which is a newly established position that will serve as the liaison with the vendor, DHS, and MNIT leadership and internal subject matter experts for continuous improvement and contract management. DHS plans to provide an update on progress by September 16, 2022.

Due to legislative changes, effective August 1st all counties must make their adult protection prioritization guidelines available to the public. We are in the process of getting those posted on our website. In the meantime, they can be requested through our Adult Protection staff. MN DHS does plan to issue new policy guidance regarding prioritization guidelines in the updated Adult Protection Policy Manual. Publication date to be announced.

II. Financial Notes:

DHS has begun to publish their allocations for 2023. As indicated earlier, we are seeing some decreases in state allocations. While not all the allocations are in yet, we have noted about an \$88,000 reduction from allocations in 2022. It is also not clear if we will have all of the final numbers from DHS by next week's Budget and Finance Meeting, but we should have a clearer picture of total anticipated allocations by then.

III. Staffing Updates:

Health and Human Services recently hired to fill a MnCHOICES Assessor position, vacated due to a retirement and the Maternal Child Health Nurse Team Lead position. The Nurse Team Lead position was filled by an internal applicant, so we now have a Maternal Child Health Nurse position open. Additionally, we have two Income Maintenance positions open. The postings for those just closed and we are waiting for the applicant lists.

IV. Review of Requests for Board Action:



CHISAGO COUNTY
BOARD OF COMMISSIONERS
August 3, 2022

TAB # 2

Payment of County's Warrants for HHS

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>
7/22/2022	\$96,432.55		County's Warrants
7/22/2022	\$79,484.86	8/3/2022	Auditor's Warrants

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

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Chisago County Request for Board Action

Meeting Date: July 22, 2022	Item Number: 3
Title of Item for Consideration: Central Minnesota Health Care Preparedness Plan Memorandum of Agreement	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of the CMHPC 2017.	
Background: Central Minnesota Healthcare Preparedness Coalition was established so that members of the coalition can aid and assist other members of the coalition during times of crisis or disaster. This would include the need to lend out medical supplies, personnel, equipment and anything that will assist other members in the coalition, the (MOU) will provide a disaster plan and provide the framework for healthcare facilities to work with local emergency management, local public health, other healthcare coalitions and other healthcare entities during planning and responses. Attachment(s): - Appendix 5.2 BY LAWS - Appendix 5.2.1 MOU - CMHPC Signature page	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Memorandum of Understanding between Chisago County and Central Minnesota Healthcare Preparedness Coalition (CMHPC). The suggested motion is as follows: <i>“Move to approve the Memorandum of understanding between Chisago County and Central Minnesota Healthcare Preparedness Coalition.”</i>	
Implications of Action: Following approval of this memorandum of understanding, Chisago County will continue being a part of a coalition that will assist each other during times of crisis and disaster, that will now include but not limited to; hospitals, long term care, home health, hospice, clinics and dialysis. 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 _____
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CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid Memorandum of Understanding	MANUAL: CMHPC Preparedness Plan
	SECTION: Appendix 5.2.1

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Central Minnesota Healthcare Preparedness Coalition Annual Signature Form:.....	Error! Bookmark not defined.
CMHPC Bylaw	Error! Bookmark not defined.
CMHPC Memorandum of Understanding (MOU)	Error! Bookmark not defined.

CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid
Memorandum of
Understanding

MANUAL: CMHPC Preparedness Plan

SECTION: Appendix 5.2.1

ORIGINAL DATE: 2015

REVISED DATE: 6/2022

ASSIGNED TO: RHPC, CMHPC

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CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid
Memorandum of
Understanding

MANUAL: CMHPC Preparedness Plan

SECTION: Appendix 5.2.1

Purpose

The purpose of the Memorandum of Understanding (MOU) is to address the need to support each other during times of crisis or disaster. This could include, but not limited to the loan of medical personnel, pharmaceuticals, supplies, and equipment. This may also include assisting with evacuations or surge events be it sending or receiving patients / residents / tenants. This is an agreement among the Central Minnesota Health care Preparedness Coalition (CMHPC) members, for providing mutual aid, as stipulated in this agreement, at the time of a medical crisis / disaster, when able.

For purposes of this agreement, a crisis / disaster is defined as an overwhelming incident or situation that exceeds the effective capability of the impacted health care facility(s) which, without assistance and support from outside sources, may result in patient/resident/tenant and or staff harm. An incident such as this will often involve local emergency management and local public health. The crisis/disaster may be an "external" or an "internal" event for health care facilities and assumes that each affected facility's emergency management plans have been fully implemented.

This document addresses the relationships between and among health care facilities and is intended to augment, not replace, each facility's disaster plan. The agreement also provides the framework for health care facilities to work with local emergency management, local public health, emergency medical services and other health care coalition / health care entities during planning and response. Health care coalition partners include, but are not limited to; hospitals, long term care, home health, hospice, clinics and dialysis.

This document supplements the rules and procedures governing interaction with other organizations during a disaster (e.g., law enforcement agencies, local emergency medical services, local public health, fire departments, American Red Cross, etc.). It is recognized that during an emergency, all requests for assistance must go through the local emergency management agency. The coalition will help coordinate requests through coalition partners and will communicate the same to the local emergency operations center, if activated.

CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid
Memorandum of
Understanding

MANUAL: CMHPC Preparedness Plan

SECTION: Appendix 5.2.1

General Principles of Understanding

1 Participating Agencies

- All health care facilities and coalition members, who sign the bylaws, agree to participate in the MOU.

2 Agency Representatives Responsibilities

- Coordinate the MOU initiatives with the individual organization emergency management plans.
- It is recommended that facilities that sign the MOU participate in CMHPC training and exercises.

3 Implementation of Mutual Aid MOU

- During an emergency, only the authorized administrator (or designee), or health care facility command center has the authority to request or offer assistance through CMHPC.
- Communications between facilities formally requesting and volunteering assistance should therefore occur among the senior administrators (or designees) or respective command health care facility centers.
- The health care facility will communicate with local emergency management and local public health when determined necessary by local guidelines or when the situation could have community implications.

4 Activation of the Mutual Aid MOU

- The impacted health care facility's command center is responsible for informing the CMHPC Coordinator of the situation and defining any needs that cannot be accommodated by the health care facility itself or any existing partner / local facility(s).
- The senior administrator or designee is responsible for requesting personnel, pharmaceuticals, supplies, equipment, or authorizing the evacuation of patients.
- The senior administrator or designee will coordinate both internally, and with the donor/receiving facility, all the logistics involved in implementing assistance under this MOU.

CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid Memorandum of Understanding	MANUAL: CMHPC Preparedness Plan
	SECTION: Appendix 5.2.1

1. Types of Requests.

Medical Supplies/Pharmaceuticals:

- All requests for medical supplies and pharmaceuticals will specify:
 - Amount of material needed
 - Size/dosage of material needed
 - When the materials are needed
 - Arrangements for exchange of such supplies
 - Reimbursement or restocking of materials
- The requesting facility will use the requisition forms/paperwork of the agency supplying the materials.
- The recipient facility will reimburse the donor facility for all the donor facility's costs determined by the donor facility's regular rate.
- It is recommended that reimbursement will be made within 90 days following receipt of invoice or otherwise negotiated facility to facility. This can include replacing items or reimbursing for cost of items.

Loaned equipment:

- All requests for loaned equipment will specify:
 - Amount/quantify of equipment being requested
 - An estimate of how quickly the requested equipment is needed
 - Estimated length of time the equipment will be needed
 - Identify how the equipment will be picked up and returned
 - Identify where the equipment will be used.
- If any equipment is damaged the receiving facility will agree to repair or replace the equipment within 30 days or as otherwise agreed to.
- Documentation should detail the items involved in the transaction, condition of the material prior to the loan (if applicable), and the party responsible for the material.
- The donor facility is responsible for ensuring that the equipment provided is safe to use and operational.
- The recipient facility is responsible for using the equipment provided in accordance with manufacture's guidelines.
- If parts or all of the equipment loaned are consumable or one-time use, the recipient facility will reimburse for actual cost or replace – as agreed upon by both parties.

ORIGINAL DATE: 2015	REVISED DATE: 6/2022	ASSIGNED TO: RHPC, CMHPC	Page: App C - 5
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CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid Memorandum of Understanding	MANUAL: CMHPC Preparedness Plan
	SECTION: Appendix 5.2.1

Staff

- All requests for staffing will specify:
 - The type and number of requested personnel
 - An estimate of how quickly the request is needed
 - The location where they are to report
 - An estimate of how long the personnel will be needed
- The recipient facility will have supervisory direction over the donor facility's staff.
- The recipient facility will assume all legal responsibility for the personnel from the donor facility during the time the personnel are at the recipient facility.
- The recipient facility will reimburse the donor facility for the salaries of the donated personnel at the donated personnel's rate, as established by the donor facility, unless other arrangements are made between the facilities.
- The donor facility is responsible for appropriate credentialing of personnel.
- The recipient facility is responsible for verifying the credentials of personnel being received.
- The senior administrator (or designee) and/or medical director, in conjunction with the directors of the affected services, will decide as to whether medical staff and other personnel from another facility will be required at the impacted facility to assist in patient care activities.

Limitations on Loaned and Volunteer Staff Instructions

- Personnel offered by donor facility should be limited to staff that are fully accredited or credentialed in the donor institution.
- The recipient facility's senior administrator or designee (the health care facility command center) identifies where and to whom the donated personnel are to report to.
- Professional staff of the recipient facility will provide supervision to the donated personnel.
- The supervisor or designee will provide direction regarding point of entry, parking, length of shift, clothing requirements, and other pertinent information to functional perform in the assigned job.
- The supervisor or designee will provide donated staff a briefing and orientation as pertinent to the position.
- The recipient facility will provide all personal protective equipment (PPE) necessary to perform the duties as assigned, unless otherwise negotiated between facilities that PPE will come with. If the receiving facility is requiring PPE that requires fit testing, the recipient facility will fit test the personal.

CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid
Memorandum of
Understanding

MANUAL: CMHPC Preparedness Plan

SECTION: Appendix 5.2.1

Transfer/ Evacuation of Patients Out of Facility

- The evacuating facility will include the following information:
 - The number of patients /residents needed to be transferred.
 - The general nature of their illness or condition
 - Any type of specialized services required, e.g., ICU bed, burn bed, trauma care, etc.
- Patient / resident - accepting facility assumes the legal and fiscal responsibility for transferred patients / residents upon arrival into the patient-accepting facility.
- In the event of the evacuation of patients, the medical director or designee of the patient-transferring facility will also notify their local emergency manager and any other local response entities necessary (i.e. Emergency medical services (EMS), fire department, law enforcement).
- The patient-transferring facility is responsible for providing the patient-receiving facility with the patient's medical records necessary to ensure continuity of care, insurance information and other patient information necessary for the care of the transferred patient.
- The patient / resident -transferring facility is responsible for tracking the destination of all patients transferred out and ensuring that the patient / resident arrived at the destination in collaborating with the receiving facility /entity.
- The patient / resident transferring facility is responsible for notifying the Central Minnesota Health care Multi Agency Coordination Center (HMACC) (if open) of patient destination and numbers and type of patients transferred.
- The patient transferring facility should provide a situational update to the Central Minnesota Health Care Coalition representative.
- The receiving facility should notify the sending facility that the health care customer has arrived – to ensure confirmation.

Transporting of patients

- The type of transport will be determined by factors such as patient condition, transportation availability, weather or other mitigating circumstances.

Receiving facility

- Agrees to identify where to off load the patients.
- The transferred patient shall be admitted/accepted, pursuant to the policies and procedures of the receiving facility and situation.
- If admitted, the receiving facility will accept all responsibility to provide medical care for the patients.

CENTRAL MINNESOTA HPC

DOCUMENT: CMHPC Mutual Aid Memorandum of Understanding	MANUAL: CMHPC Preparedness Plan
	SECTION: Appendix 5.2.1

- If accepted, the receiving facility will provide either full medical care or support as agreed to between the facilities involved.

Financial and Legal Liability

- Upon admission, the patient-receiving facility is responsible for liability claims originating from the time the patient is admitted, to the patient accepting facility.
- Reimbursement for care will be determined by the policies/procedures pursuant to the situation.

