COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

REGULAR MEETING – Wednesday, June 15, 2022
County Board Room, Room 172
*****AMENDED*****

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

Road & Bridge Committee of the Whole:
Discussion

1.)	County Engineer's Report	TAB 1

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

2.)	SP 013-591-001 Lindstrom Trail TA Project	TAB 2
3.)	County Transportation Plan Update Contract	TAB 3
4.)	2022 Pavement Maintenance Project	TAB 4
5.)	County Road 86 Paving Project	TAB 5
6.)	FINAL Contract Payments for CSAH 26 Roundabout Project SAP 013-626-007	TAB 6

7:00 p.m. **Citizen's Forum**

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

1.)	R&B Committee Recommendation – County Engineer's Report	TAB 1
2.)	R&B Committee Recommendation – SP 013-591-001 Lindstrom Trail TA Project	TAB 2
3.)	R&B Committee Recommendation – County Transportation Plan Update Contract	TAB 3
4.)	R&B Committee Recommendation – 2022 Pavement Maintenance Project	TAB 4
5.)	R&B Committee Recommendation – County Road 86 Paving Project	TAB 5
6.)	R&B Committee Recommendation – CSAH 26 Roundabout Project SAP 013-626-007	TAB 6
7.)	Minutes from the June 1, 2022 Meeting	TAB 7
8.)	Payment of County's Warrants and Miscellaneous Bills	TAB 8
9.)	Authorization for County Auditor-Treasurer to Transfer Funds	TAB 9
10.)	Snowmobile Maintenance and Grooming Application – Wild River Snowmobile Club	TAB 10

Public Hearing

11.)	Business Subsidy Policy Revisions – HRA/EDA	TAB 11

Environmental Services/Zoning Report – Kurt Schneider, Director

12.)	Director's Report	TAB 12
13.)	Dale Evangelical Free Church CUP	TAB 13
14.)	James Birkholz & Judith Erickson CUP – Pleasant Valley Orchard	TAB 14
15.)	Goodpaster, Jim & Sher Investments LLC CUP – Rural Retail Tourism	TAB 15
16.)	Zoning Ordinance Amendment – Functions of the Planning Commission	TAB 16

Other Business of the County Board

17.)	*****Report and Recommendations from the June 8th, 2022 B/F Meeting*****	TAB 17

18.) 2022 State of Minnesota Boat and Water Safety Grant TAB 18
19.) 2022-2027 Citizen Review Panel Contract TAB 19
20.) Emergency Foster Care Contract with Leah Killian-Smith and Jonah Smith TAB 20
21.) Hazelden Scholarship LOA 2022-2023 TAB
22.) Out of State Travel Request – Monthly Client Visit to CT TAB 22
23.) SHIP Grant Agreement – Wyoming Elementary TAB 23
24.) Professional/Technical Services Contract with Bev Anderson TAB 24
25.) ARPA Expenditure - School Grant Program TAB 25
26.) *****TKDA Proposal for Engineering Services Jail Demolition***** AMENDED
27.) *****MDH Contract to Participate in the Local Collaborative Time Study***** AMENDED

Announce Closed Meeting (M.S. § 13D.05 Subd. 3) TAB 26

- Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. Minn. Stat. §13D.05, Subd. 3. The Meeting will be closed to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation.

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

TAB #1

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: **Chisago County Board of Commissioners**

FROM: Joe Triplett, P.E.

DATE: **June 8, 2022**

RE: Public Works Director's Report

Project Development Update:

CSAH 10 Reconstruction: Looking to set up a public open house for the project in August.
CSAH 22 Corridor/Interchange Study: Meeting with City and Traffic Engineer on June 8th. Update coming.
2023 Reconstruction Projects: Right of way activities will begin soon for CR 59, CR 70& CR 76 projects.

Construction Update:

CSAH 19 Reconstruction
- Paving to be completed week of the 13th
- Anticipated to be done by June 24th

CR 55 Paving
- Paving complete
- Anticipated to be done mid-June

CR 79 Paving
- Paving complete
- Anticipated to be done mid-June

CSAH 26 Reconstruction
- Construction has begun
- Contract completion of end of August

CSAH 23/24 Roundabout
- Construction has begun
- Open to traffic by end of August.

Seal Coat Project
- Project began June 13th
- Expected to take 2 to 3 weeks and be wrapped up prior to July 4th

CR 86 Paving Project
- Opened bids on June 6th.
- Project approval and award up for consideration at tonight's meeting

2022 Maintenance Mill & Overlay Project
- Opened bids on May 24th
- Project approval and award up for consideration at tonight's meeting

City of Lindstrom Advance Construction Agreement
The City of Lindstrom received federal TA funding through Region 7E for their trail project along CSAH 25. The City requested additional future funding from this program, and it was granted. In order to receive the funding, an advanced construction agreement will need to be executed. Since the County is acting as the fiscal agent to receive the federal funds, we will need to execute the agreement.

County Transportation Plan Update
I have agreed to a scope of work and fee for our transportation plan update. The contract is included for consideration and I recommend approval. We are looking to start work on this in July.

2022 Pavement Maintenance Project
Our annual mill and overlay project was bid and Bituminous Roadways is the apparent low bidder. Project included resurfacing portions of CR 68, CSAH 19 & CSAH 22. The contract is included for consideration and I recommend approval.

County Road 86 Project
The County Road 86 surfacing project was bid and North Valley is the apparent low bidder. Project will pave CR 86 between CSAH 26 and TH 95. The contract is included for consideration and I recommend approval.

TH 8 Reconstruction Project
We have submitted the final layout for Mndot approval. We are starting back up with the environmental review process. We are also working on the drainage and ponding design. I am looking to set up meetings with the city engineers from Chisago City an Wyoming by the end of the month to start to look at the local system.

On the funding front, we had a significant amount of funding ($42M) in the Transportation bill and Bonding bill this session. As we all know, the session ultimately ended in failure and the Legislature adjourned without passing these items, among many others as well. The last hope would be a special session being called by the Governor and the Legislature returning to St. Paul to finish their work.

On the federal funding front, we made the cut with all 3 of our members of Congress for our Congressionally Directed spending (earmarks) requests. We won't find out until later this fall or winter if we are successful. We will find out by mid-August whether or not our RAISE grant application was chosen, either.

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 2
Title of Item for Consideration: SP 013-591-001 Lindstrom Trail TA Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The City of Lindstrom was successful in obtaining additional funding from the Transportation Alternative program. The funds are FY 25 program funds that will need to be advanced. To access and receive the funding, the Board must approve the agreement and pass the resolution.

Attachment(s):

- Agreement
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SP 013-591-001 Lindstrom Trail TA Project agreement. The following motion is suggested:

"Move to approve the SP 013-591-001 Lindstrom Trail TA Project agreement at tonight's meeting."

Implications of Action: Approval will allow the City of Lindstrom to receive $136,800 in additional funding

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

DEPARTMENT OF TRANSPORTATION

Minnesota Department of Transportation
State Aid for Local Transportation
395 John Ireland Boulevard, MS 5
Saint Paul, MN 55155

May 23, 2022

Mr. Joe Triplett
Chisago County Engineer
313 North Main Street, Room 400
Center City, MN 55012-9663

SUBJECT: **SP 013-591-001, TA 1322(006)**
City of Lindstrom Bituminous Trail
MnDOT Contract Number 1050849

Dear Mr. Triplett:

Attached is the agency agreement between Chisago County and MnDOT, which allows for MnDOT to act as Chisago County's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal years 2022 and 2025 or sooner as funds are available.

Please review and if approved, have the agreement signed. A County Board resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return the signed agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 651.366.3826.

Sincerely,

Angela Murphy Digitally signed by Angela Murphy Date: 2022.05.23 11:52:37 -05'00'

Angela Murphy, PE
Federal Plans Engineer

Enclosures

Cc: Dan Erickson —DSAE
Cindy Degener—Finance
File

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 013-591-001

FAIN Number: TA 1322(006)

This agreement is entered into by and between Chisago County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number dcp(1030013) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project for City of Lindstrom Bituminous Trail, hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal years 2022 and 2025, and is identified in MnDOT records as State Project 013-591-001, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 1322(006); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five

(5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1030013), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1030013), which is incorporated herein by reference.

3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.

3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

5.1. It is estimated that the total cost of the Project is $580,539. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for TA funds in federal fiscal years 2022 and 2025. These amounts are $304,848 and $136,800, respectively.

5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2021 for federal fiscal year 2022 and October 1, 2024 for federal fiscal year 2025. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).

5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1030013), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or her successor.

Title: State Aid, Federal Plans Engineer

Phone: 651-366-3826

Email: angela.murphy@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Joe Triplett, or his successor.

Title: Chisago County Engineer

Phone: 651-213-8708

Email: joe.triplett@chisagocountymn.gov

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

8. Liability and Claims

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification

obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

9.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

11. Workers Compensation. The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT's obligation or responsibility.

12. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not

obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

17.1.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as appropriate.

17.1.2. **Termination.** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

17.1.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17.1.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research

work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

17.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

17.1.11. **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

17.2. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

17.3. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) can be found at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035 and are incorporated in the

agreement.

17.4. **Federal Funding Accountability and Transparency Act (FFATA).**

17.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

17.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

17.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

17.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Chisago County
Government Agency certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:_____
Rick Greene, Chairman, Chisago County Board of Commissioners

Title:_____

Date:_____

By:_____
Christina L. Vollrath, Clerk to the Board of Commissioners

Title:_____

Date:_____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney

Date: May 31, 2022

DEPARTMENT OF TRANSPORTATION

By:_____

Title: State Aid Engineer

Date:_____

COMMISSIONER OF ADMINISTRATION

By:_____

Date:_____

SAMPLE RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Chisago County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the **Chairman* and the **Auditor* are hereby authorized and directed for and on behalf of Chisago County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1050849," a copy of which said agreement was before the County Board and which is made a part hereof by reference.

**Titles of persons authorized to sign on behalf of the* County*

SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF_____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Chisago County at a duly authorized meeting thereof held on the _____ day of _____, 20___, as shown by the minutes of said meeting in my possession.

_____

Auditor

Notary Public

My Commission expires _____

(SEAL)

BOARD AGENDA
June 15, 2022

SP 013-591-001 Lindstrom Trail TA Project

RESOLUTION NO. 22/0615-X
SP 013-591-001 LINDSTROM TRAIL TA PROJECT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Chisago County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Chairman is hereby authorized and directed for and on behalf of Chisago County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1050849," a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 3
Title of Item for Consideration: County Transportation Plan Update Contract	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Periodically, the County Transportation Plan needs to be updated to keep current with our changing transportation needs. Ten years is standard for undertaking this task. The County's plan was last updated in 2013. Public Works requires assistance to undertake this task. County Engineer Joe Triplett has enlisted WSB, who has extensive experience in these plans for other counties.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with WSB to update the County Transportation Plan. The following motion is suggested:

"Move to approve the agreement with WSB to update the County Transportation Plan at tonight's meeting."

Implications of Action: Approval will allow the County to work with WSB to update our Transportation Plan

Budget/Financial Implications: $195,135.00, funding will come out of 03-320-6273 account.

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

Administrator's Recommendation

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

PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and WSB, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need professional and technical services to develop an update to the County's long-range transportation plan that will serve as the framework for infrastructure, policy and service investments for the next twenty years.

WHEREAS, the CONTRACTOR has provided the County with a proposal and cost estimate in which it made representations to the County that it is qualified, duly licensed and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. TERM OF CONTRACT. This Contract shall be effective on June 16, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until May 1, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES. The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in the proposal of CONTRACTOR, dated May 23, 2022, a copy of which is attached hereto and incorporated herein as **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract shall prevail.

A. CONTRACTOR's Duties. CONTRACTOR shall perform those tasks described in **Attachment A.**

B. County's Duties. County shall perform those responsibilities required of the County as set forth herein.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed One Hundred Ninety-Five Thousand, One Hundred Thirty-Five and 00/100 Dollars ($195,135.00) pursuant to **Attachment A.**

B. Terms of Payment.

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

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

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

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

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

Name:	Jacqueline Corkle, Director-Transportation Planning
Company:	WSB
Address:	701 Xenia Avenue S., Suite 300, Minneapolis, MN 55416
Telephone:	763-231-4871
E-Mail:	jcorkle@wsbeng.com

V. **CANCELLATION AND TERMINATION**.

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

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

the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. **ASSIGNMENT AND ASSUMPTION**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. In the event of assignment, CONTRACTOR shall remain responsible for the performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee.

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

VIII. **INSURANCE**.

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

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

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

C. *Professional Liability Insurance. (Errors and Omissions)* CONTRACTOR shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this contract. Said policies covering the errors and omissions of the professionals working under this contract shall remain in effect for six (6) year following the completion of the work.

D. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

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

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

A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer

based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

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

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

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

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

XIV. **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.

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

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

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

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

(Signatures found on page 7)

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

AUTHORIZED AND APPROVED:

By:
Rick Greene, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina L. Vollrath, Clerk to the Board
Date:

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: May 31, 2022

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 4
Title of Item for Consideration: 2022 Pavement Maintenance Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The County has bid out the annual 2022 Pavement Maintenance mill and overlay project. 4 bids were received ranging from the low bid of $767,567.00 to the high bid of $851,864.00. Bituminous Roadways of Mendota Heights, MN, is the apparent low bidder.

***Attachment(s)*:**

- Contract

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the 2022 Pavement Maintenance Project to Bituminous Roadways of Mendota Heights, MN. The following motion is suggested:

"Move to award and approve the 2022 Pavement Maintenance Project to Bituminous Roadways of Mendota Heights, MN."

Implications of Action: Approval will allow the County to construct the project.

Budget/Financial Implications: $767,567.00, funding for project will come from 03-325-6604.

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

Administrator's Recommendation

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

Project Contract for 2022 Pavement Maintenance Project

This Agreement entered into this ___ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Bituminous Roadways, Inc., a Minnesota Corporation,
1520 Commerce Drive, Mendota Heights, Minnesota 55120

The Project: 2022 Pavement Maintenance Project
CP 13-MP-22

Engineer: Joe Triplett, P.E.
Director | County Engineer
Department: Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

(A) This Contract;
(B) The Instructions to Bidders;
(C) The Bid/Proposal Form;
(D) The General Conditions of the Contract;
(E) Project Manual;
(H) Drawings, Schemes and Designs and Specifications;
(I) All Modifications issued after execution of this Contract;
(J) Bonds and Insurance;
(K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the 2022 Pavement Maintenance Project (CP 13-MP-22), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved progress schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.4 The Contractor shall supply written notice at least two (2) weeks prior to the start of each individual segment of the project.

3.5 The Contractor must complete all Work, including striping and final cleanup, to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before October 1, 2021. Striping for individual segments shall be completed within 5 calendar days after the completion of the paving operation for that segment, or as directed by the Engineer.

3.6 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.7 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.8 No work on the CSAH 19 portion in the City of Stacy shall occur between August 3, 2022 and August 8, 2022. If work on this segment is started before this restriction period, that segment shall be fully completed (with striping) prior to the restriction period.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contact Documents, the Contract sum of the Base Bid: Seven hundred sixty-seven thousand five hundred sixty-seven dollars and no cents ($767,567.00).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

(A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and

(B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.

(C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final

Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

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

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; of if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of $500,000 for claims for wrongful death and each person for other claims; $1,500,000 for any number of claims arising out of a single occurrence; and no less than $3,000,000 aggregate.

8.4. Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least $500,000 per claim for wrongful death and each person for other claims; $1,500,000 on a combined single limit basis; and not less than $3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and

judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County will consent to the assignment by and through an assignment agreement which binds the assignee to the terms and conditions of this Contract.

10.2 The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Kent Peterson
Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120
(651) 686-7001
info@bitroads.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2 The Contractor agrees to retain for a period of six (6) years after completion or termination of this Project Contract all data and records concerning or related to this Contract.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

(A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of

Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.

(B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

(C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
   (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
   (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
   (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
   (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.

4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIV – MISCELLANEOUS PROVISIONS

14.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

14.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

14.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rending shall not affect the validity and enforceability of the remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

14.5 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

By: _____ Dated: _____
Rick Greene, Chisago County Board Chair

Attest: _____ Dated: _____
Christina L. Vollrath, Clerk to the Board of Commissioners

Approved to form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge, Assistant County Attorney
Date: May 31. 2022

CONTRACTOR: BITUMINOUS ROADWAYS, INC.

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____ Dated: _____
(Signature) *(Title)*

Print: _____

I, _____ (individual's name) the _____(title) of _____(company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ___ day of _____, 20__

_____
Notary Public

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 5
Title of Item for Consideration: County Road 86 Paving Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The County bid out the CR 86 paving project. The County received 3 bids ranging from the low bid of $1,234,434.86 to the high bid of $1,434497.00. The engineer estimate for the project was $1,236,788.70. North Valley, Inc. of Nowthen, MN, is the apparent low bidder.

Attachment(s):

- Contract

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the CR 86 paving project to North Valley, Inc. of Nowthen, MN. The following motion is suggested:

"Move to award and approve the CR 86 paving project to North Valley, Inc. of Nowthen, MN."

Implications of Action: Approval will allow the County to construct the project.

Budget/Financial Implications: $1,236,788.70, funding for project will come from 03-325-6604.

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

Administrator's Recommendation

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

Project Contract for CR 86 Surfacing Project

This Agreement entered into this ___ day of June 2022.

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

North Valley, Inc., a Minnesota Corporation,
20015 Iguana Street NW – Ste. 100, Nowthen, Minnesota 55330

The Project: CR 86 Surfacing Project
CP 13-86-22

Engineer: Joe Triplett, P.E.
Director | County Engineer

Department: Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

(A) This Contract;
(B) The Instructions to Bidders;
(C) The Bid/Proposal Form;
(D) The General Conditions of the Contract;
(E) Project Manual;
(H) Drawings, Schemes and Designs and Specifications;
(I) All Modifications issued after execution of this Contract;
(J) Bonds and Insurance;
(K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CR 86 Surfacing Project (CP 13-86-22), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved progress schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.4 This Contract allows for a flexible starting date after July 18, 2022. However, the Contractor may not start construction operations prior to Contract Approval. The Contractor shall determine their construction starting date between the above listed dates. The Contractor must notify the Engineer, in writing, at least two weeks prior to the selected date.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before September 30, 2022.

3.6 In addition to the other Contract Time requirements, the Contractor must complete all work except for the final wear course, striping, signing, and mailboxes on or before August 19, 2022. Beginning August 22, 2022 through September 9, 2022, the Contractor shall temporarily vacate the site to allow Chisago County Public Works to backfill the C&G and apply permanent turf establishment measures. Beginning on or after September 12, 2022, the Contractor shall re-mobilize to the Site to complete the remaining work, including final wear paving, striping, signing, mailboxes, and any final cleanup.

3.7 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.8 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.9 The Department based Contract Time (Completion Date) on an anticipated 5-day Work week, Monday through Friday.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contact Documents, the Contract sum of the Base Bid: One million two hundred thirty-six thousand seven hundred eighty-eight dollars and seventy cents ($1,236,788.70).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

(A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and

(B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the

Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.

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6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

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

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Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Les Bloom
North Valley, Inc.
20015 Iguana St. NW – Ste. 100
Nowthen, MN 55330
(763) 274-2580
paula@northvalleyinc.com

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   (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
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ARTICLE XIV – MISCELLANEOUS PROVISIONS

14.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

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IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____ Dated: _____
Rick Greene, Chisago County Board Chair

Attest: _____ Dated: _____
Christina L. Vollrath
Clerk to the Board of Commissioners

CONTRACTOR: NORTH VALLEY, INC.

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____ Dated: _____
(Signature) *(Title)*

Print: _____

I, _____ (individual's name) the _____(title) of _____(company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ___ day of _____, 20__

_____
Notary Public

Reviewed as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge, Assistant County Attorney

Dated: June 6, 2022

Chisago County Request for Board Action

Meeting Date: June 1, 2022	***Item Number:*** 6
Title of Item for Consideration: FINAL Contract Payments for CSAH 26 Roundabout Project SAP 013-626-007	
Action Requested by: Joe Triplett, P.E.	***Department:*** Chisago County Public Works
Previous Action on this Matter: Projects have been previously approved and awarded.	
Background: The final contract payment amount for the CSAH 26 Roundabout Project SAP 013-626-007 is $25,179.07. The contract amount was $2,941,593.97 and the total work certified amount was $2,941,593.97. ***Attachment(s)***: • Final Contract Voucher – CSAH 26 Roundabout Project SAP 013-626-007 (*available upon request*)	
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract Payment for CSAH 26 Roundabout Project SAP 013-626-007. The following motion is suggested: ***"Move to approve the CSAH 26 Roundabout Project SAP 013-626-007 Final payment."***	
Implications of Action: Board approval at tonight's meeting will allow the Public Works department to complete the project. ***Budget/Financial Implications***: None. ***Legal/Policy Implications***: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	

Administrator's Recommendation

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

TAB #7

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, June 01, 2022

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, June 01, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

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

Chair Greene gave the gavel to Vice-Chair Montzka.

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

On motion by Greene, seconded by Dunne, the Board moved to add items 1-3 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the board moved to close the HHS Committee Board of the Whole at 6:36 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.

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update

2.) HHS Committee Recommendation – Payment of County's Warrants for HHS

3.) HHS Committee Recommendation – MDH Grant Contract Amendment – Respite Care

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 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.) Minutes from the May 18, 2022 Regular Meeting

6.) Renewal of Liquor, Wine, Club or 3.2% Licenses

MN Inter-County Association County Visit – Matt Massman, Executive Director

CITIZENS FORUM
TIME – 7:22 p.m. **END TIME** – 7:22 p.m.
# of SPEAKERS - 0

On motion by DuBose, seconded by Dunne, the Board moved to approve the Maintenance and Grooming Applications for the North Branch Sno-Drifters and the Rush City Sno-Bugs. 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 Resolution22/0601___, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Final Plat of Poor Farm Meadows, located in Sunrise Township, at the northwest corner of 410th Street / CR 81 and Poor Farm Road (PID 09.00034.20). 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 authorize the Department of Enterprise Service Director to proceed with the move of Chisago County E-mail services to the Microsoft O365 government cloud including the purchase of an upgraded Cloud based e-mail archive solution. 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 schedule to review County Administrator Chase Burnham during the June 15th, 2022 Chisago County Board of Commissioners meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the creation of the 2022 Chisago County ARPA School Grant Program to fund 'vocational' and 'general education' expenses for the six school districts that serve Chisago County students (Forest Lake, Chisago Lakes, North Branch, Rush City, Cambridge-Isanti, Braham) using $600,000 of Chisago County's ARPA fund allocation and approve the application and sub-recipient agreement. 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 direct the Auditor-Treasurer to sign the contract with MnCCC Tyler Technologies tax and CAMA software and to notify MnCCC. Funding for the purchase will be committed from ARPA and Recorder's Compliance Fund. 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 hiring of a new part time Records Clerk/Transcriptionist for the Chisago County Sheriff's Office. 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 donation of the 2005 Schifsky Enclosed Trailer from Lakes Region EMS. 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 CSAH 30 Improvements SAP 013-630-017 final payment. 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 application to conduct excluded bingo for the Immanuel Lutheran Church of Almelund on November 12, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the reclassification of two (2) Legal Assistant positions from Grade 16 Union to Legal Assistant II (Grade 19 NonUnion) within the Chisago County Attorney's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

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

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

On motion by Dunne, seconded by Montzka, the Board adjourned the meeting at 8:04 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 15, 2022

TAB # 8

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $533,060.75

Authorize Payment of County's Warrants for HHS:

Prepared Check Date	Amount	Mail Date	Type of Payment
6/22/2022	$47,340.79		County's Warrants
6/22/2022	$35,179.50	06/15/2022	Auditor's Warrants

Lake Area Bank; Derek Anklan; Sheriff; supplies; $104.0
Lake Area Bank; Matthew Beckman; Sheriff; registration; $384.99
Lake Area Bank; Chase Burnham; Administration; supplies; $49.00
Lake Area Bank; Jon Eckel; Enterprise Services; supplies; $494.65
Lake Area Bank; Karen Gates; Human Resources; $100.00
Lake Area Bank; Mark Hendrickson; Probation; supplies; $497.50
Lake Area Bank; Bridgitte Konrad; Auditor; registration; $601.92
Lake Area Bank; Andrew Mahowald; Sheriff; supplies; $219.99
Lake Area Bank; Daryl Moeller; Assessor; registration; $400.00
Lake Area Bank; Kyle Puelston; Sheriff; supplies; $1,190.72
Lake Area Bank; Kurt Schneider; Environmental Services; supplies; $20.00
Lake Area Bank; Barbara Shimmon; Public Works; registration; $223.50
Lake Area Bank; Joseph Tart; Parks; supplies; $352.23
Lake Area Bank; Jake Thompson; Enterprise Services; supplies; $85.00
Lake Area Bank; Brandon Thyen; Sheriff; registration; $590.18
Lake Area Bank; Joseph Triplett; Public Works; registration; $122.50
Lake Area Bank; Dennis Wilton; Enterprise Services; registration; $24.98
Lake Area Bank; Justin Wood; Sheriff; supplies; $663.53
Lake Area Bank; Tracy Krona; HHS; registration; $1,889.50
Lake Area Bank; Todd McMurray; supplies; $977.13

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 9
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Transfer Funds	
Action Requested by: Bridgitte Konrad	***Department:*** Auditor-Treasurer
Previous Action on this Matter: None.	

Background: All proceeds and costs from the tax forfeited land sales are collected into the Tax Forfeited Land Fund. The portion of the proceeds which are remitted to the local units of government are distributed from the Tax and Penalty Fund along with all other tax collections. Consequently, these funds need to be moved from the Tax Forfeited Land Fund to the Tax and Penalty Fund.

***Attachment(s)*:**

- Transfer Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize transfer of funds. The following motion is suggested:

"move to authorize the transfer of funds from that tax forfeit land fund to the tax and penalty fund for settlement of the sale."

Implications of Action: If the transfer is approved the Tax Forfeited Land Fund and the Tax and Penalty Fund will have the appropriate balances.

Budget/Financial Implications: None

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

Administrator's Recommendation

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

Request for Permanent Transfer of Funds

FUND FROM	FUND TO	REASON	AMOUNT
Tax Forefeit Land (Fund 72)	Tax and Penalty (Fund 71)	Transfer of Tax Forfeited Land Sale Proceeds for Distribution	$56,000.00

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 10
Title of Item for Consideration: Snowmobile Maintenance and Grooming Application	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	***Department:*** Auditor's Office

Previous Action on this Matter: Annually the Board of Commissioners is asked to approve the snowmobile clubs applications. The application for the Wild River Snowmobile was last approved May 19th, 2021.

Background: The Chisago County Board of Commissioners must act as the legal sponsor for each application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by independent snowmobile clubs. Chisago County has one (1) snowmobile organization1 requesting sponsorship: Wild River Snowmobile Club.

Attachment(s):

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

Action Requested/Recommended: The County Board is respectfully requested to approve the above-denoted resolution, approving the Maintenance and Grooming Applications for the Wild River Snowmobile Club. The following motion is suggested;

"Move to approve the Maintenance and Grooming Application for the Wild River Snowmobile Club."

Implications of Action: By approving the resolution the County will act as the legal sponsor for the application for funding from the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Wild River Snowmobile Club.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

BOARD AGENDA
June 15, 2022

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

RESOLUTION NO. 22/0615-X
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE RUSH CITY SNO-BUGS

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

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

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

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 11
Title of Item for Consideration: Public Hearing for Business Subsidy Policy Revisions	
Action Requested by: Nancy Hoffman, Director	***Department:*** Chisago County HRA-EDA

Previous Action on this Matter: Business Subsidy Policy was considered at a public hearing and approved on July 23, 2008 - Co.Bd.Policy Number #2008-3. The Board set the Public Hearing for June 15th at the May 4th, 2022 Meeting.

Background: According to Minnesota Statute 116J.993 local governments must have a Business Subsidy policy in place before subsidies can be provided to a business. On July 23, 2008, the County Board approved the Chisago County Business Subsidy Policy and Criteria.

Due to changes in Statute, the HRA-EDA are recommending revisions to the policy. Revision recommendations are highlighted on the attached Chisago County Business Subsidy Policy and Criteria. Per Statute a public hearing is required for approval.

***Attachment(s)*:**

- Chisago County Business Subsidy Policy and Criteria
- Minnesota Statutes 116J.993

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners call for a public hearing on June 18, 2022 to consider revisions to the Business Subsidy Policy and Criteria. The following motion is suggested:

"Move to hold a public hearing on June 18, 2022 to consider revisions to the Business Subsidy Policy and Criteria."

Implications of Action: By the Board approving the Public Hearing, the Board can modify the County policy to bring it up to date per MN Statute. Higher subsidy threshold requirement to hold a public hearing and for reporting to the state.

Budget/Financial Implications: None

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

Administrator's Recommendation

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

CHISAGO COUNTY
BUSINESS SUBSIDY POLICY
AND CRITERIA

1. PURPOSE AND AUTHORITY

1.01 The purpose of this policy is to establish a process for the application for and approval of business subsidies in Chisago County. These criteria shall apply to both the Chisago County Board of Commissioners and Chisago County Housing & Redevelopment Authority-Economic Development Authority (HRA-EDA) when considering applications for business subsidies, as defined in Minnesota Statutes §116J.993, Subdivision 3, for private development within the County. These criteria shall be used as a guide for processing and reviewing applications requesting business subsidies.

1.02 Chisago County is authorized to grant business subsidies pursuant to Minnesota Statutes §116J.993 through 116J.995. Amendments to these criteria are subject to public hearing requirements pursuant to Minnesota Statutes §116J.993 through 116J.995.

2. STATUTORY LIMITATIONS

2.01 All applications or requests for business subsidies must comply with all applicable state statutes.

2.02 The definitions and minimum criteria set forth in Minnesota Statutes §116J.993 through 116J.995 are hereby adopted and incorporated herein by reference.

2.03 The County's ability to grant business subsidies are ultimately governed by the limitations established in Minnesota Statutes §116J.993 through 116J.995.

3. APPLICATION REQUIREMENTS

3.01 Each request for a business subsidy shall be submitted in writing to Chisago County HRA-EDA on a form provided by the HRA-EDA.

4. PUBLIC POLICY REQUIREMENTS

4.01 Any application for a business subsidy must meet a public purpose which may include but may not be limited to increasing the tax base.

5. BUSINESS SUBSIDY CRITERIA

The following criteria will be considered by Chisago County when reviewing applications for business subsidies in accordance with Minnesota Statutes. However, it should not be presumed that a project meeting these criteria will automatically be approved. Meeting these criteria creates no contractual rights on the part of any applicant, business, proposed project or potential developer.

5.01 The ultimate benefit to the County must be at least equal to the costs of the business subsidy.

5.02 The business subsidy may only be provided within debt limit guidelines and other appropriate financial requirements and policies.

5.03 The project for which a business subsidy is sought must meet at least two of the following criteria:

a) Increase or preserve tax base;
b) Create or retain jobs (retention considered only when job loss is imminent and demonstrable);
c) Provide or help acquire, finance or construct public facilities;
d) Help develop or renew blighted areas;
e) Help provide access to services for residents of the County;
f) Retain the business if it is at risk of relocating outside of the County.

5.04 The applicant, proposed project or potential development must comply with any applicable Comprehensive Plan and Zoning Ordinances or required changes to the Plan and Ordinances must be under active consideration at the time of approval. The applicant shall demonstrate evidence of support from the local unit of government.

5.05 Prior to consideration of a business subsidy request, the County may require an independent underwriting of the proposed project or potential development.

5.06 Any applicant requesting a business subsidy may be required to demonstrate past successful general development capability as well as specific capability in the type and size of project or development being proposed.

5.07 The applicant must retain ownership of the project at least long enough to stabilize its occupancy, to establish the project management, and if applicable, to initiate repayment of the business subsidy.

5.08 A recipient of business subsidy shall continue operations at the site where the subsidy is used for at least five (5) years after the benefit begins.

5.09 The business subsidy funding will be set at the lowest level of funding and for the shortest period of time which is feasible to meet the objectives.

5.10 Retail, service, or recreation businesses will be considered for business subsidies only if the project meets at least two of the following:
a) Creates quality employment;
b) Creates tax base;
c) Provides a necessary service not already provided in the community;
d) Finances, constructs or provides public infrastructure; or,
e) Redevelops blighted areas.

5.11 The impact of the project on surrounding areas will be taken into consideration. Impacts include but not limited to: Pollution, traffic, sewer and water, parks, and need for additional government services such as law enforcement.

5.12 Equal consideration will be given to both the expansion or growth of existing business and new businesses proposing to relocate in the County.

5.13 To be considered as a redevelopment project at least ninety (90) percent of the business subsidy allowed by the County must be expended by the applicant to eliminate blight conditions which justify creation of a redevelopment district.

6. APPLICATIONS WILL RECEIVE PRIORITY FOR:

6.01 Developments that create quality employment. The minimum wage threshold shall be ~~$12.00 per hour~~ 125% of the federal poverty level of a family of four plus benefits for new jobs created.

6.02 Projects which include manufacturing, distribution, or technology-based firms or businesses which employ a majority of professional or skilled labor.

6.03 Business at risk of locating out of state or the County.

6.04 Projects constructed of block, engineered concrete, brick or engineered steel buildings (not pole) which contain decorative accessory materials (brick).

7. REVIEW AND APPROVAL

7.01 The HRA-EDA Board shall review each application. When applicable the HRA-EDA will make a recommendation to the County Board as to the granting of a business subsidy.

7.02 Business Subsidy Public Hearings:
a) For County Board programs, the County Board will make the final decision on granting the business subsidy. County Board will provide adequate notice of and hold a public hearing on any matter relating to granting a business subsidy of more than ~~$25,000~~ $150,000.
b) For HRA-EDA programs, the HRA-EDA will make the final decision on granting the business subsidy. The HRA-EDA will provide adequate notice of and hold a public hearing on any matter relating to granting a business subsidy of more than ~~$25,000~~ $150,000.

7.03 ~~The preferred term of business subsidy is five years or less. The County Board may approve longer or shorter terms at its discretion.~~

7.04 The County may limit the amount of the business subsidy:
a) To a specific dollar amount per year or in total;
b) To the increase in property taxes resulting from improvement of the property;
c) To the increases in property taxes resulting from increases in the market value or tax capacity of the property;
d) In any other manner the county determines are appropriate;
e) The County may not abate tax attributable to the value of the land or the area wide tax under Minnesota Statutes §276A or 473F.

Revised/Approved by County Board: _____
Revised/Approved by County Board: July 23, 2008
Co. Bd. Policy Number #2008-3

Revised: July 19, 2000
Adopted: October 25, 1999

Revised/Approved by HRA-EDA: February 22, 2022

116J.993 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 116J.993 to 116J.995, the terms defined in this section have the meanings given them.

Subd. 2. **Benefit date.** "Benefit date" means the date that the recipient receives the business subsidy. If the business subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date begins when the recipient puts the equipment into service. If the business subsidy is for improvements to property, then the benefit date refers to the earliest date of either:

(1) when the improvements are finished for the entire project; or

(2) when a business occupies the property. If a business occupies the property and the subsidy grantor expects that other businesses will also occupy the same property, the grantor may assign a separate benefit date for each business when it first occupies the property.

Subd. 3. **Business subsidy.** "Business subsidy" or "subsidy" means a state or local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.

The following forms of financial assistance are not a business subsidy:

(1) a business subsidy of less than $150,000;

(2) assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;

(3) public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;

(4) redevelopment property polluted by contaminants as defined in section 116J.552, subdivision 3;

(5) assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;

(6) assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;

(7) assistance for housing;

(8) assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under section 469.174, subdivision 23;

(9) assistance for energy conservation;

(10) tax reductions resulting from conformity with federal tax law;

(11) workers' compensation and unemployment insurance;

(12) benefits derived from regulation;

(13) indirect benefits derived from assistance to educational institutions;

(14) funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;

(15) assistance for a collaboration between a Minnesota higher education institution and a business;

(16) assistance for a tax increment financing soils condition district as defined under section 469.174, subdivision 19;

(17) redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;

(18) general changes in tax increment financing law and other general tax law changes of a principally technical nature;

(19) federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;

(20) funds from dock and wharf bonds issued by a seaway port authority;

(21) business loans and loan guarantees of $150,000 or less;

(22) federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and

(23) property tax abatements granted under section 469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.

Subd. 4. **Grantor.** "Grantor" means any state or local government agency with the authority to grant a business subsidy.

Subd. 5. **Local government agency.** "Local government agency" includes a statutory or home rule charter city, housing and redevelopment authority, town, county, port authority, economic development authority, community development agency, nonprofit entity created by a local government agency, or any other entity created by or authorized by a local government with authority to provide business subsidies.

Subd. 6. **Recipient.** "Recipient" means any for-profit or nonprofit business entity that receives a business subsidy. Only nonprofit entities with at least 100 full-time equivalent positions and with a ratio of highest to lowest paid employee, that exceeds ten to one, determined on the basis of full-time equivalent positions, are included in this definition.

Subd. 6a. **Residence.** "Residence" means the place where an individual has established a permanent home from which the individual has no present intention of moving.

Subd. 7. **State government agency.** "State government agency" means any state agency that has the authority to award business subsidies.

History: *1999 c 243 art 12 s 1; 2000 c 482 s 1; 2004 c 206 s 52; 1Sp2005 c 3 art 7 s 1; 2006 c 259 art 4 s 1; 2008 c 366 art 5 s 2*

116J.993 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 116J.993 to 116J.995, the terms defined in this section have the meanings given them.

Subd. 2. **Benefit date.** "Benefit date" means the date that the recipient receives the business subsidy. If the business subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date begins when the recipient puts the equipment into service. If the business subsidy is for improvements to property, then the benefit date refers to the earliest date of either:

(1) when the improvements are finished for the entire project; or

(2) when a business occupies the property. If a business occupies the property and the subsidy grantor expects that other businesses will also occupy the same property, the grantor may assign a separate benefit date for each business when it first occupies the property.

Subd. 3. **Business subsidy.** "Business subsidy" or "subsidy" means a state or local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.

The following forms of financial assistance are not a business subsidy:

(1) a business subsidy of less than $150,000;

(2) assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;

(3) public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;

(4) redevelopment property polluted by contaminants as defined in section 116J.552, subdivision 3;

(5) assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;

(6) assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;

(7) assistance for housing;

(8) assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under section 469.174, subdivision 23;

(9) assistance for energy conservation;

(10) tax reductions resulting from conformity with federal tax law;

(11) workers' compensation and unemployment insurance;

(12) benefits derived from regulation;

(13) indirect benefits derived from assistance to educational institutions;

(14) funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;

(15) assistance for a collaboration between a Minnesota higher education institution and a business;

(16) assistance for a tax increment financing soils condition district as defined under section 469.174, subdivision 19;

(17) redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;

(18) general changes in tax increment financing law and other general tax law changes of a principally technical nature;

(19) federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;

(20) funds from dock and wharf bonds issued by a seaway port authority;

(21) business loans and loan guarantees of $150,000 or less;

(22) federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and

(23) property tax abatements granted under section 469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.

Subd. 4. **Grantor.** "Grantor" means any state or local government agency with the authority to grant a business subsidy.

Subd. 5. **Local government agency.** "Local government agency" includes a statutory or home rule charter city, housing and redevelopment authority, town, county, port authority, economic development authority, community development agency, nonprofit entity created by a local government agency, or any other entity created by or authorized by a local government with authority to provide business subsidies.

Subd. 6. **Recipient.** "Recipient" means any for-profit or nonprofit business entity that receives a business subsidy. Only nonprofit entities with at least 100 full-time equivalent positions and with a ratio of highest to lowest paid employee, that exceeds ten to one, determined on the basis of full-time equivalent positions, are included in this definition.

Subd. 6a. **Residence.** "Residence" means the place where an individual has established a permanent home from which the individual has no present intention of moving.

Subd. 7. **State government agency.** "State government agency" means any state agency that has the authority to award business subsidies.

History: *1999 c 243 art 12 s 1; 2000 c 482 s 1; 2004 c 206 s 52; 1Sp2005 c 3 art 7 s 1; 2006 c 259 art 4 s 1; 2008 c 366 art 5 s 2*

TAB #12

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

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: June 8, 2022
Re: **June 15, 2022 Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your June 15, 2022, Board meeting.

Action Items:

1. Receive Directors Report
2. Dale Evangelical Free Church Conditional Use Permit
3. James Birkholz & Judith Erickson Conditional Use Permit Amendment – Pleasant Valley Orchard
4. Jim Goodpaster & Sherry Timmermann-Goodpaster / Jim & Sher Investments LLC Conditional Use Permit - Rural Retail Tourism District / Winery & Venue
5. Zoning Ordinance Amendment – Functions of the Planning Commission

Informational Item(s):

Board of Adjustment and Appeals:
The next regularly scheduled Board of Adjustment meeting is scheduled for June 30, 2022 at 7:00 pm. at the Government Center. The Board will also meet on June 29th, at 8:15 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Item(s) for consideration include:

1. Gary Decker and Jill Nelson-Decker are requesting a Variance to build a house and garage closer to the road than the required setback. This is located in Fish Lake Township, S10, T36, R22 at 46390 Beach Road (PID# 03.01178.00).

2. Darin and Linda Nelson are requesting a Variance to build a detached garage closer to the Right-of-Way than the required setback. This is located in Nessel Township, S16, T37, R22 at 51235 Amber Avenue (PID# 06.01274.00).

3. Teresa and Scott Simmons are requesting a Variance to build a detached garage closer to the road than the required setback. This is located in Chisago Lake Township, S22, T34, R20 at 32770 N Center Court (PID# 02.01084.00).

4. Judith James is requesting a Variance to build a breezeway between house and detached garage closer to the road than the required setback. This is located in Shafer Township, S11, T34, R19 at 20433 345th Street, Shafer Township, S11, T34, R19 (PID# 08.00122.00).

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, July 7, 2022, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on July 5th at 9:00 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Items for consideration include:

1. Jessica Siverson is seeking reapproval of the Preliminary Plat of two lots from a 19.85-acre tract owned by Darrick and Chantel Kvale. The property is located at 13995 270th Street in Chisago Lake Township, S22, T33, R20 (PID #02.00226.00).

2. Graham and Jeri Webster are seeking approval of a Preliminary Plat of one 15.89 acre lot located at 34745 Wild Mountain Road in Shafer Township, S12, T34, R19 (PID #08.00131.10 and PID #08.00131.20).

3. Maureen and Stephen Schroeder are requesting an Interim Use Permit for a septic system in an existing accessory structure located at 18060 360th Street in Amador Township, S32, T35, R19 (PID #01.00181.20).

4. Kenneth Rice is requesting approval of the Preliminary Plat of four 5 to 7 acre lots from a 58.21-acre tract. The is located south of 320th Street and west of Lofton Ave/CSAH 24 in Chisago Lake Township, S30, T34, R20 (PID #02.00823.00).

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru June 8th has reached 51% of projected annual budget at $424,908. Construction permit activity has increased markedly in May and the month-end report has not been completed but will be provided as available.