Notification

- The patient / resident - transferring facility is responsible for notifying both the patient's / resident's family/ guardian and the patient's / resident's attending/personal physician.
- The patient-receiving facility may assist in notifying the patient's / residents family and personal physician.

5. Communication of request

- The request for the transfer of personnel, pharmaceuticals, supplies, or equipment can initially be made verbally, however, must be followed up with written documentation.
- Signatures of both parties must be maintained by both the donating and receiving facility.

6. Function of the CMHPC Health Care Preparedness Action Coordination Center (HACC)

The CMHPC HACC provides the coordination and logistical support for Central Minnesota Healthcare Preparedness Coalition members. The CMHPC also may assist facilities unable to coordinate amongst themselves integrate with local emergency management, local public health departments, law enforcement, fire departments, emergency medical services, Minnesota Department of Health, and Homeland Security Emergency Management during the disaster event.

7. Terms and Conditions of the Mutual Aid Agreement

This agreement is made between health care members of the coalition. This understanding *does not* extend beyond the coalition boundaries identified in the coalition bylaws. Health care facilities are aware that they are encouraged to obtain a formalized memorandum of understanding with organizations outside of the coalition with which they may need to interact with during emergent events. This agreement is considered in perpetuity – and will end only when the signing organization withdraws or the CMHPC ceases to exist.

ORIGINAL DATE: 2015	REVISED DATE: 6/2022	ASSIGNED TO: RHPC, CMHPC	Page: App C - 8
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IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

2. COUNTY OF CHISAGO:
APPROVED

Signed:
Title: Rick Greene, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

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

Reviewed as to Form:

Signed: <i>Janet Reiter</i>
Title: Janet Reiter, Chisago County Attorney
Date: 7/27/2022

Chisago County Request for Board Action

Meeting Date: August 3, 2022		Item Number: 4
Title of Item for Consideration: SHIP Grant Agreement – Wyoming Elementary		
Action Requested by: Robert Benson, Health & Human Services Director		Department: Health & Human Services
Previous Action on this Matter: None		
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – Wyoming Elementary		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – Wyoming Elementary. The following motion is suggested: <i>“Move to approve the SHIP Grant Agreement – Wyoming Elementary.”</i>		
Implications of Action: Approval of this Ship grant agreement will allow Wyoming Elementary to purchase a sensory box with tools that will support students in decreasing their anxiety, fear, and worry that they may be experiencing. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,000.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____
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**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 Wyoming Elementary, 25701 Forest Boulevard N, Wyoming, MN 55092 ("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, Wyoming Elementary applied to County for a SHIP Grant in order to purchase a sensory box, the box will contain in it fidgets, and other tools to help students that are experiencing anxiety, agitation, concern, worry or fear, using the fidgets and other tools will decrease anxiety and will help students focus; 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 Dollars (\$2,000.00)**; and

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

NOW THEREFORE, the County and the Wyoming Elementary enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** August 4, 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, 2023, 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: Laurie Chelgren
Address: 25701 Forest Boulevard N. Wyoming, MN 55092
Phone: 651-982-8001
Email: lchelgren@flaschools.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 Dollars (\$2,000.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

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

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

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

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

- 13.1. **Suspension or Termination.** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.
- 13.2. **Repayment of Funds.** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.
- 13.3. **Notice of Default.** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.
- 13.4. **Response to Notice of Default.** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

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

20.2. Intellectual Property.

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

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Laurie Chelgren, Principal
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
BOARD OF COMMISSIONERS
August 3, 2022**

TAB # 5

Payment of County's Warrants & Miscellaneous Bills

Bills Paid \$459,417.30

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

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**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, July 20, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, July 20, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

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

Commissioner DuBose offered a motion to approve the agenda with the addition of Commissioner Robinson recognition. Motion seconded by Dunne, the motion **passed** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

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

On motion by DuBose, seconded by Dunne, the Board moved items 1-2 to the consent agenda. 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 close the Road and Bridge Committee of the Whole at 6:48 p.m. 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 Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Harris Public Works Facility Improvements
- 3.) Minutes from the July 6, 2022 Meeting
- 4.) 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

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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.

5.) Application for Exempt Gambling Permit- Knights of Columbus

RESOLUTION NO. 22/0720-1
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.

6.) Application to Conduct Excluded Bingo – Wyoming Lions Club

RESOLUTION NO. 22/0720-2
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.

7.) Resolution for Mileage Reimbursement Past 60-Days - HHS

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

On motion by Dunne, seconded by DuBose, the Board moved to approve Resolution No. 22/0720-3, 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) 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.

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 Resolution No. 22/0720-4, 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) 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.

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 Resolution No. 22/0720-5, 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) 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.

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

CITIZENS FORUM

TIME – 7:11 p.m. END TIME – 7:11 p.m.

of SPEAKERS – 0

On motion by Dunne, seconded by Montzka, the Board moved to accept the July 13th Budget and Finance Report with a funding source for Harris Improvements to be funded by ARPA. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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.

On motion by DuBose, seconded by Dunne, the Board moved to approve the evaluation of County Administrator Chase Burnham. 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 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 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 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 motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved 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. 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 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 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 agreement to Provide School Resource Officer Services for Rush City School District for the 2022-2023 school year. 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 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 motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to accept the proclamation for Commissioner Robinson. 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 amended agenda to include the closed session. 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 close the County Board meeting at 7:34 p.m. related to attorney client privilege related to *Goodpaster v. County of Chisago*, Case No. A22-0982. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board ended the closed meeting and reconvened the regular meeting at 7:39 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

County Administrator Burnham provided administrative updates. *No action was taken.*

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

On motion by DuBose, seconded by Dunne, the Board adjourned the meeting at 7:49 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: August 3, 2022	Item Number: 7
Title of Item for Consideration: Consideration of Forms of Title Evidence for Plat Approvals and Draft Amendments to the Subdivision Ordinance Concerning Acceptable Forms of Title Evidence for Plat Approvals	
Action Requested by: County Board Request (April 20, 2022)	Department: County Attorney's Office
Previous Action on this Matter: During its April 20, 2022 meeting, the County Board of Commissioners requested that the County Attorney's Office review the provisions of the Chisago County Subdivision Ordinance that address and require the submission of certain forms of title evidence for the review and approval of final plats. The County Board of Commissioners also requested the County Attorney's Office draft proposed amendments to the Subdivision Ordinance to require title evidence if the law allows forms of title evidence other than an abstract of title and title opinion or certificate of title and title opinion.	
Background: Chapter 3 of the Chisago County Subdivision Ordinance contains provisions that regulate the review and approval of plats consistent with State law, including the submissions that the County must require to be submitted as a condition for reviewing plats for their final approval. Section 3.06 of the Subdivision Ordinance identifies the type of title evidence that a subdivider must submit for final plat review and approval. The present language of Section 3.06 was enacted in May 1999. Section 3.06 of the Subdivision Ordinance requires a subdivider to submit title evidence in the form of an "up-to-date abstract of title or Certificate of Title and a title opinion from the subdivider's attorney that is addressed to the County Board." Similarly, Section 3.07 of the Subdivision Ordinance requires the County Attorney to receive and review the "up-to-date abstract of title or Certificate of Title and a title opinion from the subdivider's attorney that is addressed to the County Board." Based upon that review, the County Attorney is required to provide the County Board with a statement as to whether fee simple title to the platted property is in the name(s) of the subdivider(s). The present language found in Section 3.06 and Section 3.07 reflects the types of title evidence that the State law then recognized at that time as being acceptable forms of title evidence. When the County Board of Commissioners enacted the Subdivision Ordinance in May 1999, Minnesota Statutes section 505.03, Subd.1, required plats to be presented for approval with "an abstract and certificate of title." State law only allowed title evidence to be submitted in the form of either an abstract of title, if abstract property, or a certificate of title, if registered title or "Torrens" property. The State law did not authorize cities and counties to allow the submission of other forms of title evidence for plat review and approval even though the use of title commitments and title policies for proof of title had become prevalent in the real estate industry. In May 2015, the Minnesota Legislature amended Minnesota Statutes section 505.03, Subd 1 to its present language, which reads as follows: "Plats shall, except in cities whose charters provide for official supervision of plats by municipal officers or bodies, together with an abstract and certificate of title, <u>or other satisfactory evidence of title</u>, be presented for approval to the council of the city or town board of towns wherein there reside over 5,000	

people in which the land is located; and, if the land is located outside the limits of any city, or such town, then to the board of county commissioners of the county in which the land is located. For purposes of this subdivision, "satisfactory evidence of title" must be determined by the city council, town board, or board of county commissioners and must include an abstract of title, certificate of title, title opinion, title commitment, or title policy. Plats that subdivide land are subject to the approval of the elected body of the local governmental units exercising authority over the subdivision of the land. Plats that only delineate existing parcels or comply with a minor subdivision procedure may be approved by a local government official designated by the governing body of the local governmental unit exercising authority over the subdivision of land."

In effect, the Legislature's amendment to section 505.03, Subd 1, requires the County Board to determine the types of title evidence that the County must require for approval of final plats. The amendment to statute identifies five forms of title evidence that counties may choose from when making that decision.

The current language of Section 3.06 and Section 3.07 of the Subdivision Ordinance is consistent with the mandate provided in the current language of Minnesota Statute section 505.03, Subd. 1. Accordingly, the County would comply with state law without amending either Section 3.06 or Section 3.07 of the Subdivision Ordinance.

Equally, the County Board would comply with state law if it chose to amend Section 3.06 and Section 3.07 of the Subdivision Ordinance to require either a title commitment or title policy, or both, as acceptable forms of title evidence in addition to or in the alternative from an abstract of title or certificate of title and a title opinion.

The County Board has two options before it.

- ☐ Option 1 would be to take no action and leave the language of the Subdivision Ordinance in its present form. Option 1 would be consistent with state law as it exists today.
- ☐ Option 2 would be to consider, develop, and eventually enact amendments to the Subdivision Ordinance that would provide for the submission of title evidence in any of the five forms – abstract of title; certificate of title; title opinion, title commitment or title policy. The County Board does have the discretion to adopt one or more of these forms of title evidence.

Attached to this Request for Board Action is draft language that could be considered by the Board in going the route of Option 2. The language of the draft amendment reflects the recommendation of the County Attorney's Office to the Board to not select "title commitment" for the reason that a title commitment alone without a title policy does not provide a means of reimbursement or indemnification.

Additionally a draft resolution is also attached to this Request for Board Action that the County Board would have to adopt if the County Board goes the route of Option 2.

Attachment(s):

- Draft Amendments to the Chisago County Subdivision Ordinance
- Memo of the County Attorney's Office
- Proposed Resolution Referring to the Chisago County Planning Commission a Draft Amendment to the Chisago County Subdivision Ordinance to Revise the Title Evidence Requirements for Review and Approval of Final Plats and to Call for a Public Hearing before the Chisago County Planning Commission

Action Requested/Recommended: It is respectfully requested that the Chisago County Board consider the forms of title evidence that the County requires subdividers to submit for approval of final plats and to adopt one of the following two motions:

Option 1: *"Move that the County Board of Commissioners take no present action toward amending the current title evidence requirements of the Chisago County Subdivision Ordinance"*

OR

Option 2: *"Move to adopt Resolution No. _____, Resolution Referring to the Chisago County Planning Commission a Draft Amendment to the Chisago County Subdivision Ordinance to Revise the Title Evidence Requirements for Review and Approval of Final Plats and to Call for a Public Hearing before the Chisago County Planning Commission."*

Implications of Action: The adoption of the motion offered by Option 1 makes no changes to the title evidence provisions of the Subdivision Ordinance. Taking no action whatsoever would have the same legal effect as adopting the motion of Option 1.

The adoption of the motion offered by Option 2 refers the draft amendment to the Planning Commission for review; public hearing and recommendation. The draft amendment would return to the County Board for further consideration, revision, if necessary, and enactment if the County Board determined appropriate.

Budget/Financial Implications: With the exception of publication costs, there are no fiscal impacts presented with either course of action.

Legal/Policy Implications: Each of the two presented courses of action is consistent with state law. The Draft Amendment to the Subdivision Ordinance has been reviewed and approved as to form by the County Attorney's Office. Upon conclusion of public notice/hearing said ordinance may be considered for adoption. Adoption would change the submission requirements set forth in the Subdivision Ordinance for the review and approval of final plats.

Administrator's Recommendation

Approve _____

Deny _____

Other 

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

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Office of the Chisago County Attorney
Janet Reiter, County Attorney

313 North Main Street, Suite 373
Center City, MN 55012
Phone (651) 213-8400
Facsimile (651) 213-8401

July 27, 2022

LEGAL MEMO

To Chisago County Board of Commissioners
Chisago County Planning Commissioners

From: Jeffrey B. Fuge, Assistant County Attorney *JB.F.*

RE: Title Evidence Options for Final Plat Review and Approval under the Subdivision Ordinance

The County Attorney's Office provides this memo to assist the County Board of Commissioners in determining the types of evidence of title to real property that must be submitted for the review and approval of final plats as required of the County in accordance with Minnesota's Platting Law, Minnesota Statutes section 505.03, Subd 1, and Section 3.06 and Section 3.07 of the Chisago County Subdivision Ordinance. This memo also contains a table of the title evidence of requirements of other counties and the memo discusses options available to the County Board under current Minnesota law. Draft amendments to the Subdivision Ordinance on this point accompany this memo.

BACKGROUND AND OVERVIEW

The Minnesota Platting Law requires counties to review and approve plats of land as a condition to approving the subdivision of land. The Minnesota Platting Law requires counties to require the submission of title evidence that demonstrates that the subdivider owns the property that is contemplated for subdivision. Prior to 2015, the Minnesota Platting Law gave county board of commissioners no discretion but to require title evidence in one of two forms:

- An abstract of title where abstract property was involved in the subdivision; or
- A certificate title where registered or "Torrens" property was contemplated for subdivision.

In May 1999, the County Board of Commissioners enacted the Chisago County Subdivision Ordinance. The title evidence requirements enacted into of the Subdivision Ordinance matched those types of title evidence required by state law. Section 3.06 and Section 3.07 of the Subdivision Ordinance specifies that a subdivider must provide the County title evidence in the form of either an "up-to-date abstract of title or Certificate of Title and a title opinion by the subdivider's attorney that is addressed to the Chisago County Board of Commissioners." The title evidence requirements found the Subdivision Ordinance mirrors the State's requirements with one exception. The County's Subdivision Ordinance

requires additionally a title opinion from the subdivider's attorney. Prior to 2015, State law had no such requirement for the review and approval of plats.

In 2015 the Legislature amended Minnesota's Platting Law to its current language. The language of Section 505.03, Subd. 1, as amended in 2015, gives county boards a policy decision mandate to determine what a county considers as "satisfactory evidence of title" for plat review and approval. Additionally, the statutory language as amended gives county boards limited discretion to make that determination: The amendment clarified that any determination of "satisfactory evidence of title" must include one or more of the five listed forms of proof of ownership identified in statute, as follows:

- Abstract of Title;
- Certificate of Title (Torrens);
- Title Opinion;
- Title Commitment; or
- Title policy.

In effect, the language settled on by the Legislature when amending section 505.03, expanded the types of title evidence that county ordinances could require for the review and approval of plats. The 2015 amendment is reflective of type title evidence already relied within the real estate industry, by businesses and consumers alike: Usage of title commitments and title policies for real estate development and real estate transactions was quite common well before the Legislature took up the 2015 amendments to section 505.03 of the Minnesota Statutes.

DISCUSSION

1. What is Evidence of Title.

In most general terms, evidence of title is the means by which ownership of land is satisfactorily demonstrated. Evidence of title is in the form of documentation, either written or electronic, that identifies, describes or compiles the public records relevant to the history and current condition of title to or in the property. The compilation of documentation includes, but is not limited to, the conveyances, easements, grants of right-of-way; court orders, judgments, liens, tax warrants and other publicly filed or recorded documents that affect and/or encumber the title to the realty. By definition and by practice, evidence of title, regardless in form, usually does not include records that are not recorded or filed.

2. The Importance of Title Evidence in Plat Approvals.

A plat is a map or drawing, conforming to State statutes, which graphically delineate the boundaries and dimensions of land parcels for the purpose of identification and record or title. See Minnesota Statutes section 505.01, Subd. 3 (f)(2021); and Chisago County Subdivision Ordinance, Section 2, Definitions (June 14, 1999). The submission requirement of title evidence ensures that the persons or developers who submit the plat for approval actually hold title to all property within the boundaries of the plat.

3. Authority to Control and Regulate Platting of Lands.

Plats that subdivide land are subject to the approval of the elected body of the local governing units exercising authority over the subdivision of land. Plats that only delineate existing parcels or comply with a minor subdivision procedure may be approved by a local government official designated by the governing body of the local governmental unit exercising authority over the subdivision of land. *See* Minn. Stats. s. 505.03, Subd. 1.

The County Board has sole authority to control and regulate the platting of subdivision of land outside of the municipalities. *See* Minn. Stats. s. 505.09, Subd. 1. The County Board is mandated to adopt regulations governing the platting of subdivision of lands within their control and power. *See* Minn. Stats. s. 505.11. The regulations adopted by the County Board must conform with the statutory requirements for both drafting and filing a plat. *See* Minn. Stats. s. 505.01, Subd. 1.

4. Current County Requirements for Title Evidence.

The County's current requirements for evidence of title in the submission, review and approval of plats is found in the present language of the Chisago County Subdivision Ordinance, which was last amended on June 14, 1999. In pertinent part, the County's Subdivision Ordinance requires as follows:

- Submission Requirement: "The subdivider shall within one year of approval of preliminary plat submit to the Zoning Administrator twenty-five (25) copies of the final plat, together with an up-to-date abstract of title or Certificate of Title, title opinion by the subdivider's attorney and the surveyor's worksheet or computation sheet for the subdivision." *See* Chisago County Subdivision Ordinance, Section 3.06 A., emphasis added, (June 14, 1999).
- Final Review and Approval Requirement: "The County Attorney shall also receive an up-to-date abstract of title or a Certificate of Title and the opinion of title prepared by the subdivider's attorney and addressed to the Chisago County Board." *See* Chisago County Subdivision Ordinance, Section 3.07 A. The Subdivision Ordinance requires the County Board to receive a report when approving the final plat and the County Attorney must state in the report whether the fee simple title to the platted property is in the name of the subdividers. *See* Chisago County Subdivision Ordinance, Section 3.07 B. 3, emphasis added, (June 14, 1999).

As discussed below, the County's requirements for title evidence in the form of abstract of title or certificate of title and a title opinion from the subdivider's attorney was consistent with state law as it existed in 1999 and those requirements are consistent with present state law.

5. Minnesota Statutory Language – Both Past and Present.

The County Board last amended the County's Subdivision Ordinance in 1999 and the Subdivision Ordinance's requirements for evidence of title in the form of an updated abstract of title or certificate of title and a title opinion is identical to the forms of title evidence required by Minnesota Statutes at the time that the County Board enacted the Subdivision Ordinance, with one exception. In 1999, state law did not provide for the requirement of an attorney's title opinion. In 1999, Minnesota Statutes section 505.03, Subd. 1, read as follows:

"The plat shall, except in cities whose charters provide for official supervision of plats by municipal officers or bodies, together with an abstract and certificate of title, be presented for approval to the council of the city or town board of towns wherein there reside over 5,000 people in which the land is located; and, if the land is located outside the limits of any city, or such town, then to the board of county commissioners of the county in which the land is located."

Minnesota Statutes section 505.03, Subd. 1 (1998) emphasis added. Prior to 2015, the County Board was without authority to require forms of evidence other than abstract of title or certificate of title because state law specifically set the types of evidence of title that must be submitted for plat review and approval to an abstract of title or certificate of title. In 2015, the Legislature amended Minnesota Statutes Section 505.03, Subd 1, to authorize the County Board to allow for the submission of alternative forms of evidence of title. Absent such a delegation of authority, the County Board had no alternative but to require evidence of title in the form of an abstract of title or certificate of title as provided for in the Subdivision Ordinance.

The Legislature's amendment to section 505.03, Subd. 1 expanded the forms of title evidence that a county board may require to be submitted for review and approval of plats. The amendment to section 505.03, Subd. 1, reads as follows:

Plats shall, except in cities whose charters provide for official supervision of plats by municipal officers or bodies, together with an abstract ~~and~~, certificate of title, or other satisfactory evidence of title, be presented for approval to the council of the city or town board of towns wherein there reside over 5,000 people in which the land is located; and, if the land is located outside the limits of any city, or such town, then to the board of county commissioners of the county in which the land is located. For purposes of this subdivision, "satisfactory evidence of title" must be determined by the city council, town board, or board of county commissioners and must include an abstract of title, certificate of title, title opinion, title commitment, or title policy. Plats that subdivide land are subject to the approval of the elected body of the local governmental units exercising authority over the subdivision of the land. Plats that only delineate existing parcels or comply with a minor subdivision procedure may be approved by a local government official designated by the governing body of the local governmental unit exercising authority over the subdivision of land.

2015 Minnesota Session Laws, Ch. 32, Section 1 (May 14, 2015), emphasis added.

The amended language requires a county board to make a policy determination on what forms of evidence of title a county will require for submission of the review and approval of a plat, but the statute also limits or narrows the discretion of a county board in making that determination. At the very least, the statute directs a county board to require one or more of the five forms of title evidence identified by the statute: abstract of title; certificate of title, title opinion, title commitment or title policy.

Under ordinary rules of statute interpretation, it would be reasonable to conclude that the Subdivision Ordinance requirements enacted in 1999 are consistent with current state law, as most recently amended

in 2015. Equally, when applying ordinary rules of statutory interpretation, it is also reasonable to conclude that an amendment of the Subdivision Ordinance to require nothing more than a title policy would also be consistent with current state law.

6. Types of Evidence of Title.

Each of the five forms of evidence of title that are now identified by the statute are briefly described below.

a. Abstract of Title

An abstract of title is a summary of all recorded instruments that affect title to a piece of property, frequently accompanied by copies of each of the documents that are referenced in the abstract. An abstract of title contains a chronological list of deeds, mortgages, judgments, easements, judicial and administrative proceedings and warrants, liens and encumbrances that affect the title to property.

An updated abstract of title may identify an owner of the property as of the date of abstract, but an abstract does not provide a conclusion, statement or opinion about the status of title. An abstract does not insure title. An abstract of title is frequently paired with an attorney's title opinion which will provide an opinion as to the ownership of title; any restrictions or easements of record; any mortgages, judgments, or other liens affecting the title to the property; and any other item of concern recorded against the property. Similarly, as discussed below, an examination of title, as required to update an abstract of title, is performed by title companies when preparing title commitments and title policies.

b. Certificate of Title

A certificate of title is the actual title to real property once the property has been registered through court proceedings. An updated certificate of title will identify the name of the person who holds the property as the owner as of the date of the certificate of title. Each time the property is transferred, the registration of the property is updated and a new certificate of title is issued by the County Recorder's Office. Infrequently, an opinion of the Examiner of Titles is requested to receive verification that the person named on the certificate of title is actually the person who owns title.

c. Title Opinion

A title opinion is a statement of an attorney's professional judgment regarding the ownership of the property and the owner's rights to the property based upon a review and analysis of the facts and information contained in the updated abstract of title or, alternatively, an actual examination of the public records affecting title. A title opinion is important in plat review and approval because it will indicate whether the subdivider actually holds title to the real estate that is being platted. The title opinion will identify any recorded document that places a cloud on the subdivider's title and the actions that the subdivider has to take to demonstrate that it holds title to the property that is being platted. A title opinion does not insure the property. If the attorney provides an incorrect opinion, the subdivider or owner who relied on the faulty opinion will have to make a claim against the attorney's malpractice insurer or seek relief in court.

d. Title Commitment

A title commitment is a document prepared in advance of a title policy being issued. The title commitment will determine and identify the owner of the property along with any limitations and exceptions to title. A title examination is required for the issuance of a title commitment, but a title commitment falls short of insuring title, unless a title policy is obtained and premiums are paid. A title commitment identifies requirements that must be met or corrected before a title company will issue the title policy.

e. Title Policy.

A title policy is a reimbursement policy that protects against claims and losses that arise from undetected or undisclosed defects in the past chain of title for real property. A title policy indemnifies an owner or lender against the losses sustained if the title contains matters other than what is shown in the policy. Title insurers agree to assume responsibility for legal defense and to reimburse for the actual loss up to the policy limits. The issuance of a title policy requires a title examination. The policy will reflect the status of title that the subdivider has in the property.