The Planning Commission acknowledged the prevalence of "Shipping Container" storage and placement in the county as highlighted last month and is engaging in research on their use and rules/regulations in other jurisdictions. Members of the Commission have volunteered to gather and study information for further review. There is no timeline for consideration at this time and staff will continue with current shipping container enforcement cases accordingly.

Department staffing is once again in transition with unplanned extended absence of key planning/zoning staff and the impending July 1st retirement of the County Sanitarian. Sanitarian Kellie Strobel has been a tremendous asset and employee of the county for many years and will be missed!

Chisago County Request For Board Action

Meeting Date: June 15, 2022	***Item Number:*** 13
Title of Item for Consideration: Dale Evangelical Free Church Conditional Use Permit	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Chris Zuspann and Link Wilson on behalf of Dale Evangelical Free Church (DEFC), property owner, have applied for a Conditional Use Permit for a Church at 45268 Brunswick Road / CR 63, Fish Lake Township, Parcel # 03.00223.00. The purpose of the CUP is to formally recognize and bring the existing church into compliance with the Chisago County Zoning Ordinance and allow a future gymnasium and warming kitchen to the church facility.

At their meeting of June 2, 2022, the Planning Commission conducted the requisite public hearing and unanimously (7-0) adopted Resolution PC2022-0602 recommending approval of the request. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 60-day agency action deadline is July 1, 2022. Among the options for the County Board at tonight's meeting are the following:

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

  Sufficient time exists for the County Board to extend the initial 60-day period via written notification, if such a decision is formally taken at tonight's Meeting. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."
- The County Board may Deny the CUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

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

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Dale Evangelical Free Church (DEFC), Conditional Use Permit. The following is the suggested language for the motion:

"Move to Approve Resolution No. 22/0615____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving a Conditional Use Permit for a Church and Future Gymnasium and Warming Kitchen Expansion at 45268 Brunswick Road / CR 63, Fish Lake Township, Parcel # 03.00223.00)."

Implications of Action – Recommended Board action grants the requested Conditional Use Permit and brings the existing church into conformity with the zoning ordinance.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0615-____

A RESOLUTION OF THE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT ALLOWING A CHURCH ON PROPERTY LOCATED AT 45268 BRUNSWICK ROAD / CR 63 IN FISH LAKE TOWNSHIP

WHEREAS, Dale Evangelical Free Church, property owner, and Chris Zuspann and Link Wilson, applicants, submitted an application dated received April 27, 2022 and considered complete on May 2, 2022 for a Conditional Use Permit allowing a Church on property located at 45268 Brunswick Road / County Road 63 in Fish Lake Township; and

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

WHEREAS, the subject site is 2.30± acres in size and legally described as:

PID 03.00223.00

That part of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section Seventeen (17), Township Thirty-six (36), Range Twenty-two (22), Chisago County, Minnesota, described as follows: Commencing at the Southeast corner of the said SE1/4 of SW1/4 of said Section 17, Township 36, Range 22 and running thence North on the East line of said forty a distance of 800 feet; thence running North 58°30' West 79 feet to a point which is the point of beginning; thence running South 16°25' West 165 feet; thence North 79°00' West 281 feet; thence North 72°30' West 174 feet; thence North 30°30' East 298 feet; thence South 58°30' East 393 feet to the point of beginning.

Subject to a permanent easement for highway purposes over, under and across Parcel 33 of Chisago County Highway Right-of-Way Plat No. 44, Chisago County, Minnesota.

WHEREAS, notice was provided and on June 2, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Environmental Services Director, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP with conditions per Resolution No. PC2022-0602; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its June 15, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04 C:

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

Finding #1 *The subject site was established as a First Baptist Church in approximately 1873 and has been used as a church ever since. The Chisago County Comprehensive Plan is silent in terms of Churches and related facilities; however, the Comprehensive Plan does recognize and encourage historic preservation. Comprehensive Plan page 3-19 identifies a goal of striving to maintain its rural*

character and historic resources allowing for logical growth and development by encouraging the protection of valuable cultural and historical sites to preserve the County's sense of history. The County find that the proposed CUP will help preserve the subject site as a cultural and historic site.

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

Finding #2 *Being that the proposed use is a church and the church – in its current capacity of Dale Evangelical Free Church – has been in operation since 1995, the County finds that the use will not create any additional demand on existing parks, schools, streets or other public facilities.*

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

Finding #3 *The proposed use is surrounded by mature trees and vegetation on the westerly, southerly and easterly property boundaries. The closest residential structure is approximately 540 feet from the subject property. Therefore, the County finds that the proposed use is sufficiently screened from adjacent development by vegetation and distance.*

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

Finding #4 *The proposed use is in fact an existing use. The County finds that the existing church and related facilities have a pleasing appearance which have no adverse effect upon adjacent properties. Further, as an existing use with no registered complaints about appearance, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties upon approval of the Conditional Use Permit.*

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

Finding #5 *The subject site is zoned Agricultural (AG) District and is currently developed with a church and related church facilities. Churches are a Conditional Use in the AG District. The County finds that the proposed church and related church facilities are compatible with the existing land use.*

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

Finding #6 *The Zoning Ordinance defines "Church" and allows the use as a Conditional Use in at least five of the County's zoning districts, including the Agricultural (AG) District. The County finds that the proposed Church meets the intent of the defined land use and the intent of the AG District.*

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

Finding #7 *Dale Evangelical Free church has been operating at the subject site since 1995. There is no record of the use creating traffic hazards or congestion on Brunswick Road / CR 63 or surrounding roadways. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion.*

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

Finding #8 *The County finds that the proposed Church will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on existing vegetation, distance and current appearance. The County further finds that the proposed Church will create minimal noise, with said noise being common for agricultural and residential areas.*

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

1. The Church shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the written narrative and site plan dated received April 27, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Hours of operation shall be 7:00 am – 10:00 pm seven days a week.
3. Allowable church related uses and facilities include: Sunday service, prayer nights, AWANA club, men's and women's bible studies, senior's fellowship, Christian education classes, counseling, food distribution, vacation bible school, a nursery, wedding and baby showers, weddings, funerals, and other church-related and/or sponsored functions.
4. Any change involving enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment. The County acknowledges that the applicant is proposing an expansion to add a gymnasium and warming kitchen to the church facility and this expansion shall be allowed under this Conditional Use Permit approval, with the understanding that the addition will not create any additional parishioner capacity and that it shall comply with all other zoning and building regulations unless a Variance is otherwise granted.
5. Any noise and/or vibration generated from the use shall comply with Minnesota Pollution Control Agency standards.
6. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional 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.

7. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

Whereupon the proclamation was declared duly **passed** and **adopted**.

Approved: June 15, 2022

_____
Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Christina Vollrath
Clerk of the Board

Conditional Use Permit

Compliance with Zoning Ordinance

Dale Evangelical Free Church
(Chris Zuspann and Link Wilson)

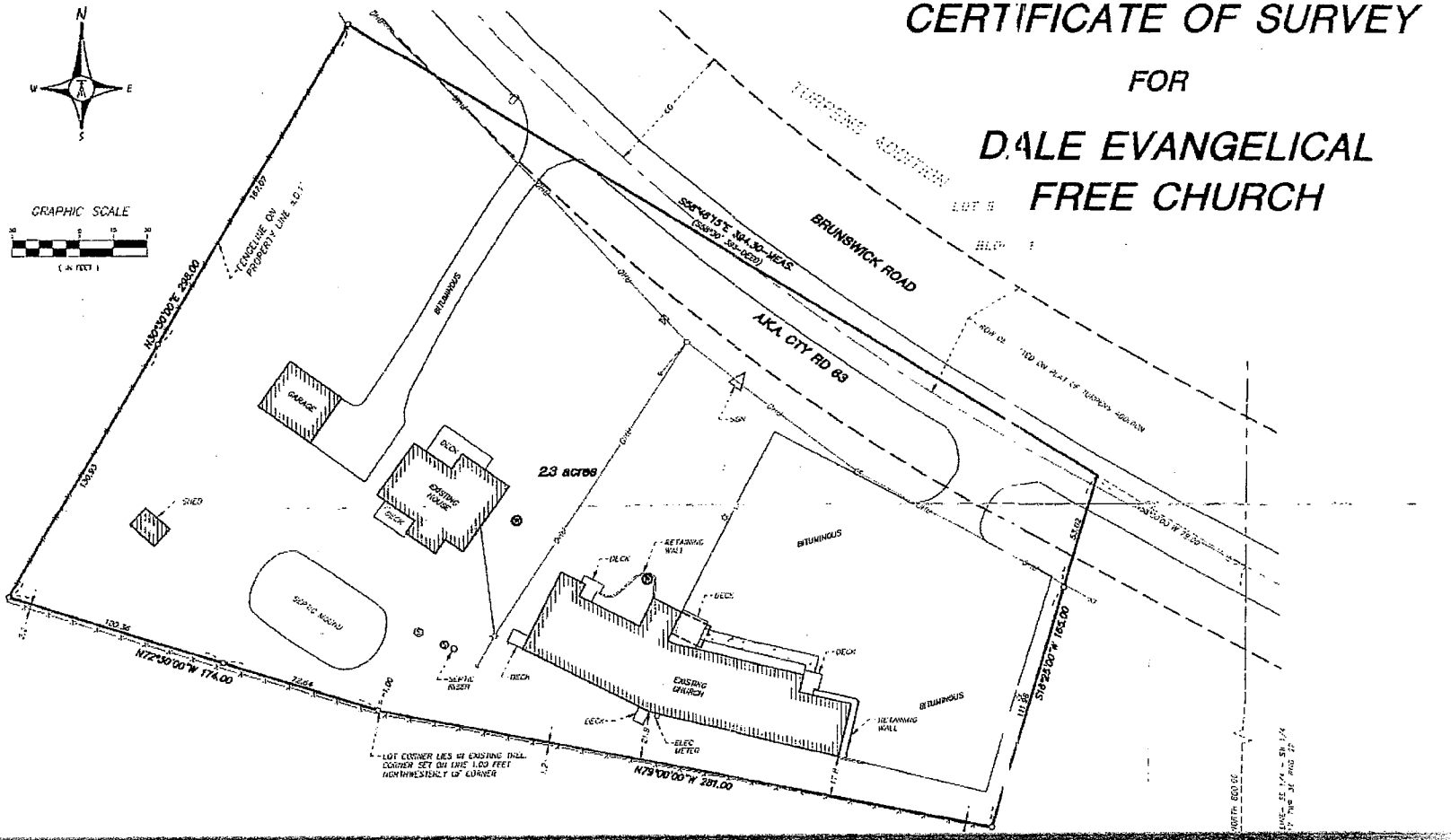
PID 03.00223.00

45268 Brunswick Road

Fish Lake Township



Photo from Dale Evangelical Free Church Website



Subject Site And Surrounding Area

Background:

- Site has been used for church purposes since 1870s (initially by First Baptist Church).
- Dale Evangelical Free Church (DEFC) established in 1980
- DEFC purchased existing church structure and relocated to current location in 1995
- Since 1995 – several additions to the structure and demolition of older structures
  - Two – variance setbacks have been granted
  - Conditional Use Permit should have been required in 1995

Proposed Conditional Use Permit:

- Bring into compliance with Zoning Ordinance to allow future gymnasium and warming kitchen

Site Plan

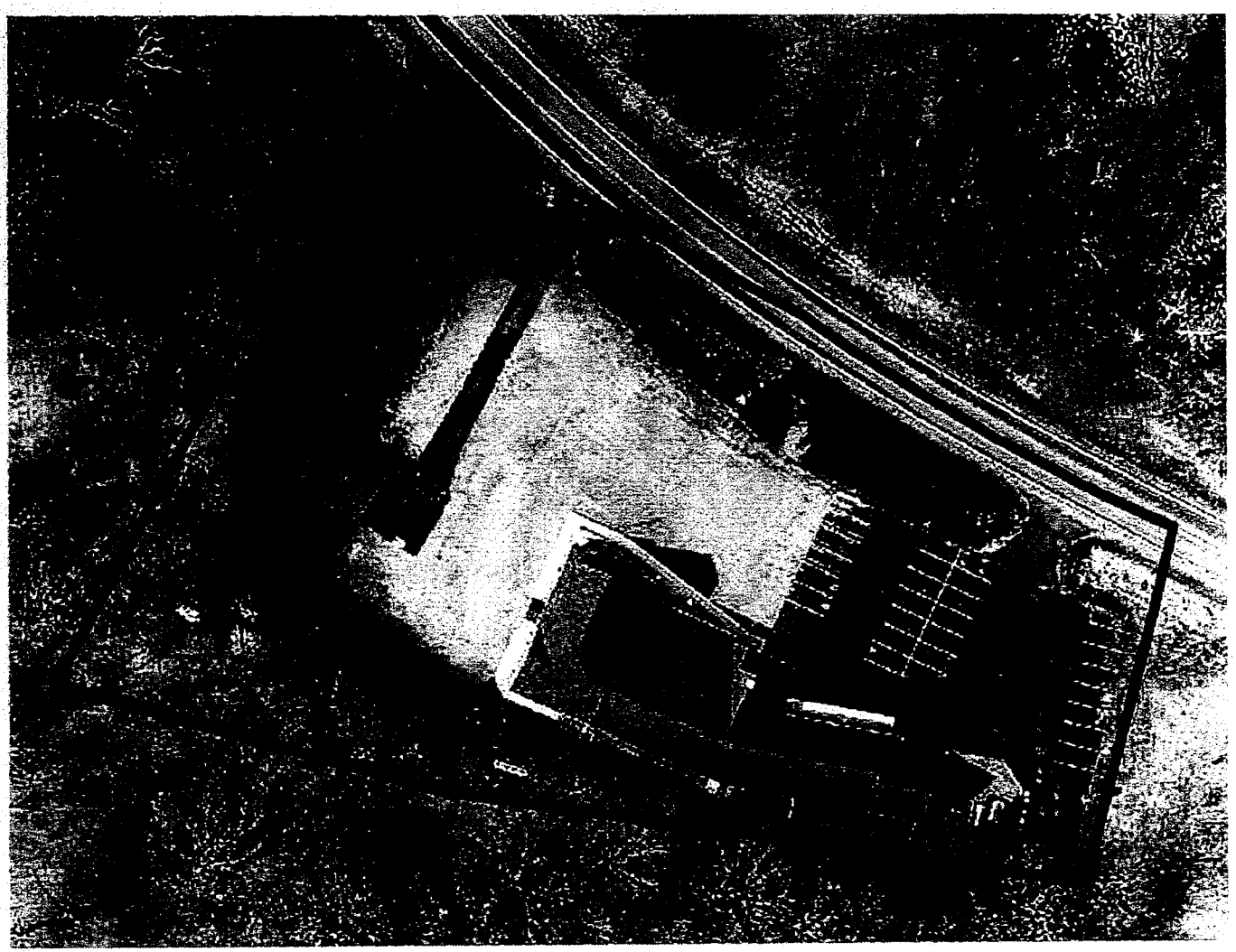
tivities: Sunday service, prayer nights, AWANA, ub, men's and women's bible studies, senior's llowship, Christian education classes, unseling, food distribution, vacation bible school, edding and baby showers, weddings, and nerals.

ents:
nday
00 am – 10:00 am – Sunday school
25 am – 12:00 pm – Sunday service
45 pm – 7:00 pm – prayer time
00 pm – 8:30 pm – men's group
nday: Closed
sday: 9:00 am – 11:00 am – women's bible study
nesday
00 am – 5:00 pm – church secretary duties
00 am – 12:00 pm – senior's group (1st & 3rd week of month)
30 pm – 8:00 pm – AWANA children's program
rsday: 10:00 am – 12:00 pm – children's teaching
day: Second week of the month – movie night

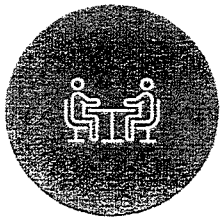
ng: 73 parking stalls; however, site can accommodate more parking when needed for larger nts.

mbers: 58 members with 60-70 regular attendees.

se: Generated from the church use is minimal, but cludes noise related to vehicle traffic, ebage collection and outdoor youth game time.

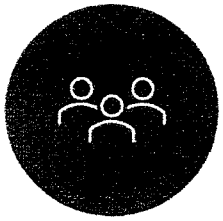


Review Process



TECHNICAL REVIEW PANEL
MAY 11, 2022

COMMENTS / IDENTIFIED CONCERNS:
- CONSISTENT WITH INTENT OF ZONING ORDINANCE



FISH LAKE TOWN BOARD REVIEW
MAY 9, 2022

RECOMMENDED APPROVAL WITH NO CONDITIONS



60-DAY
REVIEW PERIOD

EXPIRES JULY 1, 2022

Proposed Findings

L - 8

'er Zoning Ordinance
ection 8.04 C.

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

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

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

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

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

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

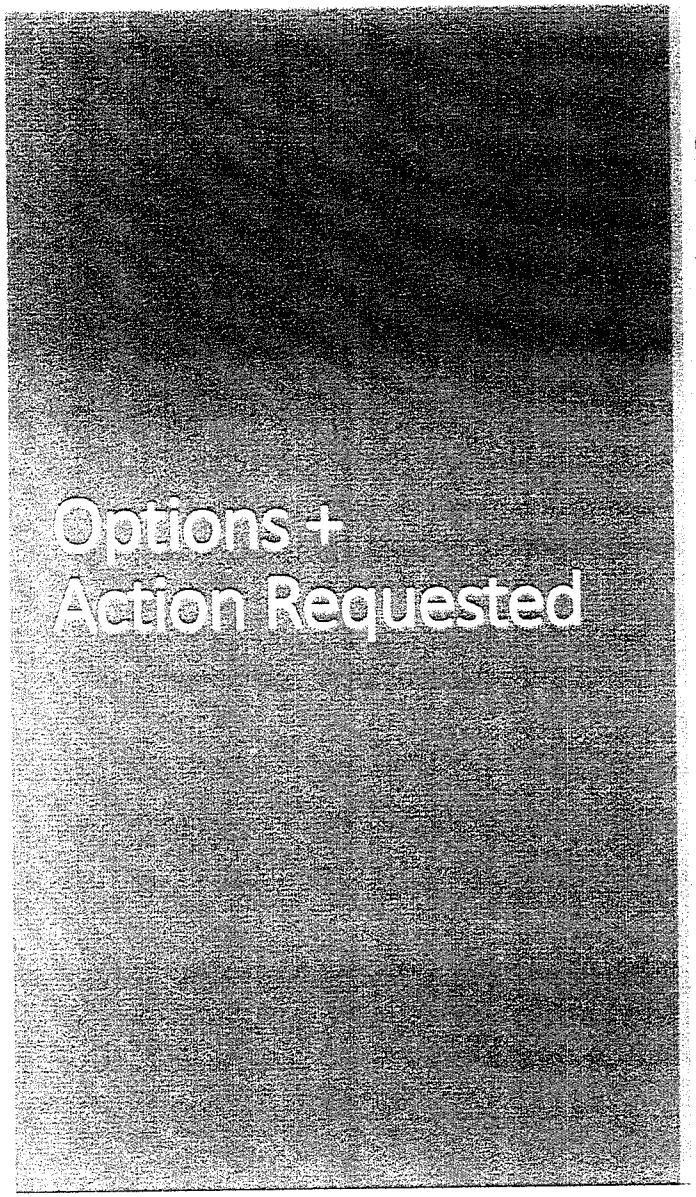
Finding #7
The proposed use will not cause traffic hazard or congestion; and

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

Recommended Condition(s):

1. The Church shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the written narrative and site plan dated received April 27, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Hours of operation shall be 7:00 am – 10:00 pm seven days a week.
3. Allowable church related uses and facilities include: Sunday service, prayer nights, AWANA club, men's and women's bible studies, senior's fellowship, Christian education classes, counseling, food distribution, vacation bible school, a nursery, wedding and baby showers, weddings, funerals, and other church-related and/or sponsored functions.
4. Any change involving enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment. **The County acknowledges that the applicant is proposing an expansion to add a gymnasium and warming kitchen to the church facility and this expansion shall be allowed under this Conditional Use Permit approval, with the understanding that the addition will not create any additional parishioner capacity** and that it shall comply with all other zoning and building regulations unless a Variance is otherwise granted.
5. Any noise and/or vibration generated from the use shall comply with Minnesota Pollution Control Agency standards.
6. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional 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.
7. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

Pending any new or unknown evidence of compliance discovered after the completion of this report, or during the course of the public hearing, Staff recommends approval of the CUP with conditions



OPTIONS:

1. Recommend that the County Board **approve** the Conditional Use Permit with findings of fact and conditions presented or amended.

1. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

1. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 1, 2022.

ACTION REQUESTED:
Motion to adopt Resolution No. PC2022-0602, a resolution recommending approval of a Conditional Use Permit allowing a Church on property located at 45268 Brunswick Road / CR 63 in Fish Lake Township, with conditions as presented or amended.

Staff Report

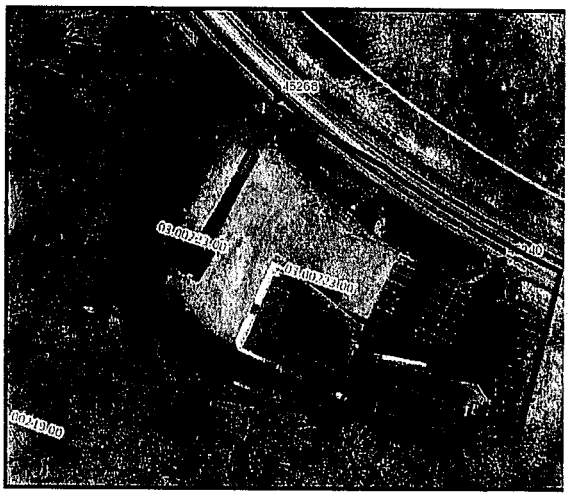
TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Conditional Use Permit for Church
45268 Brunswick Road, Fish Lake Township
DATE: June 2, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) allowing a Church in the Agricultural (AG) District. The church, known as Dale Evangelical Free Church, is an existing use but without a Conditional Use Permit is considered an illegal non-conforming use. The proposed CUP, if approved, will bring the use into compliance with the Zoning Ordinance.

SITE & APPLICATION INFORMATION

Applicant(s):	Chris Zuspann and Link Wilson
Property Owner(s):	Dale Evangelical Free Church
Location:	45268 Brunswick Road Fish Lake Township Section 17, Township 36, Range 22
PID:	03.00223.00
Property Area:	2.30 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	City of Chisago City / Agricultural (AG) District
South:	Agricultural (AG) District
West:	Agricultural (AG) District
East:	Agricultural (AG) District
Date Application Complete:	May 2, 2022
60-Day Review Period:	July 1, 2022



BACKGROUND & PROPOSAL ANALYSIS

Dale Evangelical Free Church (DEFC), property owner, and Chris Zuspann and Link Wilson, applicants, have applied for a Conditional Use Permit for a Church at 45268 Brunswick Road / CR 63 in order to bring an illegal non-conforming use into compliance with the Chisago County Zoning Ordinance. While the subject site has been used for church purposes since the 1870s (initially by First Baptist Church), DEFC was established in 1980 and began holding services in the former First Baptist Church in December 1980. DEFC purchased an existing church structure from the Bock, MN area and relocated it to the Brunswick Road / CR 63 site in October 1995. Since 1995 there have been several additions to the "new" structure, demolition of older structures, and two setback Variances granted. It's staff's opinion that a Conditional Use Permit should have been required in 1995 prior to the current church facility being relocated to the site.

The applicants' written narrative and site plan (attached) offer the following information about the church:

- The church building is used for many activities, including: Sunday service, prayer nights, AWANA club, men's and women's bible studies, senior's fellowship, Christian education classes, counseling, food distribution, vacation bible school, wedding and baby showers, weddings, and funerals.
- Events are scheduled as follows:

Sunday	9:00 am – 10:00 am – Sunday school
	10:25 am – 12:00 pm – Sunday service
	5:45 pm – 7:00 pm – prayer time
	7:00 pm – 8:30 pm – men's group
Monday	Closed
Tuesday	9:00 am – 11:00 am – women's bible study
Wednesday	8:00 am – 5:00 pm – church secretary duties
	10:00 am – 12:00 pm – senior's group (first and third week of the month)
	6:30 pm – 8:00 pm – AWANA children's program
Thursday	10:00 am – 12:00 pm – children's teaching
Friday	Second week of the month – movie night

- The written narrative and site plan show 73 parking stalls; however, the written narrative adds that the site can accommodate more parking on site when needed for larger events.
- The church currently has 58 members with 60-70 regular attendees.
- Noise generated from the church use is minimal, but includes noise related to vehicle traffic, garbage collection and outdoor youth game time.

As stated on the application, DEFC is applying for the CUP in preparation for future upgrades and remodeling. Zuspann has indicated that DEFC is proposing an addition within the next 2-3 years which will likely include a gym and warming kitchen added to the west end of the existing structure. This addition is not proposed to create space for new parishioners; it will simply add to the amenities available to existing parishioners. Given that CUP Amendments are typically required whenever an approved Conditional Use is modified or expanded, staff is suggesting that the proposed expansion be approved as part of this CUP approval, with the understanding that it will not create any additional parishioner seating / capacity and that it will comply with all other zoning regulations. Given that the existing structure is encroaching on the rear yard setback, it is assumed that any expansion may require approval of a Variance or significant modification to comply with setbacks at time of construction.

As part of the review process, the Technical Review Committee met with Mr. Zuspann on May 11th. The County Sanitarian commented that the existing septic system was installed in 1993 and recommended that it be tested. There were no other concerns identified.

SITE ANALYSIS

The subject site is located on Brunswick Road / CR 63 approximately 1/3 mile southeasterly of the intersection of Brunswick Road / CR 63 and Acacia Trail / CSAH 4 and approximately 2.8 miles northwesterly of the intersection of Brunswick Road / CR 63 and Cedarcrest Trail / CSAH 8. More specifically, the site is located east of 454th Boulevard and west of Alpine Avenue. The subject site is largely surrounded by large tracts of land used for agricultural purposes and agricultural homesteads. A 5-lot subdivision, known as Turpens Addition, is located directly north of the subject site. Lots within

Turpens Addition range in size from 2.86 acres to 9.6 acres. Brunswick Road / CR 63 is a well-maintained paved county road. All surrounding properties are zoned Agricultural (AG) District.

The DEFC property is relatively level with elevations ranging from 977' along the northerly property boundary (ditch adjacent to roadway) to 985' southwesterly of the church. There are mature trees and a thick vegetative cover surrounding the property along the westerly, southerly and easterly property boundaries. The site was reportedly developed by First Baptist Church in 1873 and has been used for church purposes ever since. The site currently includes a church facility and detached two-stall garage. The site at one time included a single family dwelling for the pastor, but the dwelling was demolished during DEFC's most recent building project.

The subject site is 2.3 acres in size, whereas the minimum lot size in the AG District is 5 acres. Being less than 5 acres means that the property itself is considered non-conforming and, because the parcel was created before the County adopted zoning and subdivision regulations, it's considered legal non-conforming. Based on past staff reports and meeting minutes, staff speculated that the subject site was located in a historic settlement known as "Dale", similar to Stark, Palmdale, Rush Point and Almelund.

As mentioned above, staff believes that a CUP should have been required in 1995 when a new church facility was moved onto the site. Since 1995 there have been several building permits issued and two Variances granted, only exacerbating the non-conforming status. At this time DEFC is again proposing to expand the facility which will likely only be possible with approval of a setback Variance or significant modification. Staff has recommended that the DEFC apply for and obtain a CUP to bring the use into compliance with the Zoning Ordinance before requesting any future Variances.

FINDINGS OF FACT

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

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

Finding #1 *The subject site was established as a First Baptist Church in approximately 1873 and has been used as a church ever since. The Chisago County Comprehensive Plan is silent in terms of Churches and related facilities; however, the Comprehensive Plan does recognize and encourage historic preservation. Comprehensive Plan page 3-19 identifies a goal of striving to maintain its rural character and historic resources allowing for logical growth and development by encouraging the protection of valuable cultural and historical sites to preserve the County's sense of history. The County find that the proposed CUP will help preserve the subject site as a cultural and historic site.*

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

Finding #2 *Being that the proposed use is a church and the church – in its current capacity of Dale Evangelical Free Church – has been in operation since 1995, the County finds that the use will not create any additional demand on existing parks, schools, streets or other public facilities.*

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

Finding #3 *The proposed use is surrounded by mature trees and vegetation on the westerly, southerly and easterly property boundaries. The closest residential structure is approximately 540 feet from the subject property. Therefore, the County finds that the proposed use is sufficiently screened from adjacent development by vegetation and distance.*

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

Finding #4 *The proposed use is in fact an existing use. The County finds that the existing church and related facilities have a pleasing appearance which have no adverse effect upon adjacent properties. Further, as an existing use with no registered complaints about appearance, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties upon approval of the Conditional Use Permit.*

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

Finding #5 *The subject site is zoned Agricultural (AG) District and is currently developed with a church and related church facilities. Churches are a Conditional Use in the AG District. The County finds that the proposed church and related church facilities are compatible with the existing land use.*

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

Finding #6 *The Zoning Ordinance defines "Church" and allows the use as a Conditional Use in at least five of the County's zoning districts, including the Agricultural (AG) District. The County finds that the proposed Church meets the intent of the defined land use and the intent of the AG District.*

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

Finding #7 *Dale Evangelical Free church has been operating at the subject site since 1995. There is no record of the use creating traffic hazards or congestion on Brunswick Road / CR 63 or surrounding roadways. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion.*

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

Finding #8 *The County finds that the proposed Church will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on existing vegetation, distance and current appearance. The County further finds that the proposed Church will create minimal noise, with said noise being common for agricultural and residential areas.*

TOWNSHIP RECOMMENDATION

The Fish Lake Town Board reviewed the proposed CUP at its May 9th meeting. The County did not receive the township form prior to preparation of the staff report; however, the Town Clerk reported via email that the Town Board recommended approval of the CUP for Church with no conditions.

STAFF RECOMMENDATION

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

Recommended Condition(s):

1. The Church shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the written narrative and site plan dated received April 27, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Hours of operation shall be 7:00 am – 10:00 pm seven days a week.
3. Allowable church related uses and facilities include: Sunday service, prayer nights, AWANA club, men's and women's bible studies, senior's fellowship, Christian education classes, counseling, food distribution, vacation bible school, a nursery, wedding and baby showers, weddings, funerals, and other church-related and/or sponsored functions.
4. Any change involving enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment. The County acknowledges that the applicant is proposing an expansion to add a gymnasium and warming kitchen to the church facility and this expansion shall be allowed under this Conditional Use Permit approval, with the understanding that the addition will not create any additional parishioner capacity and that it shall comply with all other zoning and building regulations unless a Variance is otherwise granted.
5. Any noise and/or vibration generated from the use shall comply with Minnesota Pollution Control Agency standards.
6. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional 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.
7. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with findings of fact and conditions presented or amended.

2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 1, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0602, a resolution recommending approval of a Conditional Use Permit allowing a Church on property located at 45268 Brunswick Road / CR 63 in Fish Lake Township, with conditions as presented or amended.

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

ATTACHMENTS

1. Application materials:
   a. Application
   b. Written narrative
   c. Site plans
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2022-0602

CC: Chris Zuspann, applicant
Link Wilson, applicant
County file

Permit # 22-549

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee $46 —
Base Fee $525 —
Wetland or Septic Fee ____
Plat Compliance Fee ____
TOTAL FEE $571 —

Street Location 45268 Brunswick Road, Harris MN 55032 **Tax Parcel #** 030022300

Legal Description See attached survey component

Property Owner Dale Evangelical Free Church **Day Phone** [redacted]

Mailing Address 45268 Brunswick Road, Harris MN 55032

Email Address [redacted]

Applicant (if different than owner) Chris Zuspann-Facilities Mgr **Day Phone** [redacted]

Mailing Address Architect: Link Wilson [redacted]

Email Address ____

Type of Request:

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

Applicable section of ordinance: ____

Description of request: Existing established non conforming use church in Agricultural Zoning, applying for CUP in order to legally comply with zoning and thus to apply for future upgrade and remodel plans

If Variance application, provide a brief description of practical difficulty: ____

It is assumed when church was built that the agricultural zoning was not in place

Signature of Applicant — Date of Application

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

4/27/2022

Date Received at Front Counter

7-1-22

60 – Day Review

Date of Public Hearing: JUNE 2, 2022

5-2-22

DATE COMPLETE

TOWNSHIP PRESENTATION FORM

Street Location 45268 Brunswick Road, Harris MN 55032

Legal Description See attached survey component

Owner Name Dale Evangelical Free Church **Day Phone:** [redacted]

Address: 45268 Brunswick Road, Harris MN 55032

Applicant : Chris Zuspann-Facilities Mgr **Day Phone:** [redacted]
(if other than owner) Architect: Link Wilson [redacted]

Address: 45268 Brunswick Road, Harris MN 55032

Type of Request:

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

Description of Request: Existing established non conforming use church in Agricultural Zoning, applying for CUP in order to legally comply with zoning and thus to apply for future upgrade and remodel plans

Date of County Public Hearing: JUNE 2, 2022

Date of Township Presentation: MAY 9, 2022

TOWNSHIP ACTION TAKEN

Recommend Approval ☐ **Recommend Denial** ☐

Recommended Conditions:

Signature of Township Officers:

Signature of Applicant

4/27/2022
Date

History

Prior to Dale Evangelical Free Church, this site was occupied Since 1873 by the 1st Baptist church, which from my understanding had a building that was located to the east of the existing structure. In the year 1889 the church had 154 members and the services were conducted in the Swedish language. This church closed in 1979. The old Baptist church building was burned down and demolished in 1997.

Dale Evangelical Free church was established in 1980 and held their first service in the old first Baptist Church on this site December 7th, 1980. Dale Evangelical Free Church built a two-car garage in 1990 and in 1993 an existing church building in Bock, MN was purchased for $1.00 and moved to its current location on October 11, 1995. The new building now owned by Dale Evangelical Free church built its first addition, (the fellowship hall) in September 1996.

Through the years there have been several additional building projects. First, the nursery was built off the east end of the fellowship hall in approximately 2009. After which a storage closet was built off the south side of the fellowship hall and lastly, a large addition was built off the north which incorporated an office, four classroom, additional bathrooms, hallway space, foyer, and a mechanical closet. During the process of the most recent building project off the north side, the existing pastors house was demolished and removed from the site. This house appears in the attached survey.

Intended Operation

The church building is used for many activities including Sunday service, prayer nights, AWANA club, men's and women's bible studies, seniors fellowship, Christian education classes, counselling, Free food distribution, vacation bible school, wedding and baby showers, weddings, and funerals. The scheduled events are as follows.

Sundays

9:00am-10:00am Sunday school

10:25am-12:00am Sunday service

5:45pm-7:00pm Prayer time

7:00pm-8:30pm Men's group

Mondays – Closed

Tuesdays

9:00am-11:00am Women's bible study

Wednesdays

8:00am-5:00pm Church secretary duties

10:00am-12:00pm Seniors group, first and third week of the month

6:30pm-8:00pm AWANA children's program

Thursdays

10:00am-12:00pm Children's teaching

Fridays

Movie night – second week of each month

Traffic flow and Parking provisions– See attached Site diagram

73 parking Stalls, show although striping is minimal on the site there is the potential for more during a larger event

Number of church members

Fifty-eight members

60-70 Regular attendees

The 2018 International Building Code potential occupants to a building during an event are 120 persons in the sanctuary and 88 in the fellowship hall. This is for the purposes of determining egress door widths and toileting. Which the building complies with. HOWEVER the more comfortable sanctuary seating that is realistic number with a full seated choir would be a max of 60-80 people. The fellowship hall would have similar numbers at max capacity. Thus the parking of 73 is more than adequate even at Easter and Christmas services.

Environmental Impacts

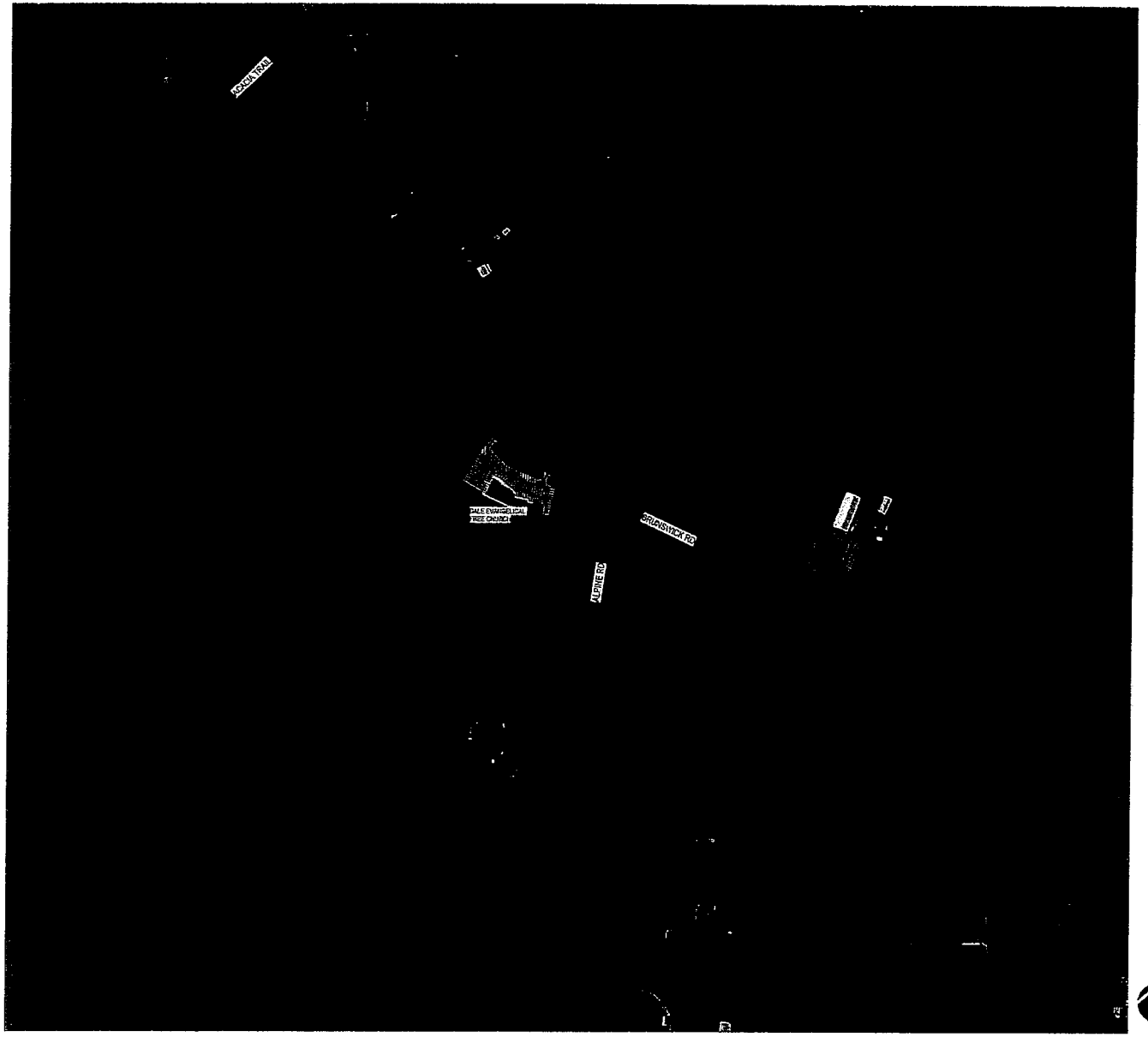
Sanitation – 4ea 96-gallon trash bins, 1ea recycling bin

Projected impact to neighborhood – The noise generated by Dale Evangelical Free church is minimal. Vehicle traffic from attendees, garbage collection, and outdoor youth game time. During construction projects, normal construction noise.

Existing site pan – See attached drawing

Soil Type – Clay, sand mix

Finish grading plan and drainage plan – The existing grades remain unchanged, and the current drainage plan is surface to ditch along Brunswick Road. See the attached Site Plan



1 COVER SHEET Area Site Plan
1" = 200'-0"

kolar wilson architects
1331 American Blvd E Suite 100
Bloomington MN 55425
ph: (612) 879-6000
www.kolarwilson.com

Project Number
Date
Drawn By BK
Checked By CW

Rev No Revision Date

Cover Sheet

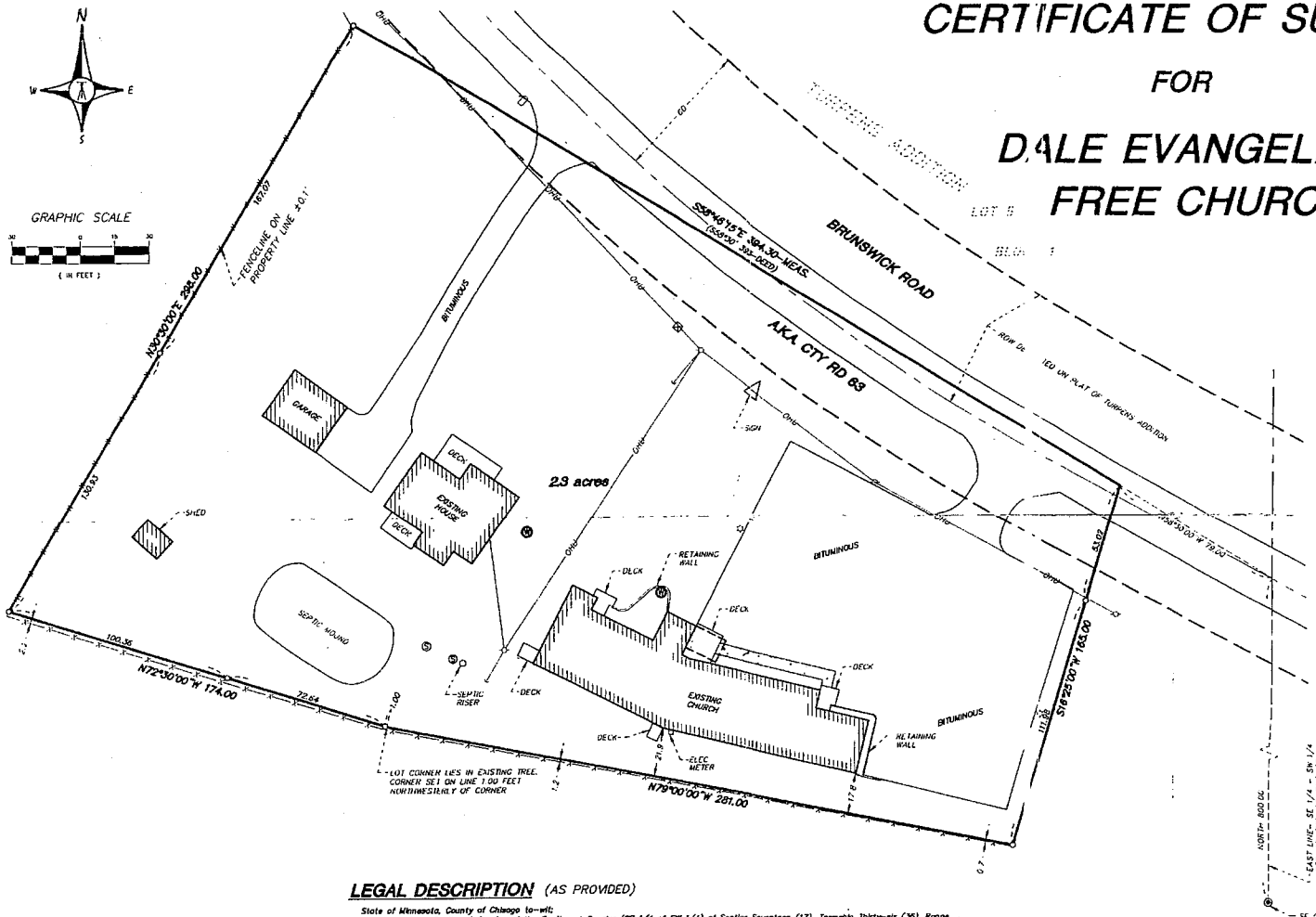
1" = 200'-0"

A000

CERTIFICATE OF SURVEY

FOR

DALE EVANGELICAL FREE CHURCH



LEGAL DESCRIPTION (AS PROVIDED)

State of Minnesota, County of Chisago to-wit:
That part of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Seventeen (17), Township Thirty-six (36), Range Twenty-two (22), described as follows:
Commencing at the Southeast corner of the said SE 1/4 of SW 1/4 of said Sec. 17, Twp. 36, Rng. 22 and running thence North on the East line of said forty a distance of 800 feet; thence running North 58 degrees 30 minutes West 79 feet to a point which is the point of beginning; thence running South 16 degrees 25 minutes West 165 feet; thence North 79 degrees 00 minutes West 281 feet; thence North 72 degrees 30 minutes West 174 feet; thence North 30 degrees 30 minutes East 298 feet; thence South 58 degrees 30 minutes East 393 feet to the point of beginning and containing 2.31 acres.