FORMS OF TITLE EVIDENCE REQUIRED BY COUNTY

The table atop the following page identifies the forms of title evidence required by Chisago County and other Minnesota counties. The date noted in the table is either the date of the recent enactment of the respective county's ordinance or the date of the application form used for plat approval.

Name of County	Form of Title Evidence Required
Chisago County (1999)	Up to date Abstract of Title/ Certificate of Title and Attorney's Opinion from Subdivider's Attorney. (Number of days is not identified)
Pine County (2018)	A current Abstract of Title or Certificate of Title and title opinion prepared by the subdivider's attorney.
Isanti County	A current Title Commitment or Title Opinion in favor of Isanti County and current within 90-days of obtaining necessary County officials' signature.
Kanabec County (June 2011)	An up-to-date Abstract of Title or a Certificate of Title, and an Opinion of Title by the subdivider's Attorney.
Anoka County (2018)	Copies of acceptable ownership and interest documents, citing Minnesota Statutes Section 505.03, Subd. 1. Certification of Subdivider's Attorney that Subdivider's own all interest in the land encompassed by the plat.
Washington County (June 5, 2018)	Opinion of Title prepared by the subdivider's attorney or a current title insurance policy or commitment certified within thirty (30) days of submission of the final plat to the County Board for approval.
Todd County	Submit one (1) copy of a title opinion from the developer's attorney to the Todd County Attorney's Office. This document should be based on an abstract updated within 30 days of the date that the title opinion is submitted.
St. Louis County (2018)	Developer shall provide a title opinion less than 60 days old, and an abstract of title and/or certificate of title to the subject property. All abstracts of title shall be updated to a date no more than 60 days prior to the date said abstracts are submitted to the county.
Stearns County	Preliminary Approval requires a Title Commitment for all plats that are not within a municipal boundary. Title Commitments for plats within municipal boundaries are not required but are helpful in reducing plat review time.
Aitkin County	Title Opinion By Subdivider's Attorney and Up-to-date Abstract or a copy of the Certificate of Title

OPTIONS

The County Board has two options.

- Option 1 available to the County Board would be to leave the language of the Subdivision Ordinance unchanged. A decision by the County Board to make no change to the current requirements of title evidence found in the Subdivision Ordinance would be a determination of the County Board that the current language is in the best interest of the citizens of Chisago County. Making this determination would be consistent with current law.
- Option 2 is an alternative. Alternatively, the County Board has the option to amend the title evidence requirements of the Subdivision Ordinance to allow for the submission of title evidence in the other forms of title evidence that state law recognizes and that the County Board determines better serves the citizens of Chisago County.

DRAFT AMENDMENT TO TITLE EVIDENCE PROVISIONS
OF THE SUBDIVISION ORDINANCE

The draft amendment of the Subdivision Ordinance that accompanies this memo contains language that would result if the County Board chose to take the course of Option 2. Certainly, the Planning Commission could make alternative recommendations to the drafted language and the County Board may make those additional revisions that it deems to be in the best interest of the County and its citizens. Nonetheless, should the County Board choose to amend the title evidence requirements of the Subdivision Ordinance, it would be the recommendation of the County Attorney's Office that the County Board not select "title commitments" as a form of accepted title evidence. The recommendation is made for the reason that a title commitment does not provide an avenue of reimbursement or indemnity as does a title policy. The draft amendment has been written to reflect this recommendation.

JBK/07272022

COUNTY BOARD OF COMMISSIONERS FOR CHISAGO COUNTY

RESOLUTION NO. _____

Resolution Referring to the Chisago County Planning Commission
a Draft Amendment to the Chisago County Subdivision Ordinance
to Revise the Title Evidence Requirements for Review and Approval of Final Plats and
to Call for a Public Hearing before the Chisago County Planning Commission

Commissioner _____ moved for adoption of the following resolution:

WHEREAS, in accordance with the Minnesota Platting Law, Minnesota Statute section 505.03, Subd. 1, the Chisago County Board of Commissioners enacted in 1999 the current language in the Chisago County Subdivision Ordinance to regulate the review and approval process for plats for proposed subdivision developments and, as part of the process for final plat review and approval, the present language Chisago County Subdivision Ordinance requires the subdivider to demonstrate proof of ownership by submitting evidence of title in the form of an up-to-date abstract of title or certificate of title, together with a title opinion of the subdivider's attorney addressed to the County Board of Commissioners; and

WHEREAS, in 2015, the Legislature amended the Minnesota Platting Law to require counties to determine the forms of title evidence that must be submitted and satisfactorily demonstrate fee ownership of the subdivider in the land proposed for subdivision and the statutory amendment identified the five following forms of title evidence that a county may select for purposes of satisfactory evidence of title: Abstract of Title; Certificate of Title; Title Opinion, Title Commitment; or Title Policy; and

WHEREAS, the Chisago County Board of Commissioners has determined that it is in the best interest of Chisago County and its citizens that it consider an amendment to the Chisago County Subdivision Ordinance to also allow for the submission of title policies as an alternative form of satisfactory evidence of title in the final plat review and approval process; and

WHEREAS, the Chisago County Board of Commissioners has received from the County Attorney's Office a draft amendment to the Chisago County Subdivision Ordinance, as attached hereto, that would, if enacted, provide for the submission of title evidence in one of two forms at the selection of the subdivider, as follows: an up-to date abstract of title or certificate of title together with a title opinion of the subdivider's attorney; or an up-to-date and in effect title policy; and

WHEREAS, the draft amendment preserves existing language in the Chisago County Subdivision Ordinance that allows for the County to require a subdivider to submit additional forms of title evidence if, in the opinion of the County Attorney's Office, the form of title evidence submitted by the subdivider fails to satisfactorily demonstrate that the subdivider has fee title in the land proposed for subdivision.

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners declares its intent to consider amendments to the Chisago County Subdivision as described above and contained in the draft amendment.

BE IT FURTHER RESOLVED that the Chisago County Board of Commissioners refers the draft amendment to the Chisago County Planning Commission with the directive to review the draft amendment; call, notice and hold a public hearing on the draft amendment at its September 8, 2022; and to forward its recommendations and report to the Chisago County Board of Commissioners in sufficient time in advance of the September 21, 2022 meeting of the Chisago County Board of Commissioners for further consideration and enactment as appropriate.

Excerpt of Minutes:

Commissioner _____ seconded the motion for adoption of the resolution.

The following Commissioners voted in favor of the resolution:

The following Commissioners voted in opposition to the resolution:

Whereupon Resolution # _____ was duly _____ adopted/ _____ defeated on a vote of _____ in favor and _____ against.

DRAFT AMENDMENTS TO SECTIONS 2, 3.06 AND 3.07 OF
THE SUBDIVISION ORDINANCE
(TITLE EVIDENCE REQUIREMENTS)

DRAFT

NOW, THEREFORE, The County Board of Commissioners of Chisago County, does ordain to amend Section 2, Definitions; Section 3.06, Preparing and Filing the Final Plat; and Section 3.07, Review of Final Plat of the Chisago County Subdivision Ordinance to read, as follows:

SECTION 2 DEFINITIONS

For the purpose of this Ordinance, certain words contained in this Section shall have the following meaning. Other words not contained in this Section shall have the meaning defined in the Minnesota State Statutes. Other words not defined in this Ordinance shall have the meaning customarily associated with them.

Acceptable Form of Title Evidence: Evidence of title in the form of either an up-to-date abstract of title or certificate of title with a title opinion of the attorney of the subdivider that is addressed to the County Board; or a current and in force title policy. A title commitment is not an acceptable form of title evidence.

Alley: A dedicated public right-of-way providing a secondary means of access to abutting property.

Applicant: The owner of land proposed to be subdivided or a representative. Consent shall be required from the legal owner of the premises.

Attorney: The County Attorney of Chisago County, Minnesota or an authorized representative.

Block: The enclosed area within the perimeter of roads, property lines or boundaries of the subdivision.

Bond: Any form of security including a cash deposit, collateral, property, or instrument or credit in an amount and form satisfactory to the Governing Body. All bonds shall be approved by the Governing Body wherever a bond is required by these regulations.

Boulevard: The portion of the street right-of-way between the traveled road surface and the property line.

Butt lot: A lot at the end of a block and located between two corner lots.

Certificate of Survey: A graphic representation of the boundary survey of a parcel of real property along with the description of the land and the signed certification of a Registered Minnesota Land Surveyor.

Cluster development: A subdivision development planned and constructed to

group housing units into relatively tight patterns while preserving agriculture or providing a unified network of open space and wooded areas, and meeting the overall density regulations of this Ordinance and the Zoning Ordinance.

Collector street or road: A road intended to move traffic from local roads to secondary roads.

Comprehensive Guide Plan: The plan or plans for the orderly growth of Chisago County as adopted and amended from time to time by the Planning Advisory Commission and the County Board.

Condominium plats: The condominium law given in State Statutes Chapter 515 specific procedures for surveying condominium subdivisions.

Contour line: A line connecting points that are at the same elevation. Contour interval is the vertical height between contour lines.

Corner lot: A lot bordered on at least 2 adjacent sides by streets.

County: Chisago County, Minnesota

County Board: The Chisago County Board of Commissioners

Covenants: Legal restrictions, usually recorded, which govern uses and dimensional standard of land or structures or both.

Cul-De-Sac: A minor street with only one outlet and having a turnaround.

Design Standards: Minimum requirements for the preparation and layout of plats, planned unit developments, other subdivisions, and public improvements.

Developer: The owner of land proposed to be subdivided or his representative. Consent shall be required from the legal owner of the premises.

Double frontage lot: A lot which has a front line abutting on one street and a back or rear line abutting on another street.

Drainage course: A water course or indenture for the drainage of surface water. This includes natural waterways as well as man-made waterways.

Easement: A grant by an owner of land for the specific use by persons other than the owner, or the public.

Engineer: An engineer registered in the State of Minnesota.

Escrow: In lieu of an amount required and still in force on a letter of credit, performance bond or maintenance bond. Such escrow funds shall be deposited by the County Treasurer Inspector in a separate account.

Final plat: The map or plan or record of a subdivision and any accompanying material, as described in these regulations.

Frontage road: A local street parallel to and adjacent to a highway or major thoroughfare, designed to provide direct access to land in lieu of direct access from a highway or major thoroughfare.

Governing Body: The County Board and the Town Board.

Grade: The slope of a road, street, or other public way, specified in percentage (%) terms.

Land Survey: The process of determining boundaries and areas of tracts of land.

Lot: A single parcel of land within a subdivision marked as a numbered tract to be offered as a unit of land for sale, lease, or separate use thereof. Outlots are included, but are designated by alphabetical letters.

Major subdivision: All subdivisions not classified as minor subdivisions, including but not limited to subdivisions of 4 or more lots, or any size subdivision requiring any new street or extension of the local government facilities, or the creation of any public improvements.

Metes and bounds: A description of real property which is not described by reference to a lot or block shown on a map, but is described by starting at a known point and describing the bearings and distances of the lines forming the boundaries of the property, or a description which delineates a fractional portion of a section, lot or area by described lines or portions thereof.

Minimum subdivision design standards: The guides, principles, and specifications for the preparation of subdivision plans indicating among other things, the minimum and maximum dimensions of the various elements set forth in the preliminary plat.

Minor street: A street of limited continuity used primarily for access to the abutting properties.

Outlot: A lot remnant or any parcel of land included in a plat, which may be used as open space. Such outlot may be a large tract that could be subdivided in the future or may be too small to comply with the minimum size requirements of zoning and subdivision ordinances or otherwise unsuitable for development and therefore not usable as a building site as it currently exists.

Owner: An individual, firm, association, syndicate, partnership, corporation, trust, or any other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under these regulations.

Park: Public land utilized for active or passive recreational purposes or natural resource management.

Park dedication: Land or cash in lieu of land which is dedicated for public use through the platting process, in a size or amount commensurate with the magnitude of the subdivision.

Pedestrian Way or Trail: A public right-of-way across or within a block, to be used for non-motorized use and pedestrians.

Person: Any individual, firm, association, syndicate or partnership, corporation, trust or any other legal entity.

Plat: A map or drawing, conforming to State statutes, which graphically delineates the boundaries and dimensions of land parcels for the purpose of identification and record or title.