Subject to any easements, restrictions, or reservations of record, if any.

SURVEYOR'S NOTE

For the purposes of this survey it has been assumed that the east line of the Southeast Quarter of the Southwest Quarter bears North 0 degrees 00 minutes 00 seconds East and is the basis for the rest of the bearings recited in the description. The fence lines around the subject property would indicate that was the past interpretation of the recorded description.

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

Dale B. Anderson

Reg. No. 18091 Date 10/2/08

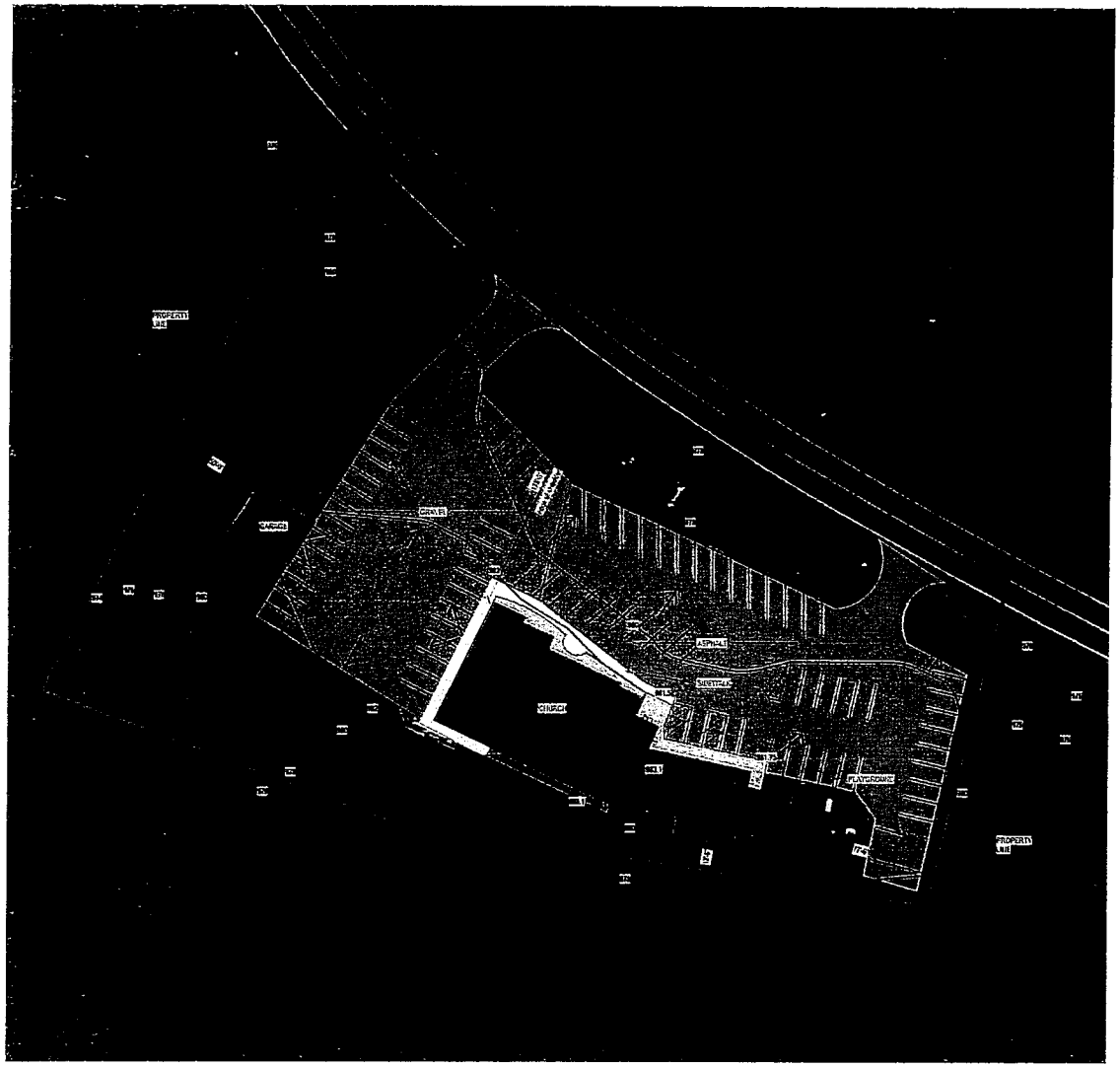
ANDERSON PASSE & ASSOCIATES

CAMBRIDGE, MN
MINNEAPOLIS, MN
HUDSON, WI

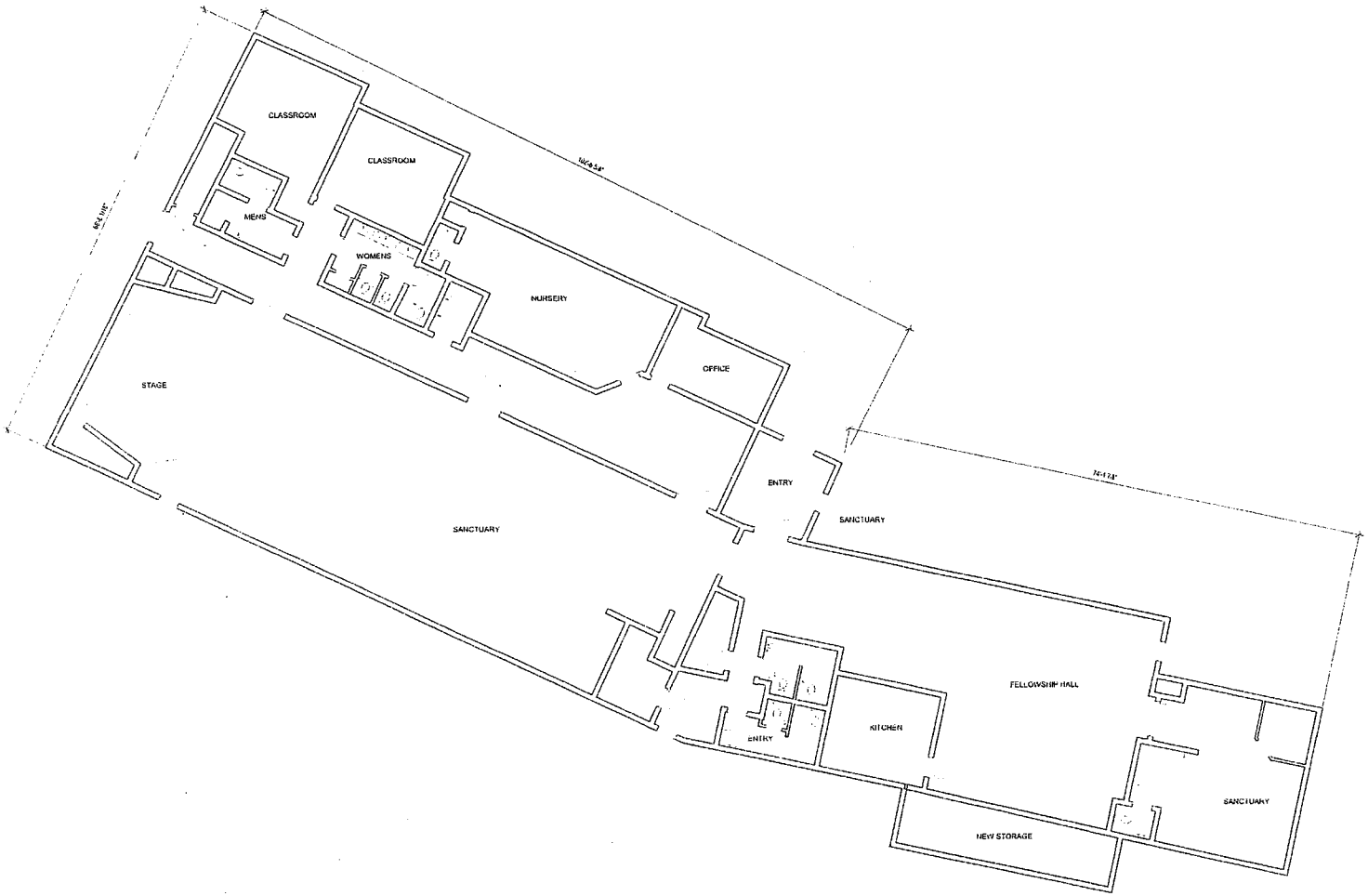
200 THIRD AVENUE NE, SUITE 100
CAMBRIDGE, MN 55008
(763)689-4042 PH. (763)689-6681 FAX

CIVIL ENGINEERS LAND SURVEYORS PLANNERS

Job No. 106-08 DWG 106-08 Drawn by PJD Checked by DBA



1 Site Plan
1" = 30'-0"



1 Level 1 - sheet View
1/8" = 1'-0"

kaas wilson architects
1301 American Blvd E, Suite 100
Bloomington, MN 55425
tel (612) 573-6000
www.kaaswilson.com

Project Number	
Date	
Drawn By	Bk
Checked By	LW

Rev No	Revision	Date

Floor Plans

1/8" = 1'-0"

SD_100

Copyright Kaas Wilson Architects
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Dale Evan[illegible]al Free Church (EFC) - Aerial Photo

Dale EFC – Dale Evangelical Free Church, property owner, and Chris Zuspann and Link Wilson, applicants, are requesting a Conditional Use Permit (CUP) for a Church in the Agricultural (AG) District. The Church is an existing non-conforming use and the CUP, if approved, would establish the Church as a conforming use by bringing it into compliance with the Zoning Ordinance. The 2.30-acre property is located at 45268 Brunswick Road, Fish Lake Township, S17, T36, R22 (PID# 03.00223.00).

Dale EFC Property -

Chisago County

Fish Lake Township
S17, T36, R22
PID # 03.00223.00



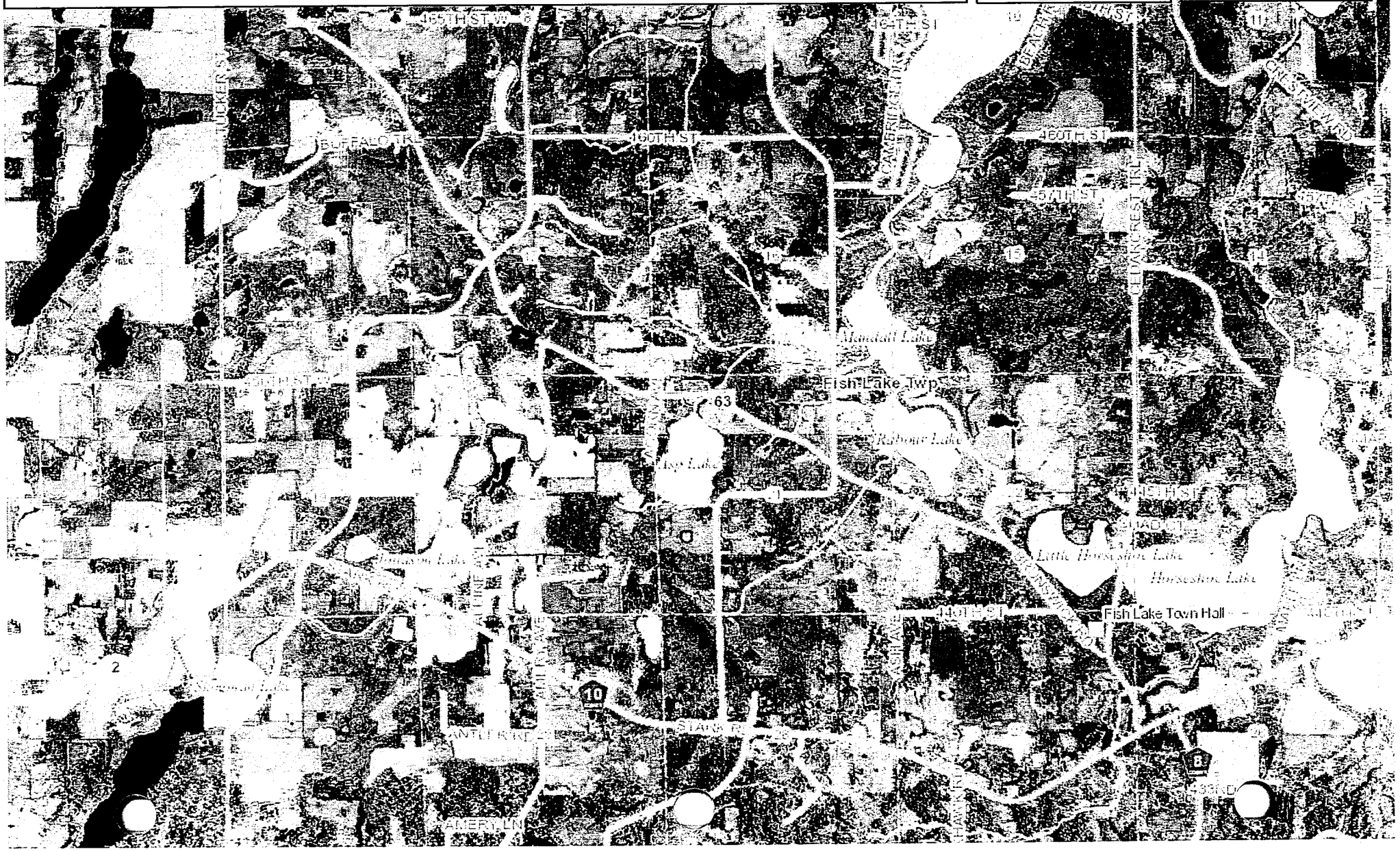
Dale Evangelical Free Church (EFC) - Aerial Photo

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Dale EFC Property - ▭

Chisago County

Fish Lake Township
S17, T36, R22
PID # 03.00223.00



RESOLUTION NO. PC2022-0602

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING A CHURCH ON PROPERTY LOCATED AT 45268 BRUNSWICK ROAD / CR 63 IN FISH LAKE TOWNSHIP

WHEREAS, Dale Evangelical Free Church, property owner, and Chris Zuspann and Link Wilson, applicants, submitted an application dated received April 27, 2022 and considered complete on May 2, 2022 for a Conditional Use Permit allowing a Church on property located at 45268 Brunswick Road / County Road 63 in Fish Lake Township; and

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

WHEREAS, the subject site is 2.30± acres in size and legally described as:

PID 03.00223.00

That part of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section Seventeen (17), Township Thirty-six (36), Range Twenty-two (22), Chisago County, Minnesota, described as follows: Commencing at the Southeast corner of the said SE1/4 of SW1/4 of said Section 17, Township 36, Range 22 and running thence North on the East line of said forty a distance of 800 feet; thence running North 58°30' West 79 feet to a point which is the point of beginning; thence running South 16°25' West 165 feet; thence North 79°00' West 281 feet; thence North 72°30' West 174 feet; thence North 30°30' East 298 feet; thence South 58°30' East 393 feet to the point of beginning.

Subject to a permanent easement for highway purposes over, under and across Parcel 33 of Chisago County Highway Right-of-Way Plat No. 44, Chisago County, Minnesota.

WHEREAS, notice was provided and on June 2, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Environmental Services Director, the applicant, and invited members of the public to comment; and

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

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

Finding #1 *The subject site was established as a First Baptist Church in approximately 1873 and has been used as a church ever since. The Chisago County Comprehensive Plan is silent in terms of Churches and related facilities; however, the Comprehensive Plan does recognize and encourage historic preservation. Comprehensive Plan page 3-19 identifies a goal of striving to maintain its rural character and historic resources allowing for logical growth and development by encouraging the protection of valuable cultural and historical sites to preserve the County's sense of history. The County find that the proposed CUP will help preserve the subject site as a cultural and historic site.*

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

Finding #2 *Being that the proposed use is a church and the church – in its current capacity of Dale Evangelical Free Church – has been in operation since 1995, the County finds that the use*

will not create any additional demand on existing parks, schools, streets or other public facilities.

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

Finding #3 *The proposed use is surrounded by mature trees and vegetation on the westerly, southerly and easterly property boundaries. The closest residential structure is approximately 540 feet from the subject property. Therefore, the County finds that the proposed use is sufficiently screened from adjacent development by vegetation and distance.*

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

Finding #4 *The proposed use is in fact an existing use. The County finds that the existing church and related facilities have a pleasing appearance which have no adverse effect upon adjacent properties. Further, as an existing use with no registered complaints about appearance, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties upon approval of the Conditional Use Permit.*

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

Finding #5 *The subject site is zoned Agricultural (AG) District and is currently developed with a church and related church facilities. Churches are a Conditional Use in the AG District. The County finds that the proposed church and related church facilities are compatible with the existing land use.*

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

Finding #6 *The Zoning Ordinance defines "Church" and allows the use as a Conditional Use in at least five of the County's zoning districts, including the Agricultural (AG) District. The County finds that the proposed Church meets the intent of the defined land use and the intent of the AG District.*

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

Finding #7 *Dale Evangelical Free church has been operating at the subject site since 1995. There is no record of the use creating traffic hazards or congestion on Brunswick Road / CR 63 or surrounding roadways. Therefore, the County finds that the proposed use will not cause traffic hazards or congestion.*

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

Finding #8 *The County finds that the proposed Church will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on existing vegetation, distance and current appearance. The County further finds that the proposed Church will*

create minimal noise, with said noise being common for agricultural and residential areas.

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

1. The Church shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the written narrative and site plan dated received April 27, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Hours of operation shall be 7:00 am – 10:00 pm seven days a week.
3. Allowable church related uses and facilities include: Sunday service, prayer nights, AWANA club, men's and women's bible studies, senior's fellowship, Christian education classes, counseling, food distribution, vacation bible school, a nursery, wedding and baby showers, weddings, funerals, and other church-related and/or sponsored functions.
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5. Any noise and/or vibration generated from the use shall comply with Minnesota Pollution Control Agency standards.
6. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional 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.
7. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota, this 2nd day of June, 2022.

Kelly Corbin	_____	Dave Whitney	_____
James McCarthy	_____	Jolene Wille	_____
Frank Storm	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____
Chip Yeager
Chair

ATTEST: _____
Kurt Schneider
Environmental Services Director

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
June 2, 2022 - DRAFT

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, June 2, 2022 at the Chisago County Government Center.

Staff Present: Kurt Schneider, Environmental Services Director; and Diane Sander, Support Specialist; and Jeff Fuge, Assistant County Attorney.

Chair Yeager called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Board members was taken. Commission members present: Frank Storm, James McCarthy, John Sutcliffe, Chip Yeager, Jolene Wille, Kelly Corbin, and Dave Whitney. Also present: Ex Officio County Commissioner Chris DuBose. A quorum was established with all members present.

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

Approval of Minutes –***Motion*** by Frank Storm to approve the May 5, 2022 meeting minutes as presented; second by Kelly Corbin. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None.

Receive all Materials and Submittals into Record - ***Motion*** by Frank Storm to accept all materials and submittals into the record with the addition of two written public hearing comments; second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager. Nays: None. Materials distributed to the Planning Commission in advance of the meeting for their review included: Staff reports with attachments, Legal Opinion – Impacts of redistricting on Planning commission Composition and Membership, Legal Opinion – Impacts of County Board redistricting on Terms of Office and the Appointment the Chisago County Planning Commissioners Under current Ordinance and Recommendation for Ordinance Revisions, and Prevalence of "Shipping Container" Placement and Storage Use, and Public Hearing comments from Dennie and Debra Allen, and Sarah Hamel. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications

Jim & Sher Investments LLC – Coordinator Schneider provided a brief background on the request for a Conditional Use Permit (CUP) allowing Rural Retail Tourism in the Agricultural (AG) District. The property owners are requesting the CUP in order to operate a winery and gathering venue. Jim Goodpaster & Sherry Timmermann Goodpaster, applicants and owners of Jim & Sher Investments LLC, have applied for a Conditional Use Permit (CUP) for Rural Retail Tourism in order to open and operate a winery and gathering venue on property located at 32XXX Upland Road in Shafer Township, (PID# 08.00251.35).

The site is 5.66-acre tract of land located on Upland Road between Furuby Road / CSAH 20 and Highway 95. Properties to the north, west and south are zoned AG District and properties to the east are platted as Wickstrom Estates / zoned Rural Residential I (RRI) District. Wickstrom Estates is a 17-lot development, with single family homes and related accessory structures. Properties located on Upland Road are generally 5-10 acres in size. Many of the properties have been developed for residential purposes while some remain undeveloped. The applicant's provided a site plan identifying: existing vineyard and fruit trees, parking area, proposed site area for winery barn and pavilion, future plantings and home site. The components of the winery

barn vary in dimensions between site plan and written narrative. The winery barn will feature a wine making facility and tasting room. The tasting room will seat 40-45 people and there will be outdoor seating for an additional 55-60 people in a pavilion. The proposed total occupancy of 105 people with 2-4 part-time employees. In addition to operating a winery, applicants propose a gathering venue for book readings, art shows, small stage shows or other similar events, and classes such as "paint and sip", barn square painting, wreath making and the like. The proposed use will also feature a retail area for art and crafted items, such as t-shirts, socks, candles, soaps, wine glasses and accessories, ornaments, jams and jellies, maple syrups, music, seasonal and other boutique type gift items. Light food options in addition to wine and other non-alcoholic beverages would be served. Additionally, the applicants may utilize food trucks for events. The intent is to have live music performances with property owner along with other local artists. All music is proposed to be low key as not to be intrusive to neighboring property owners and end by 8:00 pm. The proposed hours of operations will be: Monday – Saturday 12:00 pm – 8:00 pm and Sunday 12:00 pm – 5:00 pm. All outside events, including outdoor music performances, will conclude by 8:00 pm. It is intended to install a full septic system with bathroom facilities and running water located in the winery barn with satellite toilets.

Technical Review was held on May 11, 2022 and discussed number of customers, hours of operation, phased project and commercial winery use related to the septic system. The Shafer Town Board recommended approval with no conditions at their May 12, 2022 meeting. Applicants Jim and Sherry Goodpaster were present and available to address questions and concerns. Jim Goodpaster indicated he did not plan on having the winery open seven days a week. He was leaning towards four days per week but wanted to have options available. Jim indicated the winery barn size was still undecided until they figured out the most cost effective and size. To minimize concerns, Jim indicated music will be moved indoors and most activities will be located in the winery. Chair Yeager asked Planning Commission members for additional questions and comments. Jim McCarthy indicated music/noise is a large complaint from neighbors. Frank Storm had questions on the site plan, American with Disabilities Act (ADA) requirements, and size of parcel compared to proposed use. Dave Whitney had questions with the small gathering venue, septic system and composting grapes. Chair Yeager opened the public hearing and sought comment.

Joel Rivard – 32185 Upland Road. "The property is only 5 acres and 40% has been planted with grapes and there is not enough space left to support: winery, retailing building, portable bathrooms, parking lot, home, septic, well, and driveway. The property is directly adjacent to a housing development and Shafer Township should have rezoned the area to Rural Residential I (RRI). Concerns with screening around the property, which really do not have any impact and do not provide any screening. I have concerns with roadway safety. Is there a need for turn lanes and Upland exits, and the entrance is on the high side of a sharp sloped curve. Many families and a group home are located on Upland and selling and serving alcohol will increase danger. This is residential not agricultural area, and more traffic will create more dust and degrade the road. Portable bathrooms are an eyesore and the property should have septic system that supports business and future home. Noise from live music, traffic, close proximity to neighbor's privacy, and a business in this place in general will have a negative impact to the community. All of these factors contribute to this property no being a good candidate for this permit: location, size of property for this undertaking, negative impact on the community, not agricultural and has a lot of residential, roadway and safety. It is not in the best interest of the community to approve this application. This area is not rural agricultural farmland as the permit states but small acreage residential.

Cynthia Larson – 32299 Upland Road. "My husband and I have lived in Chisago County for over 50 years, and built our retirement home on Upland Road for peace and quiet. We are against putting business on our road and neighborhood. This will bring along of unwanted noise and traffic to our road, which is way too close to home. A lot of traffic will be brought to a poorly maintained road. I have concerns with increased traffic with children playing near road and neighbor's walking. I don't like to look at porta potties, should have sewer and water just

like the neighbors. They are trying to get by cheaply. I would like the board to consider long-time residents and taxpayer concerns of the county; instead of allowing special interest groups come in and think they can do anything to our area."

Danny Johnson – 32025 Upland Road. "We live right next to it and where the big trees are, are the ones we planted. We moved in and it is nice and quiet and do not want additional traffic going by our house. We had to deal with traffic when the solar went in and now we will have 30 cars going down property line. We don't need to hear all the racket and noise. It is not a good idea for the location and we don't want it. Too much noise, commotion seven days a week and wrecking our road. I don't think it should go in."

Paul Hamel – 32184 Upland Road. "I live across the street and would refute all findings in the staff report. This is not compatible at all with the neighborhood. Retail business in a residential area. This will add 30 cars of traffic on the road, seven days a week until 8 pm at night. I don't like it and hope you don't support it."

Chair Yeager read the following submitted written public hearing comments:

Dennie & Debra Allen – 32344 Upland Road. "The winery vision seems very nice but believe that Upland Road location is not the place. First concern, Neighborhood residents have been in the area many years. They appreciate the quiet life, no crime, wildlife, light traffic, ability to exercise , children playing, and safe feeling all around. Second concern, Winery will operate seven days a week will result in people drinking and getting behind a vehicle wheel. This alone will open up all kind of issues or possible incidents/accidents. We are families with children, pets, etc. Third concern, the winery will bring in tourists/strangers to the area. Opening up this quiet community to strangers can results in more crime. We hear about crime almost every day by watching or listening to the news. Fourth concern, non-compliance to speed limit, traffic laws, and excessive traffic down Upland Road will increase daily. Fifth concern, residents that have been here for years may want to move due to daily disruption that will occur in their lives if winery opens. Sixth concern, it may impact our property taxes and their parcel seems small for a winery. Seventh concern, there has been no established business, residence will have to understand overall what it means to us. Final concern, there may or may not be issues with surrounding residents with the offering of live music. We are new resident and would hate to see this disturbed or cause unrest to the neighborhood. Once a permit is approved and structures are built and in service, residents have to see and live with the decision. The solar farm has landscaping/screening which needs to be addressed and appears unattractive."

Sarah Hemel – 32184 Upland Road. "I object to the winery on Upland Road and we can see 2/3 of that acreage from our home. First concern, the site is not large enough for seating of 60 people, parking, pole barn, pavilion, and possible future home. This will change our enjoyment of our own property. Second concern, Upland is one mile dirt road. People walk or ride this road for exercise, visit neighbors see huge increase in traffic and speed during morning and evening commutes. The potential of 60 extra vehicles traveling this road and probability of any portion of these drivers being impaired. Locating a winery on this residential and agricultural road will in effect, end all other residents' enjoyment of this road. Third concern, even if music is low key and moderate, sound carries significantly. We hear music from Polk County Fair and the overlook in St. Croix Falls. Music played six to seven days per week, as late as 8 pm will significantly reduce the value of surrounding properties. Fourth concern, with the addition of noise and traffic speed and volume, say goodbye to the reason most of us moved out of the city. Final concern, planting listed have been devasted by deer and other wildlife and in no way, will provide any visual or sound carrier for many years. The current residents will have to endure the noise and visual pollution of this commercial area dropped in the middle of what is currently a bucolic setting. To grant this CUP would certainly not be in any way "tasteful" for any of the current, tax paying residents and absolutely would not be respectful of the setting."

With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing; second by Dave Whitney. **Motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None. Chair Yeager asked Planning Commission members for additional comments. Frank Storm had concerns with the small parcel size for the proposed business and it does not seem to fit the area. Jim McCarthy indicated this zoning district supports conditional uses, it meets the minimum area and support that proposal. Board discussed edits to the recommended conditions and adding conditions for screening, business registration in Minnesota, and emergency access. Assistant County Attorney Fuge provided a short overview and discussed the business registration. He indicated it was unclear who the property owner is or who will be operating the winery and Jim & Sher Investments LLC was registered in Wisconsin.

Motion by Jim McCarthy; second by Kelly Corbin to recommend approval of a Conditional Use Permit allowing Rural Retail Tourism on property located at 32XXX Upland Road in Shafer Township (PID# 08.00251.35) with the following conditions:

1. The property shall be developed and used in accordance with the site plans and written narrative dated received April 26, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) subject to the following hours of operation: ~~Monday~~ Wednesday – Saturday 12:00 pm – 8:00 pm and ~~Sunday 12:00 pm – 5:00 pm. All outdoor music performances must conclude by end of business (Monday – Saturday being 8:00 pm and Sunday being 5:00 pm).~~
3. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
4. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
5. There shall be ~~no outdoor amplified music at any time~~ indoor music only.
6. The maximum number of customers / guests for all uses combined, including the winery and gathering venue, shall not exceed 105 at any given time.
7. Permittee shall accommodate all parking onsite and shall provide a minimum of 32 parking stalls as shown on the approved parking plan stamp dated received May 19, 2022.
8. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
9. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
10. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
11. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
12. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.

13. 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.
14. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.
15. Requiring registration of Jim & Sher Investments LLC to do business in the state of Minnesota.
16. Requiring fire chief inspection and approval of drive access suitability for emergency access purposes.
17. Enhanced landscape screening with staggered rows of 4ft – 6ft tall pine trees spaced at 20 ft intervals along the North, South, and East property perimeter and replace said landscape at its existing screening value if it dies or becomes damaged

Motion passed 4 -3 with a roll call vote. Ayes: Kelly, McCarthy, Sutcliffe and Yeager. Nays: Whitney, Wille and Storm.

Dale Evangelical Free Church – Coordinator Schneider provided a brief background on the request for Dale Evangelical Free Church (DEFC), property owner, and Chris Zuspann, Church Facilities Manager and Link Wilson, Architect are the applicants, are requesting a Conditional Use Permit (CUP) for a church at 45268 Brunswick Road / CR 63 in Fish Lake Township (PID# 03.00223.00) in order to bring an illegal non-conforming use into compliance with the Chisago County Zoning Ordinance. While the subject site has been used for church purposes since the 1870s (initially by First Baptist Church), DEFC was established in 1980 and began holding services in the former First Baptist Church in December 1980. DEFC purchased an existing church structure from the Bock, MN area and relocated it to the Brunswick Road / CR 63 site in October 1995. Since 1995 there have been several additions to the "new" structure, demolition of older structures, and two setback Variances granted. The site currently includes a church facility and detached two-stall garage. In staff's opinion, a CUP should have been required in 1995 prior to the current church facility being relocated to the site.

The applicants' written narrative and site plan offer the following information about the church:

- The church building is used for many activities, including: Sunday service, prayer nights, AWANA club, men's and women's bible studies, senior's fellowship, Christian education classes, counseling, food distribution, vacation bible school, wedding and baby showers, weddings, and funerals.
- Events are scheduled as follows:

Sunday	9:00 am – 10:00 am – Sunday school
	10:25 am – 12:00 pm – Sunday service
	5:45 pm – 7:00 pm – prayer time
	7:00 pm – 8:30 pm – men's group
Monday	Closed
Tuesday	9:00 am – 11:00 am – women's bible study
Wednesday	8:00 am – 5:00 pm – church secretary duties
	10:00 am – 12:00 pm – senior's group (first and third week of the month)
	6:30 pm – 8:00 pm – AWANA children's program
Thursday	10:00 am – 12:00 pm – children's teaching
Friday	Second week of the month – movie night

- 73 parking stalls; and site can accommodate more parking when needed for larger events.
- The church currently has 58 members with 60-70 regular attendees.

- Noise generated from the church use is minimal, but includes noise related to vehicle traffic, garbage collection and outdoor youth game time.

DEFC is applying for the CUP in preparation for future upgrades and remodeling. The DEFC is proposing an addition within the next 2-3 years which will likely include a gym and warming kitchen added to the west end of the existing structure. This addition is not proposed to create space for new parishioners; it will simply add to the amenities available to existing parishioners. Given that the existing structure is encroaching on the rear yard setback, it is assumed that any expansion may require approval of a Variance or significant modification to comply with setbacks at time of construction.

Technical Review was held on May 11, 2022 and discussed the existing septic system was installed in 1993 and County Sanitarian recommended it be tested. No other concerns were identified. The Fish Lake Town Board recommended approval with no conditions at their May 9, 2022 meeting. Applicants Chris Zuspann was present and available to address questions and concerns. Chris Zuspann indicated the church was looking to expand for a gym and trying to straighten things out with the CUP. Chair Yeager asked Planning Commission members for additional questions and comments. Jim McCarthy discussed traffic concerns. Chair Yeager opened the public hearing and sought comment. With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing; second by John Sutcliffe. The **motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None. Chair Yeager asked Planning Commission members for additional comments.

Motion by Frank Storm; second by Dave Whitney to recommend approval of a Conditional Use Permit allowing a church on property located at 45268 Brunswick Road in Fish Lake Township (PID# 03.00223.00) with the following conditions:

Recommended Condition(s):

1. The Church shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the written narrative and site plan dated received April 27, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. Hours of operation shall be 7:00 am – 10:00 pm seven days a week.
3. Allowable church related uses and facilities include: Sunday service, prayer nights, AWANA club, men's and women's bible studies, senior's fellowship, Christian education classes, counseling, food distribution, vacation bible school, a nursery, wedding and baby showers, weddings, funerals, and other church-related and/or sponsored functions.
4. Any change involving enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment. The County acknowledges that the applicant is proposing an expansion to add a gymnasium and warming kitchen to the church facility and this expansion shall be allowed under this Conditional Use Permit approval, with the understanding that the addition will not create any additional parishioner capacity and that it shall comply with all other zoning and building regulations unless a Variance is otherwise granted.
5. Any noise and/or vibration generated from the use shall comply with Minnesota Pollution Control Agency standards.
6. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to

adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional 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.

7. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

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

James Birkholz & Judith Erickson – Coordinator Schneider provided a brief background on the request for a Conditional Use Permit (CUP) Amendment allowing the orchard to expand their operation on property located at 17325 Pleasant Valley Road / CSAH 26 in Franconia Township (PID# 04.00186.00). The owners of Pleasant Valley Orchard, James Birkholz & Judith Erickson, have requested the CUP Amendment in order to expand their existing orchard operation that would allow the addition of a winery and gathering venue, as well as modify other previously approved conditions pertaining to hours of operation and length of season and add musical performances.

The property owners obtained their original CUP in 1994. The original CUP granted approval "to operate Pleasant Valley Orchard, featuring seasonal sale of apples, pumpkins, Indian corn, cider, baked goods and crafts". An Amendment was granted in 2006 to add the sale of berries, amend the opening date / start of season from August 1st to May 15th, and add the use of a commercial kitchen for the preparation and sale of baked goods and other orchard related food items. The current CUP Amendment request will be the second Amendment to the 1994 Conditional Use Permit. The table below provides a recap of the history of the CUP and approved conditions:

The applicants' narrative and site plans offer the following information about the proposed CUP Amendment:

- The property owners wish to secure a Farm Winery License for the production and sale of hard cider and wine from apples, pears and other fruit grown onsite. In case of crop failure or shortages, the orchard will use imported products to produce cider. The proposed cider room will be located in the apple shed and cider will be served in the barn.
- The property owners seek to expand their season from August 1-May 15 to year-round operations.
- The property owners seek to expand their hours of operation from 9:00 am-9:00 pm seven days a week to 9:00 am-10:00 pm seven days a week.
- The property owners wish to add music performances in support of orchard activities.
- The property owners wish to rent out the restored barn and other buildings on the subject site for public and private gatherings, such as: family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with rural agricultural tourism.
- The orchard currently employs 30-35 people, with most being seasonal and part time. The property owners anticipate adding three part-time employees to facilitate cider sales in the first year.

Daily attendance includes a high number on peak weekends in late September and early October. Estimations include2,400 people visit on a busy day under current arrangement and never run out of parking. With the proposed parking lot expansion, accommodate up to 3,600 people per day and allows to expand parking even more if the need arises. Currently, the site has 180 parking stalls, 80 for strawberries and 100 stalls for the orchard. Parking expansion includes an additional 150 stalls. Customers utilize porta potties on holding tanks with on-site facilities available for staff and customers needing ADA accessibility. County Sanitarian stated commercial businesses are not allowed to utilize holding tanks and will require a Type I septic system. Chapter

7081 requires commercial businesses to have full septic systems and does not include provisions for water monitoring for sizing a business septic system.

Technical Review was held on May 11, 2022 and discussed septic system and parking. County Engineer indicated as long as the access does not change, no issues were identified. The Franconia Town Board recommended approval with no conditions at their May 17, 2022 meeting. Applicants, Jim Birkholz & Judith Erickson were present and available to address questions and concerns. Jim Birkholz indicated the property and orchard have been built up, managed well and bring in lots of visitors that help support surrounding local businesses. Chair Yeager asked Planning Commission members for additional questions and comments. Jim McCarthy discussed traffic concerns. Chair Yeager opened the public hearing and sought comment. With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing; second by John Sutcliffe. The **motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None. Chair Yeager asked Planning Commission members for additional comments. Jim McCarthy indicated the increase attendance numbers will create demand on Pleasant Valley Road/County Road 26 as primary access point. Jim McCarthy suggested the County Engineer review the road access or table the request for further traffic review. Director Schneider indicated if access point was the only concern a condition could be added for consideration.

Motion by Frank Storm; second by John Sutcliffe to recommend approval of a Conditional Use Permit Amendment allowing Rural Retail Tourism on property located at 17325 Pleasant Valley Road in Franconia Township (PID# 04.00186.00) with the following conditions:

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners in August 1994 (original CUP) and July 2006 (Amendment #1) granting approval to operate Pleasant Valley Orchard, featuring seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts, in the AG District.
2. This Conditional Use Permit Amendment shall allow year-round use of the property for Rural Retail Tourism. The specific uses allowed shall include an orchard, commercial outdoor recreation, winery and gathering venue. The orchard shall be allowed seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts. The gathering venue shall include the use of all existing buildings onsite for such activities as family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with Rural Retail Tourism.
3. The property shall be developed and used in accordance with the site plans and written narrative dated received April 29, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
4. Hours of operation shall be limited to 9:00 am – 10:00 pm, seven days a week.
5. The use shall include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626, to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be adhered to and all necessary permits obtained.
6. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
7. Noise generated from any Rural Retail Tourism use, including musical performances, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable

noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.

8. All parking areas must be designated. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
9. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
10. Structures must meet all applicable Building Code regulations and septic ordinances.
11. The permittee shall upgrade the existing septic / holding tanks to a full septic system in compliance with MN Pollution Control Agency Chapter 7081 within one year of the approval date.
12. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval.
13. Pleasant Valley Road driveway site distances and access shall be further reviewed by the County Engineer and modifications or adjustments required by the applicant as may be directed.

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

Chair Yeager called a five minute recess.

Public Hearings – Continued Hearings - None

Old Business

Consideration of Zoning Ordinance Section 8.03 – Planning Commission Membership Discussion and Legal Opinion

Director Schneider provided a brief recap on the redistricting of the County Commissioner districts, effective January 1, 2023, Minnesota Statute Section 394.30, subdivision 1 (2021) and Chisago County Zoning Ordinance Section 8.03 Functions of the Planning Commission. Assist County Attorney Fuge reviewed the legal opinion that addresses the impacts of the recent County Board redistricting on the membership of the Planning Commission under current language of the Chisago County Zoning Ordinance. A recommendation was made to amend Zoning Ordinance Section 8.03 to allow for each of the five County Board Commissioners to nominate a person to one of the five offices of the Planning Commission that are filled according to residency of the Commissioner District and to also correct omissions and the awkward structure of the current language of Section 8.03. The Planning Commission Board discussed: township representation, difficulty of filling positions, urban districts, allowing flexibility and various options/edits to the draft Zoning Ordinance Section 8.03 A (draft combined original Sections A and C). ***Motion*** by Frank Storm, second by Jolene Wille approval and recommend to County Board the draft Zoning Ordinance Section 8.03 Functions of the Planning Commission. Dave Whitney asked for the Section A to be read. Assist County Attorney Fuge read Section A for the Planning Commission for accuracy.

A. The Planning Commission is established. The Planning Commission shall be composed of seven voting members appointed by majority vote of the County Board. ~~At least two voting members shall be residents of the portion of the County outside the corporate limits of municipalities.~~ No more than one voting member of the commission shall be an officer or employee of the county. No voting member of the commission shall have received, during the two years prior to appointment, any substantial portion of income from business operations involving the development of land within the county for urban and urban related purposes. Five of the seven members shall each be appointed according to his or her

County Commissioner District and upon nomination of the County Commissioner seated in his or respective County Commissioner District. The remaining two voting members shall be appointed at-large and reside in unincorporated areas of the county. ~~regardless of his or her district of residency.~~ The County Board shall annually assign a County Board Commissioner as committee liaison to the Planning Commission. The committee liaison shall be an ex officio member of the Planning Commission and have no voting privileges on the Planning Commission. The County Board may also designate any county officer or employee as an ex-officio member of the Planning Commission with no voting privileges.
* Rest of draft ordinance remained the same with no edits; Sections B – I.

Motion Amended by Frank Storm, second by Jolene Wille for approval and recommend to the County Board the draft Zoning Ordinance Section 8.03 Functions of the Planning Commission as read by Assist County Attorney. **Motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None.