Planning Commission: The Planning Commission of Chisago County, Minnesota.

Preliminary plat: A preliminary map or drawing indicating the proposed layout of a subdivision of land.

Private street: A privately owned street not dedicated to the public which serves two or more parcels of land.

Protective covenants: Contracts entered into between private parties and constituting a restriction on the use of all private property within a subdivision for the benefit of the property owners, and to provide mutual protection against undesirable aspects of development which would tend to impair stability of values.

Registered Land Survey: A method of surveying Torrens (or Registered) land following the procedures in State Statutes Chapter 508.47, as amended.

Remnant parcel: An irregular tract of land, which serves no public purpose and is not in conformance with County Ordinances. Remnant parcels shall not be permitted.

Reserve Strip: A narrow strip of land placed between lot lines and streets to control access.

Resubdivision or Replat: A change in any parcel of an approved or recorded subdivision plat.

Right-of-way: Land dedicated for public use including, but not limited to, streets, pedestrian ways and authorized utilities.

Riparian: Pertains to lands connected with or adjacent to the banks of a stream.

lake or other body of water.

Satisfactory Evidence of Title: Title Evidence that demonstrates, in the opinion of the County Attorney, that fee simple title to the platted property is in the names of the subdividers.

Service lane: A frontage road or internal street, which provides access to abutting properties and protects through traffic.

Sketch plan: A drawing which shows the conceptual subdivision of property.

Street: A public way for vehicular movement, including bicycle and pedestrian movement when appropriately designed.

Street width: The distance between the lines delineating the traveled portion of a street.

Subdivider: The owner, agent, or person having control of such land as the term is used in this Ordinance.

Subdivision: The division of a parcel of land into two (2) or more lots or parcels, for the purpose of transfer of ownership or building development. The term includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Surveyor: A land surveyor registered under Minnesota state laws.

Thoroughfare: A street primarily designated to carry large volumes of traffic and provide for vehicular movement between and among large areas.

Watercourse: A passage way in the surface of the earth so situated having such a topographical nature that surface water flows through it from other areas before reaching a final ponding area. The term includes both natural passage ways and drainage structures that have been constructed or placed for the purpose of conducting water from one place to another.

Vicinity map: Also known as a key map or location map. A map drawn to comparatively small scale which shows the area proposed to be platted in relation to known geographical features, i.e. town centers, lakes, roads.

Zoning Ordinance: The Chisago County Zoning Ordinance.

3.06 Preparing and Filing the Final Plat

- A. After the approval and endorsement of a preliminary plat, the procedures set forth in 3.06A to 3.06G shall be followed. The final plat shall be prepared by a land surveyor who is registered in the State of Minnesota and shall conform

to all the requirements of state and county law.

B. Unless an extension of time is requested by the subdivider and granted by the County Board upon recommendation of the Planning Commission, the subdivider shall within one (1) year, following approval of the preliminary plat, submit to the Zoning Administrator all of the following:

1. Twenty-five (25) copies of the final plat;
2. Acceptable form of title evidence which satisfactorily demonstrates, in the opinion of the County Attorney, that fee simple title to the platted property is in the name of the subdivider;
3. The surveyor's worksheet or computation sheet for the subdivision; and
4. An estimated time schedule for future staging of the platting and recording of each stage of the development

If the subdivider fails to submit the final plat to the Zoning Administrator within the designated period without requesting and receiving an extension of time, the approval and endorsement of the preliminary plat, including any rezoning necessitated by the preliminary plat, will be deemed void, and the subdivider shall initiate a new proceeding in the manner provided in Section 3.02.

C. Extensions of the period in which to file the final plat may be granted where the preliminary plat, because of its size, is to be developed in stages. ~~The subdivider must submit an estimated time schedule for future staging of the platting and recording of each stage of the development.~~ Final plats for the portion of the approved plan which is proposed for immediate development, conforming to all requirements of this Ordinance, must be filed within the required time, and the final plat for each succeeding stage of the development must be filed in accordance with the extensions granted by the County Board. Each final plat shall incorporate all changes, modifications and revisions of the preliminary plat as recommended by the Planning Commission and approved by the County Board. Except as so modified, the final plats shall conform to the preliminary plat. Where the subdivision is to be developed in stages, the final plat may constitute only that portion of the preliminary plat which the subdivider proposes to record and develop at that time.

D. The final plat shall comply with the provisions of Chapter 505 of Minnesota Statutes.

E. The taxes on the parcels of land being platted must be paid in full in the year the plat is recorded. Along with submission of the final plat, the subdivider shall furnish proof of payment of these taxes.

F. The land surveyor shall certify on the plat that the plat is a correct representation of the survey, that all the distances are correctly shown on the plat, that all monuments have been correctly placed on the ground as shown,

that the outside boundary lines are correctly designated on the plat. The surveyor shall also state on the plat if there are no wetlands or public highways to be designated in accordance with Minnesota Statutes, Section 505.02.

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3.07 Review of the Final Plat

- i. The Zoning Administrator shall refer copies of the final plat to the Surveyor, the Engineer, the Planning Commission and the Attorney. The County Attorney shall also receive ~~an up-to-date abstract of title or a Certificate of Title and the opinion of title prepared~~ the title evidence in acceptable form provided by the subdivider's attorney and addressed to the Chisago County Board.
- ii. The following reports shall be submitted to the County Board within 45 days after the submission of the final plat to the Zoning Administrator:
 1. Before a final plat is filed, a letter must be submitted from the County Surveyor or from another acceptable Registered Minnesota Land Surveyor stating the final plat was checked for mathematical accuracy, conforms with Minnesota State Statutes, Chapter 505, and conforms to the provisions of the County Ordinances. A fee shall be paid by the developer to cover public expenses in checking of the final plat, when done by the County Surveyor;
 2. The Engineer shall state whether the final plat and the proposed improvements conform to all engineering standards, including requirements of the Minnesota Department of Transportation, if applicable;
 3. The Attorney shall state whether the fee simple title to the platted property is in the names of the subdividers;
 4. The Zoning Administrator shall confirm that the final plat substantially conforms to the preliminary plat as modified and approved by the County Board.
- iii. If any of the reports required by Section 3.07B cannot be made within the prescribed period because of the non-conformity of the final plat to the preliminary plat or the non-compliance with any applicable statute or county ordinance, the County Board shall refer the final plat to the Planning Commission. Within 45 days after the final plat is received by the Planning Commission from the County Board, the Planning Commission shall report its recommendations to the County Board.
- iv. The County Board shall act on the final plat within 60 days of the date on

which it was accepted by the Zoning Administrator, except that if the final plat is referred back to the Planning Commission pursuant to Section 3.07C, final action must be taken within 60 days after the date on which it was referred to the Planning Commission.

- v. Prior to the approval of the final plat, the subdivider shall either have installed all required improvements or executed an agreement with the County for their installation. Required improvements shall conform to standards set forth in this Ordinance or other applicable standards. When the final plat is approved by the County Board, the subdivider shall submit hard copies of the final plat for recording and plat data in an electronic format, as specified by the County Surveyor. In addition to one of the full size reproducible copies, a transparent reproducible copy of a scale of 1 inch to 200 feet shall be filed with the office of the County Surveyor. Other reproducibles may be required by local governments.
- vi. The predetermined park fee shall be paid prior to recording the final plat.
- vii. The subdivider shall record the final plat in the office of the County Recorder within 120 days of its approval by the County Board. Any plat not recorded within the prescribed period shall be void.

Chisago County Request For Board Action

Meeting Date: August 3, 2022	Item Number: 8
Title of Item for Consideration: HHW Facility Improvements – Recycle Yard Plans & Specifications for Bid Release	
Action Requested by: Kurt Schneider	Department: Environmental Services/Zoning: Solid Waste Division
Previous Action on this Matter: The County was awarded a Greater Minnesota Recycling Grant through the Minnesota Pollution Control Agency last June 2021, to build a residential recycling drop-off yard in the rear of the Household Hazardous Waste Facility in North Branch.	
Background: In 2018, the Board authorized the Environmental Services Department (ESD) to hire the engineering and architecture firm of TKDA to complete an analysis of potential issues and solutions at the 20-year-old HHW facility in North Branch. TKDA produced a Pre-Design Report which was broken out into four phases addressing: warehouse upgrades, office space, a cold storage addition, and the need to add a public recycling drop off yard. ESD pursued funding for the overall project from several different sources, and the Recycling Yard phase was the first part of the plan to receive funding through a grant from the Minnesota Pollution Control Agency (MPCA) in June of 2021. As a result of receiving the MPCA grant, the Board authorized hiring TKDA in June of 2022 to create construction plans for the drop-off recycle yard. This site development plan has recently received Conditional Use Permit and Site Plan approval from the City of North Branch and is ready to go out for bid. Bid award and construction are scheduled to occur yet this fall so that recycling collections can commence before the end of the grant period in May of 2023. ESD has received the plans & specifications bid package, including the electronic plans, lighting exhibit, and construction cost estimates as attached. Note the construction cost estimates are conservative and have come in \$10,000 over the grant budget. If appropriate savings cannot otherwise be had, this overage will be required to be drawn out of the 14-Solid Waste Management Fund, and not out of direct levy dollars. The Solid Waste division of the ESD is requesting Board approval of plans and specifications and authorization to release the project for competitive bid.	
Attachment(s): • Chisago County Recycling Yard Site Plan • Chisago County Recycling Yard Lighting Exhibit • Chisago County Recycling Yard Cost Estimate • Full Plans/Specifications (available at the meeting)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Project Plans & Specifications and Authorize the Release of the Project for Competitive Bid. The suggested motion is as follows: <i>“Move to Approve the Household Hazardous Waste Facility Residential Recycling Drop-off Yard Construction Plans and Specifications and Authorize the Environmental Services Department to Release the Construction Project for Solicitation of Competitive Bids.”</i>	

Implications of Action: TKDA will manage the bidding process and provide bid addendum and project award recommendation on to the County Board on September 7, 2022. Construction contract and project award to the lowest responsible bidder will be requested at that time.

Budget/Financial Implications: The grant award was for a total of \$251,566.45 – of which \$189,073.50 are MPCA funds and \$62,492.95 is the County match. As noted, current engineers estimate exceeds the grant funding budget by \$10,000. Should competitive bidding not recognize the required savings, staff will be present SW Management Fund funding alternatives at that time.

Legal/Policy Implications: The County is required State Statute to have one public drop off location for curbside type recyclables. Building and operating this recycle yard fulfils that obligation.

Administrator's Recommendation

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

ALL REPRODUCED CALCULATIONS SHOWN ARE SHOWN ON

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CHISAGO COUNTY HOUSEHOLD HAZ. WASTE

MINNESOTA
Chicago County
NORTH BRANCH



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CHICAGO COUNTY
HOUSEHOLD HAZ.
WASTE

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CONSTRUCTION DOCUMENTS

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2	$P_{\lambda}(\alpha, \beta, \gamma, \delta)$	$P_{\lambda}(\alpha, \beta, \gamma, \delta)$	$P_{\lambda}(\alpha, \beta, \gamma, \delta)$
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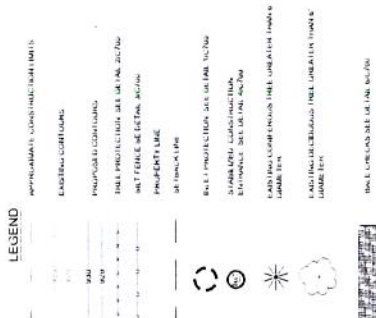
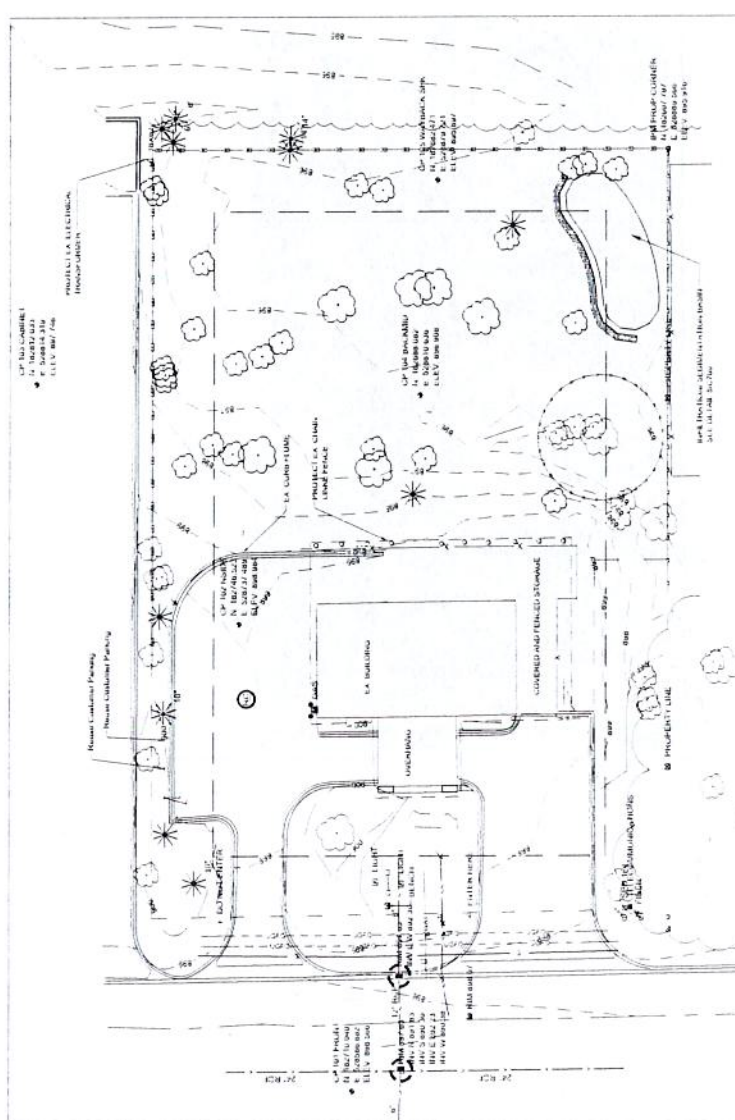
regarding Gaudin's trial. This issue, which had not yet been decided, was resolved by the Connecticut Appellate Superior Court and that trial is now underway. A supplemental decision will be issued in due time.

Signature of User: Bobby P. Brown
 Date of Use: March 13, 2000
 Location: Atlanta, Georgia

EXISTING CONDITIONS
& EROSION CONTROL

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CONSTRUCTION DOCUMENTS

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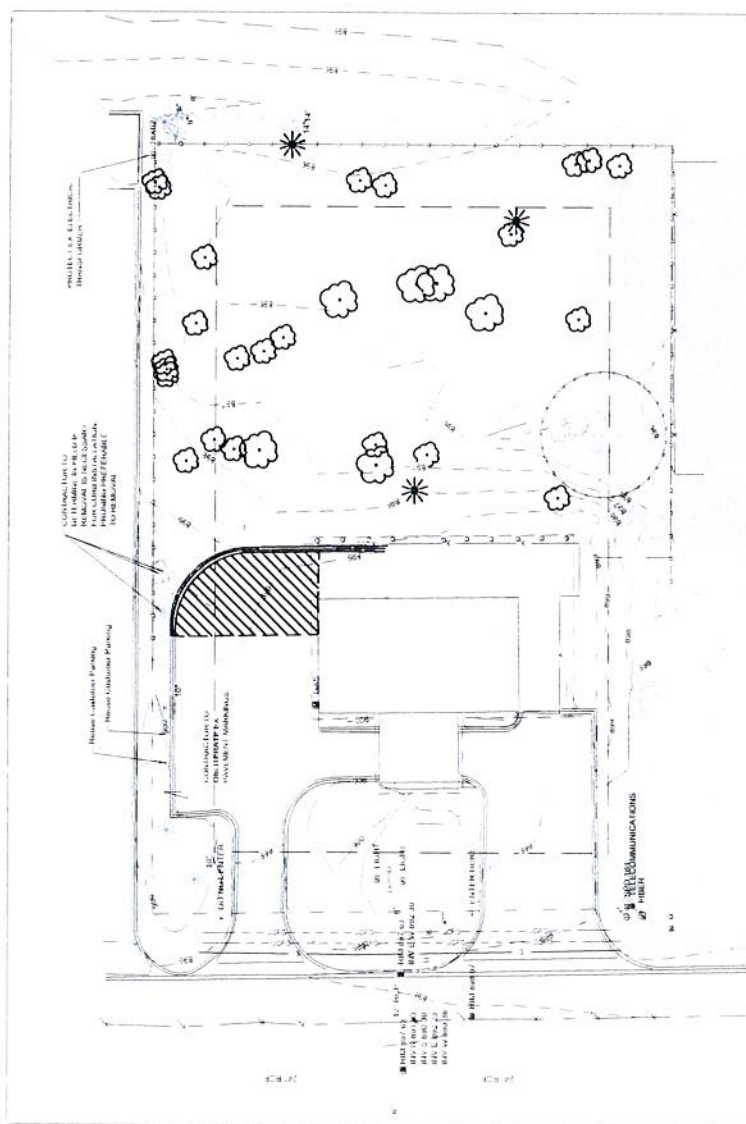
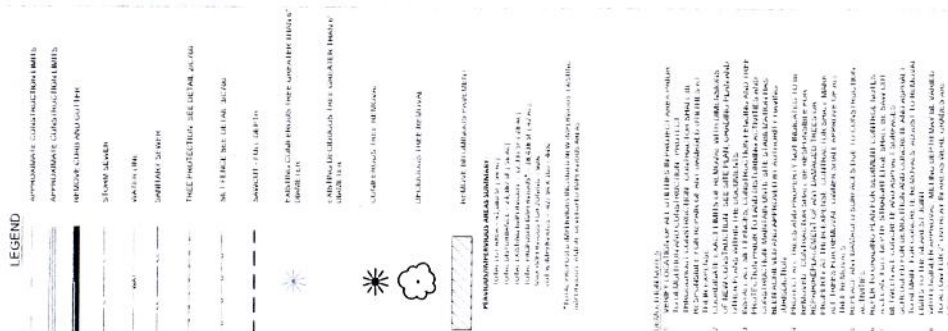
PLEASE NOTE THAT THIS PAPER, SPECIAL REPORT OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE ENGINEERING ACT, R.S.O. 1990, c. 19.

BRADY F. NICOLA
1016 E. 11th and Irving St.
Tulsa, Okla.

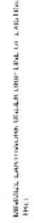
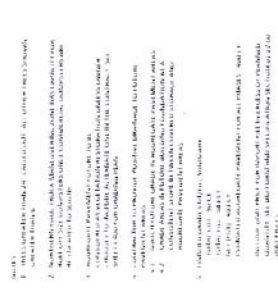
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DEMOLITION

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HOUSEHOLD HAZARDOUS
WASTE



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

CHICAGO COUNTY HOUSEHOLD HAZ. WASTE

INSTRUCTIONS: THIS DRAWING IS TO BE USED FOR THE DESIGN OF EROSION CONTROL MEASURES. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE USER OF THIS DRAWING IS RESPONSIBLE FOR THE DESIGN OF THE MEASURES AND FOR THE RESULTS OF THE MEASURES.

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Date]

CONSTRUCTION DOCUMENTS

NO.	DATE	DESCRIPTION
1	7/2/2002	Original Issue

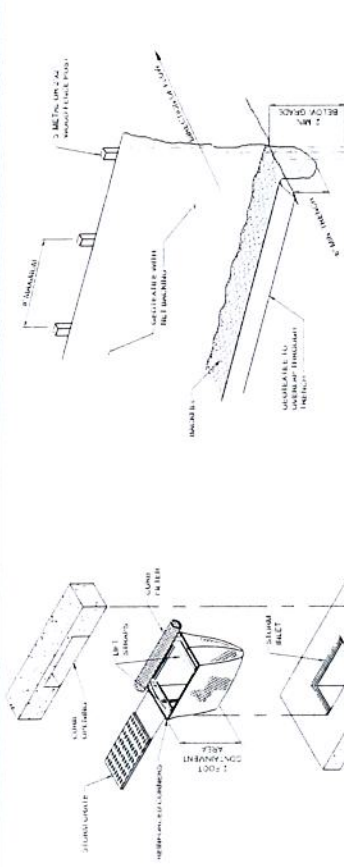
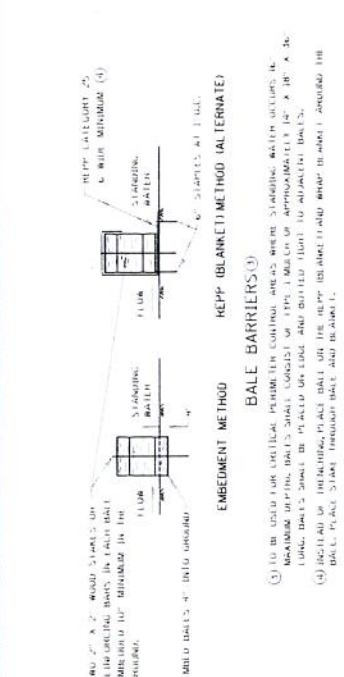
HEADQUARTERS: 1501 15TH AVE. S. SUITE 100
MINNEAPOLIS, MN 55404
PHONE: 612.338.1111
FAX: 612.338.1112
WWW.TKDA.COM

PROJECT: [Project Name]
LOCATION: [Location]
DATE: [Date]

DETAILS - EROSION CONTROL

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HOUSEHOLD HAZARDOUS
WASTE



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

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WASTE

CHISAGO COUNTY
HOUSEHOLD HAZ.
WASTE

CONSTRUCTION DOCUMENTS	
NO.	DATE
1	10/1/2010
2	10/1/2010
3	10/1/2010
4	10/1/2010
5	10/1/2010
6	10/1/2010
7	10/1/2010
8	10/1/2010
9	10/1/2010
10	10/1/2010

THIS REPORT WAS PREPARED BY THE UNDERSIGNED
FOR THE CHISAGO COUNTY HOUSEHOLD HAZARDOUS
WASTE TREATMENT PLANT. THE UNDERSIGNED IS A
LICENSED PROFESSIONAL ENGINEER IN THE
STATE OF MINNESOTA.

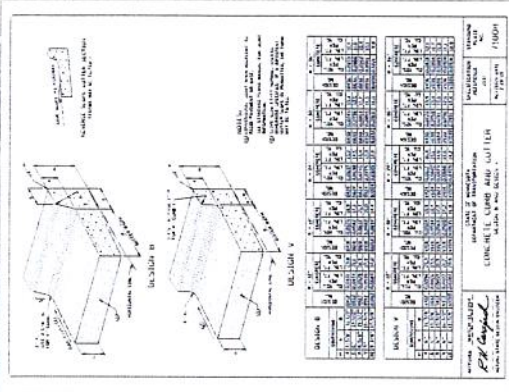
Signature: *Boyle P. Kline*
Printed Name: Boyle P. Kline
Date: 10/1/2010
Title: Designer

Stamp: CHISAGO COUNTY
Professional Engineer
Boyle P. Kline
10/1/2010

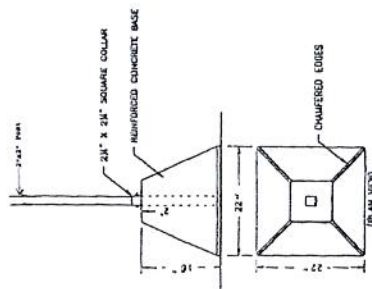
DETAILS - SITE

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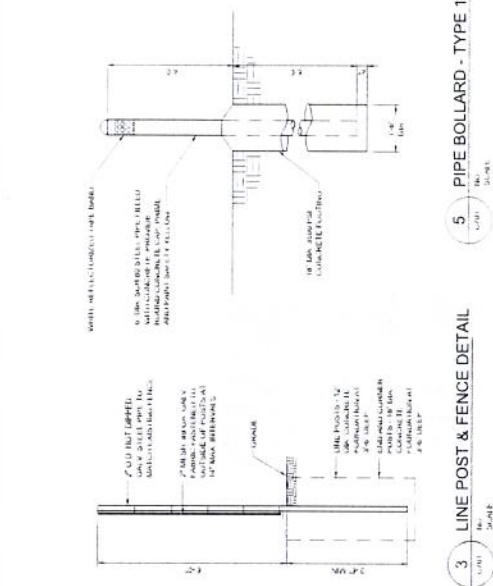


7 B612 CURB AND GUTTER DETAIL

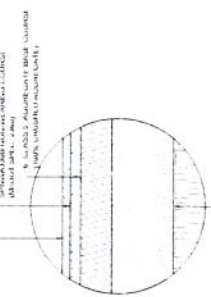


NOTES:
1. All dimensions are in feet and inches.
2. All structures are to be constructed of concrete.
3. All structures are to be finished with a smooth surface.
4. All structures are to be painted with a white paint.
5. All structures are to be located within the site boundaries.
6. All structures are to be located within the site boundaries.
7. All structures are to be located within the site boundaries.
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10. All structures are to be located within the site boundaries.