New Business

Consideration of Zoning Ordinance Section 4.01 – Storage / Shipping Container Discussion

Director Schneider provided a short review of use of large portable storage containers from retired use as over the road semi-tractor trailer, rial car or overseas freight containers. Zoning enforcement staff are in active review of four enforcement cases involving unauthorized placement/use of shipping containers on properties. Board discussed performance criteria's, privacy fencing and pros/cons to shipping container storage. ***Motion*** by Frank Storm; second by Kelly Corbin for Planning Commission members to review surrounding county ordinances and bring thoughts and recommendations to a future meeting on shipping containers. The **motion passed** 7-0. Ayes: Whitney, Corbin, McCarthy, Sutcliffe, Wille, Storm, and Chair Yeager Nays: None

Communications and Reports

County Board Liaison Report / Update

County Commissioner DuBose reported the following: Presentations from: Minnesota Inter-County Association (MICA), Medical Examiner and 2021 Annual Parks Report. County Board approved the Lupkes' CUP allowing a Major Home Occupation and Preliminary Plat of Kaminski Estates. County Board denied Arriola request for a text amendment to Zoning Ordinance Section 5.09 RRII pertaining to Bed and Breakfast Establishments. Hometown Fiber discussed county-wide broadband and encourage cities and townships for funding. American Rescue Plan Act (ARPA) funds were used for: software upgrades, payroll, and school vocational program.

Miscellaneous – None

Adjourn Meeting – ***Motion*** by Frank Storm to adjourn the meeting; second by Kelly Corbin. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille and Storm. Nays: None. The meeting was adjourned at 9:38 p.m.

Chisago County Request For Board Action

Meeting Date: June 15, 2022	***Item Number:*** 14
Title of Item for Consideration: James Birkholz & Judith Erickson Conditional Use Permit Amendment – Pleasant Valley Orchard	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: The property owners obtained their original CUP in 1994. The original CUP granted approval "to operate Pleasant Valley Orchard, featuring seasonal sale of apples, pumpkins, Indian corn, cider, baked goods and crafts". A CUP Amendment was granted in 2006 to add the sale of berries, amend the opening date / start of season from August 1st to May 15th, and add the use of a commercial kitchen for the preparation and sale of baked goods and other orchard related food items.

Background: The owners of Pleasant Valley Orchard, James Birkholz & Judith Erickson, have requested a Conditional Use Permit (CUP) Amendment in order to expand their existing orchard operation at 17325 Pleasant Valley Rd., Franconia Township, Parcel # 04.00186.00. The proposed Amendment would allow the property owners to add a winery and gathering venue, as well as modify other previously approved conditions pertaining to hours of operation and length of season and add musical performances.

At their meeting of June 2, 2022, the Planning Commission conducted the requisite public hearing and unanimously (7-0) adopted Resolution PC2022-0603 recommending approval of the request. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 60-day agency action deadline is July 1, 2022. Among the options for the County Board at tonight's meeting are the following:

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

  Sufficient time exists for the County Board to extend the initial 60-day period via written notification, if such a decision is formally taken at tonight's Meeting. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."
- The County Board may Deny the CUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

  Additionally, State Statute directs (but does not mandate) that written reasons for denial be

provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next scheduled meeting.

***Attachments*:**

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Pleasant Valley Orchard Conditional Use Permit Amendment. The following is the suggested language for the motion:

"Move to Approve Resolution No. 22/0615____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the James Birkholz & Judith Erickson Pleasant Valley Orchard, Conditional Use Permit Amendment in order to expand their existing orchard operation at 17325 Pleasant Valley Rd., Franconia Township, Parcel # 04.00186.00."

Implications of Action: Recommended Board action grants the requested Conditional Use Permit amendment with conditions.

Budget/Financial Implications: None.

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 2022-0615-
A RESOLUTION OF THE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT AMENDMENT ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT 7325 PLEASANT VALLEY ROAD / CSAH 26 IN FRANCONIA TOWNSHIP

WHEREAS, James Birkholz and Judith Erickson, property owners and applicants, submitted an application dated received April 29, 2022 and considered complete on May 2, 2022 for an Amendment to a Conditional Use Permit allowing an orchard – known as Pleasant Valley Orchard – on property located at 17325 Pleasant Valley Road / CSAH 26 in Franconia Township; and

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

WHEREAS, the subject site is 71.20 acres in size and legally described as:

PID 04.00186.00

The real estate in **CHISAGO** County, **Minnesota**, referred to in the Mortgage or Deed of Trust dated **August 7, 2006**, executed by **JAMES R BIRKHOLZ and JUDITH L ERICKSON, husband and wife** as Mortgagors/Grantors, to AgStar Financial Services, FLCA as Mortgagee/Beneficiary, is described as follows:

N1/2NW1/4, Sec. 17, T33N, R19W, Chisago County, Minnesota, EXCEPT the East 16 rods thereof; ALSO EXCEPT commencing 16 rods West of the Southeast corner of the NE1/4NW1/4; thence North 150.5 feet, more or less, to the North right of way of the transmission line of the St. Croix Falls-Minnesota Improvement Company; thence South 43 degrees 29 minutes West along said line 215 feet, more or less, to the South line of said quarter quarter; thence East 149 feet, more or less, to the point of beginning.

Subject to existing highways, easements and rights of way of record.

This mortgage is subject to a mortgage in favor of AgStar Financial Services, FLCA dated January 31, 1994 and recorded on February 1, 1994 as Document No. 259215 in the records of Chisago County, Minnesota.

This mortgage is subject to a mortgage in favor of AgStar Financial Services, FLCA dated May 8, 1996 and recorded on May 14, 1996 as Document No. 283526 in the records of Chisago County, Minnesota.

WHEREAS, notice was provided and on June 2, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Environmental Services Director, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP with conditions per Resolution No. PC2022-0603; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its June 15, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04 C:

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

Finding #1 *The proposed CUP Amendment is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:*

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*
- *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The County finds that the proposed CUP Amendment will have no impact on such public facilities and utilities as parks and schools. While there may be an increase in traffic on Pleasant Valley Road / CSAH 26, Redwing Avenue / CSAH 21 and surrounding roadways, this increase will not be considered excessive. Further, the County State Aid Highways have been designed and are maintained to handle large amounts of traffic.*

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

Finding #3 *The proposed use is bordered by three roadways, including Pleasant Valley Road / CSAH 26, Red Wing Avenue / CSAH 21 and 280th Street, and is largely surround by agricultural land. The existing use and proposed expansion themselves are agricultural in nature. Given that Pleasant Valley Orchard was first granted Conditional Use Permit approval in 1994 and the County is not aware of any negative impact to surrounding properties, there is no evidence to suggest that the proposed expansion would have a negative impact.*

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

Finding #4 *The existing and proposed uses incorporate agricultural structures for business purposes. The County finds that the proposed use and site has an appearance that fits well into the immediate area and Agricultural (AG) District as a whole.*

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

Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism as Conditional Uses in the AG District. In addition, Section 4.15 of the Chisago County Zoning Ordinance specifically encourages the development of Rural Retail Tourism, with the following specific goals:*

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

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

Finding #6 *See Finding #5*

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

Finding #7 *It is anticipated that there will be an increase in traffic on Pleasant Valley Road / CSAH 26 and Red Wing Avenue / CSAH 21 as guests arrive and depart from the Rural Retail Tourism use. However, the County Engineer was given the opportunity to review the proposed use and did not request any additional roadway improvements (i.e. turn lanes). Further, the County Engineer noted that he had no concern with the proposed expansion so long as there were no changes to existing accesses.*

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

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism use (winery, gathering venue, musical performances) may be a potential concern to nearby properties / property owners. However, the County believes that limiting hours of operation from 9:00 am – 10:00 pm will address the potential for intrusion of noise.*

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

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners in August 1994 (original CUP) and July 2006 (Amendment #1) granting approval to operate Pleasant Valley Orchard, featuring seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts, in the AG District.
2. This Conditional Use Permit Amendment shall allow year-round use of the property for Rural Retail Tourism. The specific uses allowed shall include an orchard, commercial outdoor recreation, winery and gathering venue. The orchard shall be allowed seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts. The gathering venue shall include the use of all existing buildings onsite for such activities as family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with Rural Retail Tourism.
3. The property shall be developed and used in accordance with the site plans and written narrative dated received April 29, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
4. Hours of operation shall be limited to 9:00 am – 10:00 pm, seven days a week.
5. The use shall include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626, to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be adhered to and all necessary permits obtained.
6. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
7. Noise generated from any Rural Retail Tourism use, including musical performances, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
8. All parking areas must be designated. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
9. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
10. Structures must meet all applicable Building Code regulations and septic ordinances.
11. The permittee shall upgrade the existing septic / holding tanks to a full septic system in compliance with MN Pollution Control Agency Chapter 7081 within one year of the approval date.
12. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval.
13. Pleasant Valley Road driveway site distances and access shall be further reviewed by the County Engineer and modifications or adjustments required by the applicant as may be directed.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

Whereupon the proclamation was declared duly **passed** and **adopted**.

Approved: June 15, 2022

_____
Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Christina Vollrath
Clerk of the Board

Conditional Use Permit Amendment

James Birkholz & Judith Erickson

PID 04.00186.00

17325 Pleasant Valley Raod

Franconia Township

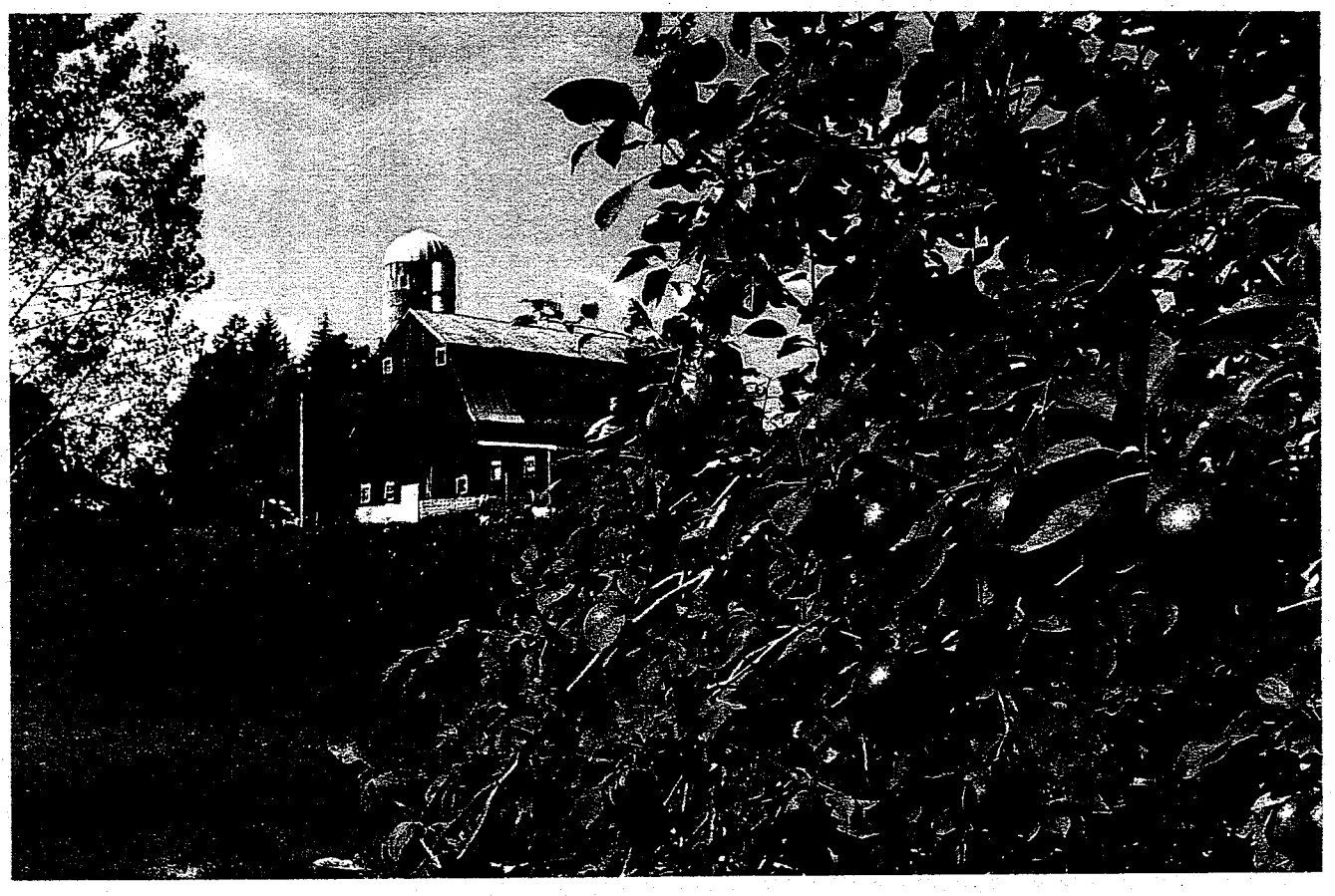


Photo from Pleasant Valley Orchard Website

Conditional Use Permit Amendment

The property owners wish to secure a Farm Winery License for the production and sale of hard cider and wine from apples, pears and other fruit grown onsite. In case of crop failure or shortages, the orchard will use imported products to produce cider. The proposed cider room will be located in the apple shed and cider will be served in the barn.

- The property owners seek to expand their season from August 1-May 15 to year-round operations.

- The property owners seek to expand their hours of operation from 9:00 am-9:00 pm seven days a week to 9:00 am-10:00 pm seven days a week.

- The property owners wish to add music performances in support of orchard activities.

- The property owners wish to rent out the restored barn and other buildings on the subject site for public and private gatherings, such as: family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with rural agricultural tourism.

- The orchard currently employs 30-35 people, with most being seasonal and part time. The property owners anticipate adding three part-time employees to facilitate cider sales in the first year.

Daily Attendance

- ~ 2,400 visit "bell curve" (*somewhat more in am vs pm*) flip crowd six time on busy day (late September – early October)

Parking Areas and Driveways

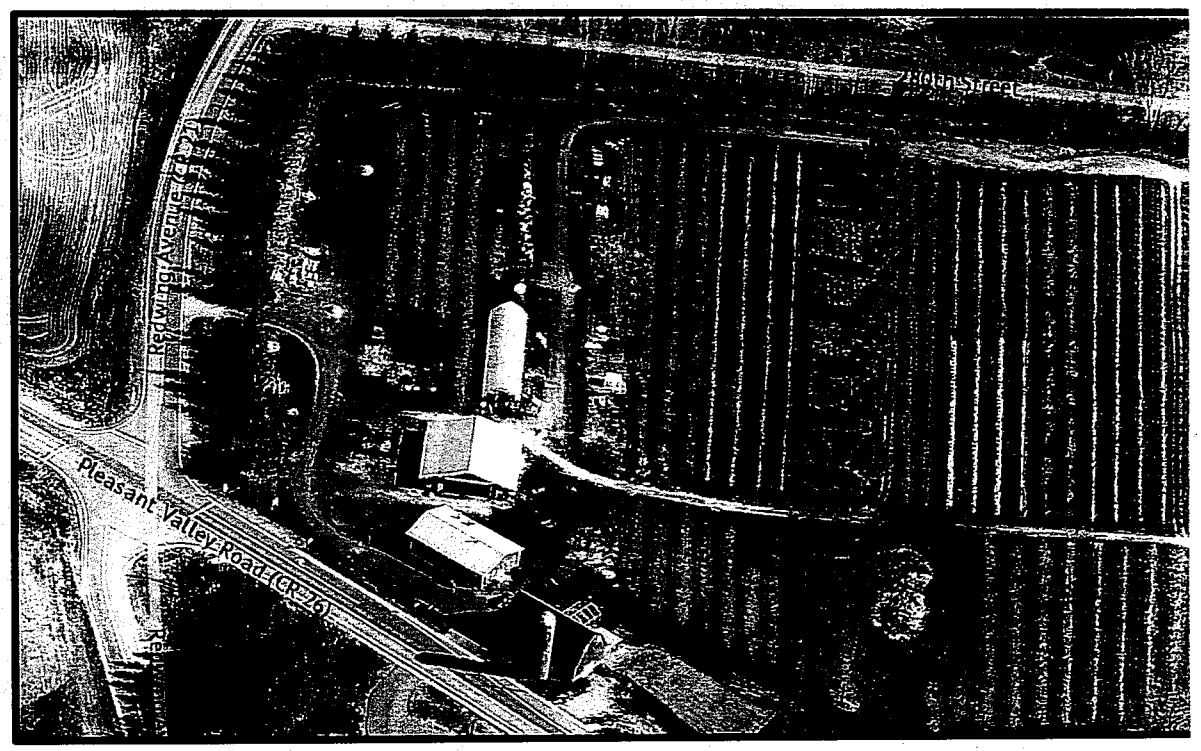
- 180 parking stalls
  - 80 stalls for strawberries
  - 100 stalls for orchard
- Never ran out of parking

Sanitation Facilities

- Guests use porta potties on holding tanks
- Staff & ADA accessibility use on-site facilities

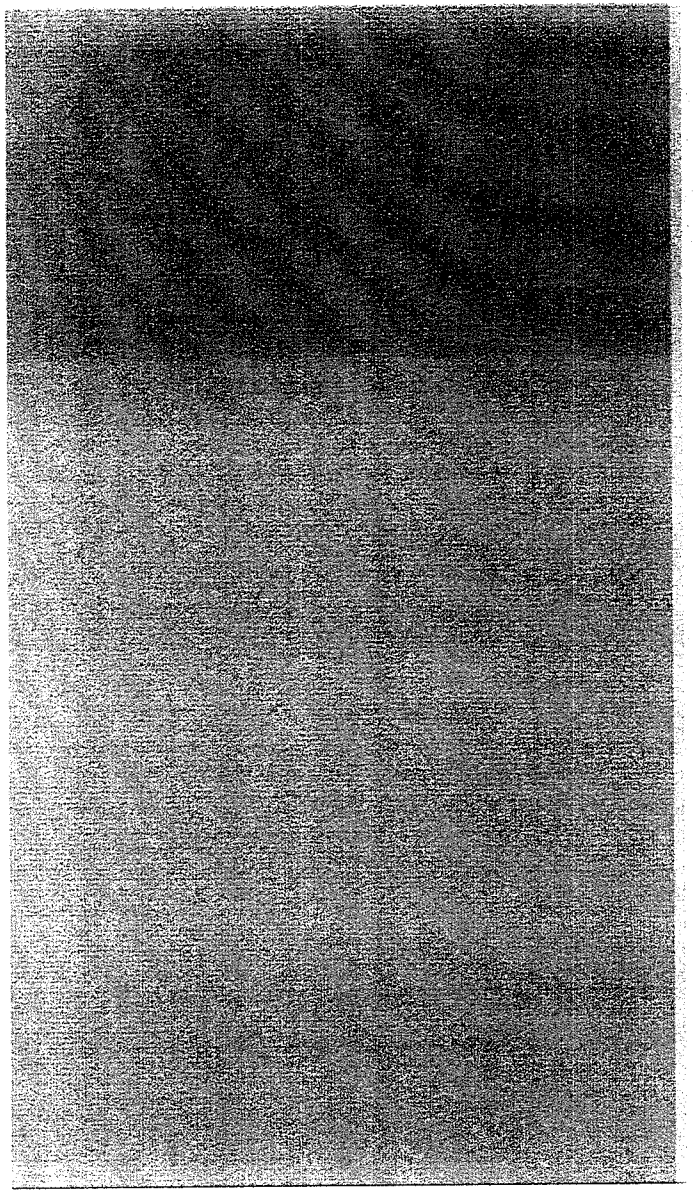
Rural Retail Tourism

- Preserve & celebrate rural/agricultural heritage
- Exceptional rural ambience
- Enhance Chisago County's appeal to visitors
- Opportunities for new economic growth
- Transition from primarily agricultural to expanded rural business opportunities



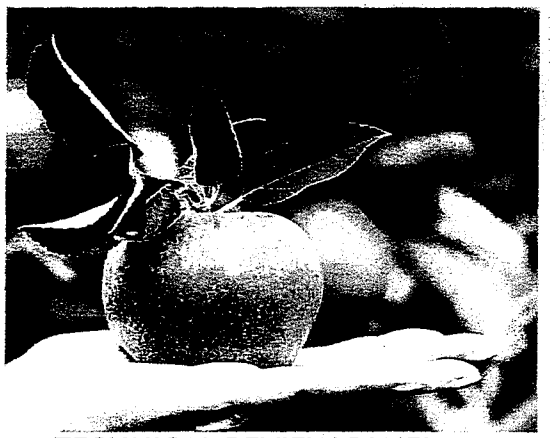
Current Details

Phase 2 Parking Area of Site Plan – accommodate up to 3,600 people per day & more if needed



Date	Action
July 1994 (Original CUP)	Planning Commission **recommended approval of CUP** to an orchard with conditions.
August 1994 (Original CUP)	County Board **approved CUP** to allow an orchard with the following conditions: 1. Hours of operation limited to 9:00 am – 9:00 pm. 2. Months of operation from August 1st to February 1st.
July 2006 (CUP Amendment #1)	Planning Commission **recommended approval of CUP Amendment** to allow the addition of commercial outdoor recreation, additional items of produce for sale, an expanded season and a licensed kitchen on premises with conditions.
July 2006 (CUP Amendment #1) *red = conditions are proposed by property owner to be amended as part of current CUP Amendment request	County Board **approved CUP Amendment** to allow the addition of commercial outdoor recreation, additional items of produce for sale, an expanded season and a licensed kitchen on premises with the following conditions: 1. Berries to be added to the permitted list of goods sold. 2. Amend opening date of orchard operation from August 1 to May 15. 3. Amend Conditional Use Permit to include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626, to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be met and appropriate permits obtained. 4. Parking area must be designated. 5. Accessory structures must meet all applicable building code regulations and septic ordinances.
June 2022 (CUP Amendment #2)	Planning Commission conducts public hearing to consider CUP Amendment #2.

Review Process



TECHNICAL REVIEW PANEL
MAY 11, 2022

COMMENTS / IDENTIFIED CONCERNS:

* DISCUSSED BUSINESS EXPANSION & PARKING

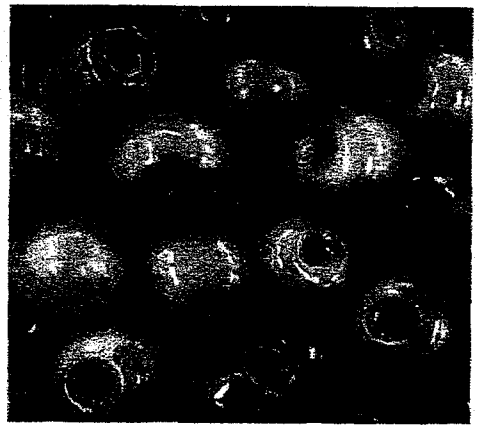
* REQUIRED TO UPGRADE TO TYPE 1 SEPTIC SYSTEM PART OF PROPOSED EXPANSION

* COUNTY ENGINEER HAS NO CONCERNS AS LONG AS THERE IS NOT CHANGE TO EXISTING ACCESS



FRANCONIA TOWN BOARD REVIEW
MAY 17, 2022

RECOMMENDED AMENDMENT APPROVAL WITH NO CONDITIONS



60-DAY
REVIEW PERIOD

EXPIRES JULY 1, 2022

Proposed
Findings
1 - 8

per Zoning Ordinance
Section 8.04 C.

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

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

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

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

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

Finding #6
See Finding #5

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

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

arring any new or unknown evidence of compliance discovered after the completion of this report, or during the course of the public hearing, **taff recommends approval of the CUP Amendment with conditions**

The property owner's proposed Amendments are shown in red; staff's proposed adjustments and/or updates are shown in blue; and, those conditions with no proposed Amendments or adjustments are shown in black.

Recommended Condition(s):

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners in August 1994 (original CUP) and July 2006 (Amendment #1) granting approval to operate Pleasant Valley Orchard, featuring seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts, in the AG District.
2. This Conditional Use Permit Amendment shall allow year-round use of the property for Rural Retail Tourism. The specific uses allowed shall include an orchard, commercial outdoor recreation, winery and gathering venue. The orchard shall be allowed seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts. The gathering venue shall include the use of all existing buildings onsite for such activities as family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with Rural Retail Tourism.
3. The property shall be developed and used in accordance with the site plans and written narrative dated received April 29, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.

ecommended Condition(s): The property owner's proposed Amendments are shown in red; staff's proposed adjustments and/or updates are hown in blue; and, those conditions with no proposed Amendments or adjustments are shown in black.

. Hours of operation shall be limited to 9:00 am – 10:00 pm, seven days a week.

. The use shall include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626, to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be adhered to and all necessary permits obtained.

. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.

. Noise generated from any Rural Retail Tourism use, including musical performances, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.

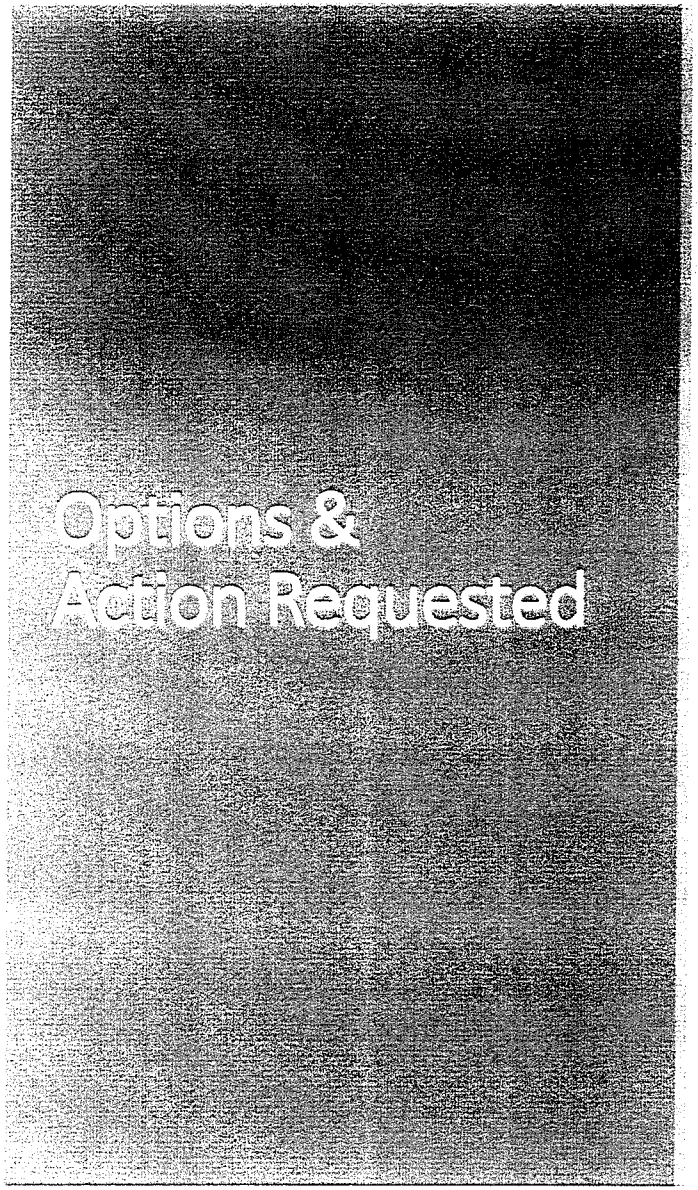
. All parking areas must be designated. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.

. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.

0. Structures must meet all applicable Building Code regulations and septic ordinances.

1. The permittee shall upgrade the existing septic / holding tanks to a full septic system in compliance with MN Pollution Control Agency Chapter 7081 within one year of the approval date.

2. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval.



OPTIONS:

1. Recommend that the County Board **approve** the Conditional Use Permit with findings of fact and conditions presented or amended.

1. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

1. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 1, 2022.

ACTION REQUESTED:
Motion to adopt Resolution No. PC2022-0603, a resolution recommending approval of an Amendment to a Conditional Use Permit allowing Rural Retail Tourism on property located at 17325 Pleasant Valley Road / CSAH 26 in Franconia Township, with conditions as presented or amended.

Staff Report

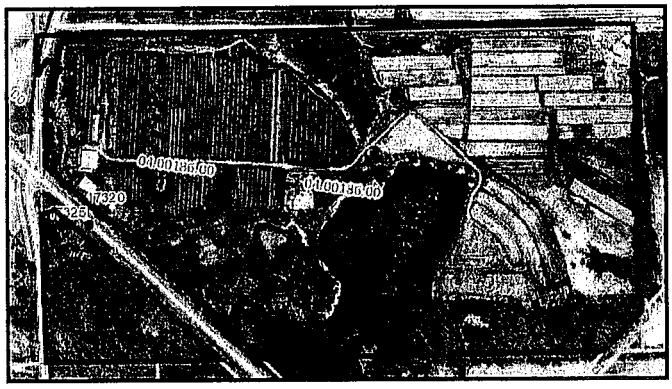
TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Conditional Use Permit Amendment
17325 Pleasant Valley Road, Franconia Township
DATE: June 2, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider an Amendment to a Conditional Use Permit (CUP) allowing an orchard and commercial outdoor recreation in the Agricultural (AG) District. Other proposed Amendments include the addition of a winery and gathering venue to the list of approved uses, as well as modification to the hours of operation, modification to allow year-round operation, and addition of musical performances. The business is known as Pleasant Valley Orchard.

SITE & APPLICATION INFORMATION

Applicant(s):	James Birkholz & Judith Erickson
Property Owner(s):	James Birkholz & Judith Erickson
Location:	17325 Pleasant Valley Road Franconia Township Section 17, Township 33, Range 19
PID:	04.00186.00
Property Area:	71.20 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
West:	Agricultural (AG) District
East:	Agricultural (AG) District
Date Application Complete:	May 2, 2022
60-Day Review Period:	July 1, 2022



BACKGROUND & PROPOSAL ANALYSIS

The owners of Pleasant Valley Orchard, James Birkholz & Judith Erickson, have requested a Conditional Use Permit (CUP) Amendment in order to expand their existing orchard operation. The proposed Amendment would allow the property owners to add a winery and gathering venue, as well as modify other previously approved conditions pertaining to hours of operation and length of season and add musical performances.

The property owners obtained their original CUP in 1994. The original CUP granted approval "to operate Pleasant Valley Orchard, featuring seasonal sale of apples, pumpkins, Indian corn, cider, baked goods and crafts". An Amendment was granted in 2006 to add the sale of berries, amend the opening date / start of season from August 1st to May 15th, and add the use of a commercial kitchen for the preparation and sale of baked goods and other orchard related food items. The current CUP Amendment request

will be the second Amendment to the 1994 Conditional Use Permit. The table below provides a recap of the history of the CUP and approved conditions:

Date	Action
July 1994 (Original CUP)	Planning Commission **recommended approval of CUP** to an orchard with conditions.
August 1994 (Original CUP)	County Board **approved CUP** to allow an orchard with the following conditions: 1. Hours of operation limited to 9:00 am – 9:00 pm. 2. Months of operation from August 1st to February 1st.
July 2006 (CUP Amendment #1)	Planning Commission **recommended approval of CUP Amendment** to allow the addition of commercial outdoor recreation, additional items of produce for sale, an expanded season and a licensed kitchen on premises with conditions.
July 2006 (CUP Amendment #1) *red = conditions are proposed by property owner to be amended as part of current CUP Amendment request	County Board **approved CUP Amendment** to allow the addition of commercial outdoor recreation, additional items of produce for sale, an expanded season and a licensed kitchen on premises with the following conditions: 1. Berries to be added to the permitted list of goods sold. 2. Amend opening date of orchard operation from August 1 to May 15. 3. Amend Conditional Use Permit to include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626, to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be met and appropriate permits obtained. 4. Parking area must be designated. 5. Accessory structures must meet all applicable building code regulations and septic ordinances.
June 2022 (CUP Amendment #2)	Planning Commission conducts public hearing to consider CUP Amendment #2.

The applicants' written narrative and site plans (attached) offer the following information about the proposed CUP Amendment:

- The property owners wish to secure a Farm Winery License for the production and sale of hard cider and wine from apples, pears and other fruit grown onsite. In case of crop failure or shortages, the orchard will use imported products to produce cider. The proposed cider room will be located in the apple shed and cider will be served in the barn.
- The property owners seek to expand their season from August 1-May 15 to year-round operations.
- The property owners seek to expand their hours of operation from 9:00 am-9:00 pm seven days a week to 9:00 am-10:00 pm seven days a week.
- The property owners wish to add music performances in support of orchard activities.
- The property owners wish to rent out the restored barn and other buildings on the subject site for public and private gatherings, such as: family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with rural agricultural tourism.
- The orchard currently employs 30-35 people, with most being seasonal and part time. The property owners anticipate adding three part-time employees to facilitate cider sales in the first year.

Daily Attendance

In regard to total daily attendance, Birkholz stated that *"The high numbers occur on peak weekends in late September and early October. Attendance resembles a bell curve during our business day with*

somewhat more attendance at the beginning of the day than at the end. Visit times vary but we estimate that we "flip" our crowds on average about six times per business day. We estimate that 2,400 people visit on a busy day under our current arrangement and we have never run out of parking. With the proposed parking lot expansion, we can accommodate up to 3,600 people per day. Our site allows us to expand parking even more if the need should arise."

Parking Areas and Driveways

Birkholz has stated that the site currently has 180 parking stalls – 80 stalls for strawberries and 100 stalls for the orchard. The property owners plan to increase parking by an additional 150 stalls, bringing the total number of parking stalls up to 230. With the assumption of 4 people per car, Birkholz feels that this amount of parking will support the overall operation.

The site plans show ingress from Pleasant Valley Road / CSAH 26 and egress onto Red Wing Avenue / CSAH 21. Customer parking is located adjacent to these roadways.

The property owners have provided a parking plan to illustrate location and number of parking stalls as well as ingress and egress.

Sanitation Facilities

During the Technical Review Committee meeting, Birkholz explained that all customers utilize porta potties on holding tanks with on-site facilities only available to staff and those customers needing ADA accessibility. The County Sanitarian stated that commercial businesses are not allowed to utilize holding tanks and any expansion of the commercial business will require installation of a Type 1 septic system.

Birkholz has inquired about the possibility of monitoring during the 2022 season with construction of the full septic system to be completed during the 2023 construction season and online for the 2023 orchard season. In response to Birkholz' inquiry, the Sanitarian has stated that the system needs to comply with MN Chapter 7081.0130. Chapter 7081 requires commercial businesses to have full septic systems and does not include provisions for water monitoring for sizing a business septic system. Staff has included a recommended condition of approval requiring the installation of a full septic system.

Rural Retail Tourism

When the original CUP and first CUP Amendment were processed, the County had not yet adopted the "Rural Retail Tourism" use. Zoning Ordinance Section 4.15 Rural Retail Tourism states that the purposes of Rural Retail Tourism are to:

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

Further, allowable Rural Retail Tourism businesses shall include such things as farm or other historical heritage attractions, single family residential rental properties for retreats, crafting, weddings, receptions, bed & breakfasts; small-scale, low impact special events or music festivals, corn mazes,

holiday celebrations and harvest festivals, country-craft/antique shops, unique local venues providing for the sale and serving of locally produced raw and/or value-added agricultural products, goods and services, and other reasonably related merchandise, and other uses determined by the Department to be similar in nature and scope.

Staff suggests that the existing and proposed uses fit well within this use category and suggests that the CUP Amendment, if approved, be approved as Rural Retail Tourism.

Technical Review Committee

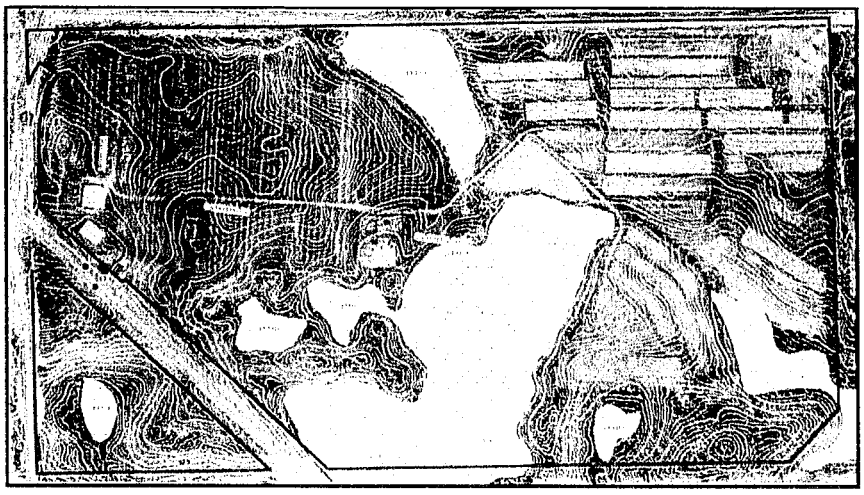
As part of the review process, the Technical Review Committee met with Mr. Birkholz on May 11th.

- The group discussed the proposed business expansion and parking.
- The County's Sanitarian commented that the business is currently utilizing a holding tank and will be required to upgrade to a Type 1 septic system as part of the proposed expansion.
- The County Engineer commented that he has no concerns as long as there is no change to the existing access.

SITE ANALYSIS

The subject site is located at the intersection of Redwing Avenue / CSAH 21 and 280th Street with Pleasant Valley Road / CSAH 26 bisecting the property and creating a boundary between the property owner's dwelling and Pleasant Valley Orchard. The business portion of the property is located east of Pleasant Valley Road / CSAH 26 and includes approximately 63 acres; the residential portion of the property is located west of Pleasant Valley Road / CSAH 26 and includes approximately 5.2 acres. The balance of the property was likely dedicated to the County for roadway purposes (CSAH 26) at some point in time. The business has access to both Pleasant Valley Road / CSAH 26 and Redwing Avenue / CSAH 21. Based on the County's GIS Viewer and application materials, it appears that the subject site currently includes four large structures easterly of Pleasant Valley Road / CSAH 26, including: a 64' x 56' apple shed, a 64' x 64' pole shed, a restored barn, and a high tunnel.

The western portion of the property, including the entire residential portion, is located in the Shoreland Management District due to proximity to Colleen Lake and Johnson Lake. Focusing on the business portion of the property, the topography includes elevations ranging from 900' near the southern property boundary (small wetland area) to 967' near the southern property boundary at the location of the buildings that front Pleasant Valley Road / CSAH 26. The site also includes a significant amount of wetlands. The contours and wetlands are illustrated below.



The subject site is surrounded by large tracts of land used for agricultural purposes and agricultural homesteads. Aside from the property owner's residence, other nearby residential dwellings are located approximately 135' north of 280th Street (Elfstrom) and approximately 135' south of the southern property boundary (Rehbein). All surrounding properties are zoned Agricultural (AG) District.

FINDINGS OF FACT

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

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

Finding #1 *The proposed CUP Amendment is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:*

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*
- *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The County finds that the proposed CUP Amendment will have no impact on such public facilities and utilities as parks and schools. While there may be an increase in traffic on Pleasant Valley Road / CSAH 26, Redwing Avenue / CSAH 21 and surrounding roadways, this increase will not be considered excessive. Further, the County State Aid Highways have been designed and are maintained to handle large amounts of traffic.*

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

Finding #3 *The proposed use is bordered by three roadways, including Pleasant Valley Road / CSAH 26, Red Wing Avenue / CSAH 21 and 280th Street, and is largely surround by agricultural land. The existing use and proposed expansion themselves are agricultural in nature.*

Given that Pleasant Valley Orchard was first granted Conditional Use Permit approval in 1994 and the County is not aware of any negative impact to surrounding properties, there is no evidence to suggest that the proposed expansion would have a negative impact.

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

Finding #4 *The existing and proposed uses incorporate agricultural structures for business purposes. The County finds that the proposed use and site has an appearance that fits well into the immediate area and Agricultural (AG) District as a whole.*

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

Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism as Conditional Uses in the AG District. In addition, Section 4.15 of the Chisago County Zoning Ordinance specifically encourages the development of Rural Retail Tourism, with the following specific goals:*

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

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

Finding #6 *See Finding #5*

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

Finding #7 *It is anticipated that there will be an increase in traffic on Pleasant Valley Road / CSAH 26 and Red Wing Avenue / CSAH 21 as guests arrive and depart from the Rural Retail Tourism use. However, the County Engineer was given the opportunity to review the proposed use and did not request any additional roadway improvements (i.e. turn lanes). Further, the County Engineer noted that he had no concern with the proposed expansion so long as there were no changes to existing accesses.*

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

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism use (winery, gathering venue, musical performances) may be a potential concern to nearby properties / property owners. However, the County*

believes that limiting hours of operation from 9:00 am – 10:00 pm will address the potential for intrusion of noise.

TOWNSHIP RECOMMENDATION

The Franconia Town Board reviewed the proposed CUP at its May 17th meeting. The Town Board recommended approval of the CUP Amendment with no conditions.

STAFF RECOMMENDATION

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

The proposed conditions incorporate the property owner's desired Amendments and additional staff-proposed adjustments in an effort to cleanly incorporate all approved land uses and provide clarification. The property owner's proposed Amendments are shown in red; staff's proposed adjustments and/or updates are shown in blue; and, those conditions with no proposed Amendments or adjustments are shown in black.

Recommended Condition(s):

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners in August 1994 (original CUP) and July 2006 (Amendment #1) granting approval to operate Pleasant Valley Orchard, featuring seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts, in the AG District.
2. This Conditional Use Permit Amendment shall allow year-round use of the property for Rural Retail Tourism. The specific uses allowed shall include an orchard, commercial outdoor recreation, winery and gathering venue. The orchard shall be allowed seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts. The gathering venue shall include the use of all existing buildings onsite for such activities as family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with Rural Retail Tourism.
3. The property shall be developed and used in accordance with the site plans and written narrative dated received April 29, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
4. Hours of operation shall be limited to 9:00 am – 10:00 pm, seven days a week.
5. The use shall include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626, to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be adhered to and all necessary permits obtained.
6. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
7. Noise generated from any Rural Retail Tourism use, including musical performances, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted

beyond the subject site's property boundaries.

8. All parking areas must be designated. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
9. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
10. Structures must meet all applicable Building Code regulations and septic ordinances.
11. The permittee shall upgrade the existing septic / holding tanks to a full septic system in compliance with MN Pollution Control Agency Chapter 7081 within one year of the approval date.
12. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with findings of fact and conditions presented or amended.

2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 1, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0603, a resolution recommending approval of an Amendment to a Conditional Use Permit allowing Rural Retail Tourism on property located at 17325 Pleasant Valley Road / CSAH 26 in Franconia Township, with conditions as presented or amended.

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

ATTACHMENTS

1. Application materials:
   a. Application
   b. Written narrative
   c. Site plans
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2022-0603

CC: James Birkholz & Judith Erickson, property owners
County file

Recording Fee [illegible]

Permit # 22-570

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Base Fee 525.00

Wetland or Septic Fee

Plat Compliance Fee

TOTAL FEE 500

Street Location 17325 Pleasant Valley Road Tax Parcel # 04.00186.00

Legal Description N½ of NW¼, Sec. 17, Tshp 33N, R19W

Property Owner James Birkholz & Judith Erickson Day Phone [redacted]

Mailing Address 17325 Pleasant Valley Road, Shafer, MN 55074

Email Address [redacted]

Applicant (if different than owner) _____ Day Phone ( )

Mailing Address _____

Email Address _____

Type of Request:

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

Applicable section of ordinance: Section 8.04

Description of request: See attached page 1

If Variance application, provide a brief description of practical difficulty: _____

[signature] 4/29/2022

Signature of Applicant Date of Application

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

4/29/22

Date Received at Front Counter

7-1-22

60 – Day Review

Date of Public Hearing: Thurs June 2, 2022

5-2-22

DATE COMPLETE

TOWNSHIP PRESENTATION FORM

Street Location 17325 Pleasant Valley Road, Shafer, MN 55074

Legal Description N½ of NW¼, Sec. 17, Tshp 33N, R 19W

Owner Name Jim Birkholz & Judy Erickson Day Phone: [redacted]

Address: Same

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

Address: _____

Type of Request:

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

Description of Request: See attached page 1

Date of County Public Hearing: JUNE 2, 2022

Date of Township Presentation: MAY 17, 2022

TOWNSHIP ACTION TAKEN

Recommend Approval ☒ Recommend Denial ☐

Recommended Conditions: _____

Signature of Township Officers: _____

_____

_____

_____ 4/29/2022
Signature of Applicant Date

CONTENTS

Pleasant Valley Orchard (PVO)—Application for CUP Amendment

1. Description of Request
2. Explanation of Business Operations and What Will Not Change
3. PVO Site History Related to Proposed CUP Amendment
4. PVO Location Map
5. PVO Surrounding Land Use and Property Boundary Map
6. PVO Site Plan
7. PVO "Apple Shed" floor plan including Cidermaking Room
8. "Restored Barn" Downstairs Floor Plan
9. "Restored Barn" Upstairs Floor Plan
10. PVO Existing Parking Plan, Phase 1
11. PVO Phase 2 Parking Plan
12. 2021 MN Statutes, Ch. 340A.315, "Farm Winery License"
13. Information Brief—Farm Wineries

Description of Request:

At this time, in 2022, the owners of this property James R. Birkholz and Judith L. Erickson wish to amend their Conditional Use Permit to also include:

1. The activities allowed by Minnesota Statutes Chapter 340A.315 (Farm Winery License Law), including the production of and sale (both on-site in a designated taproom area and off-site from a designated bottle shop area), and dispensing of free samples of, hard cider and wine from apples, pears and other fruit as allowed under a Farm Winery License issued by the Minnesota Department of Public Safety. It is the business goal of Pleasant Valley Orchard to produce ciders from its own fruit. In case of crop failure or shortages, the Orchard will operate in the spirit of M.S. 340A.315, Subd.4 and seek to use imported products to produce ciders only in the year of the crop shortage. A current Farm Winery License will be maintained.
2. Amend the opening date of Pleasant Valley Orchard to allow year around operation.
3. Allow hours of operation of 9:00 A.M. to 10:00 P.M. 7 days per week. Current orchard hours in season are 10:00 a.m. to 6:00 P.M., 7 days per week.
4. Music performances in support of orchard activities. Sound levels will be monitored to prevent nuisance.
5. Allow for seasonally appropriate rental of and activities in the restored barn and other buildings on the Pleasant Valley Orchard site to individuals and public and private groups for the purpose of:
    a. Family gatherings and private parties such as: groom's dinners, bridal showers, engagement parties, birthday celebrations, anniversary celebrations, and baby showers;
    b. Craft and vendor fairs compatible with current zoning;
    c. Business meetings, corporate gatherings and retreats;
    d. Educational, art activities and workshops; and,
    e. Other activities compatible with rural agricultural tourism.

A permit will be obtained and maintained from the Alcohol and Tobacco Tax and Trade Bureau of the United States Department of the Treasury regarding the production, distribution, labeling, advertising, trade and pricing practices, container characteristics and alcoholic content of each alcoholic beverage. All applicable Minnesota Department of Public Safety regulations and Chisago County liquor licensing requirements will be met.

Parking will be provided as follows:

Phase 1 will consist of the current parking plan detailed on the attached map (attach. ____). This plan is sufficient to provide for the safe and orderly parking of up to 100 cars and incorporates one way traffic flow with separate ingress and egress points for safety. Busy weekends are staffed by trained parking lot monitors.

Phase 2 which will be implemented based on need and will provide for 120 parking spaces in a configuration which will be very self-policing (see sheet C1). This plan can be modified to provide up to 150 parking spaces total. Parking surface will be compacted gravel. No overnight parking will be allowed.

1.

Explanation of Business Operations

Pleasant Valley Orchard is a family-owned business established by Jim Birkholz and Judy Erickson in 1990. We are committed to growing and providing quality apples, strawberries, pumpkins and fresh bakery products all in a family friendly environment. Current marketing seasons start with pick your own strawberries in June and July. Apple season starts Labor Day weekend and continues into December. Offerings include pre and weekend u-pick apples, a retail store with apples, fresh bakery and apple related merchandise. Outdoor activities such as hayrides and walking trails are also provided. Pumpkin season includes already picked and weekend u-pick opportunities.

Our business goal is to sell all we grow right at the farm (we also supply our Chisago Lakes schools). This application proposes to add our own made on the farm hard apple cider. Jim and Judy (owners) direct all of the operations on the farm with help from our son, Sam, who has joined the business. Jim will be the cidermaker as well as be the person responsible for complying with all cider related requirements. We are members of the Minnesota Cider Guild which puts us in contact with other cider makers and supports us in meeting all the requirements to make and serve hard cider.

In addition to Jim, Judy and Sam, the orchard employs approximately 30 to 35 employees with most being very seasonal and part time. We anticipate adding 3 part time employees to facilitate cider sales the first year.

What Will Not Change

We will continue to be a family-owned business providing a family friendly environment.

We will continue to be a good neighbor.

We will maintain high environmental protection standards in all we do recognizing our location in the St. Croix River Valley.

This request utilizes existing buildings and utilities—no new buildings are required to implement the activities requested in this CUP amendment. Portable toilets will continue to be rented for customer use. All weather portables will be rented for future operations that may occur during hotter or colder weather months. Wash water generated from cleaning hard cider equipment will be collected separately from sanitary sewer effluent and used to irrigate the orchard using approved best management practices for food safety on the farm and in a manner approved by Chisago County.

Pleasant Valley Orchard Site History related to proposed 2022 CUP amendment:

Pleasant Valley Orchard was established in 1990 by Jim Birkholz and Judy Erickson. The first major planting took place in 1991. A retail store and apple packing and storage was opened in the old dairy barn in the fall of 1993.

A Conditional Use Permit was approved by the Chisago County Board August 19, 1994 to allow the applicants, James R. Birkholz and Judith L. Erickson:

"To operate Pleasant Valley Orchard featuring seasonal sales of apples, pumpkins, Indian corn, cider, baked goods and crafts." The board added based on the recommendation of Franconia Township **"that the products sold at this site should be principally locally grown produce, and at least 50% of the gross receipts be comprised of this locally grown produce."**

Additional special conditions were: **Hours of operation limited to 9:00 am to 9:00 pm, months of operation from August 1 to February 1.**

The CUP document was filed with the county recorder on Nov. 30, 1994 at 8:25 am and was recorded as Microfilm No. 268125, Eleanor Trippler, County Recorder

In 2006 in response to increasing customer requests for more food related items that complimented apples and strawberries, Jim and Judy applied for permits to remodel an existing pole shed to include a state licensed kitchen, packing area, walk in cooler and new retail store. These changes ensured that food related health and safety measures could be achieved more easily than in the old dairy barn.

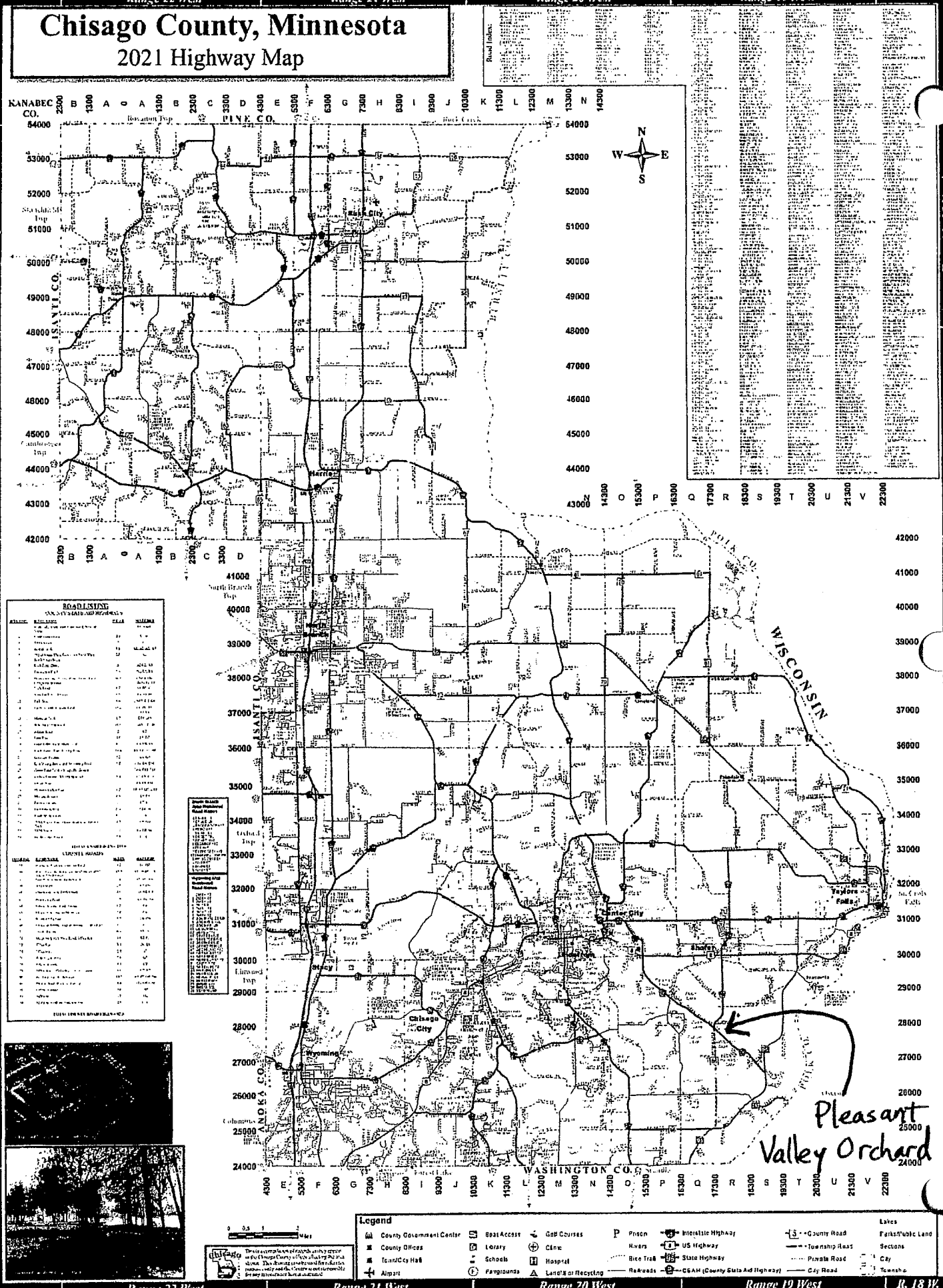
On July 19, 2006 the Chisago County Board approved an amendment to the above CUP containing the following special conditions:

1. **Berries be added to the permitted list of goods sold.**
2. **Amend opening date of orchard operation from August 1 to May 15.**
3. **Amend conditional use permit to include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626 to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be met and appropriate permits obtained.**
4. **Parking area must be designated.**
5. **Accessory structures must meet all applicable building code regulations and septic ordinances.**

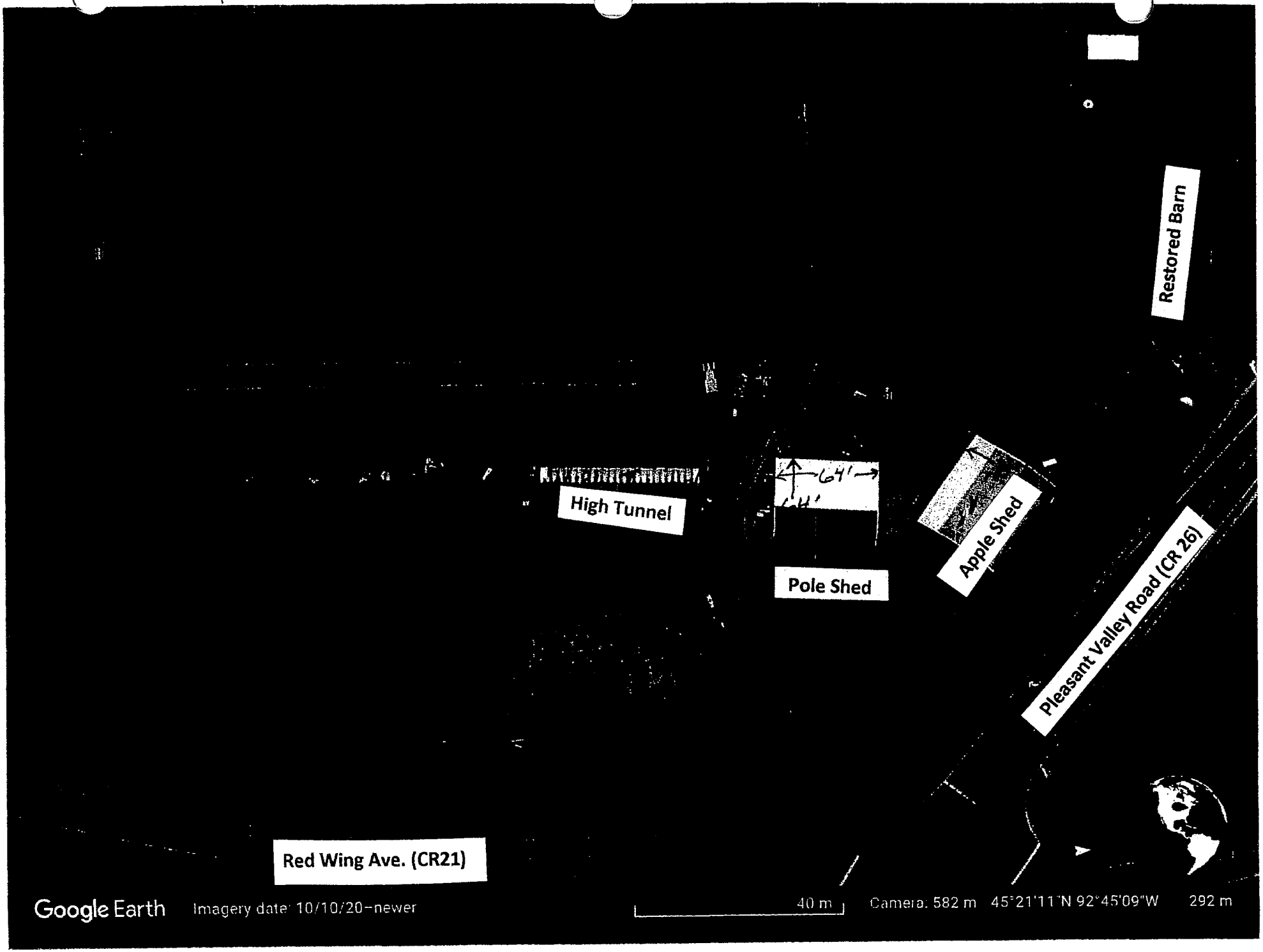
This document did not get recorded by the County Recorder until 3/19/2019.

Chisago County, Minnesota

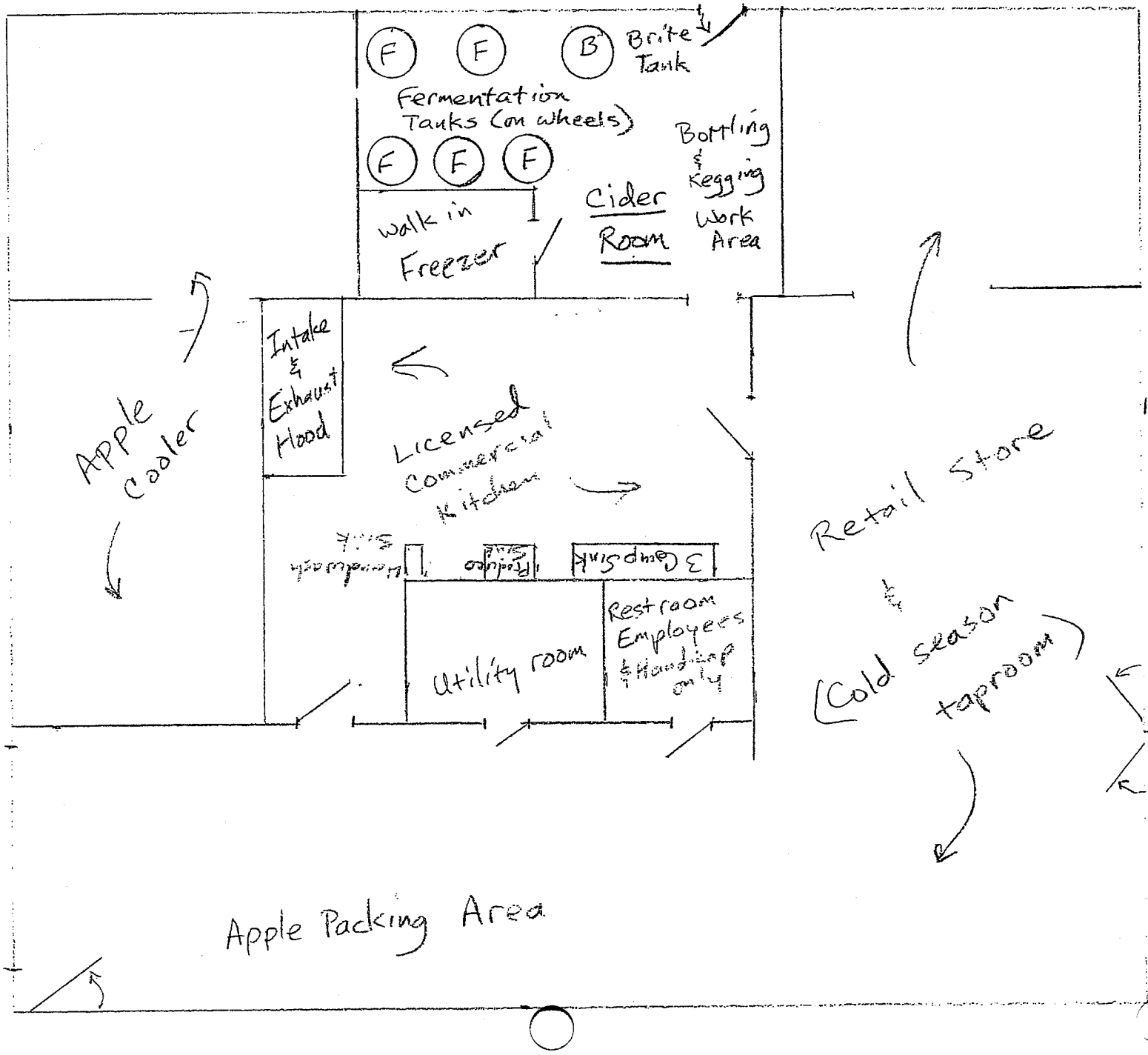
2021 Highway Map



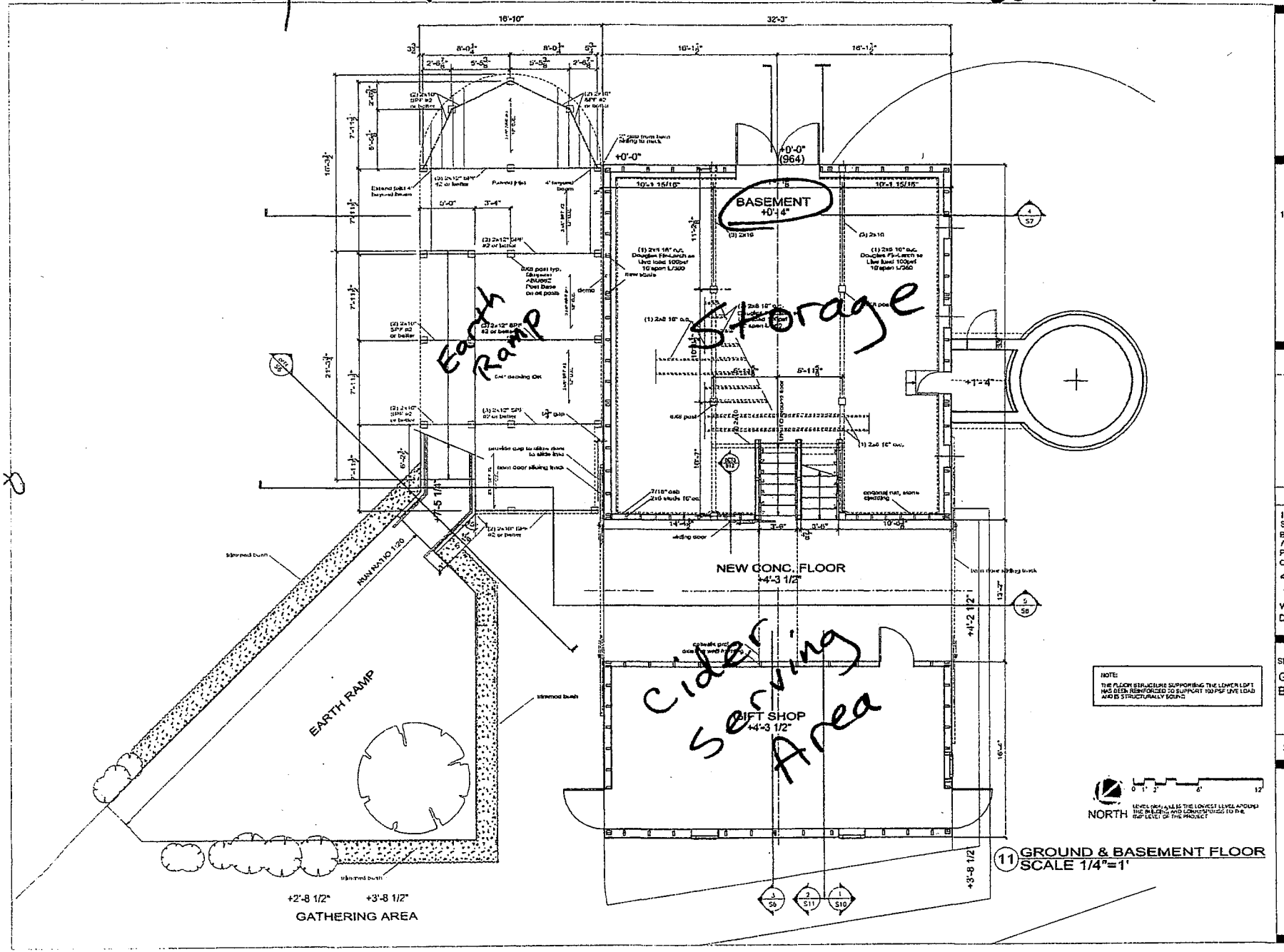
Pleasant Valley Orchard Site Plan – no new buildings proposed



Pleasant Valley Orchard Apple Shed & Cider Room (Bldg size: 64'L x 56'W)



Pleasant Valley Orchard- Barn Basement & Ground Level



11 GROUND & BASEMENT FLOOR
SCALE 1/4"=1'

Pleasant Valley Orchard
Shafer, MN
Barn Renovation

ADDRESS

17325 Pleasant Valley Road, Shafer, MN 5

CONTACT:

Jim Birkholz
651-808-2258
pvojrb@gmail.com

Commission Number XXXXX | Date 04/20/2020

Becklin & Whitney Consulting Engineers, I
139 1st Ave. E, Suite 100
P.O. Box 471
Cambridge, MN 55008
Phone: (763) 689-5631
Fax: (763) 552-5631

Drawn ROBERTO F. CICERC | Checked

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

William A Becklin

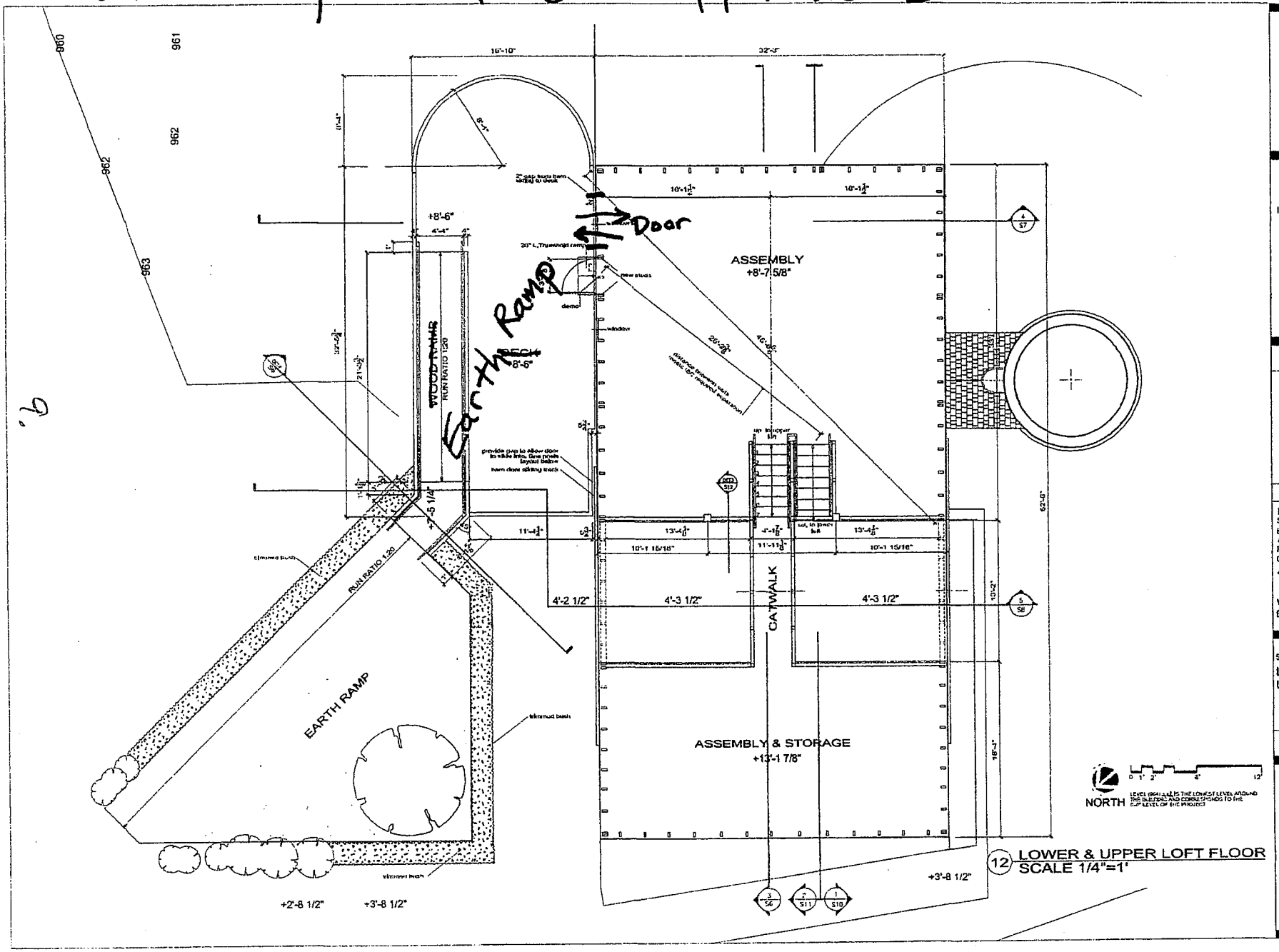
William A. Becklin, P.E.
DATE: 02/26/2020 LIC. NO. 18494

Sheet Name
GROUND FLOOR
BASEMENT FLOOR

SCALE 1/4"=1'

Sheet
S3

Pleasant Valley Orchard - Barn Upper Levels



PLEASANT VALLEY ESTD 1990 ORCHARD

Pleasant Valley Orchard
Shafer, MN
Barn Renovation

ADDRESS

17325 Pleasant Valley Road, Shafer, MN 5

CONTACT:

Jim Birkholz
651-808-2258
pvojrb@gmail.com

Commission Number	Date
XXXXX	04/20/2020

Becklin & Whitney Consulting Engineers, I
139 1st Ave. E, Suite 100
P.O. Box 471
Cambridge, MN 55008
Phone: (763) 689-5631
Fax: (763) 552-5631

Drawn ROBERTO F. CICERO Checked

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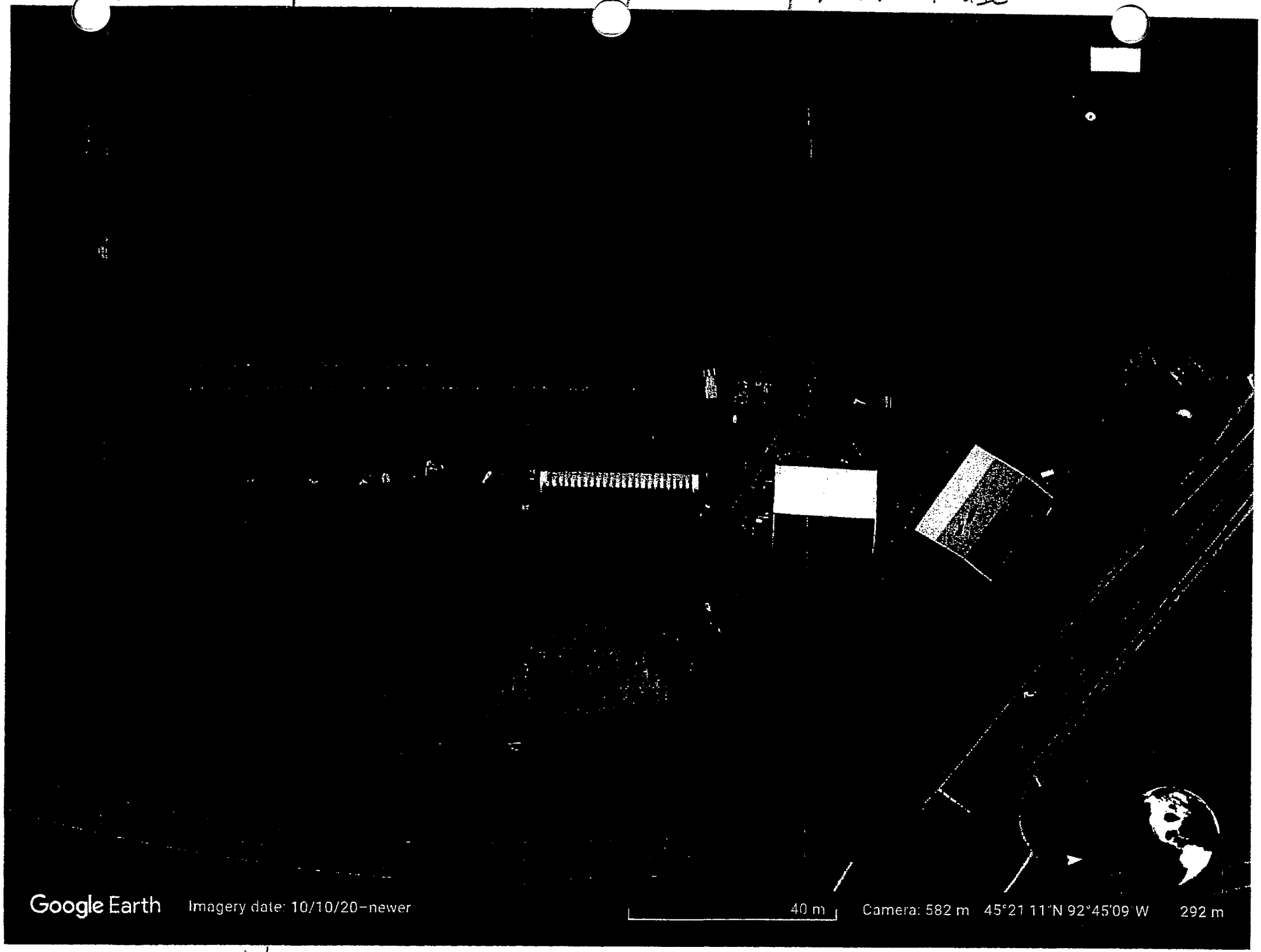
William A. Becklin, P.E.
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Sheet Name
LOWER LOFT &
UPPER LOFT FLOOR PLAN

SCALE 1/4"=1'

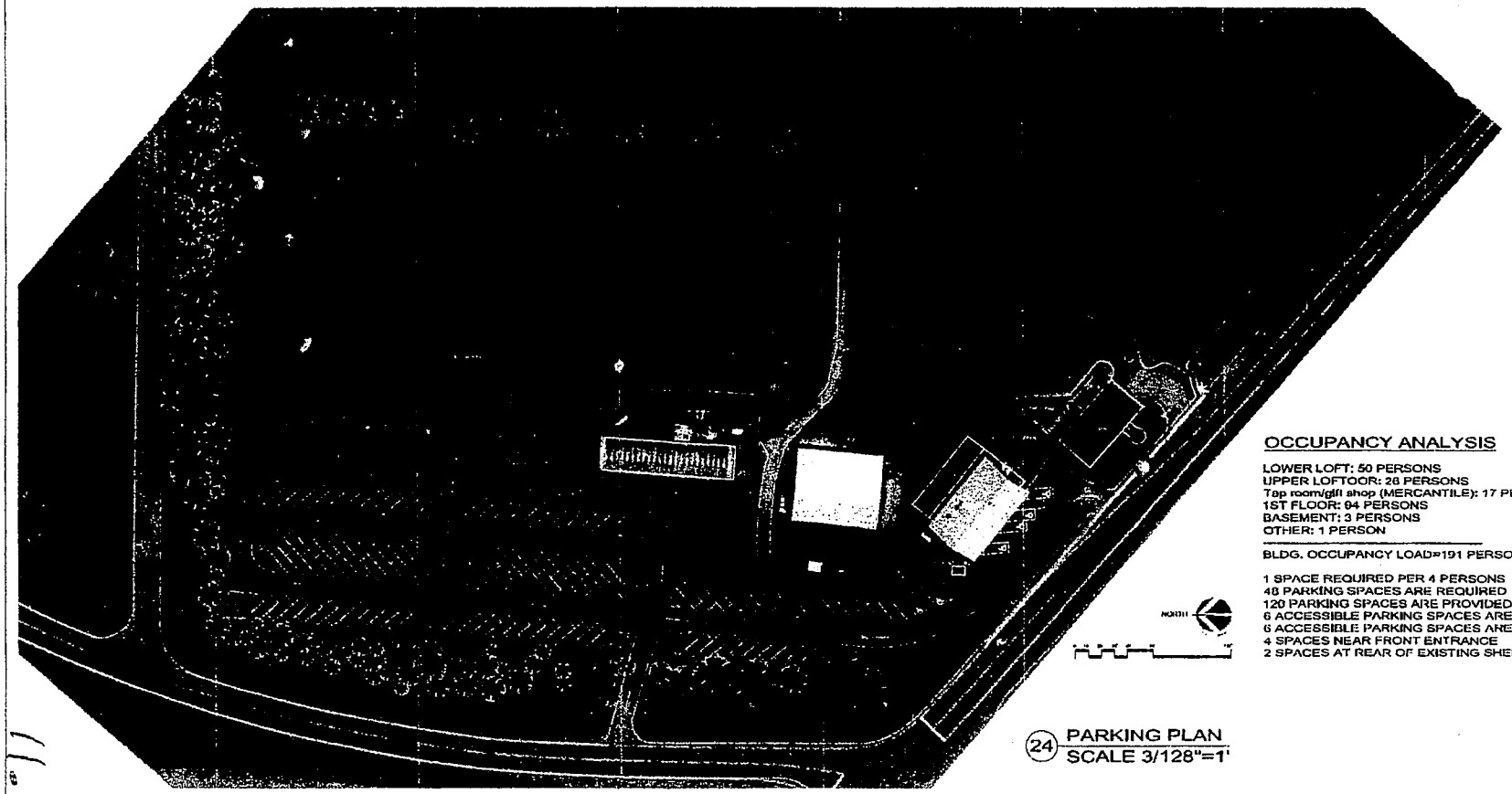
Sheet
S4

Pleasant Valley Church - Existing Parking Plan - Phase 1



N

Pleasant Valley Orchard – Phase 2 Parking Plan



24 PARKING PLAN
SCALE 3/128"=1'

OCCUPANCY ANALYSIS

LOWER LOFT: 50 PERSONS
UPPER LOFTOOR: 26 PERSONS
Tap room/gift shop (MERCANTILE): 17 PERSONS
1ST FLOOR: 94 PERSONS
BASEMENT: 3 PERSONS
OTHER: 1 PERSON

BLDG. OCCUPANCY LOAD=191 PERSONS

1 SPACE REQUIRED PER 4 PERSONS
48 PARKING SPACES ARE REQUIRED
120 PARKING SPACES ARE PROVIDED
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MINNESOTA
COUNCIL ON DISABILITY

Disability Parking Quick Reference Design Guide

Published October 2015. Revised October 2017

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Important information: "Van accessible" signage is not required by Minnesota State Building Code when all disability parking spaces have access aisles that are a minimum of 96 inches wide and have a minimum of 98 inches vertical clearance. The Federal ADAAG being interpreted to require van accessible signage on at least 1 for every 6 van accessible spaces. You may also put van accessible signage on all of your compliant spaces and reduce user confusion. To protect your business, please consider adding van accessible signage to your disability parking.



- Be at least 8 feet wide.
- Have an adjacent 8-foot wide access aisle (preferably on the passenger side if there is only one accessible space). Van parking spaces that are angled shall have access aisles located on the passenger side of the parking space.
- Have a permanently mounted "No Parking" sign centered at the head of the access aisle space UNLESS that sign would obstruct a curb ramp or pedestrian route. If that is the case, "No Parking" shall be painted on the access aisle surface. (The sign may also be posted on a building at the head end of the access aisle as long as it's not more than 8 feet away.)
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Accessible parking spaces must:

- Be located on the shortest possible accessible route to the building entrance.
- Have a permanently mounted sign centered at the head of the space, which is between 60 inches (minimum) and 66 inches (maximum) from the parking surface to the bottom of the sign.
- The sign shall be at least 12 inches by 18 inches and display the international symbol of access in white on blue and indicate that a vehicle ID is required and that violators are subject to a fine of up to $200.



Table 1: Minimum number of required spaces

Total Number of Parking Spaces	Required Numbered of Accessible Spaces
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26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2% of total parking spaces
1001 and over	20 spaces plus 1 for each 100 over 1000

Note: Apartment buildings, dormitories and similar building types require a minimum of 2% disability parking. Outpatient hospital facilities require 10% and rehabilitation facilities/physical therapy facilities require 20% disability parking.

For detailed information, refer to Section 502 of the [illegible] (https://codes.iccsafe.org/public/document/code/285/3948143).

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Shafer, MN
Barn Renovation

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Sheet Name

PARKING PLAN

SCALE: 3/128"=1'

Sheet
C1

340A.315 FARM WINERY LICENSE.

Subdivision 1. **Licenses.** The commissioner may issue a farm winery license to the owner or operator of a farm winery located within the state and producing table, sparkling, or fortified wines. Licenses may be issued and renewed for an annual fee of $50, which is in lieu of all other license fees required by this chapter.

Subd. 2. **Sales.** A license authorizes the sale, on the farm winery premises, of table, sparkling, or fortified wines produced by that farm winery at on-sale or off-sale, in retail, or wholesale lots in total quantities not in excess of 75,000 gallons in a calendar year, glassware, wine literature and accessories, cheese and cheese spreads, other wine-related food items, and the dispensing of free samples of the wines offered for sale. Sales at on-sale and off-sale may be made on Sundays between 10:00 a.m. and 12:00 midnight. Labels for each type or brand produced must be registered with the commissioner, without fee prior to sale. A farm winery may provide samples of distilled spirits manufactured pursuant to subdivision 7, on the farm winery premises, but may sell the distilled spirits only through a licensed wholesaler. Samples of distilled spirits may not exceed 15 milliliters per variety.

Subd. 3. **Applicability.** Except as otherwise specified in this section, all provisions of this chapter govern the production, sale, possession, and consumption of table, sparkling, or fortified wines produced by a farm winery.

Subd. 4. **Minnesota products.** If Minnesota-produced or -grown grapes, grape juice, other fruit bases, or honey is not available in quantities sufficient to constitute a majority of the table, sparkling, or fortified wine produced by a farm winery, the holder of the farm winery license may file an affidavit stating this fact with the commissioner. If the commissioner, after consultation with the commissioner of agriculture, determines this to be true, the farm winery may use imported products and shall continue to be governed by the provisions of this section. The affidavit is effective for a period of one year, after which time the farm winery must use the required amount of Minnesota products as provided by subdivision 1 unless the farm winery holder files a new affidavit with the commissioner.

[See Note.]

Subd. 5. [Repealed, 1985 c 12 s 2]

Subd. 6. **On-sale licenses allowed.** Nothing in this section or in any other section of law prevents a farm winery from obtaining a separate on-sale license and operating a business establishment that utilizes that license in conjunction with and within the physical facilities of the winery and its buildings.

Subd. 7. **Distilled spirits permitted.** Farm wineries licensed under this section are permitted to manufacture distilled spirits as defined under section 340A.101, subdivision 9, which may exceed 25 percent alcohol by volume, made from Minnesota-produced or Minnesota-grown grapes, grape juice, other fruit bases, or honey. The following conditions pertain:

(1) no farm winery or firm owning multiple farm wineries may manufacture more than 5,000 gallons of distilled spirits in a given year, and this 5,000 gallon limit is part of the 50,000 gallon limit found in subdivision 2;

(2) a farm winery may not sell at on-sale, off-sale, or wholesale, a distilled spirit that does not qualify as a Minnesota spirit. For purposes of this section, to qualify as a Minnesota spirit, 50 percent of the distilled spirit must be processed and distilled on premises. Distilled spirits produced or in production prior to July 1, 2017, are not counted as part of the calculations under this clause;

(3) farm wineries must pay an additional annual fee of $50 to the commissioner before beginning production of distilled spirits; and

(4) farm wineries may not sell or produce distilled spirits for direct sale to manufacturers licensed under section 340A.301, subdivision 6, paragraph (a).

§ Subd. 8. **Bulk wine.** Farm wineries licensed under this section are permitted to purchase and use bulk wine, provided that:

(1) the quantity of bulk wine in any farm winery's annual production shall not exceed ten percent of that winery's annual production;

(2) the bulk wine under subdivision 4 shall be counted as a portion of the 49 percent of product that need not be Minnesota-grown and may be imported from outside Minnesota; and

(3) the bulk wine must be blended and not directly bottled.

"Bulk wine," as used in this subdivision, means fermented juice from grapes, other fruit bases, or honey.

Subd. 9. **Agricultural land.** A farm winery license must be issued for operation of a farm winery on agricultural land, operating under an agricultural classification, zone, or conditional use permit. Farm wineries with licenses issued prior to March 1, 2012, are exempt from this provision.

Subd. 10. **Storage.** A farm winery may store finished wine and distilled spirits in a noncontiguous warehouse location, provided that the chosen location complies with Minnesota Rules, part 7515.0300, subpart 12, and any other state or federal requirements. Cartage of finished goods between the farm winery and warehouse must be continuously in the possession of a motor carrier of property as defined in section 221.012, subdivision 27, or carried in a motor vehicle owned, leased, or rented by the farm winery.

Subd. 11. **Bulk wine or distilled spirits.** If no wholesaler is able to provide bulk wine or bulk distilled spirits, a farm winery may purchase either bulk wine or bulk distilled spirits for purposes allowed under this chapter from any available source allowed under federal law.