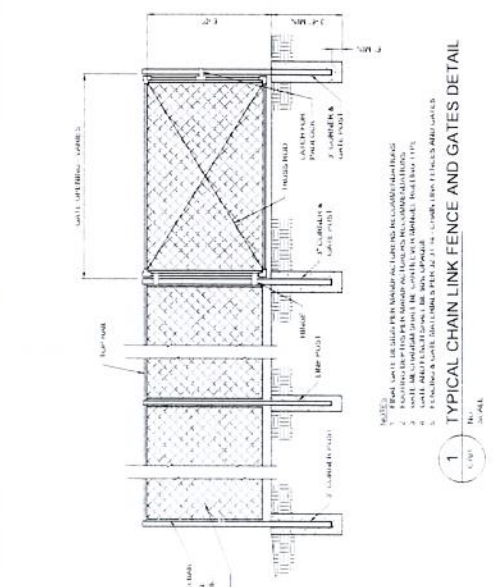
8 SIGN - MOVABLE BASE



5 PIPE BOLLARD - TYPE 1

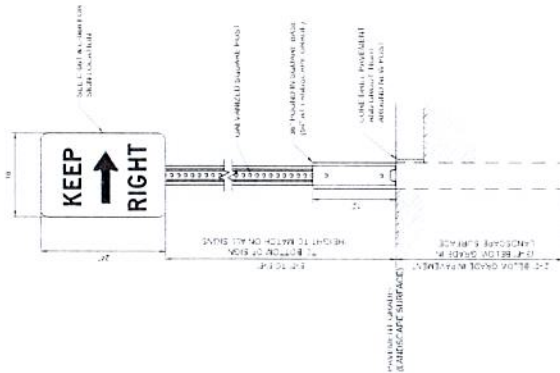


6 BITUMINOUS ROAD SECTION



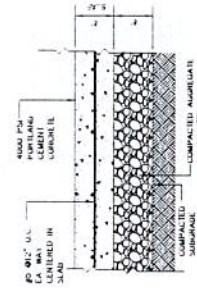
1 TYPICAL CHAIN LINK FENCE AND GATES DETAIL

2 INTENTIONALLY LEFT BLANK

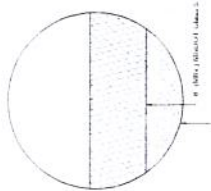


8.1 SIGN - NON-MOVABLE PENDING

9 CONCRETE PAVING SECTION



4 TYP. GRAVEL ROADWAY SECTION



1. 4-Chlorophenyl-1,3,5-trimethyl-1H-1,2,4-triazole-2-thione (15): 1,3,5-trimethyl-1H-1,2,4-triazole-2-thione (14) (1.0 g, 4.0 mmol) and 4-chlorophenylhydrazine (1.0 g, 8.0 mmol) were dissolved in 10 mL of EtOH and the mixture was stirred at 100 °C for 12 h. The mixture was cooled to room temperature and the solvent was removed under reduced pressure. The residue was purified by column chromatography (silica gel, EtOAc/hexane = 1/1) to give 1.5 g (50% yield) of 1. ¹H NMR (CDCl₃) δ: 2.4 (s, 3H), 2.5 (s, 3H), 2.6 (s, 3H), 7.2 (d, 2H), 7.4 (d, 2H).

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PROJECT: Chisago County Household Hazardous Waste

CLIENT: Chisago County

LOCATION: 39649 Grand Ave, North Branch, MN

PROJECT NO. 18511.00

95% Design Opinion of Probable Construction Cost - 7/25/2022



NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATE AMOUNT
Division 31 - Site Removals					
	Sawcut Pavement - Full Depth	95	LF	\$ 7.00	\$ 665
	Remove Bituminous Pavement	210	SY	\$ 7.00	\$ 1,470
	Remove concrete curb and gutter	90	LF	\$ 8.00	\$ 720
	Clear and Grub Trees	32	EA	\$ 400.00	\$ 12,800
					\$ -
	SUBTOTAL				\$ 15,655
Division 31 - Earthwork					
	Common Excavation/Haul Off Excess Soil	108	CY	\$ 17.00	\$ 1,836
	Import Fill	120	CY	\$ 40.00	\$ 4,800
	Subgrade Prep	1544	SY	\$ 2.00	\$ 3,088
	Erosion Control	1	LS	\$ 6,000.00	\$ 6,000
	SUBTOTAL				\$ 15,724
Division 32 - Exterior Improvements					
	B6-12 Curb and Gutter	42	LF	\$ 40.00	\$ 1,680
	Class 5 Aggregate Base - 6"	28	CY	\$ 50.00	\$ 1,380
	Class 5 Aggregate - 8"	373	CY	\$ 50.00	\$ 18,660
	Asphalt Pavment (4")	31	TN	\$ 200.00	\$ 6,287
	4" Latex Paint Striping	180	LF	\$ 8.00	\$ 1,440
	Site Signage	2	EA	\$ 500.00	\$ 1,000
	Fence - 6'	480	LF	\$ 70.00	\$ 33,600
	Gate - 24'	1	EA	\$ 14,000.00	\$ 14,000
	SUBTOTAL				\$ 64,047
Division 32 - Erosion Control Turf Restoration and Landscaping					
	6" Topsoil Strip, Stockpile & Spread	587	SY	\$ 25.00	\$ 14,667
	Seeding & Straw Mulch	218	SY	\$ 15.00	\$ 3,270
	Bale Check	65	LF	\$ 10.00	\$ 650
	Inlet Protection	2	EA	\$ 500.00	\$ 1,000
	Silt Fence	475	LF	\$ 4.00	\$ 1,900
	Rock Construction Entrance	1	EA	\$ 2,000.00	\$ 2,000
	Tree Protection	1	EA	\$ 750.00	\$ 750
	SUBTOTAL				\$ 24,237
Division 33 - Utilities (Not Used)					
	SUBTOTAL				\$ -
Division 26 - Lighting and Security					
	LED lights - Pole Mount (Included installation of conduit and wire)	2	EA	\$ 10,000.00	\$ 20,000
	LED Lights - Building Mount (Included installation of conduit and wire)	2	EA	\$ 5,000.00	\$ 10,000
	SUBTOTAL				\$ 30,000
Alternate - Aggregate Expansion					
	Subgrade Prep	431	SY	\$ 2.00	\$ 862
	Class 5 Aggregate - 8"	374	CY	\$ 50.00	\$ 18,679
	Seeding & Straw Mulch	(359)	SY	\$ 15.00	\$ (5,380)
	SUBTOTAL				\$ 13,299
CONSTRUCTION SUBTOTAL					\$162,962
Division 1 - General Conditions					
	Mobilization	1	LS	\$ 10,000.00	\$ 10,000
	Overhead and Profit (10%)	1	LS	\$ 16,296.18	\$ 16,296
	Bonds (1%)	1	LS	\$ 1,629.62	\$ 1,630
	Owner's Contingency (5%)	1	LS	\$ 8,148.09	\$ 8,148
PROJECT TOTAL					\$199,036

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Chisago County Request for Board Action

Meeting Date: August 3, 2022	Item Number: 9
Title of Item for Consideration: Letter of Support – Frontier Communications - Application to MN Border to Border	
Action Requested by: Board of Commissioners	Department: Board of Commissioners
Previous Action on this Matter: None.	
Background: Frontier Communication has requested that the Board of Commissioners offer a Letter of Support for Frontier Communications which can be used in support of their application to MN Border to Border grant. The grant could potentially increase broadband opportunities which would serve the residents of Chisago County. Frontier is looking for the Border-to-Border grant for areas already in their service area, some of which are underserved or unserved. The Chisago County HRA-EDA offered a letter of support at their July 26th meeting. HRA-EDA Director Nancy Hoffman asked the following questions and Frontier responded with the following answers: Is any of this in an RDOF area? - While Windstream and Midco were both awarded RDOF in our Chisago County service areas, generally our build does not overlap with RDOF awarded locations but rather aligns to current MN grant program guidelines for eligibility. As part of the grant program, we reached out to current wireline service providers in Chisago County where we are interested in potentially applying for a grant and have not heard back from any current provider that they have plans to upgrade the area. Are you currently the provider in these areas and are these existing customers? - The areas that we would like to upgrade are all within our current service areas for Chisago County. We are not planning to build out-of-footprint at this time. Our plans to upgrade some of the grant eligible locations in our service areas does include some individuals who are our current customers, as well as those who are not. Are there locations being missed that we will have to try to fill in at another time? - We are planning to upgrade as many locations as possible, but based on current MN grant program guidelines, we will not be able to upgrade all locations in this current round based on both subsidy allowed and total funding available. However, County funding would help to extend the build that is possible today. We do anticipate that the state will continue their grant programs so that Frontier may upgrade additional locations in future rounds. Additionally, our receiving a grant in this current round will create future efficiencies to upgrade locations (both grant eligible and ineligible locations).	

Are these areas underserved or unserved?

- **Both;** as we are trying to upgrade as many locations as possible, our current plans contain both unserved and underserved locations.

Attachment(s):

- Frontier Communications – Letter of Support for Broadband

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for Letter of Support – Frontier Communications - Application to MN Border to Border. The following motion is suggested;

“Move to approve a letter of support Frontier Communications - Application to the MN Border to Border grant program.”

Implications of Action: Approval will show the Chisago County Board of Commissioners support Frontier Communications - Application to MN Border to Border grant program.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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



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

August 3, 2022

Office of Broadband Development
Minnesota Department of Employment & Economic Development 332 Minnesota
Street, Suite E200
Saint Paul, Minnesota 55101

RE: Border-to-Border Broadband Development Grant

The Chisago County Board of Commissioners would like to express support for Frontier Communications' application to the Office of Broadband Development's Border-to-Border Broadband Development grant program. Frontier Communications is proposing to build out a Fiber-To-The-Premises (FTTP) broadband network that would provide high-speed internet service at competitive prices. The proposed project by Frontier Communications would provide access to broadband speeds that exceed the State of Minnesota's download and upload goals for 2022 and 2026, in areas currently considered unserved or underserved by the Office of Broadband Development.

The COVID-19 pandemic has highlighted the importance of addressing the "digital divide" that exists for residents and businesses that lack access to high-speed internet. Broadband access that allows for e-commerce, distance learning, remote work, and telehealth activities is no longer a want; instead, it is now a need. Frontier Communications proposed symmetrical 2 gigabyte fiber broadband project would ensure residents and businesses within the project area have access to internet technology that is future-proof and able meet the ever-increasing broadband speed requirements of modern society.

In conclusion, the Chisago County Board of Commissioners supports Frontier Communications' application to the Border-to-Border Broadband Development grant program. Frontier Communications' proposed project in Chisago County would provide residents and businesses with access to internet speeds that allow them to fully participate in today's digital economy. Access to high-speed internet is essential for continued economic development in Chisago County, and to improve the quality of life of residents who lack access to this vital technology.