History: *1985 c 12 s 1; 1985 c 134 s 1; 1985 c 305 art 5 s 15; 1Sp1985 c 16 art 2 s 3 subd 1; 1987 c 152 art 1 s 1; 1992 c 513 art 3 s 56; 2006 c 210 s 4-7; 2007 c 89 s 4; 2008 c 311 s 2,3; 2009 c 120 s 3,4; 2012 c 235 s 1,2; 2014 c 240 s 11-13; 1Sp2017 c 4 art 5 s 7*

NOTE: Subdivision 4 was declared facially unconstitutional in violation of the interstate dormant Commerce Clause of the United States Constitution in Alexis Bailly Vineyard, Inc. v. Harrington, 482 F.Supp.3d 820 (D. Minn. 2020).

INFORMATION BRIEF
Research Department
Minnesota House of Representatives
600 State Office Building
St. Paul, MN 55155

Colbey Sullivan, Legislative Analyst, 651-296-5047
Patrick McCormack, Director, 651-296-5048

Updated: June 2012

Farm Wineries - includes cideries

Farm wineries are given a special status in Minnesota's liquor laws, a policy chosen specifically to encourage and support the fledgling farm winery industry. State efforts also nurture grape growing and winemaking via financial and technical assistance, applied research and outreach, and tourism promotion. This information brief explains how farm wineries are regulated and the state's role in promoting and funding them. An appendix provides a timeline for grape breeding and winemaking in the state.

Liquor Regulations and Minnesota Wine

Wines produced at Minnesota farms are subject to the Minnesota Farm Wineries Act (Minn. Stat. § 340A.315). This statute allows a winery to manufacture wine in Minnesota and subjects wineries to Minnesota's liquor regulations, with a number of specific exceptions and allowances designed to protect and foster the growth of Minnesota wines.

Farm winery licenses are issued by the commissioner of the Department of Public Safety for $50 per year. A license authorizes the on-premises sale of table, sparkling, or fortified wines. Amounts are limited to 50,000 gallons in a calendar year.

In 2012, the legislature specified that farm wineries must be located on agricultural land or have a conditional use permit. Farm wineries in existence before May 1, 2012, are exempt from this requirement. This change was to ensure that farm wineries were on farm lands.

As a matter of definition, the law allows more than wine from grapes to be produced at a farm winery. A table or sparkling wine is defined as a beverage made without rectification or fortification—the additions of distilled liquors to make a fortified wine. The definition in Minnesota Statutes, section 340A.101, subdivisions 27, 29, and 30, include cider, vermouth, wine, and wine made from crops other than grapes. In addition, the law specifically allows the production of fortified wines. Therefore, as a practical matter, the farm winery law allows farm wineries to make a wide variety of beverages.

Copies of this publication may be obtained by calling 651-296-6753. This document can be made available in alternative formats for people with disabilities by calling 651-296-6753 or the Minnesota State Relay Service at 711 or 1-800-627-3529 (TTY). Many House Research Department publications are also available on the Internet at: www.house.mn/hrd/hrd.htm.

Farm wineries are given a special status in Minnesota's liquor laws, a policy chosen specifically to encourage and support the fledgling farm winery industry.

Farm wineries can:

- sell their products on Sundays between the hours of 12 noon and 12 midnight;
- sell via the Internet, up to two cases per customer, as permitted in Minnesota Statutes, section 340A.417;
- operate a restaurant or other establishment;
- give free samples to visitors;
- import, with special permits issued by the commissioner, additional grapes to add to their crops in an off-year for farm production; and
- sell at a county fair with a temporary license issued by local governments.

In the past, bills have been introduced to allow or require Minnesota wines to be sold at the airport and at the state fair.

Bulk Wine

There has been a long-standing requirement that a majority of agricultural products used at a farm winery be Minnesota products (Minn. Stat. § 340A.315, subd. 4). In 2012, the legislature adopted a provision allowing farm wineries to import bulk wine to augment their winemaking, as long as this bulk wine is not separately bottled and as long as the bulk wine counts as part of the non-Minnesota grown component.

Farm Distilleries

In 2008, the legislature enacted a law that allows farm wineries to produce distilled spirits (Minn. Stat. § 340A.315, subd. 7). Under this provision, distilled spirits may comprise up to 500 of the 5,000 gallons of alcoholic beverage that a farm winery can manufacture. Farm wineries are allowed to provide small samples of distilled spirits to customers, but must sell this new product only through existing wholesalers. In 2011, the legislature passed a separate micro-distillery licensing provision, creating a way for small distillers to operate without a farm winery license.

Agricultural Diversification and Agritourism

In theory, farms that generate revenue from sources beyond traditional crop and livestock commodity markets are better positioned to weather fluctuations in commodity and input prices. State entities see viticulture (i.e., grape cultivation, especially for wine) and winemaking as two promising avenues for agricultural diversification.

By law, both the Minnesota Department of Agriculture and the state's Agricultural Utilization Research Institute[1] (AURI) are charged with developing and diversifying Minnesota agriculture. Each organization promotes grape growing and winemaking as opportunities for farmers to diversify and capitalize on the growing popularity of wine.

The state's tourism bureau also promotes farm winery tours and wine-tasting events as an agritourism opportunity for rural communities. The Explore Minnesota Tourism Council maintains a list of Minnesota wineries on its website, complete with the hours of operation and information on nearby fall-color driving routes.

Currently there are 51 farm wineries licensed by the Minnesota Department of Public Safety. That represents nearly twice as many farm wineries than there were just four years ago.

State-Funded Research and Development Activities

Minnesota farm wineries benefit from state-funded grape and wine research. With financial support from the state, the University of Minnesota carries out applied grape growing and winemaking research on ten acres of its Horticultural Research Center near Victoria. The university has developed expertise in breeding and cultivating cold-hardy grapes (i.e., varieties whose vines can withstand the Minnesota winter). Researchers and students at the center also provide education and outreach services to Minnesota's grape and wine producers.

The university began table and juice grape research in 1908. Responding to demand from local commercial growers and wineries, the university initiated a dedicated wine-grape breeding program in the mid-1980s. Researchers use selective breeding—and to a limited extent, genetic engineering—to develop new grape varieties. Winemaking research was bolstered by the completion in 2000 of a state-of-the-art enology lab and research winery.

Beginning in the 1980s, the legislature explicitly directed the university to perform grape and wine research as part of the university's biennial appropriation for agriculture research and extension activities. In 2007, the legislature allocated $50,000 to the university for the purchase of additional winemaking research equipment.

AURI partners with the university and provides direct technical and financial assistance (loans) to Minnesota's grape growers and winemakers. In 1993, the institute awarded a grant to the university to examine characteristics and consumer acceptance of cold-hardy grapes. AURI also contributed funding for the construction of the university's enology lab and research winery.

See Appendix A for a brief timeline of Minnesota's viticultural history and relevant state appropriations.

[1] The Agricultural Research Utilization Institute was established by the legislature in 1987. It is a state-funded nonprofit corporation charged with developing new products and expanding existing markets for the state's agricultural commodities.

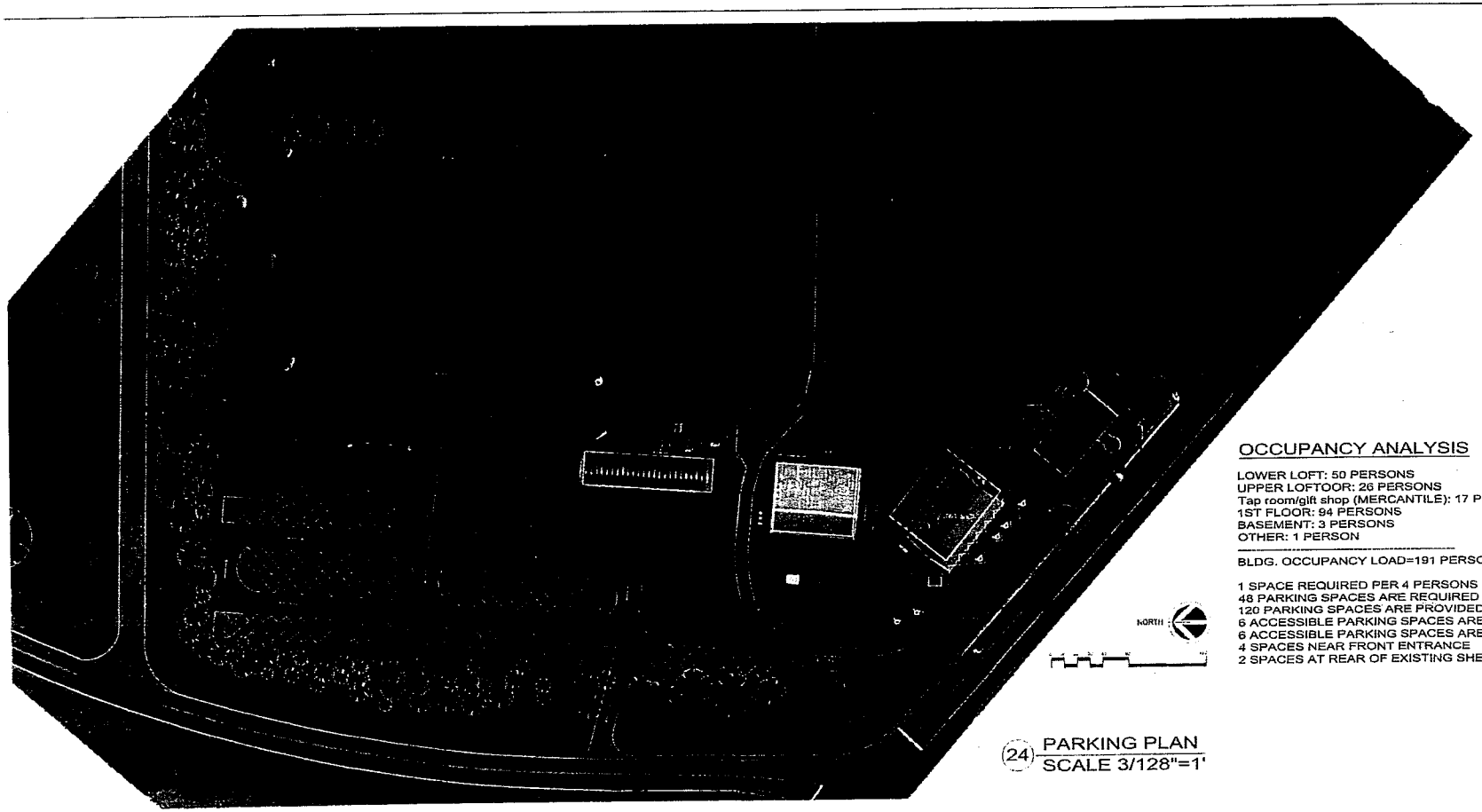
Appendix A

Timeline: Grape Breeding and Winemaking in Minnesota

Pre-settlement	Native, cold-hardy grape variety (*V. riparia)* grows in what will become Minnesota.
1850s	Settlers bring popular grape varieties—including Concord and Delaware—from the eastern United States to Minnesota. They bury the vines in trenches over the winter to keep them from dying.
1908	The University of Minnesota begins breeding table and juice grapes. Common warm-weather varieties are bred with Minnesota's native cold-hardy variety in an effort to find a weather-resistant and palatable grape for Minnesota growers to produce.
Mid-1900s	The University of Minnesota informally begins wine-grape breeding. Researchers begin crossbreeding Minnesota winter-hardy grapes with German and French hybrids and other popular wine grape varieties.
1976	Minnesota Grape Growers Association is formed.
Mid-1980s	The University of Minnesota formally initiates its wine-grape breeding program.
1982	The Minnesota Legislature appropriates grape research funding to the University of Minnesota.
1985	The Minnesota Legislature specifically directs the University of Minnesota to research "grapes" as part of the agriculture special appropriation for fiscal years 1986 and 1987.
1993	The Agricultural Utilization Research Institute (AURI) awards the University of Minnesota funding to examine characteristics and consumer acceptance of cold-hardy grape cultivars.
1997	The Minnesota Legislature specifically directs the University of Minnesota to research "grapes and wine" as part of the agriculture special appropriation for fiscal years 1998 and 1999. The University of Minnesota hires a full-time enologist (i.e., winemaker) and begins to develop an experimental winery.

1999	The Minnesota Legislature again specifically directs the University of Minnesota to research "grapes and wine" as part of the agriculture special appropriation for fiscal years 2000 and 2001.
2000	Construction is completed on the state-of-the-art enology lab and research winery at the University of Minnesota's Horticultural Research Center. AURI provides partial funding to the University of Minnesota for the facility.
2005	Governor Pawlenty vetoes a $125,000 appropriation to the Northwest Regional Development Commission at Warren for field research on the planting and production of cold-hearty grape cultivars.
2007	The legislature authorizes a onetime $50,000 grant from the Minnesota Department of Agriculture to the University of Minnesota to purchase instrumentation that will allow rapid and accurate measurement of enology components.

For more information about liquor industry regulation, visit the commerce area of our website, www.house.mn/hrd/hrd.htm.



NORTH

(24) PARKING PLAN
SCALE 3/128"=1'

OCCUPANCY ANALYSIS

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PARKING
VEHICLE ID REQUIRED

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Shafer, MN
Barn Renovation

ADDRESS

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William A. Becklin, P.E.
DATE: 02/26/2020 LIC. NO. 18494

Sheet Name

PARKING PLAN

SCALE: 3/128"=1'

Sheet
C1

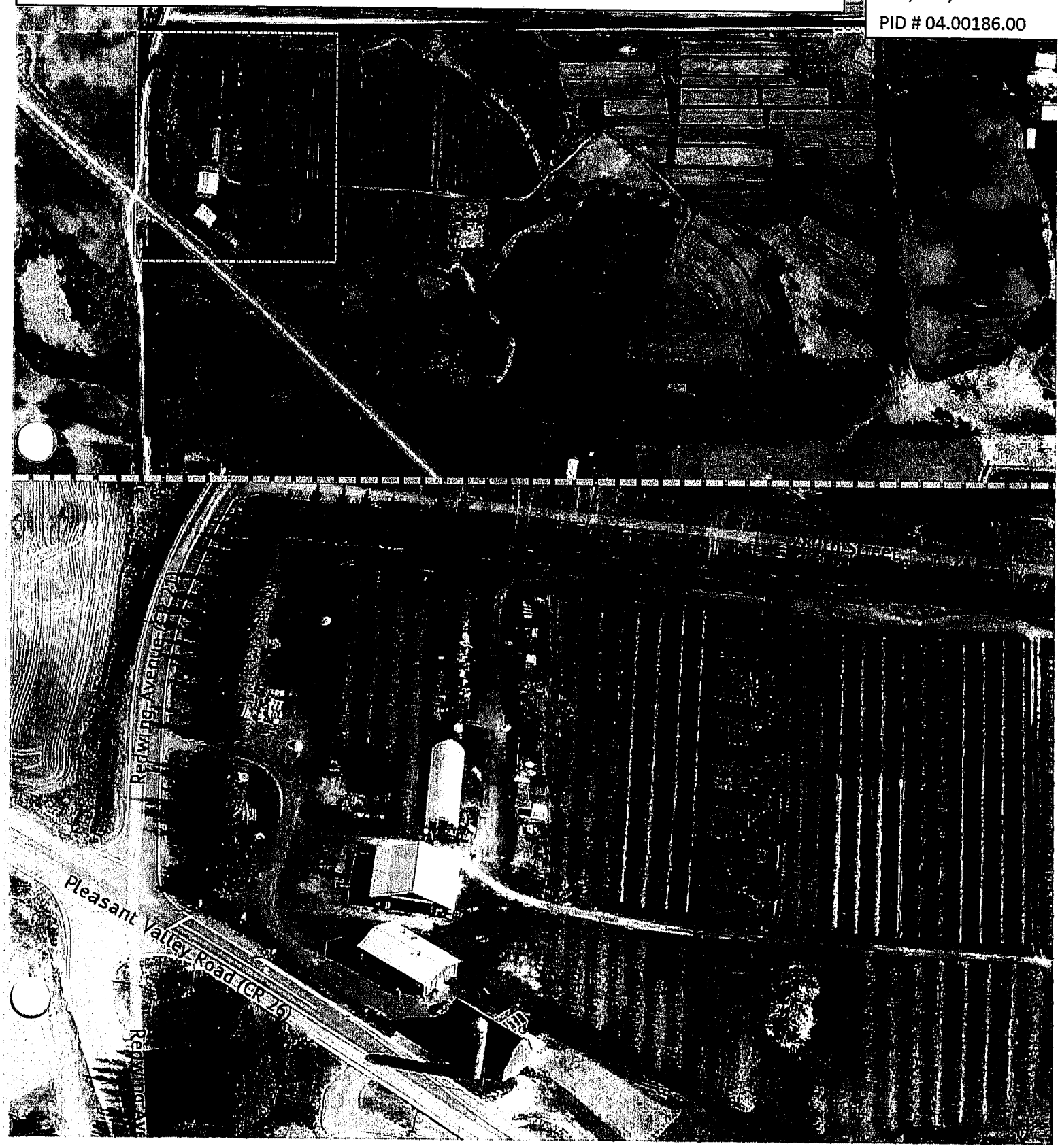
Pleasant Valley Orchard - Aerial Photo

James Birkholz & Judith Erickson (10:00 am) – James Birkholz & Judith Erickson, property owners and owners of Pleasant Valley Orchard, are requesting a Conditional Use Permit (CUP) Amendment order to expand the orchard to include a winery and gathering venue in the Agricultural (AG) district. The property owners also wish to amend certain CUP conditions previously approved in 1994 and 2006. The property is located at 17325 Pleasant Valley Road, Franconia Township, S17, T33, R19 (PID# 04.00186.00).

Birkholz/Erickson Property - ▭ Closer look at property - ▭

Chisago County

Franconia Township
S17, T33, R19
PID # 04.00186.00



Pleasant Valley Orchard - Aerial Photo

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Birkholz/Erickson Approximate Property Location -

Franconia Township
S17, T33, R19
PID # 04.00186.00



RESOLUTION NO. PC2022-0603

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF AN AMENDMENT TO A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT 17325 PLEASANT VALLEY ROAD / CSAH 26 IN FRANCONIA TOWNSHIP

WHEREAS, James Birkholz and Judith Erickson, property owners and applicants, submitted an application dated received April 29, 2022 and considered complete on May 2, 2022 for an Amendment to a Conditional Use Permit allowing an orchard – known as Pleasant Valley Orchard – on property located at 17325 Pleasant Valley Road / CSAH 26 in Franconia Township; and

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

WHEREAS, the subject site is 71.20 acres in size and legally described as:

PID 04.00186.00

The real estate in **CHISAGO** County, **Minnesota**, referred to in the Mortgage or Deed of Trust dated **August 7, 2006**, executed by **JAMES R BIRKHOLZ and JUDITH L ERICKSON, husband and wife** as Mortgagors/Grantors, to AgStar Financial Services, FLCA as Mortgagee/Beneficiary, is described as follows:

N1/2NW1/4, Sec. 17, T33N, R19W, Chisago County, Minnesota, EXCEPT the East 16 rods thereof; ALSO EXCEPT commencing 16 rods West of the Southeast corner of the NE1/4NW1/4; thence North 150.5 feet, more or less, to the North right of way of the transmission line of the St. Croix Falls-Minnesota Improvement Company; thence South 43 degrees 29 minutes West along said line 215 feet, more or less, to the South line of said quarter quarter; thence East 149 feet, more or less, to the point of beginning.

Subject to existing highways, easements and rights of way of record.

This mortgage is subject to a mortgage in favor of AgStar Financial Services, FLCA dated January 31, 1994 and recorded on February 1, 1994 as Document No. 259215 in the records of Chisago County, Minnesota.

This mortgage is subject to a mortgage in favor of AgStar Financial Services, FLCA dated May 8, 1996 and recorded on May 14, 1996 as Document No. 283526 in the records of Chisago County, Minnesota.

WHEREAS, notice was provided and on June 2, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Environmental Services Director, the applicant, and invited members of the public to comment; and

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

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

Finding #1 *The proposed CUP Amendment is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:*

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*
- *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The County finds that the proposed CUP Amendment will have no impact on such public facilities and utilities as parks and schools. While there may be an increase in traffic on Pleasant Valley Road / CSAH 26, Redwing Avenue / CSAH 21 and surrounding roadways, this increase will not be considered excessive. Further, the County State Aid Highways have been designed and are maintained to handle large amounts of traffic.*

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

Finding #3 *The proposed use is bordered by three roadways, including Pleasant Valley Road / CSAH 26, Red Wing Avenue / CSAH 21 and 280th Street, and is largely surround by agricultural land. The existing use and proposed expansion themselves are agricultural in nature. Given that Pleasant Valley Orchard was first granted Conditional Use Permit approval in 1994 and the County is not aware of any negative impact to surrounding properties, there is no evidence to suggest that the proposed expansion would have a negative impact.*

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

Finding #4 *The existing and proposed uses incorporate agricultural structures for business purposes. The County finds that the proposed use and site has an appearance that fits well into the immediate area and Agricultural (AG) District as a whole.*

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

Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism as Conditional Uses in the AG District. In addition, Section 4.15 of the Chisago County Zoning Ordinance specifically encourages the development of Rural Retail Tourism, with the following specific goals:*

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

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

Finding #6 *See Finding #5*

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

Finding #7 *It is anticipated that there will be an increase in traffic on Pleasant Valley Road / CSAH 26 and Red Wing Avenue / CSAH 21 as guests arrive and depart from the Rural Retail Tourism use. However, the County Engineer was given the opportunity to review the proposed use and did not request any additional roadway improvements (i.e. turn lanes). Further, the County Engineer noted that he had no concern with the proposed expansion so long as there were no changes to existing accesses.*

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

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism use (winery, gathering venue, musical performances) may be a potential concern to nearby properties / property owners. However, the County believes that limiting hours of operation from 9:00 am – 10:00 pm will address the potential for intrusion of noise.*

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

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners in August 1994 (original CUP) and July 2006 (Amendment #1) granting approval to operate Pleasant Valley Orchard, featuring seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts, in the AG District.
2. This Conditional Use Permit Amendment shall allow year-round use of the property for Rural Retail Tourism. The specific uses allowed shall include an orchard, commercial outdoor recreation, winery

and gathering venue. The orchard shall be allowed seasonal sales of apples, pumpkins, berries, Indian corn, cider, baked goods and crafts. The gathering venue shall include the use of all existing buildings onsite for such activities as family gatherings, craft and vendor fairs, business meetings, educational and art activities / workshops, and other activities compatible with Rural Retail Tourism.

3. The property shall be developed and used in accordance with the site plans and written narrative dated received April 29, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
4. Hours of operation shall be limited to 9:00 am – 10:00 pm, seven days a week.
5. The use shall include the operation of a licensed kitchen as defined by the Uniform Minnesota Food Code, Ch. 4626, to prepare baked goods and other orchard related food items in a manner that meets all health regulations for safe food handling. All appropriate Minnesota Department of Health regulations must be adhered to and all necessary permits obtained.
6. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
7. Noise generated from any Rural Retail Tourism use, including musical performances, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
8. All parking areas must be designated. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
9. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
10. Structures must meet all applicable Building Code regulations and septic ordinances.
11. The permittee shall upgrade the existing septic / holding tanks to a full septic system in compliance with MN Pollution Control Agency Chapter 7081 within one year of the approval date.
12. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval.

Adopted by the Planning Commission of Chisago County, Minnesota, this 2nd day of June, 2022.

Kelly Corbin	_____	Dave Whitney	_____
James McCarthy	_____	Jolene Wille	_____
Frank Storm	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____
Chip Yeager
Chair

ATTEST: _____
Kurt Schneider
Environmental Services Director

Chisago County Request For Board Action

Meeting Date: June 15, 2022	***Item Number:*** 15
Title of Item for Consideration: Jim Goodpaster & Sherry Timmermann Goodpaster / Jim & Sher Investments LLC Conditional Use Permit - Rural Retail Tourism District	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Jim Goodpaster & Sherry Timmermann Goodpaster, applicants and owners of Jim & Sher Investments LLC, have applied for a Conditional Use Permit (CUP) for Rural Retail Tourism in order to open and operate a winery and gathering venue on property located at 32XXX Upland Road in Shafer Township, Parcel # 08.00251.35.

At their meeting of June 2, 2022, the Planning Commission conducted the requisite public hearing and voted (4-3) to adopt Resolution PC2022-0601 recommending approval of the request. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

In recommending approval, the Planning Commission reduced days of operation from 7 days to 4 days per week *(condition #2);* authorized indoor music only *(condition #5)*; included proposed condition #15 requiring registration of Jim & Sher Investments LLC to do business in the state of Minnesota; condition #16 requiring fire chief inspection and approval of drive access suitability for emergency access purposes; and condition #17 to require enhanced landscape screening with staggered rows of 4ft. to 6 ft. tall pine trees spaced at 20 ft. intervals along the North, South, and East property perimeter. In follow-up discussion with the applicant the enhanced conditions are understood and agreed to except for desiring credit for the existing vegetation/landscape along the south property line and for all but the general gap/opening along the east property line *(pictures attached).* The applicant has requested County Board consideration and modification to condition #17 accordingly.

Pursuant to Minnesota Statute, the 60-day agency action deadline is July 1, 2022. Among the options for the County Board at tonight's meeting are the following:

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

  Sufficient time exists for the County Board to extend the initial 60-day period via written notification, if such a decision is formally taken at tonight's Meeting. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the

County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."

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

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

***Attachments*:**

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Jim Goodpaster & Sherry Timmermann Goodpaster/ Jim & Sher Investments LLC, Rural Retail Tourism Conditional Use Permit (CUP). The following is the suggested language for the motion:

"Move to Approve Resolution No. 22/0615____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving a Conditional Use Permit (CUP) for Rural Retail Tourism to operate a winery and gathering venue on property located at 32XXX Upland Road in Shafer Township, Parcel # 08.00251.35)."

Implications of Action – Recommended Board action grants the requested Conditional Use Permit with conditions.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 2022-0615-
A RESOLUTION OF THE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT
AT 32XXX UPLAND ROAD IN SHAFER TOWNSHIP

WHEREAS, Jim & Sher Investments LLC, property owner, and Jim Goodpaster & Sherry Timmermann Goodpaster, applicants, submitted an application dated received April 26, 2022 and considered complete on May 2, 2022 for a Conditional Use Permit allowing Rural Retail Tourism on property located at 32XXX Upland Road in Shafer Township; and

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

WHEREAS, the subject site is 5.66 acres in size and legally described as:

PID 08.00251.35

That part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section 23, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows:

Commencing at the South Quarter Corner of said Section 23; thence N84°20'19"E along the south line of said Section 23, 917.97 feet to the center line of Upland Road; thence N26°45'14"W along said center line 425.74 feet to the point of beginning; thence N63°14'46"E 609.51 feet to the east line of said SW ¼ of the SE ¼; thence N03°25'16"W along said east line 403.41 feet; thence S60°00'00"W 770.52 feet to the center line of said Upland Road; thence S26°45'14"E along said center line 326.78 feet to the point of beginning.

SUBJECT TO Upland Road Right of Way.

wife and husband

WHEREAS, notice was provided and on June 2, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Environmental Services Director, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP with conditions per Resolution No. PC2022-0601; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its June 15, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04 C:

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

Finding #1 *The proposed CUP is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:*

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*

- *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The County finds that the proposed Rural Retail Tourism use will not create any demand on existing parks, schools or utilities which serve the subject site. The proposed use will create additional demand on Upland Road; however, the road authority – Shafer Township – did not provide any comment on traffic or road maintenance concerns.*

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

Finding #3 *Given the existing vegetation (trees) on the subject property along the northerly, easterly and southerly boundaries and the existing solar garden to the west, the County finds that the subject site is sufficiently separated by screening from adjacent development, so as to not cause undue negative impact, nor deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism use (winery and gathering venue) will be conducted within structures common in the Agricultural (AG) District and found to have no adverse appearance effect on adjacent properties. Further, the use will be screened by tree cover on the northerly, easterly and southerly property boundaries.*

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

Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism as a Conditional Use in the AG District. In addition, Sections 4.15 of the Chisago County Zoning Ordinance specifically encourages the development of Rural Retail Tourism with the following specific goals:*

- *Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.*
- *To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.*
- *Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.*

- *Provide opportunities for new economic growth through Rural Retail Tourism businesses.*
- *Assist the County's citizens in the transition from primarily agricultural land uses, to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.*

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

Finding #6 *See Finding #5.*

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

Finding #7 *It is anticipated that there will be an increase in traffic on Upland Road as customers arrive and depart from the Rural Retail Tourism use (winery and gathering venue). However, the road authority – Shafer Township – was given the opportunity to review the proposed use and did not note any concerns related to traffic hazard or congestion. Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this application.*

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

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism (winery and gathering venue) may be a concern to nearby properties / property owners. To address potential noise concerns, the County is requiring, as conditions of this CUP, that the permittee maintain the existing vegetation along the northerly, easterly and southerly property boundaries and adhere to hours of operation ending no later than 8:00 pm on any given day.*

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

1. The property shall be developed and used in accordance with the site plans and written narrative dated received April 26, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) subject to the following hours of operation: Wednesday – Saturday 12:00 pm – 8:00 pm.
3. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
4. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor music. Music shall be indoors only.

6. The maximum number of customers / guests for all uses combined, including the winery and gathering venue, shall not exceed 105 at any given time.
7. Permittee shall accommodate all parking onsite and shall provide a minimum of 32 parking stalls as shown on the approved parking plan stamp dated received May 19, 2022.
8. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
9. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
10. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
11. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
12. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
13. 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.
14. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.
15. Jim & Sher Investments LLC shall be properly registered with the State of Minnesota to do business in the state of Minnesota.
16. Local fire chief inspection and approval of drive access suitability for emergency access purposes shall be obtained prior to opening to the public.
17. Landscape screening shall be included consisting of staggered rows of 4ft. to 6 ft. tall pine trees spaced at 20 ft. intervals along the North, South, and East property perimeter

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

Whereupon the proclamation was declared duly passed and adopted.

Approved: June 15, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____

Christina Vollrath
Clerk of the Board



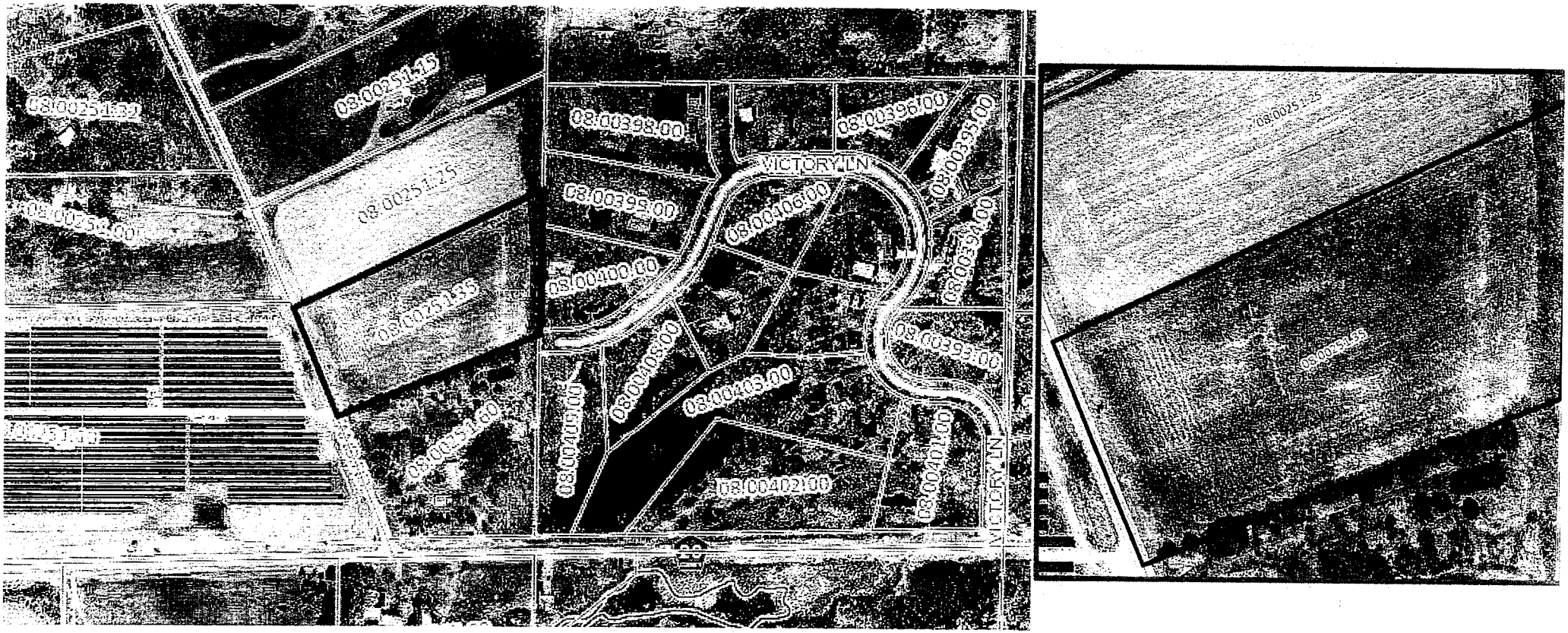
Conditional Use Permit for Rural Retail Tourism Winery

Jim & Sher Investments LLC (Jim Goodpaster and Sherry Timmermann Goodpaster)

PID 08.00251.35

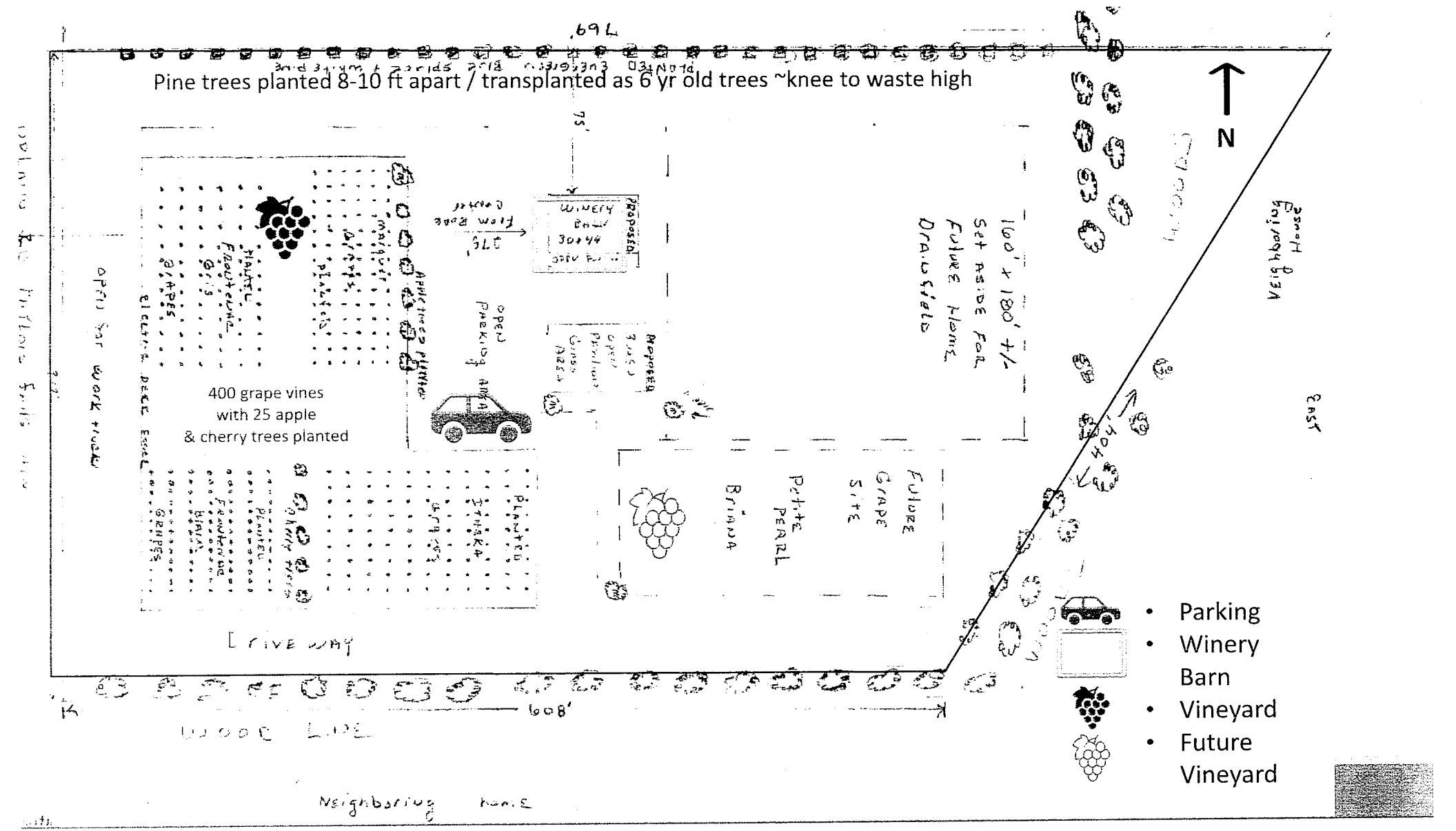
32XXX Upland Road (Furuby Rd./CSAH 20)

Shafer Township



Subject Site & Surrounding Area

- 5.66 acre site located on Upland Road, a gravel township road
- ~ 1 mile south of Highway 95 & ~ ¼ mile to the west of City of Taylors Falls & 400 ft north of CR 20
- Properties to the east, platted as Wickstrom Estates, Zoned Rural Residential I (RRI)
- Site located in Agricultural (AG) Zoning District & partially in Shoreland Management District due to its proximity to Colby Lake (natural environment lake)


Pine trees planted 8-10 ft apart / transplanted as 6 yr old trees ~knee to waste high
N
400 grape vines
with 25 apple
& cherry trees planted
Parking
Winery Barn
Vineyard
Future Vineyard

Proposed Winery Details

Winery Barn

- 30' x 50' in size
- Indoor seating of 40-45 people
- Outdoor seating 55-60
- Maximum capacity of 105 guests
- Covered patio & open pavilion
- Low-key music performances – will not be intrusive to neighboring property owners & music ends by 8:00 pm
- Light food options in addition to wine and may utilize food trucks for events

Proposed Activities

- Gathering venue for book readings, art show, small stage shows and classes (paint & sip)
- Retail area for art & crafted items

Hours

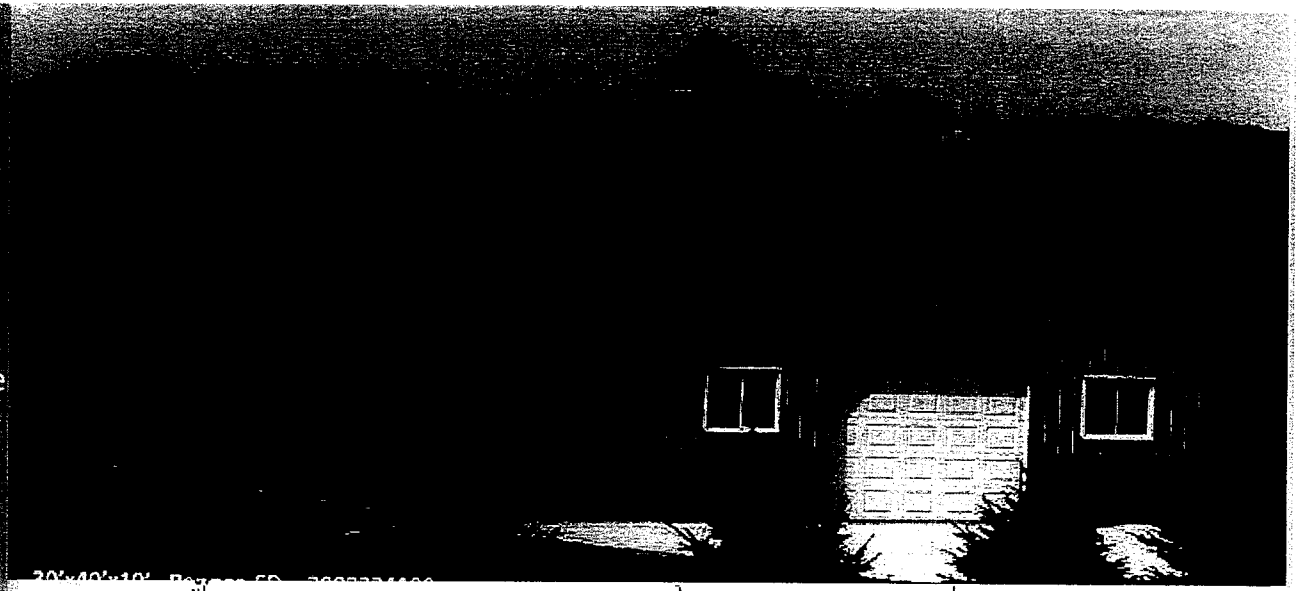
- Monday – Saturday: Noon – 8:00 pm
- Sunday: Noon – 5:00 pm

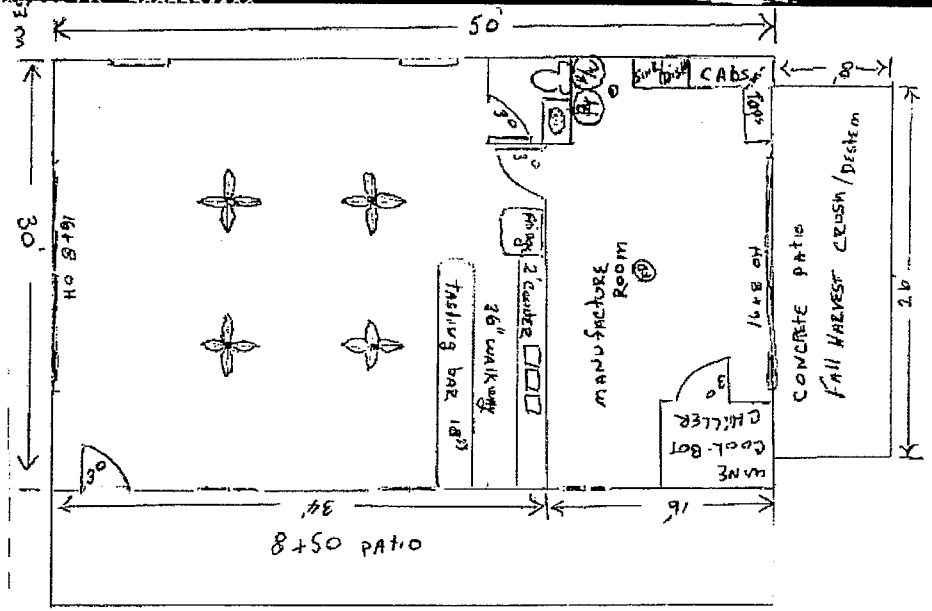
Parking

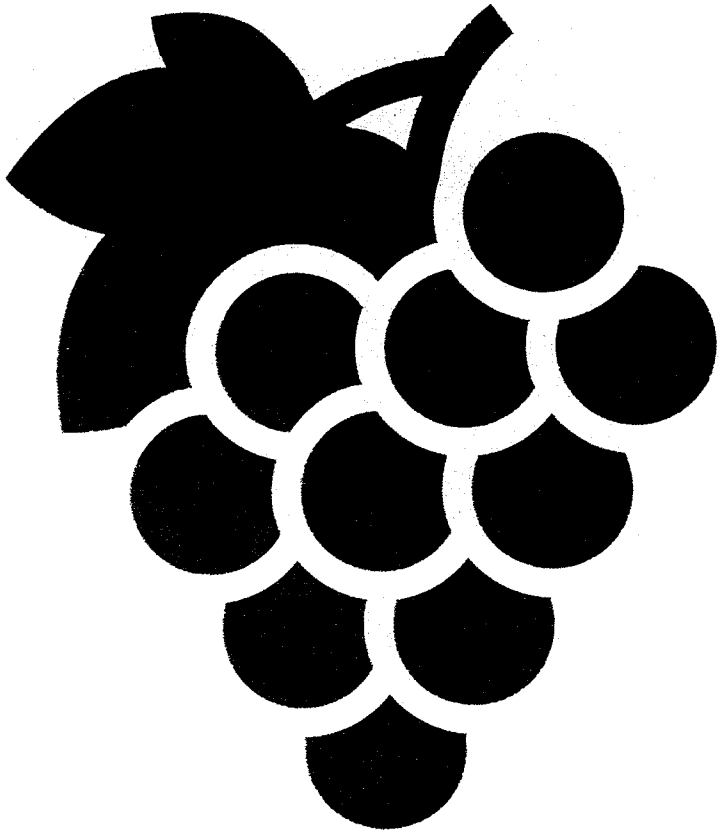
- 52 Parking stalls along with overflow area

Plumbing & Septic System

- Applicant is in addition to 2-4 part-time employees
- Install full septic system in winery barn for staff & satellite toilets presumably for customers







Review Process

TECHNICAL REVIEW PANEL
MAY 11, 2022

COMMENTS / IDENTIFIED CONCERNS:
CONSISTENT WITH ZONING ORDINANCE

SHAFER TOWN BOARD REVIEW
MAY 12, 2022

RECOMMENDED APPROVAL WITH NO CONDITIONS

60-DAY REVIEW PERIOD

EXPIRES JULY 1, 2022

Proposed
Findings
1 - 8

er Zoning Ordinance
ection 8.04 C.

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

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

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

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

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

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

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

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

Staff Recommendation

Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, staff recommends approval of the CUP with conditions.

Recommended Condition(s)

1. The property shall be developed and used in accordance with the site plans and written narrative dated received April 26, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) subject to the following hours of operation: Monday – Saturday 12:00 pm – 8:00 pm and Sunday 12:00 pm – 5:00 pm. All outdoor music performances must conclude by end of business (Monday – Saturday being 8:00 pm and Sunday being 5:00 pm).
3. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
4. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor amplified music at any time.
6. The maximum number of customers / guests for all uses combined, including the winery and gathering venue, shall not exceed 105 at any given time.
7. Permittee shall accommodate all parking onsite and shall provide a minimum of 32 parking stalls as shown on the approved parking plan stamp dated received May 19, 2022.
8. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
9. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
10. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
11. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
12. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
13. 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.
14. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.

Options & Action Requested

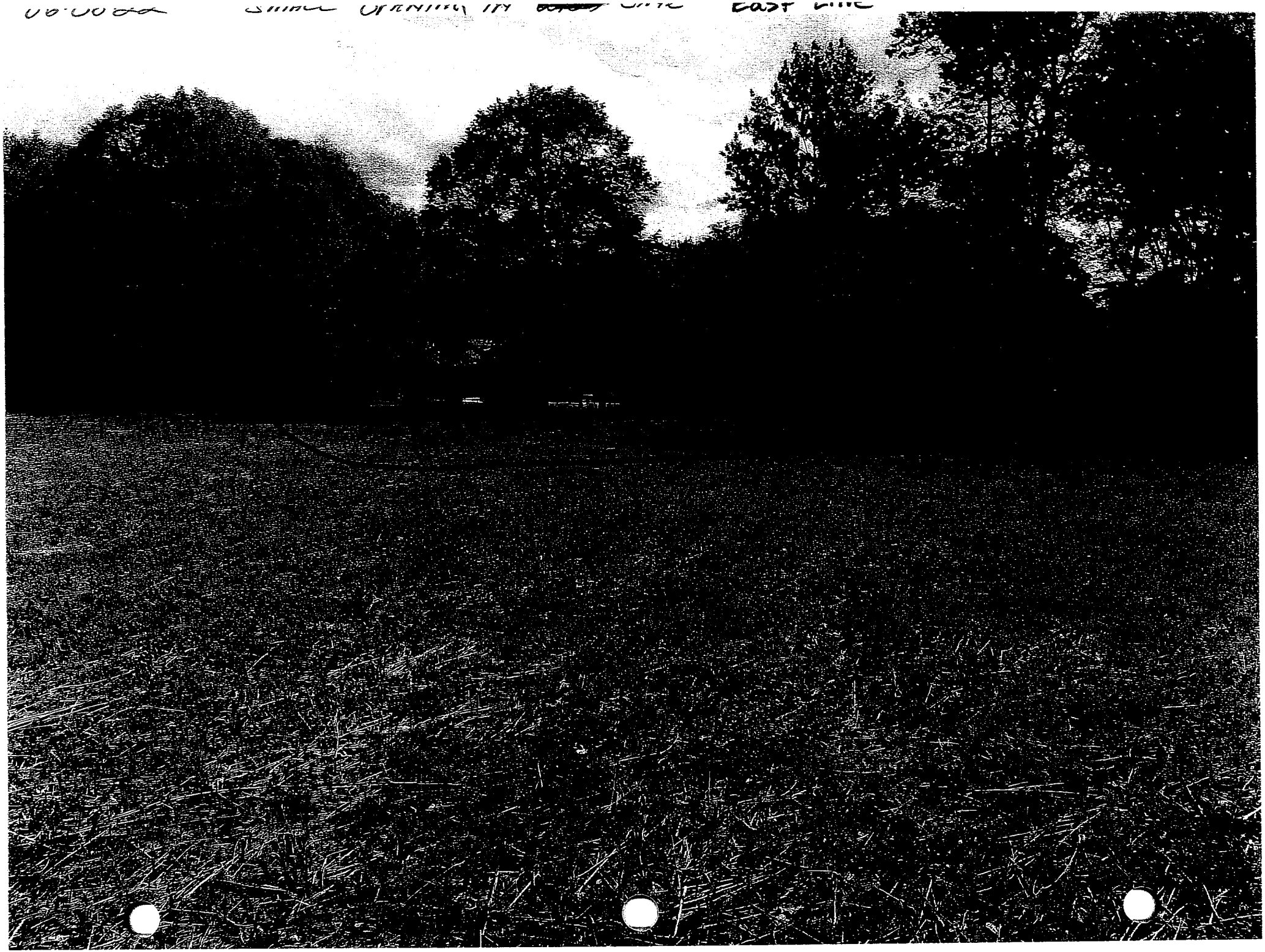
OPTIONS:

1. Recommend that the County Board **approve** the Conditional Use Permit Amendment with Findings of Fact and conditions presented or amended.

2. Should the Planning Commission determine that the proposed Conditional Use Permit Amendment does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit Amendment based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 1, 2022.

ACTION REQUESTED:
Motion to adopt Resolution No. PC2022-0601, a resolution recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property located at 32XXX Upland Road in Shafer Township, with Findings of Fact and conditions as presented or amended.



Staff Report

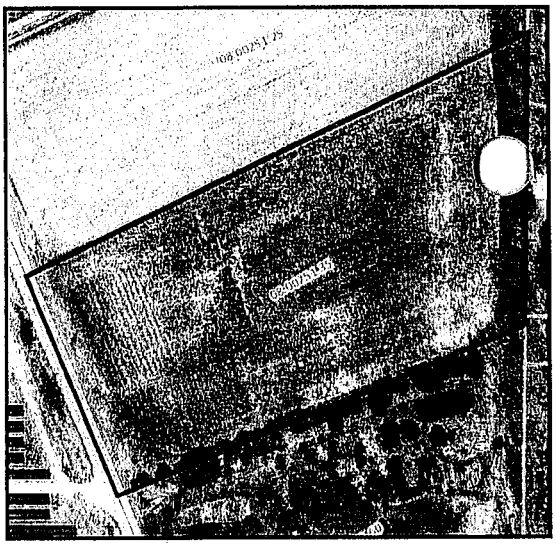
TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Conditional Use Permit for Rural Retail Tourism
32XXX Upland Road, Shafer Township
DATE: June 2, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) allowing Rural Retail Tourism in the Agricultural (AG) District. The property owners are requesting the CUP in order to operate a winery and gathering venue.

SITE & APPLICATION INFORMATION

Applicant(s):	Jim Goodpaster & Sherry Timmermann Goodpaster
Property Owner(s):	Jim & Sher Investments LLC
Location:	32XXX Upland Road Shafer Township Section 23, Township 34, Range 19
PID:	08.00251.35
Property Area:	5.66 Acres
Current Zoning:	Agricultural (AG) District / Shoreland Management District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Rural Residential I (RRI) District
West:	Agricultural (AG) District
Date Application Complete:	May 2, 2022
60-Day Review Period:	July 1, 2022

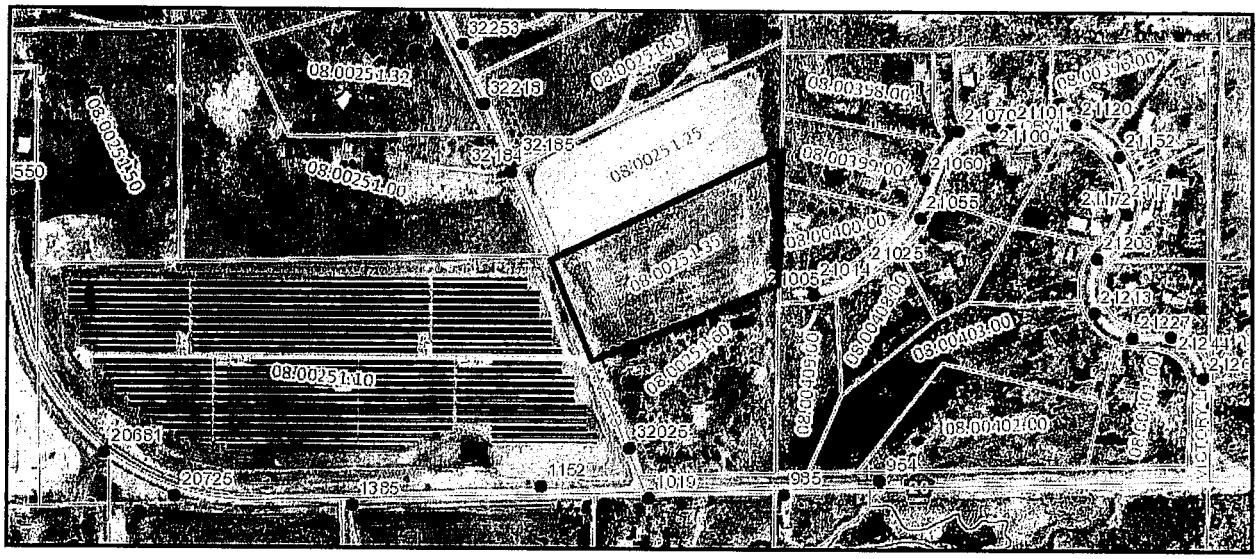


BACKGROUND & SITE ANALYSIS

Jim Goodpaster & Sherry Timmermann Goodpaster, applicants and owners of Jim & Sher Investments LLC, have applied for a Conditional Use Permit (CUP) for Rural Retail Tourism in order to open and operate a winery and gathering venue on property located at 32XXX Upland Road in Shafer Township.

The subject site is a 5.66-acre tract of land located on Upland Road in Shafer Township, approximately 400 feet north of Furuby Road / CSAH 20 and approximately 1 mile south of Highway 95. The City of Taylors Falls is located approximately ¼ mile to the east and 400 feet to the south. Other area features include Colby Lake to the north and a 26-acre solar garden to the west. Properties to the north, west and south are zoned Agricultural (AG) District and properties to the east are platted as Wickstrom Estates / zoned Rural Residential I (RRI) District. Wickstrom Estates is a 17-lot development, with lot sizes ranging from 1.36 acres to 4.37 acres. All lots have been developed with single family homes and

related accessory structures. Properties located on Upland Road are generally 5-10 acres in size. Many of the properties have been developed for residential purposes while some remain undeveloped. The image below illustrates the subject site in relation to the surrounding area.



Upland Road is a gravel township road providing direct access to approximately 28-30 properties. Being that the subject site is located near the southern end of Upland Road, it's likely that much of the local traffic will utilize Furuby Road / CSAH 20 when traveling to the site; however, those traveling from outside of the immediate area may be directed to Upland Road via Highway 95. Additional traffic on Upland Road from Highway 95 may create traffic concerns for Upland Road property owners; however, the Shafer Town Board did not provide any comments pertaining to traffic or road maintenance.

The subject site is currently undeveloped but has been used for active agricultural use involving the growing of wine grapes for the past four years. The written narrative explains that there are currently 400 grape vines along with 25 apple and cherry trees planted on the subject site.

PROPOSAL ANALYSIS

The subject site is located in the Agricultural (AG) District and partially located in the Shoreland Management District due to its proximity to Colby Lake (a natural environment lake). The topography of the site shows elevations sloping down from 956' in the southwesterly corner to 930' along the easterly property boundary. There are no known wetlands and the soils appear to be Nebish loam in the westerly two-thirds of the site and Talmoon loam in the general area of the proposed future homesite and future planting area.

The site plan shows that the existing vineyard and fruit trees are located in the westerly third of the property. Moving easterly, the site plan shows a parking area adjacent to the vineyard and fruit trees, followed by the proposed 30' x 44' winery barn and 30' x 50' open pavilion, followed by areas designated for future plantings and a future home site for the property owners. A single driveway is shown adjacent the southerly property boundary. The written narrative states that there are large established trees located along the easterly and southerly property boundaries, a row of 6-10 year old Blue Spruce and White Pines planted every 8-10 feet along the northerly property boundary, and a solar

garden located immediately to the west. Attached is a rendering of the proposed winery barn as well as a winery barn layout plan.

Components of the application materials provide varying dimensions for the winery barn, including 30' x 54' (written narrative), 30' x 50' (winery barn layout plan), 30' x 44' (site plan), and 30' x 40' (rendering). Despite the discrepancies, the largest reported size is 30' x 54' or 1,620 square feet. The application materials also indicate that the winery barn will feature a covered porch on the south side of the structure. The winery barn is proposed to be 75 feet from the northerly property boundary and 275 feet from the centerline of Upland Road. The winery barn will feature a wine making facility and tasting room. The tasting room will seat 40-45 people and there will be outdoor seating for an additional 55-60 people in a pavilion.

The site plan shows the pavilion located immediately south of the proposed winery barn. While the site plan shows the pavilion to be 30' x 50', the written narrative describes it as being 30' x 40'. The larger of the two dimensions equates to 1,500 square feet. The pavilion is proposed to be an open-sided, covered structure on a concrete slab.

In addition to opening and operating a winery, the written narrative states that the applicants wish to open the proposed winery as a gathering venue for book readings, art shows, small stage shows or other similar events, and classes such as "paint and sip", barn square painting, wreath making and the like. The proposed use will also feature a retail area for art and crafted items, such as t-shirts, socks, candles, soaps, wine glasses and accessories, ornaments, jams and jellies, maple syrups, music, seasonal and other boutique type gift items.

The applicants are proposing to serve light food options in addition to wine and other non-alcoholic beverages. Additionally, the applicants may utilize food trucks for events.

The proposed hours of operations will be:

Monday – Saturday	12:00 pm – 8:00 pm
Sunday	12:00 pm – 5:00 pm

All outside events, including outdoor music performances, will conclude by 8:00 pm.

The applicants are proposing capacity levels for indoor seating of 40-45 people and outdoor seating of approximately 55-60 additional people. Despite the maximum proposed capacity of 105 people, the applicants estimate the maximum number of people onsite at any given time to be 25 or less.

The site plan shows a parking area located between the vineyard / fruit trees and the winery. While the written narrative indicates a total of 36 parking stalls plus an undescribed overflow parking toward the back of the property, the parking plan shows 32 parking stalls. This is a slight discrepancy; however, based on the proposed total occupancy of 105 people, staff feels that 32 parking stalls along with an overflow area will be sufficient.

The applicants intend to actively work at the winery in addition to 2-4 part-time employees.

It's the intent of the applicants to have live music performances at the winery. Performances will feature the property owner himself along with other local artists. All music is proposed to be low key so as not to be intrusive to the neighboring property owners. Additionally, all outdoor music is proposed to end by 8:00 pm.

As indicated above, the written narrative states that there are large established trees located along the easterly and southerly property boundaries, a row of 6-10 year old Blue Spruce and White Pines planted along the northerly property boundary, and a solar garden located immediately to the west. The existing vegetation will create screening for the adjacent properties / property owners. The site plan does not show any other screening methods. If the Planning Commission supports the request for CUP, the Commission may wish to discuss whether the vegetation is sufficient screening.

For sanitation facilities, the property owners intend to install a full septic system with bathroom facilities and running water located in the winery barn. The written narrative adds that the property owners intend to provide satellite toilets, presumably for customers.

RURAL RETAIL TOURISM STANDARDS

The Planning Commission, as outlined in Zoning Ordinance Section 4.15, shall consider possible effects of the proposed Rural Retail Tourism based upon the following general factors and any other requirements set forth in the Zoning Ordinance or deemed otherwise relevant.

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

B. Standards.
Rural Retail Tourism Businesses shall meet the following standards:
1. Rural Retail Tourism businesses shall be located within the AG or RVC Zoning Districts;
2. Rural Retail Tourism businesses shall require a Conditional Use Permit in accordance with Section 8.04 of this Ordinance;
3. Rural Retail Tourism businesses shall be shown to have a unique and demonstrable relationship with Chisago County or its region, and its history, culture, traditions, arts, crafts, lore, natural resources, or other features and amenities, in accordance with the above stated purposes.

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

to be similar in nature and scope.

D. The terms "small-scale" and "low-impact" shall be construed to refer to land uses which:
   1. Do not create an excessive demand upon existing services or amenities;
   2. Are screened or able to be screened adequately, or are sufficiently separated from adjacent development or land, to prevent undue negative impact to nearby properties;
   3. Will not have an appearance that is inconsistent or incompatible with the surrounding area;
   4. Will not cause traffic hazard or undue congestion;
   5. Will not negatively impact the neighborhood by intrusion of noise, glare, odor, or other adverse effects.

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

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

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

FINDINGS OF FACT

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

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

Finding #1 *The proposed CUP is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:*

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*
- *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*

- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The County finds that the proposed Rural Retail Tourism use will not create any demand on existing parks, schools or utilities which serve the subject site. The proposed use will create additional demand on Upland Road; however, the road authority – Shafer Township – did not provide any comment on traffic or road maintenance concerns.*

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

Finding #3 *Given the existing vegetation (trees) on the subject property along the northerly, easterly and southerly boundaries and the existing solar garden to the west, the County finds that the subject site is sufficiently separated by screening from adjacent development, so as to not cause undue negative impact, nor deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism use (winery and gathering venue) will be conducted within structures common in the Agricultural (AG) District and found to have no adverse appearance effect on adjacent properties. Further, the use will be screened by tree cover on the northerly, easterly and southerly property boundaries.*

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

Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism as a Conditional Use in the AG District. In addition, Sections 4.15 of the Chisago County Zoning Ordinance specifically encourages the development of Rural Retail Tourism with the following specific goals:*

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *It is anticipated that there will be an increase in traffic on Upland Road as customers arrive and depart from the Rural Retail Tourism use (winery and gathering venue). However, the road authority – Shafer Township – was given the opportunity to review the proposed use and did not note any concerns related to traffic hazard or congestion. Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this application.*

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

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism (winery and gathering venue) may be a concern to nearby properties / property owners. To address potential noise concerns, the County is requiring, as conditions of this CUP, that the permittee maintain the existing vegetation along the northerly, easterly and southerly property boundaries and adhere to hours of operation ending no later than 8:00 pm on any given day.*

PUBLIC TESTIMONY

During the preparation of this staff report, the Planning Commission received written testimony from Upland Road property owners Dennie & Debra Allen (32344 Upland Road). The Allen's testimony is attached. Additional public testimony may be presented during the course of the scheduled public hearing.

TOWNSHIP RECOMMENDATION

The Shafer Town Board reviewed the proposed CUP at its May 12th meeting. The Town Board recommended approval of the CUP Amendment with no conditions or comments.

STAFF RECOMMENDATION

Staff believes that the proposed Rural Retail Tourism use complies with and is consistent with the intent of the County's Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the CUP with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The property shall be developed and used in accordance with the site plans and written narrative dated received April 26, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) subject to the following hours of operation: Monday – Saturday 12:00 pm – 8:00 pm and Sunday 12:00 pm – 5:00 pm. All outdoor music performances must conclude by end of business (Monday – Saturday being 8:00 pm and Sunday being 5:00 pm).
3. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.

4. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor amplified music at any time.
6. The maximum number of customers / guests for all uses combined, including the winery and gathering venue, shall not exceed 105 at any given time.
7. Permittee shall accommodate all parking onsite and shall provide a minimum of 32 parking stalls as shown on the approved parking plan stamp dated received May 19, 2022.
8. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
9. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
10. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
11. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
12. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
13. 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.
14. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit Amendment with Findings of Fact and conditions presented or amended.

2. Should the Planning Commission determine that the proposed Conditional Use Permit Amendment does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit Amendment based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on July 1, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0601, a resolution recommending approval of a Conditional Use Permit allowing Rural Retail Tourism on property located at 32XXX Upland Road in Shafer Township, with Findings of Fact and conditions as presented or amended.

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

ATTACHMENTS

1. Application materials:
   a. Application
   b. Written narrative
   c. Site plans
   d. Winery barn layout plan
   e. Winery barn rendering
   f. Parking plan
2. Aerial location map (1) – subject property
3. Aerial location map (2) – vicinity map
4. Written testimony from Dennie & Debra Allen
5. Draft Resolution No. PC2022-0601

CC: Jim & Sher Investments LLC, applicant
County file

Permit # 22-547

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 14
Base Fee $525
Wetland or Septic Fee
Plat Compliance Fee
TOTAL FEE $571

Street Location XXX Upland Road Tax Parcel # R08.0025.1.35

Legal Description THAT PT OF SW¼ of SE¼ DES AS FOL: COMM AT S ¼ COR of SAID SEC 2 TH N 84 D 20' 19" E ALONG S LINE OF SAID SEC 23 917.97

Property Owner Jim Goodpaster + Sherry Timmermann Goodpaster Day Phone [redacted]

Mailing Address 2057 15th St. Rice Lake WI, 54868

Email Address [redacted]

Applicant (if different than owner) _____ Day Phone ( )

Mailing Address _____ S, 23 T 34, R 19

Email Address _____

Type of Request:

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

Applicable section of ordinance: _____

Description of request: rural retail tourism (See attached)

If Variance application, provide a brief description of practical difficulty: _____

Signature of Applicant: Sherry M. Goodpaster 4/26/2022
Date of Application

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

4-26-22
Date Received at Front Counter

7-1-22
60 – Day Review

Date of Public Hearing: JUNE 2, 2022

5-2-22
DATE COMPLETE

TOWNSHIP PRESENTATION FORM

Street Location XXX Upland Road

Legal Description _____

Owner Name Jim Goodpaster + Sherry Timmermann-Goodpaster Day Phone: [redacted]

Address: 20571 15th St. Rice Lake WI 54868

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

Address: _____

Type of Request:

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

Description of Request: rural retail tourism (See attached)

Date of County Public Hearing: JUNE 2, 2022

Date of Township Presentation: MAY 12, 2022

TOWNSHIP ACTION TAKEN

Recommend Approval ☐ Recommend Denial ☐

Recommended Conditions: _____

Signature of Township Officers: _____

_____

_____

Signature of Applicant

4/26/2022
Date

This is a request from Jim Goodpaster and Sherry Timmermann Goodpaster for a small low key boutique winery at their property on Upland road aligned with the Minnesota Farm Winery License. Jim searched in Chisago County for 3-4 years before finding the ideal site in terms of soils, location and zoning with the intention of pursuing a conditional use permit for the operation of a small winery. The soils at this site are perfect for the growing of wine grapes and the vineyard has been planted and in the ground for four years now.

With retirement in site with Jim at 65 and Sherry at 64 they are ready to pursue the next step with the conditional use permit and the investment of the required buildings and infrastructure. Jim has been crafting wine for more than 40 years and has been perfecting the art of making wine from their locally grown fruits for the past ten years. It has been a fun hobby to perfect good wines from winter hardy grapes grown in Minnesota and Wisconsin and they are ready to take the next step to pursue the opening of their winery. Jimmy has also played guitar since he was 12, taught guitar lessons for more than 15 years and it is their intent to have him play his acoustic guitar at the winery on occasion along with other local artists. Focusing on the experience at the winery, all music will be low key with the volume moderated so as to be respectful of their neighbors. In fact, they hope their neighbors will find their place an inviting meeting place for neighbors to gather for an enjoyable and positive experience. To that end all music venues that are outdoors will end at 8PM or earlier. Because Jim and Sherry are after the experience, they hope to have book readings, art showings, small stage shows or other events, to be held indoors, that compliment the intimate winery venue. There could also be classes such as 'Paint and Sip', 'Barn Square Painting', 'Wreath making', etc. All classes will require advance sign-ups and will be limited in size to our seating capacity. Again, out of respect for their neighbors, all outside events at the winery will conclude by 8PM or earlier. Further, the capacity of the site will be limited to what is determined by the fire inspector, which we estimate to be about 40-45 inside and outdoor seating of about 55-60 under the overhang and in the pavilion where the site could handle a maximum of 100 people rare events but expect the usual number of people at any given time to be less than 25. Additionally, Jim and Sherry have ample parking areas set aside (see site plan) on site for 36 spaces in the designated area and overflow parking toward the back of the site. In terms of staffing, Jim and Sherry will hire 2-4 part time people to assist with providing a positive experience for all visitors.

They will charge for their tastings; they will sell wine by the glass to be consumed on site. They will also sell bottles sealed to take home as is designated by the farm winery license guidelines. Additionally, the wine manufactured and sold will also be in compliance with the Minnesota Farm Winery License. They will have some lite food accompaniments and will get the proper license from the health department. While the food menu is not fully fleshed out, they are thinking of charcuterie Boards made with locally sourced cheese, meats, crackers and specialty dips, chips and dip, popcorn and desserts that pair with wine but also utilize the fruits grown on site (for example apple crisp made from their apples or white chocolate cherry scones). For events, there may be the option of a food truck to provide the food companion to the wine. For those who come along with friends but don't want wine, they will also have espresso and specialty coffees, bottled water and soda. In character with the artist flavor of the community, they also will have art and crafted items as well as wine themed items in a retail section for sale at the winery. This could include t-shirts, socks, candles, soaps, wine glasses and accessories, ornaments, jams, jellies, maple syrups, music, seasonal and other boutique type gift items that fit with a winery and rural retail tourism.

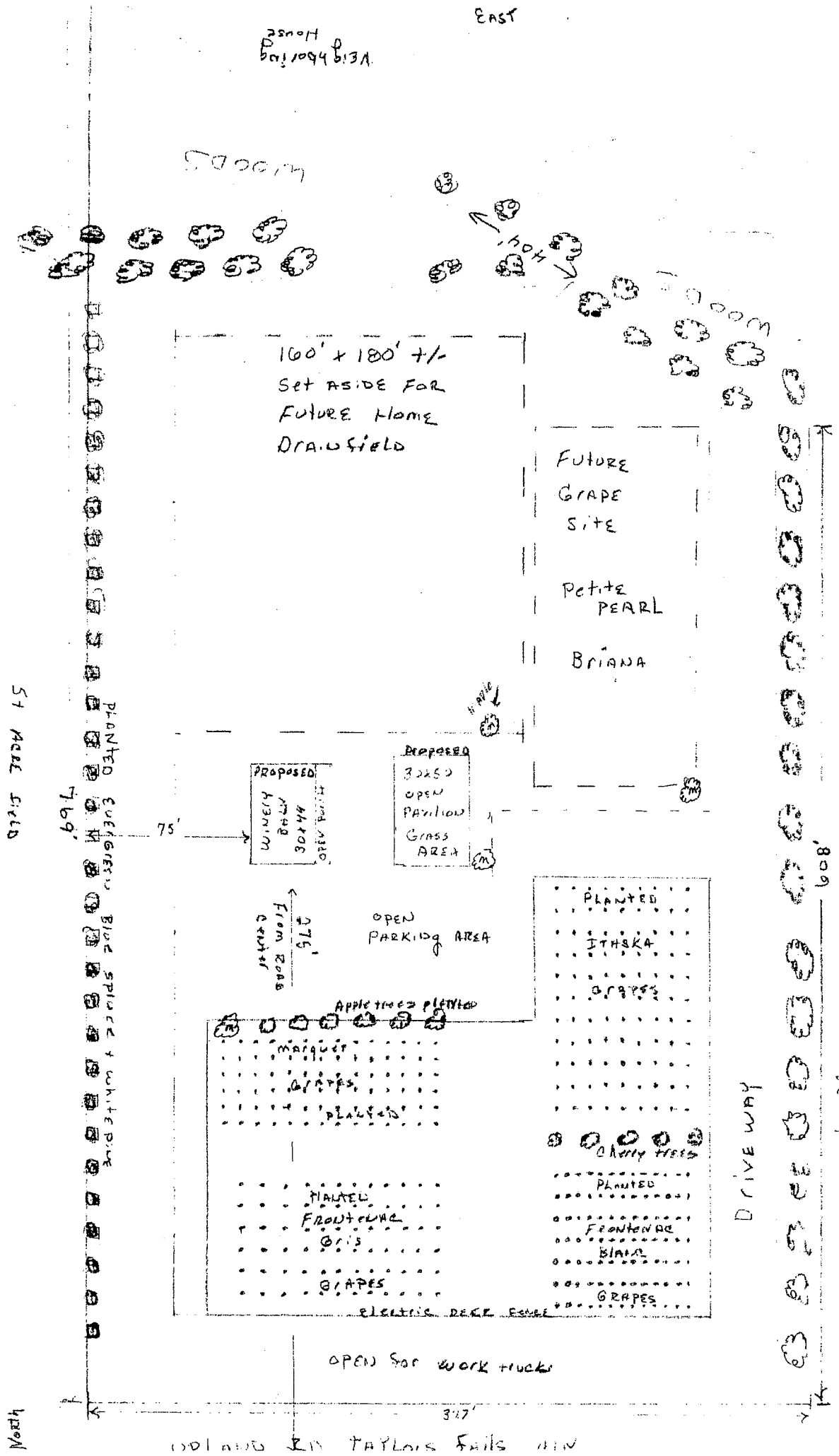
Jim and Sherry frequently talk of their love of Chisago County. They love how close it is to the city but is still the country. They love the wild life, the birds and the habitat. They want to respect this quality of life that exists in this beautiful part of the County, bringing an artistic and creative aspect to the creation of good wine as well as the hard work that goes into the tending of the vines and the orchard.

As stated above, they are desiring to open a small boutique winery on their property on Upland Road (Shafer Township R08.0025.1.35) encompassing their vision of rural retail tourism that is tastefully done and respectful of the setting. The wine at small boutique wineries has a terrier of the soils and climate of the location grown unlike the mass produced wines. Similarly, the wines at boutique wineries are small batch wines and every year the wine will be special in terms of the flavor. The site is almost a six acre site, zoned agricultural/residential with solar field across in the front to the west, a neighbor to the south east, a farm field to the northwest and a neighborhood along the back to the north east. There is a buffer existing of large trees on two of the sides, a solar field on the front side and a row of 6-10 year old Blue Spruce and White Pines, planted by Jim and Sherry that is growing into a buffer on the 4th side(north). There are already 400 grape vines, along with 25 apple and Cherry trees fenced and planted along the road side (front) of the property. As stated previously, along the northwest (side) of the property, there is a pine tree border planted – trees every 8-10 feet in the ground for four years now (transplanted as 6 year old trees knee to waste high currently). There also about 6-10 Maple Trees planted for shade and aesthetics that have also been in the ground now for about 4 years. Jim and Sherry included a site plan that includes construction of a high energy efficient steel pole barn 30x54 in size, with 10 foot side walls and with an 8 foot shed roof porch on south side (photo included, as planned to be built – colors and all). The building is located 75 feet from the treed planted property line on the north and 275 from the center line of upland road. The building will have a manufacturing facility in half and a tasting room in the other half. The tasting room will seat 40-45 on the inside and outside seating of approximately 55-60 as well. The hours of the facility will be Monday through Saturday Noon-8PM and Sunday Noon- 5PM. Additionally, the outside seating will be under an open side, covered pavilion approximately 30 x 40 in size on a concrete slab (see site plan), there is also designated parking area adjacent to the winery building on the street side (west). In the back part of the site, there is the location of the home site for Jim and Sherry. Their plan is for a ranch style home with an attached garage and will meet setbacks from the property lines but also provides buffer to the neighbors on the back side of the property.

In terms of sanitation, Jim and Sherry will comply all requirements of the County Sanitarian in terms of sizing and design of the Type One septic system. There will be a functioning bathroom and running water inside the pole barn, tasting and manufacturing building. They will work with the Sanitarian on how to handle the washing of tanks in terms of the septic system. Additionally, they will comply with providing satellite toilets as stipulated by the County Sanitarian. Jim and Sherry will also comply with all requirements of the health department in conjunction with both the manufacturing of the wine and the serving of any food. They have already secured the necessary federal permits and will secure any required state permits both for the manufacture of the wine as well as the sale of wine.

Lastly, this proposal fits with the descriptions and intents of the rural retail tourism and has the potential of creating additional jobs in the area as well as opportunities for others to grow the specialty crops needed for this operation. While some of the grapes and fruit will be grown on site, there will be a need to source other grapes and fruit for the manufacturing aspect of this proposal. It is the intension of Jim and Sherry to source the grapes and other fruit, locally to the extent possible.

In conclusion, Jim and Sherry have owned property in Chisago County for about 7 years. Sherry is originally from Maplewood and went to North St Paul High School. She also served the citizens of Oakdale MN as a member of the Oakdale City Council for 9 years. In her career she has been the director of nonprofits in the area of affordable housing in Washington County MN and youth prevention initiatives with rural schools in Wisconsin. Jim is a native of Eau Clarie Wisconsin and graduated from North High Eau Clarie. Having grown up in the lumber business with a father the past Vice President of Lyman Lumber, Jim has spent more than 40 years in residential and commercial construction and by trade is a journeyman carpenter and construction manager.


EAST
160' x 180' +/-
Set aside for
Future Home
Drainfield
Future
Grape
Site
Petite
PEARL
Briana
PROPOSED
WINERY
BARN
30'x40'
OPEN PORCH
PROPOSED
30'x50'
OPEN
PAVILION
GRASS
AREA
OPEN
PARKING AREA
PLANTED
ITHACA
GRAPES
Apple trees planted
Marquette
GRAPES
PLANTED
Cherry trees
PLANTED
Frontenac
Gris
GRAPES
PLANTED
Frontenac
BIANA
GRAPES
electric deer fence
DRIVE WAY
608'
694'
347'
OPEN for work trucks
North
Neighboring home
South
Taylors Falls MN

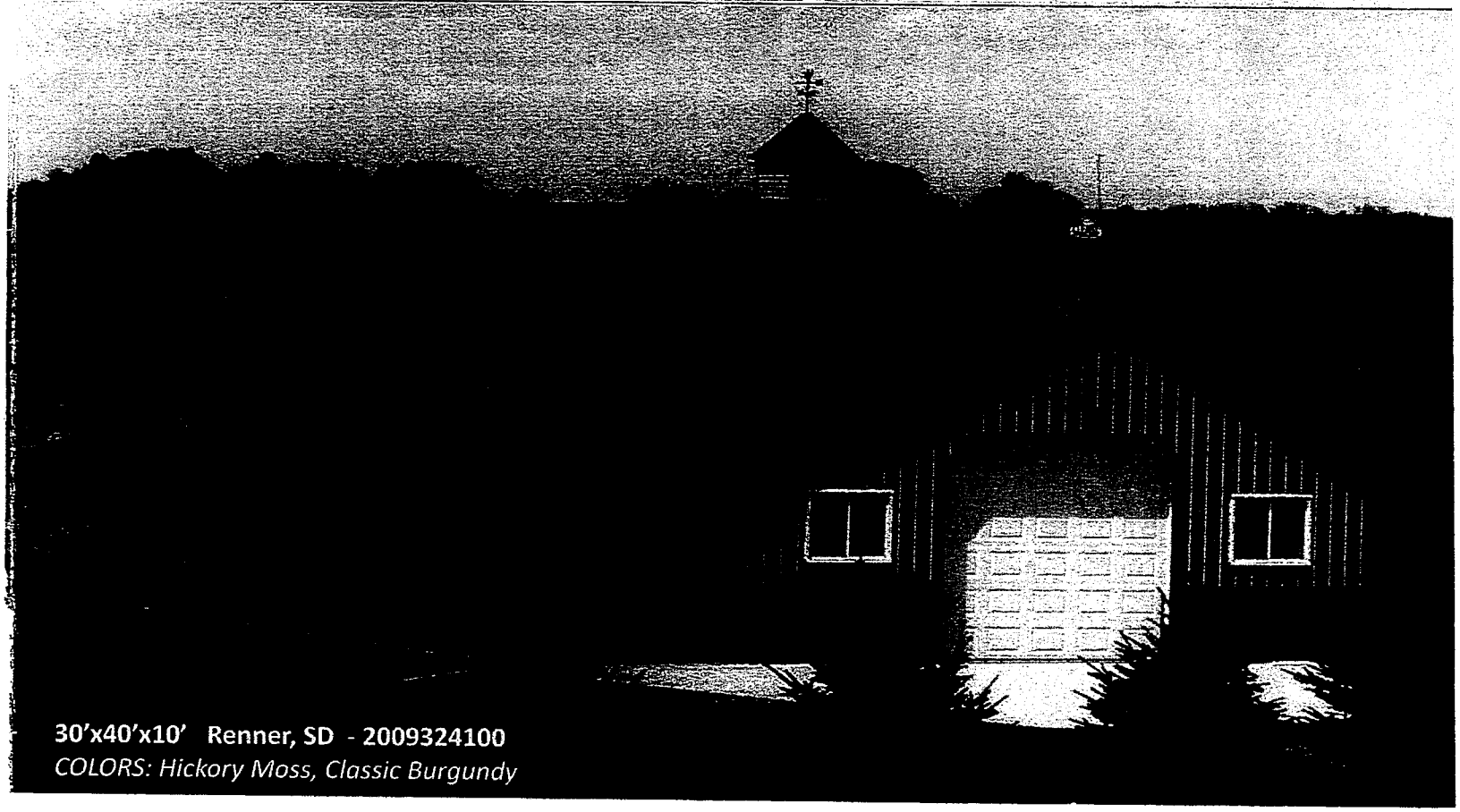
Building may be 30x54
Due to column spacing

1543

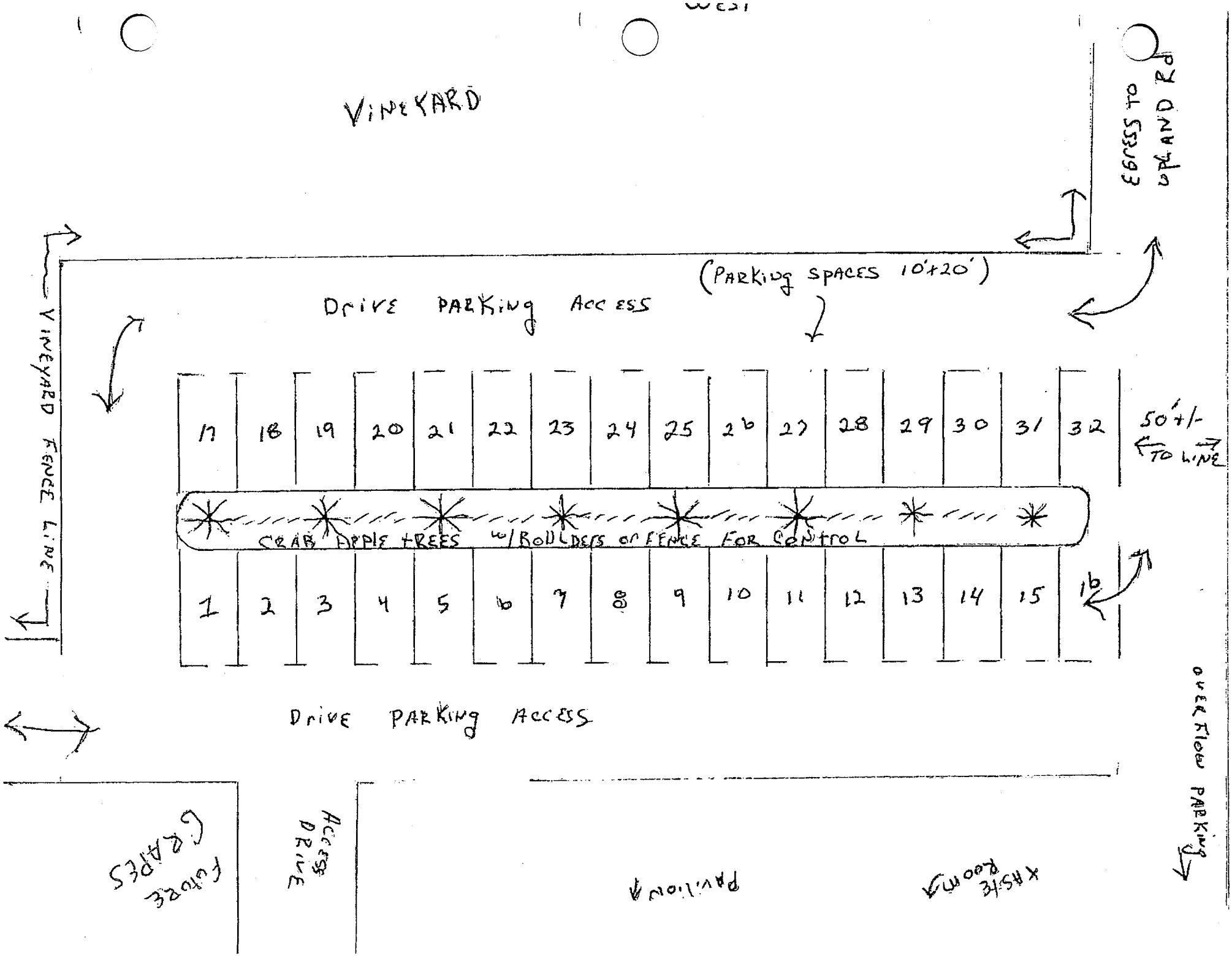
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ENERGY-MISER BUILDINGS

Comfort For All Seasons!