Sincerely,

Richard Greene
Chair, Chisago County Board of Commissioners

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Chisago County Request for Board Action

Meeting Date: August 3, 2022	Item Number: 10*****
Title of Item for Consideration: Application for Exempt Gambling Permit – Northwoods Humane Society	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the Northwoods Humane Society, so that the applicants can conduct a lawful raffle on September 17, 2023. The Northwoods Humane Society is a non-profit organization.	
Attachments: 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 Northwoods Humane Society’s resolution to conduct a raffle at their event on September 17, 2023.”</i>	
Implications of Action: Approving tonight’s action would allow the Northwoods Humane Society 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 _____

BOARD AGENDA
August 3, 2022

**APPROVING THE SUBMISSION OF AN
APPLICATION TO CONDUCT A RAFFLE FOR
NORTHWOODS HUMANE SOCIETY**

RESOLUTION NO. 22/0803-X
**APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A
RAFFLE FOR NORTHWOODS HUMANE SOCIETY**

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 Northwoods Humane Society located at 7153 Lake Blvd, Wyoming, MN 55092

Chisago County Request For Board Action

Meeting Date: August 3, 2022		Item Number: 11*****	
Title of Item for Consideration: Temporary Liquor License Request – Stacy Lions Club			
Action Requested by: Bridgitte Konrad, County Auditor		Department: Auditor's Office	
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.			
Background: The application is for a 1 Day to 4 Day Temporary On-Sale Liquor License for the Stacy Lions Club at an event at Ribfest at A1 Tire on September 19, 2022. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval; 1. Stacy Lions Club – 9/17/2022			
Attachment(s): License Application for 1 Day to 4 Day Temporary On-Sale Liquor License (available with Clerk of the Board)			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Stacy Lions Club at Ribfest at A1 Tire. The suggested motion is as follows: <i>“Move to approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Stacy Lions Club at Ribfest at A1 Tire.”</i>			
Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their events planned for the specific dates. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve		Deny _____	
		Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

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Chisago County Request for Board Action

Meeting Date: August 3, 2022	Item Number: 12 *****																																								
Title of Item for Consideration: ARPA Expenditure - School Grant Program – North Branch Areas Schools																																									
Action Requested by: Chase Burnham, County Administrator	Department: Administrator																																								
Previous Action on this Matter: The County Budget and Finance Committee has been discussing and developing the 'School Grant Program' with ARPA funds since the beginning of 2022. At the June 1st, 2022 Board of Commissioners meeting, the Board created the 'Chisago County ARPA Grant Program' to fund vocational and general educational expenses. At the June 15th, the Board of Commissioners approved the School Grant Program Subrecipient Agreements with Braham and Cambridge-Isanti School Districts. At the July 6th Board of Commissioners meeting, the Board approved the original NBAS APRA school grant application.																																									
Background: As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have discussed and directed staff to develop a school grant program which allocates a total of \$600,000 of the County's total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funding to the Chisago County School Districts which direct serve the students of Chisago County. The Board has allocated \$500,000 for the school districts 'Vocational' programming and \$100,000 for 'General Education' or 'Open Use.' The Board has allocated a total amount to each school district depending on the number of Chisago County residents the school district enrolls and services. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">School District</th> <th style="text-align: left;">Chisago County Students</th> <th style="text-align: left;">Vocational</th> <th style="text-align: left;">General Education or 'Open Use'</th> <th style="text-align: left;">TOTAL ALLOCATION</th> </tr> </thead> <tbody> <tr> <td>Braham</td> <td>82</td> <td>\$4,907.70</td> <td>\$981.54</td> <td>\$5,889.24</td> </tr> <tr> <td>Cambridge-Isanti</td> <td>239</td> <td>\$14,304.15</td> <td>\$2,860.83</td> <td>\$17,164.98</td> </tr> <tr> <td>Chisago Lakes</td> <td>3182</td> <td>\$190,442.70</td> <td>\$38,088.54</td> <td>\$228,531.24</td> </tr> <tr> <td>Forest Lake</td> <td>1311</td> <td>\$78,463.35</td> <td>\$15,692.67</td> <td>\$94,156.02</td> </tr> <tr> <td>North Branch</td> <td>2633</td> <td>\$157,585.05</td> <td>\$31,517.01</td> <td>\$189,102.06</td> </tr> <tr> <td>Rush City</td> <td>907</td> <td>\$54,283.95</td> <td>\$10,856.79</td> <td>\$65,140.74</td> </tr> <tr> <td>Total Students</td> <td>8354</td> <td>\$499,986.90</td> <td>\$99,997.38</td> <td>\$599,984.28</td> </tr> </tbody> </table> The above chart differs from what was approved at the June 1st meeting. Rush City reported the wrong the number of students. The above chart reflects the properly reflected number of Rush City students. Vocational funds should be used by school districts to support their vocational programming or classes. The funds could be used to purchase equipment, supplies, or other items this programming needs to further the training and preparation of the future workforce. The 'Open Use' or 'General Education' funds should be used to address the impact of learning loss		School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION	Braham	82	\$4,907.70	\$981.54	\$5,889.24	Cambridge-Isanti	239	\$14,304.15	\$2,860.83	\$17,164.98	Chisago Lakes	3182	\$190,442.70	\$38,088.54	\$228,531.24	Forest Lake	1311	\$78,463.35	\$15,692.67	\$94,156.02	North Branch	2633	\$157,585.05	\$31,517.01	\$189,102.06	Rush City	907	\$54,283.95	\$10,856.79	\$65,140.74	Total Students	8354	\$499,986.90	\$99,997.38	\$599,984.28
School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION																																					
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Total Students	8354	\$499,986.90	\$99,997.38	\$599,984.28																																					

for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic.

The school districts cannot use the funds to replenish a budget stabilization fund, rainy day fund, pay a debt or similar reserve account. Additionally, the funds cannot be used to satisfy any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding.

Each school district must complete an application for the funds, and then agree to a sub-recipient agreement, which indicates that all expenditures using the County's ARPA funds comport with the guidelines of the ARPA as set forth by the US Treasury.

Attachment(s):

- North Branch Area Public Schools Application *REVISED*

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the issuance of the ARPA funds from the 2022 Chisago County School Grant Programs to North Branch. The following motion is recommended;

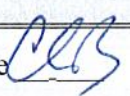
“Move to approve the revised North Branch Area Schools Chisago County’s ARPA School Grant Program application.”

Implications of Action: County Board consideration and approval at tonight’s meeting will allow the County to issue the funds to the school districts which have completed the application and subrecipient monitoring agreement.

Budget/Financial Implications: There is no levy or budget impact by the creation of this grant program using County ARPA funds. However, this is an expenditure of up to \$600,000 of Chisago County’s ARPA allocation.

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 _____

Exhibit A

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$600,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to the Chisago County School Districts directly serving the students of Chisago County.

The Board has allocated \$500,000 for 'Vocational' programming and \$100,000 for 'General Education' or 'Open Use.' The Board has allocated a total amount to each school district depending on the number of Chisago County residents the school district enrolls.

The following amounts are allocated to each school district on a per pupil basis.

School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION
Braham	82	\$4,907.70	\$981.54	\$5,889.24
Cambridge-Isanti	239	\$14,304.15	\$2,860.83	\$17,164.98
Chisago Lakes	3182	\$190,442.70	\$38,088.54	\$228,531.24
Forest Lake	1311	\$78,463.35	\$15,692.67	\$94,156.02
North Branch	2633	\$157,585.05	\$31,517.01	\$189,102.06
Rush City	907	\$54,283.95	\$10,856.79	\$65,140.74
Total Students	8354	\$499,986.90	\$99,997.38	\$599,984.28

Each school district above may apply to Chisago County for their Vocational and General Education SLFRF allocations using this application. The County will provide the funds to each school district in the form of a grant. On the grant application form, each school district must explain how the funds will be used for vocational programming of their district and how funds will be used for 'open use' or general education' and to address the learning loss caused by COVID-19. Each school district will be subject to subrecipient monitoring to confirm that their expenditures are compliant with ARPA, so all receipts must be maintained and may need to be submitted if the County requests. Each school district must enter into a Sub-recipient Grant Agreement with Chisago County to receive.

Vocational funds allocation:

These funds should be used by school districts to support their vocational programming or classes. The funds could be used to purchase equipment, supplies, or other items this programming needs to further the training and preparation of the future workforce.



Chisago County ARPA School Grants
Application
May 16, 2022

'Open Use' funds allocation:

This allocation should be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic.

Schools may use 'Open Use' allocation to pay for the salary and benefits of many school and childcare staff, including increased wages needed to recruit and retain excellent staff, and to fund premium pay, bonuses, training, and other worker supports.

Ineligible Uses:

Schools may NOT use funds to replenish a budget stabilization fund, rainy day fund, pay a debt or similar reserve account.

The funds may NOT be used to satisfy any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding.

Contact for More Information:

Chase Burnham, Chisago County Administrator
651-213-8877
chase.burnham@chisagocountymn.gov

Bridgitte Konrad, Chisago County Auditor-Treasurer
651-213-8509
bridgitte.konrad@chisagocountymn.gov

Kristin Waddell, Chisago County Chief Deputy Auditor-Treasurer
651-213-8501
kristin.waddell@chisagocountymn.gov



2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

APPLICATION (Revised 7-28-22)

Application must be completed in full to be considered

SCHOOL DISTRICT: North Branch Area Public Schools – ISD#138

Address: 38705 Grand Ave. North Branch, MN. 55056

Primary Contact Person: Sara Paul

Primary Contact Email: spaul@isd138.org

Primary Contact Title: Superintendent

Secondary Contact Person: Todd Tetzlaff

Secondary Contact Title: Director of Finance and Human Resources

Secondary Contact E-Mail: ttetzlaf@isd138.org

Federal Tax Identification Number: 41-6008394

Vocational Funds:

Please provide specific details on how the requested ARPA funds will be used to support your school district's vocational programming or classes.

Through a Youth Skills Training (YST) grant from the Dept. of Labor and Industry, North Branch Area Public Schools has been able to provide a "Career Navigator" position to oversee district efforts in Career and Technical Education (CTE). Unfortunately, NBAPS' YST grant must be fully spent by June 30, 2022 and will not provide funds to support a Career Navigator for the 2022-23 school year or beyond.

The North Branch Area High School Career Navigator serves as a liaison between the school district, industry leaders, and students. The work they provide to grow NBAHS' CTE program has proven invaluable to creating new industry partnerships, assisting students in navigating options and planning for the future, and marketing the program to prospective students. As a result of Career Navigator marketing efforts, there are no less than 25 students interested in manufacturing internships for the next school year and that number is projected to grow between now and August. NBAPS will use a portion of the ARPA vocational funds to cover the cost of salary/benefits for the position of Career Navigator, ensuring the continued success and growth of the program for another school year.

The balance of the Vocational Funds will be allocated to the hiring of non-traditional teaching staff in the areas of vocational, welding, and automotive, resulting in the equivalent of an additional staff member



to provide instruction to students grades 9-12. Current candidates come with a wealth of industry experience and a strong interest in passing those skills to a new generation of welders, mechanics, and manufacturing industry employees. As well, these local industry veterans will also provide interested students a direct conduit into local industries.

'Open Use' funds:

Please provide specific details on how the funds will be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic.

Funds designated as "open use" will be utilized by NBAPS to assist with the costs associated with addressing class size issues by grade level, and will allow NBAPS supplemental funds to respond to larger class sizes by covering some of the costs associated with the hiring of an additional instructional staff member as needed.

ACKNOWLEDGEMENT:

I hereby certified that this application for Chisago County's ARPA School Grant is true and accurate to the best of my knowledge.

School District Contact Person

Signature Date



Chisago County Request for Board Action

Meeting Date: August 3, 2022	Item Number: 13 *****
Title of Item for Consideration: Donation Acceptance – Children’s Water Festival	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy (Policy 2007-4) regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: The County has received the following donations for the Children’s Water Festival; - Rush Lake Improvement Association \$1000.00 for Children’s Water Festival - Rush City Lions Club \$500.00 for Children’s Water Festival - Comfort Lake Forest Lake Watershed District \$2000.00 for Children’s Water Festival	
Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the donation of a trailer from Lakes Region EMS. The following motion is suggested: <i>“Move to accept the donations for the Children’s Water Festival from the Rush Lake Improvement Association, Rush City Lions Club and the Comfort Lake Forest Lake Watershed District.”</i>	
Implications of Action: Accepting these donations will provide funds to the Children’s Water Festival.	
Budget/Financial Implications: These donations will be used for the Children’s Water Festival.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**Chisago County
Board of Commissioners**

**Acceptance of Donations by Chisago County for the
Children's Water Festival**

RESOLUTION NO: 22/0803-X

**ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY FOR THE CHILDREN'S
WATER FESTIVAL**

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County for the Children's Water Festival:

- Rush Lake Improvement Association \$1000.00 for Children's Water Festival
- Rush City Lions Club \$500.00 for Children's Water Festival
- Comfort Lake Forest Lake Watershed District \$2000.00 for Children's Water Festival