30'x40'x10' Renner, SD - 2009324100
COLORS: Hickory Moss, Classic Burgundy


VINEYARD
VINEYARD FENCE LINE
(PARKING SPACES 10'+20')
DRIVE PARKING ACCESS
17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32
50'+/- TO LINE
CRAB APPLE TREES w/BOULDERS or FENCE FOR CONTROL
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
DRIVE PARKING ACCESS
OVERFLOW PARKING
ACCESS DRIVE
PAVILION
RESTROOMS
PUBLIC GARDENS
EGRESS TO ORLAND RD

Jim & Sherry Goodpaster - Aerial Photo

Jim & Sher Investments LLC – Jim & Sher Investments LLC, property owner, represented by Jim Goodpaster and Sherry Timmermann Goodpaster, is requesting a Conditional Use Permit (CUP) for Rural Retail Tourism in order to establish a winery in the Agricultural (AG) District. The 5.66-acre property is located on Upland Road, approximately 410 feet north of Furuby Road / CSAH 20, Shafer Township, S23, T34, R19 (PID# 08.00251.35).

Jim & Sher Investments LLC Property -

Shafer Township
S23, T34, R19
PID # 08.00251.35



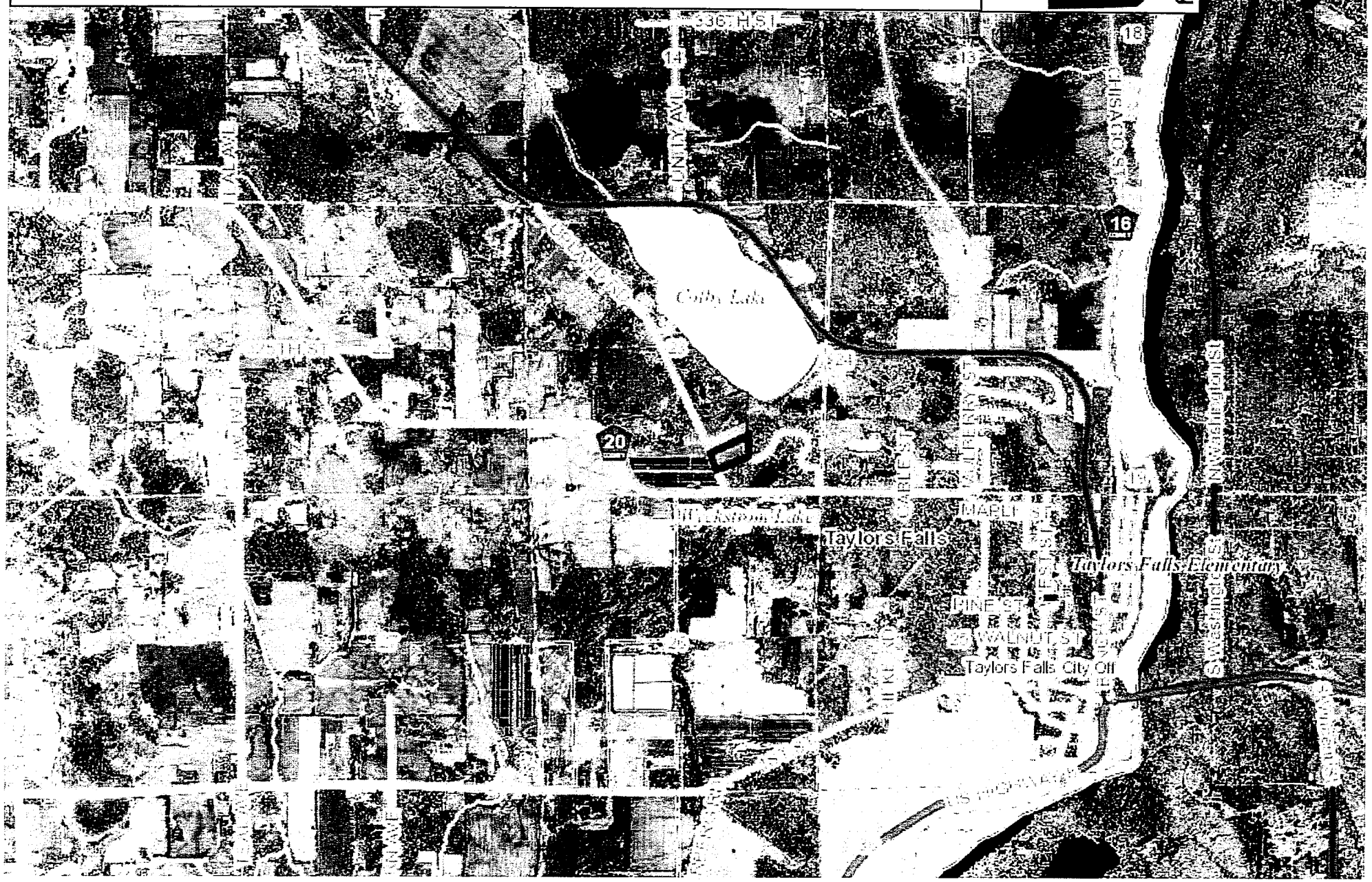
Jim & She Goodpaster - Aerial Photo

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Jim & Sher Investments LLC Property -

Chisago County

Sh Township
S23, T34, R19
PID # 08.00251.35



ALLEN
32344 Upland Road
Taylors Falls, MN 55084

May 20, 2022

Chisago County - Dept. of Environmental Services/Zoning
313 North Main Street, Room 240
Center City, MN 55012

RE: Winery Establishment Application, Upland Road Taylors Falls MN,
Jim & Sher Investments LLC
Written Testimony from Dennie and Debra Allen, Upland Road Residents

ATTN: Beth Gervais, Land Services Coordinator

We want to thank the Chisago County - Department of Environmental Services/Zoning for sending out communication via postal mail referencing the CUP application submitted by Jim & Sher Investments LLC for a winery establishment on Upland Road. We did request and receive the application for review.

After reading the application, we would like to submit our written testimony that we have concerns.

We do want to say that the winery vision seems very nice but believe that the Upland Road location is not the place. The following are our concerns:

- Neighborhood residents have been in area many years. They appreciate the area which currently offers: the quiet life, no crime, abundant wildlife, beauty, light traffic, ability to exercise, children playing in their yards, and safe feeling all around.
- Opening a winery that will operate seven days a week on Upland Road will result in people drinking and getting behind a vehicle wheel. This alone will open up all kind of issues or possible incidents/accidents. We are families that live along Upland with children, pets, etc.
- Opening a winery on Upland Road will bring in tourists/strangers to the area. Opening up this quiet Upland Road community to strangers can result in more crime. It is just the way of the world, and we hear about crime almost every day by watching or listening to news.
- Non-compliance to speed limit/traffic laws and excessive traffic down Upland Road will increase daily.

BT MAY 23 2022

- Upland Road residents that have been here for years may want to move due to the daily disruption that will occur in their lives if winery opens.
- The winery opening may affect our property taxes in not a good way.
- It appears to be small land parcel for winery vision.
- For many years there has been no established business along Upland Road. We just have to understand overall what that will mean to Upland Road and its residents, if approved.
- Regarding offering live music, if establishment adheres to what they are saying then perhaps there may or may not be an issue to the surrounding residents.

In closing, we want to add that we are new residents to Upland Road. We retired recently from another state. Our decision to move here resulted from studying the area and talking to the neighbors around us. By doing this we acknowledged the wonderful neighborhood ties, care for each other, and the strong family bonds. We would hate to see this disturbed or cause unrest.

The only issue we had about locating to Upland Road was the solar farm located corner of Upland Road and County Road 20. But after contacting the County at the time of land purchase consideration, they shared the plans submitted by the solar farm and how they were going to landscape the area.

We want to mention this because it just shows how once a permit is approved and structures are built and in service, that it is the Upland Road residents that have to see and live with that decision daily. We all know that the outside perimeter of the solar farm regarding the planted landscaping needs to be addressed and maintained better than it is now. If not, then the exterior solar farm perimeter will always appear unattractive as it does now.

We appreciate the opportunity to submit this written testimony and hope that the Chisago County Department of Environmental Services/Zoning listen to all residents speaking their opinion regarding this submitted application.

Sincerely,

Dennie and Debra Allen

RESOLUTION NO. PC2022-0601

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT 32XXX UPLAND ROAD IN SHAFER TOWNSHIP

WHEREAS, Jim & Sher Investments LLC, property owner, and Jim Goodpaster & Sherry Timmermann Goodpaster, applicants, submitted an application dated received April 26, 2022 and considered complete on May 2, 2022 for a Conditional Use Permit allowing Rural Retail Tourism on property located at 32XXX Upland Road in Shafer Township; and

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

WHEREAS, the subject site is 5.66 acres in size and legally described as:

PID 08.00251.35

That part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section 23, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows:

Commencing at the South Quarter Corner of said Section 23; thence N84°20'19"E along the south line of said Section 23, 917.97 feet to the center line of Upland Road; thence N26°45'14"W along said center line 425.74 feet to the point of beginning; thence N63°14'46"E 609.51 feet to the east line of said SW ¼ of the SE ¼, thence N03°25'16"W along said east line 403.41 feet; thence S60°00'00"W 770.52 feet to the center line of said Upland Road; thence S26°45'14"E along said center line 326.78 feet to the point of beginning.

SUBJECT TO Upland Road Right of Way.

wife and husband

WHEREAS, notice was provided and on June 2, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Environmental Services Director, the applicant, and invited members of the public to comment; and

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

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

Finding #1 *The proposed CUP is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land uses:*

- *To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)*
- *To protect natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities (p 4-6)*
- *To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)*
- *To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)*

- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*
- *To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)*

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

Finding #2 *The County finds that the proposed Rural Retail Tourism use will not create any demand on existing parks, schools or utilities which serve the subject site. The proposed use will create additional demand on Upland Road; however, the road authority – Shafer Township – did not provide any comment on traffic or road maintenance concerns.*

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

Finding #3 *Given the existing vegetation (trees) on the subject property along the northerly, easterly and southerly boundaries and the existing solar garden to the west, the County finds that the subject site is sufficiently separated by screening from adjacent development, so as to not cause undue negative impact, nor deter future development.*

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

Finding #4 *The proposed Rural Retail Tourism use (winery and gathering venue) will be conducted within structures common in the Agricultural (AG) District and found to have no adverse appearance effect on adjacent properties. Further, the use will be screened by tree cover on the northerly, easterly and southerly property boundaries.*

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

Finding #5 *The County finds that the Chisago County Zoning Ordinance allows Rural Retail Tourism as a Conditional Use in the AG District. In addition, Sections 4.15 of the Chisago County Zoning Ordinance specifically encourages the development of Rural Retail Tourism with the following specific goals:*

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

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

Finding #6 *See Finding #5.*

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

Finding #7 *It is anticipated that there will be an increase in traffic on Upland Road as customers arrive and depart from the Rural Retail Tourism use (winery and gathering venue). However, the road authority – Shafer Township – was given the opportunity to review the proposed use and did not note any concerns related to traffic hazard or congestion. Further, the County Engineer did not note that traffic levels, hazard or congestion were matters of concern with this application.*

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

Finding #8 *Of the adverse impacts identified in Factor #8, the County believes that noise associated with the Rural Retail Tourism (winery and gathering venue) may be a concern to nearby properties / property owners. To address potential noise concerns, the County is requiring, as conditions of this CUP, that the permittee maintain the existing vegetation along the northerly, easterly and southerly property boundaries and adhere to hours of operation ending no later than 8:00 pm on any given day.*

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

1. The property shall be developed and used in accordance with the site plans and written narrative dated received April 26, 2022. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
2. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) subject to the following hours of operation: Monday – Saturday 12:00 pm – 8:00 pm and Sunday 12:00 pm – 5:00 pm. All outdoor music performances must conclude by end of business (Monday – Saturday being 8:00 pm and Sunday being 5:00 pm).
3. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
4. Noise generated from the Rural Retail Tourism use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor amplified music at any time.
6. The maximum number of customers / guests for all uses combined, including the winery and gathering venue, shall not exceed 105 at any given time.
7. Permittee shall accommodate all parking onsite and shall provide a minimum of 32 parking stalls as shown on the approved parking plan stamp dated received May 19, 2022.
8. Permittee shall ensure that adequate access and parking is available and maintained to

accommodate emergency vehicles.

9. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
10. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
11. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
12. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
13. 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.
14. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.

Adopted by the Planning Commission of Chisago County, Minnesota, this 2nd day of June, 2022.

Kelly Corbin	_____	Dave Whitney	_____
James McCarthy	_____	Jolene Wille	_____
Frank Storm	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____
Chip Yeager
Chair

ATTEST: _____
Kurt Schneider
Environmental Services Director

Chisago County Request For Board Action

Meeting Date: June 15, 2021	***Item Number:*** 16
Title of Item for Consideration: Zoning Ordinance Amendment – Functions of the Planning Commission	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Planning Commission

Previous Action on this Matter: On April 13, 2022 the County Board of Commissioners completed the mandated redistricting evaluation and mapping of each of the five (5) County Commissioner Districts for 2023 and beyond.

At its meeting on May 5, 2022, the Planning Commission considered the impacts of redistricting to the structure and membership of the Planning Commission based upon the existing zoning ordinance criteria outlined in *Section 8.03 Functions of the Planning Commission.* The Planning Commission requested the County Attorney's Office to provide an opinion that addressed the subject.

At its meeting on June 2, 2022, the Planning Commission received and discussed legal opinion guidance on the impacts of redistricting on the Planning Commission Composition and Membership.

Background: At its meeting on June 2, 2022, the Planning Commission received and discussed the attached legal opinion guidance and staff report memo on the impacts of redistricting on the Planning Commission Composition and Membership provisions of Zoning Ordinance *Section 8.03 Functions of the Planning Commission.*

The resulting discussion of the Planning Commission is the recommendation and request for authorization to proceed with a zoning text amendment/public hearing on the *attached* draft ordinance amendment - an ordinance amending Chisago County Zoning Ordinance 08-03 Section 8.03 Functions of the Planning Commission.

***Attachment(s)*:**

- Draft Zoning Ordinance Amendment Section 8.03 Functions of the Planning Commission
- May 26, 2022 Staff Report Memo to the Planning Commission
- May 25, 2022 Legal Opinion to the Planning Commission

Action Requested/Recommended: It is respectfully requested that the Chisago County Board authorize the Planning Commission to proceed with a public hearing and formal review of amendments to Section 8.03 of the Chisago County Zoning Ordinance. The suggested motion to direct the Commission is presented as follows:

"Move to authorize and direct the Chisago County Planning Commission Proceed with Public Notification and Conduct of a Public Hearing and Review of Amendment(s) to Chisago County Zoning Ordinance Section 8.03 Functions of the Planning Commission as Presented in Draft Form and/or Amended"

Implications of Action: The Draft Ordinance as presented will be distributed to all area cities and towns and public hearing notification initiated for a hearing before the Planning Commission on

August 4, 2022.

Budget/Financial Implications: With the exception of publication costs, there are no direct financial implications at this time.

Legal/Policy Implications: The Draft 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 local law and policy as pertains to Planning Commission membership.

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

CHISAGO COUNTY
STATE OF MINNESOTA ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHISAGO COUNTY ZONING ORDINANCE 08-03 SECTION 8.03 FUNCTIONS OF THE PLANNING COMMISSIONAS FOLLOWS

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

Section 8.03 Functions of the Planning Commission

A. The Planning Commission is established. The Planning Commission shall be composed of 7 voting members appointed by majority vote of the County Board. No more than one voting member of the commission shall be an officer or employee of the county. No voting member of the commission shall have received, during the two years prior to appointment, any substantial portion of income from business operations involving the development of land within the county for urban and urban related purposes. Five of the 7 members shall each be appointed according to his or her County Commissioner District and upon nomination of the County Commissioner seated in his or her respective County Commissioner District. The remaining two voting members shall be appointed and reside in the unincorporated areas of the county. The County Board shall annually assign a County Board Commissioner as committee liaison to the Planning Commission. The committee liaison shall be an ex officio member of the Planning Commission

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

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

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

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

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

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

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

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

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

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

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

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

Effective Date. This ordinance shall be effective upon its passage and publication according to law.

Passed and approved this ____ day of _____ 2022, by the Chisago County Board of Commissioners.

_____

Richard Green, Chairperson

ATTEST:

_____

Chase Burnham, County Administrator

Published on the _____ day of _____ 2022.

Drafted by:
Chisago County Environmental Services Department
313 N. Main Street
Center City, MN 55012

Reviewed and approved as to form

*s/ Jeffrey B. Fuge*_____ Dated _____
Jeffrey B. Fuge
Assistant County Attorney.

Staff Report

TO: Chisago County Planning Commission
FROM: Kurt Schneider, Environmental Services Director
DATE: May 26, 2022
RE: Legal Opinion – Impacts of Redistricting on Planning Commission Composition and Membership.

Background:
On April 13, 2022 the County Board of Commissioners completed the mandated redistricting evaluation and mapping of each of the five (5) County Commissioner Districts for 2023 and beyond. In the process of doing so, the corresponding district boundaries will change effective January 1, 2023, relative to the residency of associated district specific advisory appointments to several boards and commissions, including the County Planning Commission.

At its meeting on May 5, 2022, the Planning Commission considered the impacts of redistricting to the structure and membership of the Planning Commission based upon the existing zoning ordinance criteria outlined in ***Section 8.03 Functions of the Planning Commission.*** The Planning Commission requested the County Attorney's Office to provide an opinion that addressed the subject. The legal opinion of the County Attorney's Office is attached.
To aid in discussion and review please note the following summary of related Statute and Zoning Ordinance provisions as well as a "track changes" version of the May 5th text amendment proposal(s) presented by Planning Commissioner Storm:

Minnesota Statute authorizes county boards to establish a planning commission pursuant to Statutes Section 394.30, subdivision 1 (2021), emphasis added, which states:

Subdivision 1. **Appointed chair; members**. Any board of county commissioners may by ordinance appoint a planning commission composed of not less than five nor more than 11 members appointed by the chair of the board. At least two members shall be residents of the portion of the county outside the corporate limits of municipalities. The manner of appointment and terms of office of the members shall be as provided in the ordinance. No more than one voting member of the commission shall be an officer or employee of the county. No voting member of the commission shall have received, during the two years prior to appointment, any substantial portion of income from business operations involving the development of land within the county for urban and urban related purposes. In the ordinance establishing the planning commission the board may designate any county officer or employee as an ex officio member of such commission. The term of office and removal of any member for nonperformance of duty or misconduct in office as well as filling vacancies on the board shall be as provided in the ordinance creating the commission.

Chisago County Zoning Ordinance Section 8.03 Functions of the Planning Commission states, in part, the following with emphasis added:

Section 8.03 Functions of the Planning Commission

A. Commissioners hereby establishes the Chisago County Planning Commission. Such Planning Commission shall consist of members appointed by the County Board. One member shall be appointed from each Commissioner's District. No more than two (2) members shall be residents of the incorporated communities of Chisago County.

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

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

Planning Commissioner Storm took the initiative to offer the below tracked changes Zoning Ordinance text amendment(s) for discussion at the May 5th regular meeting:

Section 8.03 Functions of the Planning Commission

A. Commissioners hereby establishes the Chisago County Planning Commission. Such Planning Commission shall consist of members appointed by the County Board. One member shall be appointed from each Commissioner's District. No less than three (3) members shall be residents of the incorporated communities (townships) of Chisago County.

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

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

Action Requested:

Please review the above enabling statute and zoning ordinance language with the attached Opinion from Assistant County Attorney Fuge. Prepare to discuss the Opinion with Attorney Fuge at your meeting and to offer comment and recommendation to the County Board of Commissioners for their meeting of June 15, 2022.

Consistent with the County Attorney's opinion and resulting recommendation to repeal and replace Zoning Ordinance Section 8.03 A and C (pg. 8), staff has generated and also included a *DRAFT* text amendment ordinance document for consideration.

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

May 25, 2022 LEGAL OPINION

To: Charles Yeager, Planning Commission Chair

From: Jeffrey B. Fuge, Assistant County Attorney

RE: Legal Opinion – Impacts of County Board Redistricting on Terms of Office and the Appointment the Chisago County Planning Commissioners Under Current Ordinance and Recommendation for Ordinance Revisions.

Dear Chairman Yeager:

The County Attorney's Office here responds to the Planning Commission's request for a legal opinion that addresses the impacts of the recent County Board redistricting on the membership on the Planning Commission under current language of the Chisago County Zoning Ordinance, hereinafter "Zoning Ordinance". Specifically, the request for legal opinion asks the County Attorney to consider how the County Commissioner District Plan affects the current membership of the Planning Commission and the appointments to vacancies on the Planning Commission give current language in the Zoning Ordinance that requires five of its seven members to be appointed from each Commissioner's District and restricts membership on the Planning Commission to no more than two residents from the cities of the County.

This legal opinion is being provided to all Planning Commissioners and the County Board Liaison as a document of the meeting packet for the Planning Commission's June 2, 2022 meeting. I will be present at the meeting to discuss the legal opinion and answer questions of the Planning Commission on this subject matter.

SUMMARY OF LEGAL OPINIONS

As discussed below it is the opinion of the County Attorney's Office that under current language of the Zoning Ordinance the redistricting of the County Commissioner Districts probably will cause vacancies in two of the offices of the Planning Commission and disqualify from reappointment two incumbent Planning Commissioners whose terms expire on December 31, 2022. It is also the opinion of the County Attorney's Office that current language of the Zoning Ordinance would prohibit at least two Commissioners from nominating any person within their respective districts and that amendments to the provisions of the Zoning Ordinance are necessary to allow for each of the five Commissioners to

nominate a person to one of the five offices of the Planning Commissioner that are filled according to residency of Commissioner District.

BACKGROUND

The Chisago County Planning Commission is composed of seven voting members and the Zoning Ordinance restricts the composition of the Planning Commission to not more than two members who reside within the geographic boundaries of incorporated area (cities) within the County. Five of the members are considered to be representatives of the Commissioner Districts in which they reside. Each of these five members are selected by the County Commissioner who represents the Commissioner District in which the respective Planning Commissioner resides. The remaining two voting members on the seven-member Planning Commission are nominated and appointed without regard to Commissioner District of residency. These remaining two members hold the two respective offices as At-Large members. Additionally, the Planning Commission has one ex-officio member without voting privileges upon designation by the County Board. By operation of ordinance language, the County Board may designate a County Commissioner or a county employee to serve in this ex-officio seat, but typically the County Board has designated a County Commissioner to serve in this ex-officio office as County Board Liaison.

The County Board of Commissioners is composed of five Commissioner Districts. The results of the 2020 census required the redistricting of all of the five Commissioner Districts. In April 2022, the County Board adopted a redistricting plan that significantly altered the boundaries of each of the five County Commissioner Districts and placed on the 2022 ballot all five offices of the County Board of Commissioners. Accompanying this legal opinion is a map entitled "Planning Commission Residency Map" which depicts the boundaries of the new Commissioner Districts. The map also notes the location of the residence of each of seven Planning Commissioners in relation to the new Commissioner Districts and the map identifies the term of office of each of the seven incumbent Planning Commissioners.

RESULTING IMPACTS FROM REDISTRICTING

Several impacts of restricting are observable from the Planning Commission Residency Map given current language of the residency requirements and membership limitations of the Zoning Ordinance.

1. First, redistricting resulted in two of the five newly created Commissioner Districts being entirely within the boundaries of incorporated areas of the County. District 1 contains all land within the incorporated area of the City of North Branch. District 3 contains all land within the incorporated areas of the adjacent cities of Lindstrom and Chisago City. Under the new Commissioner District plan no incumbent Planning Commissioner resides in either District 1 or District 3 and, as discussed below, current ordinance language prohibits the Commissioners elected to District 1 and District 3 from nominating a resident of their Commissioner District to serve on the Planning Commission. The current ordinance language limits membership to the Planning Commission to not more than two residents of incorporated areas within the County and one of those two district appointed offices is held by Commissioner Frank Storm, appointed by the District 5 office of County Commissioner.

2. Second, redistricting relocated the Commissioner District of residence of three incumbent Planning Commissioners to a Commissioner District different from the Commissioner District from which he or she was nominated and appointed.

a. Redistricting changed the Commissioner District of residence of Planning Commissioner Kelly Corbin from Commissioner District 1 to within Commissioner District 2. By operation of state law, Planning Commissioner Corbin is disqualified for reappointment to Commissioner District 1 when her term of office expires on December 31, 2022 because redistricting relocated her residence to within District 2 and only persons residing in Commissioner District 1 may be nominated and appointed to the office.

b. Redistricting relocated the Commissioner District of residence of Planning Commissioner Dave Whitney from Commissioner District 3 to newly created Commissioner District 2 and by operation of state law it is quite likely that this office will become vacant by operation of state law before his term expires in January 2024.

c. Redistricting relocated the Commissioner District of residence of Planning Commissioner James McCarthy from Commissioner District 2 to newly created District 5, an office currently held by Planning Commissioner Frank Storm whose term continues through January 2024. Redistricting does not impact the office held by Planning Commissioner Storm because his residence of appointment continues in District 5.

3. Third, redistricting leaves in question the eligibility for reappointment of Planning Commissioner Chip Yeager to the Planning Commissioner District 4 office. Planning Commissioner Yeager resides inn the City of Wyoming and his term expires on December 31, 2022. Like the vacancies in the Planning Commission offices of Commissioner District 1 and Commissioner District 3, it is quite likely that the Planning Commissioner appointed to Commissioner District 4 would have to be a resident of the unincorporated area of Commissioner District 4.

DISCUSSION

When considering applicable state law and current language of the Zoning Ordinance that provides for the establishment and composition of the Planning Commission and the membership qualifications of members appointed to the Planning Commission, it is the opinion of the County Attorney's Office that redistricting has the impacts to the Planning Commission membership as illustrated and described in the table found on the following page.

Redistricting Impacts on Current Membership and Future Appointment Under Current Ordinance Language

Member Name	District of Nomination	2023 District of Residence	City or Unincorporated	Term	Concern
Kelly Corbin	#1	#2	Unincorporated	Exp. 12-31-2022	Reappointment not possible. Displaced by redistricting Commissioner from District #1 nominates from within District #1.
James McCarthy	#2	#5	Unincorporated	Exp. 01-05-2025	Displaced Vacancy. §351.02 (4) Commissioner from District #2 to nominate from within District #2.
Dave Whitney	#3	#2	Unincorporated	Exp. 01-05-2024	Displaced Vacancy. §351.02 (4) Commissioner from District #3 to nominate from within District #3.
Chip Yeager	#4	#4	City of Wyoming	Exp. 12-31-2022	Reappointment uncertain. District #4 appointment must be from unincorporated area to afford Commissioners of District #1 and District #3 a nomination from respective District
Frank Storm	#5	#5	City of Rush City	Exp. 01-04-2025	Continues to Serve
John Sutcliffe	At-Large	At-Large	Unincorporated	Exp. 01-04-2025	Continues to Serve
Jolene Wille	At-Large	At-Large	Unincorporated	Exp. 01-04-2025	Continues to Serve

The analysis starts with the statutory authority given to the County Board to establish and provide for the Planning Commission and then turns to the language of the Zoning Ordinance that defines how the County Board has exercised its authority.

The Legislature authorizes county boards to establish a planning commission. Minnesota Statutes Section 394.30, subdivision 1, states:

> " Subdivision 1.**Appointed chair; members.** Any board of county commissioners may by ordinance appoint a planning commission composed of not less than five nor more than 11 members appointed by the chair of the board. At least two members shall be residents of the portion of the county outside the corporate limits of municipalities. The manner of appointment and terms of office of the members shall be as provided in the ordinance. No more than one voting member of the commission shall be an officer or employee of the county. No voting member of the commission shall have received, during the two years prior to appointment, any substantial portion of income from business operations involving the development of land within the county for urban and urban related purposes. In the ordinance establishing the planning commission the board may designate any county officer or employee as an ex officio member of such commission. The term of office and removal of any member for nonperformance of duty or misconduct in office as well as filling vacancies on the board shall be as provided in the ordinance creating the commission."

Minnesota Statutes section 394.30, Subd 1 (2021), emphasis added.

Acting on this authority, the Chisago County Board of Commissioners established the Planning Commission when enacting the Zoning Ordinance. Specifically, Section 8.03 of the Zoning Ordinance provides for the Planning Commission and, in pertinent part, Section 8.03 A – C currently states:

"A. The Chisago County Board of Commissioners hereby establishes the Chisago County Planning Commission. Such Planning Commission shall consist of members appointed by the County Board. One member shall be appointed from each Commissioner's District. No more than two (2) members shall be residents of the incorporated communities of Chisago County.

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

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

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

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

Chisago County Zoning Ordinance, Section 8.03 A-C, emphasis added.

Vacancies Caused by Redistricting

The initial question to be considered is how many seats on the Planning Commission will become vacant before or on the date in which redistricting takes effect, January 1, 2023. It is the opinion of the County Attorney's Office that, by operation of Minnesota Statutes Section 351.02 (4) and Section 8.03 A of the Zoning Ordinance, four of the seven offices of Planning Commission offices - Districts #1, 2, 3 and #4 - will have vacancies that must be filled by appointment by the County Board of Commissioners at the start of its next term in January 2023. It is the opinion of the County Attorneys that the offices of the Planning Commissioners appointed to serve District #5 and the two At-large offices will remain occupied.

The terms of Planning Commissioner Kelly Corbin (District #1) and Planning Commissioner Chip Yeager (District #4) will expire on 12/31/2022 under the current language of the ordinance. The terms Planning Commissioner Jim McCarthy (Commissioner District # 2) and Planning Commissioner Dave Whitney (Commissioner District #3) also lapse on 12/31/2022 by application of the state's definition of vacancy to the Zoning Ordinance's current language that requires each Planning Commissioner to be appointed from his or her County Commissioner District of residence.

In the present case, the term of Planning Commissioner Jim McCarthy expires on 01/05/2025 and the term of Planning Commissioner Dave expires on 01/05/2024. However, neither will reside in the Commissioner District to which they were appointed because the district from which they were appointed has moved due to redistricting. This is quite similar to the incumbent County Commissioners whose terms continued beyond January 1, 2023 but lapsed because they were redistricted out of the district from which they were elected.

The state's definition of vacancy of a local office is found at Minnesota Statutes section 351.02 (4). Under section 351.02(4), a local office will become vacant before the expiration of the term in the event that the person holding that local office ceases to be an inhabitant of the district, county or city for which the incumbent was elected or appointed. When applying ordinary rules of statutory and ordinance interpretation, the County Attorney's Office has no alternative but to conclude that the offices held by Planning Commissioners Whitney and McCarthy will become vacant prior to expiration. Similarly, the County Attorney's Office has no alternative but to conclude that the County Board is without the authority to enact ordinance language that allow for an exception in the Zoning Ordinance to the state vacancy statute even though the legislature extended its authority to the County Board to set the term of the Planning Commissioners and determine the manner in which vacancies on the Planning Commission

may be filled. The Legislature did not extend to county boards the authority to enact ordinance language that provides for when a vacancy in the office of planning commission becomes vacant. Certainly, as a policy decision the County Board may come to its own determination on whether redistricting an incumbent Planning Commissioner out of district creates a vacancy, irrespective of this analysis or opinions of the County Attorney's Opinion on the matter.

Residency Limitation on Composition

We next discuss the limitations that the Zoning Ordinance places on the composition of the Planning Commission. The language found at Section 8.03 A of the Zoning Ordinance provides a restriction on the composition of the Planning Commission different from the restriction found in Minnesota Statutes section 394.30, Subd. 1. The language found in the Section 8.03 A of the Zoning Ordinance does not present a legal issue despite its inconsistency with state law. Rather, the inconsistency presents an issue of equal representation on the Planning Commission consistent with the intent of the County Board. As illustrated above, the County Board's chosen language restricts the appointment to no more than two residents of cities of the County to the Planning Commission and this language prevents each district from having a representative on the Planning Commission. An amendment to Section 8.03 A of the Zoning Ordinance to that found in section 394.30, Subd. 1 would allow for the appointment of residents of Commissioner District 1 and Commissioner District 3 without issue and such amendment would allow for the reappointment of the incumbent Planning Commissioner to Commissioner District 4, if the newly elected County Commissioner to District 4 so chose. Such an amendment would allow for the appointments to the Planning Commission consistent with the intent of the County Board to have a representative from each Commissioner District serve on the Planning Commission.

The County Attorney's Office has considered the proposal of Planning Commissioner Frank Storm to amend the Section 8.03 A of the Zoning Ordinance to allow for the appointment of no less than three (3) members who reside in the unincorporated communities of the County. The proposal also would require that the two At-Large members must be appointed from unincorporated areas of the County. While the offered language would be consistent with the restriction found in state law, the restriction of not less than three members who reside in the townships may very well present an obstacle to the appointments to the Planning Commission that would not be presented if the amendment to Section 8.03 A of the Zoning Ordinance mirrored language found in section 394.30, Subd. 1. Certainly, this obstacle to appointment falls away when paired with additional language proposed by Planning Commissioner Frank Storm that requires at-Large members to be residents of townships. Language in the County' Zoning Ordinance to require two of the seven members of the Planning Commission members from unincorporated areas and without regard to Commissioner District would satisfy the statutory restriction without the need of additional ordinance language.

Options and Recommendations

The County Board has a number of options to address the impacts of redistricting on the composition of the Planning Commission and membership qualifications of persons appointed and reappointed to serve on the Planning Commission, including, but not limited to, the following:

- The County Board could determine that under current language of the Ordinance a vacancy in an office of Planning Commissioner becomes vacant when, through redistricting, the residence of

the incumbent Planning Commissioner is no longer in the district from which he or she was appointed.

- The County Board could adopt ordinance language to lapse all terms of the offices of the Planning Commission in years in which the Country Commissioner Districts are redistricted, including or, in the alternative, with exception of members appointed at large.

- The County Board could revise the term of office of the Planning Commissioner to be consistent with the term of the County Board of Commissioners.

Alongside these options, the County Attorney's Office recommends to the County Board that it repeal and recreate Section 8.03 A and C of the Zoning Ordinance to states as follows:

> "A. The Planning Commission is established. The Planning Commission shall be composed of 7 voting members appointed by majority vote of the County Board. At least two voting members shall be residents of the portion of the County outside the corporate limits of municipalities. No more than one voting member of the commission shall be an officer or employee of the county. No voting member of the commission shall have received, during the two years prior to appointment, any substantial portion of income from business operations involving the development of land within the county for urban and urban related purposes. Five of the 7 members shall each be appointed according to his or her County Commissioner District and upon nomination of the County Commissioner seated in his or her respective County Commissioner District. The remaining two voting members shall be appointed at-large regardless of his or her district of residency. The County Board shall annually assign a County Board Commissioner as committee liaison to the Planning Commission. The committee liaison shall be an ex officio member of the Planning Commission and have no voting privileges on the Planning Commission. The County Board may also designate any county officer or employee as an ex-officio member of the Planning Commission with no voting privileges."

The recommendation addresses impacts presented by redistricting and corrects omissions and the awkward structure in current language of Section 8.03 of the Zoning Ordinance with the least amount of revisions to the County's Zoning Ordinance. The recommended amendment does not alter the authority or discretion of the County Board to provide for the composition of the Planning Commission and the recommended amendment to the Zoning Ordinance does not alter the structure of the Planning Commission.

JBF

cc: Kurt Schneider, Environmental Services Director

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 17
Title of Item for Consideration: Report and Recommendations from the June 8, 2022 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance Committee	***Department:*** County Board of Commissioners

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

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its June 8th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations:

The Budget and Finance discussed allowing the County Administrator the authority to spend up to $2,000 above originally allocated ARPA and CIP expenditures without seeking County Board Authority. **This was recommended for approval by the Budget and Finance Committee.**

The B/F Committee discussed using $281,000 of ARPA funds to match the CAP Grant match to improve the North Branch HHW Building. **This was NOT recommended for approval by the Budget and Finance Committee, rather the Committee recommended funding the grant match with Solid Waste Funds.**

County Environmental Services Director Kurt Schneider and Parks Director Joe Tart discussed a list of capital facility projects with the B/F Committee. The Committee did not recommend funding any currently, but rather to pursue the development of the Mountain Bike Course and the park bathroom/concession facility.

County Administrator Burnham discussed the CP Connect/311 program and whether to continue the program, as the platform changed to SeeClickFix. **This was NOT recommended for approval by the Budget and Finance Committee.**

County Attorney Janet Reiter discussed the challenges the County Attorney's Office has using Zoom due to the limited wiring and internet accessibility within her suite on third floor of Government Center. **It recommended for up to $30,000 of funding using unallocated 2022 CIP funds by the Budget and Finance Committee.**

Deputy County Auditor-Treasurer Waddell discussed with the Committee the changing accounting standards related to leases in 2023 and 2024. She requested the purchase of a program to meet the standard, LeaseQuery. **It was recommended for approval by the Budget and Finance Committee and to pay for the product using ARPA funds.**

The Chisago County Children's Collaborative sought $250,000 to support the valuable programs which are already in place and underway and which receive consistent review by the interagency collaborative. The Children's Collaborative or "Collaborative" is a group of local partner agencies including local schools, county agencies and community service providers who have entered into and maintained an Agreement to support children's services targeted at serving youth and families in our

Community. In recent years grants from the Collaborative have supported early childhood, mental health and transition services for youth. Specific programs have included the Truancy Program, Early Childhood Family Resource Provider, Job Developer for Youth, and Transportation Coordination for Day Treatment Program.

The Budget and Finance Committee recommended funding the Children's Collaborative with $118,000 of the County ARPA allocation.

Kyle Morehouse from Hometown Fiber presented to the Board the Hometown Fiber proposal to provide county, city and township leaders pre-engineering cost estimates on a township-by-township, city-by-city basis. The County is expected to receive construction cost projections, available grants and the scoring for each grant, local funding/bonding, anticipated network use, income from the network, etc. Additionally, it is proposed that the County will receive financial projections to defined areas of construction and engineering estimates. With defined areas of construction established, Hometown Fiber will generate network designs, maps of fiber routes, bill of materials, and all technical information needed for grant applications and other funding sources.

The Budget and Finance Committee recommended funding the Hometown Fiber Professional Services Proposal for Broadband Construction Costs and Financing Report with the County ARPA allocation, which was previously set aside for 'Broadband.'

County Sheriff Thyen and Chief Deputy Wood proposed utilizing canteen funds to cover the startup and annual maintenance costs of the jail tracking platform, CorreTrak, which will result in a zero net-cost to the County. **This was recommended for purchase by the Budget and Finance Committee.**

County Engineer Triplett presented the Public Works Facility projects to the Committee with the Construction Management and Engineering and Architectural Services contracts for both the Center City and Harris Shop projects. **The Budget and Finance Committee recommended the County Engineer continue to seek information relating to each project individually. They did NOT recommend funding at this time, however they discussed prioritizing the Harris Shop project because it was a larger expense.**

The Committee discussed the current County's Fee Schedule, and they directed staff to continue looking at making the fees reflective of 'market trends' and comparable to other counties.

Household Hazardous Waste Director Lisa Thibodeau and Environmental Services Director Schneider presented to the Committee a presentation regarding the 'Chisago County Waste Management Fee.' **The Budget and Finance Committee recommended increasing the Solid Waste Fee from $10.00 to $17.00.**

County Recorder discussed the current indexing and scanning project going on in the department and proposed spending $66,000 from the Recorders Technology Fund to pay for the completion of this project. **This was recommended for approval by the Budget and Finance Committee.**

Attachment(s):

- June 8th Budget and Finance Committee Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the June 8th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

"Move to accept the June 8th Budget and Finance Report."

And

"Move to approve allowing the County Administrator the authority to spend up to $2,000 above originally allocated ARPA and CIP expenditures without seeking County Board Authority.."

And

"Move to approve up to $30,000 of unallocated 2022 CIP funds to improve the internet wireless accessibility in the County Attorney's Office."

And

"Move to approve the purchase of LeaseQuery using ARPA funds."

And

"Move to approve funding the Children's Collaborative with $118,000 of the County ARPA allocation."

And

"Move to approve funding the Hometown Fiber Professional Services Proposal for Broadband Construction Costs and Financing Report with the County ARPA allocation, which was previously set aside for 'Broadband."

And

"Move to approve the purchase of the CorreTrak software for the Chisago County Jail using inmate canteen funds."

And

"Move to approve increasing the Solid Waste Fund from $10 to $17, and using the Solid Waste Funds to pay for the CAP Grant Match."

And

"Move to approve spending $66,000 of the Recorders Technology Fund to complete the scanning and indexing project with TriMin."

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

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

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

Administrator's Recommendation

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

BOARD AGENDA
June 15, 2022

ARPA BROADBAND IMPROVEMENTS WITH HOMETOWN FIBER

RESOLUTION NO. 22/0615-X
ARPA BROADBAND IMPROVEMENTS WITH HOMETOWN FIBER

WHEREAS, the Chisago County Board of Commissioners, desires to improve broadband capabilities within Chisago County, and;

WHEREAS, the Chisago County Board of Commissioners initiated a Broadband Critical Infrastructure Report for Chisago County conducted by Hometown Fiber, and;

WHEREAS, Hometown Fiber delivered the Broadband Critical Infrastructure Report dated April 6, 2022 to Chisago County and the Chisago County Board of Commissioners accepts this report, and;

WHEREAS, the Chisago County Board of Commissioners has received a Professional Services Proposal by Hometown Fiber dated May 31, 2022 for the creation, delivery and presentation of a Broadband Construction Costs and Financing Report that will address the estimated construction costs and financing options for the construction of fiber optic networks throughout the County; and:

WHEREAS, the Chisago County Board of Commissioners has determined that extending a professional services agreement to Hometown Fiber consistent with its proposal is in the best interests of Chisago County.

NOW, THEREFORE, BE IT RESOLVED that the Chisago County Board of Commissioners authorizes and approves of a professional services agreement with Hometown Fiber in an amount not to exceed the sum of $99,900, for consulting services to develop, deliver and present to the County Board a financial information report regarding estimated construction costs and financing options for the construction of fiber optic networks throughout the County.

BE IT FURTHER RESOLVED that the Chisago County Board of Commissioners authorizes and directs the County Administrator to negotiate and enter into a professional services agreement on terms and conditions as approved to form by the County Attorney and consistent with the proposal of Hometown Fiber and this resolution.

BE IT FURTHER RESOLVED that the Chisago County Board of Commissioners authorizes and approves of an expenditure of ARPA funds in the amount not to exceed $99,900 for purposes of costs incurred pursuant to the professional services agreement authorized herein.

Chisago County
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, June 8, 2022

3:00 PM • Boardroom

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

PROPOSED AGENDA

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

II. ARPA Items
   a. Current Preliminary Allocations
   b. ARPA Eligible CIP Items
   c. CAP Grant Match – HHW Remodel – Environmental Services
   d. Facilities/Mountain Bike Course/SIRT Connection – Parks
   e. CP Connect/ 311 Connect – Admin./Enterprise
   f. Lease Software – Auditor
   g. Wifi Internet Access - County Attorney
   h. Chisago County Interagency Children's Collaborative – County Attorney, Probation, HHS and County School Districts

III. Hometown Fiber Proposal – Broadband ARPA

IV. Harris Public Works and Center City Public Works Facilities Improvements

V. Recorder Indexing Project – Recorders Technology Fund

VI. County Fee Schedule Update

VII. Solid Waste Fee Discussion

VIII. CorreTrak – Chisago County Sheriff – Jail

IX. Other B/F Items

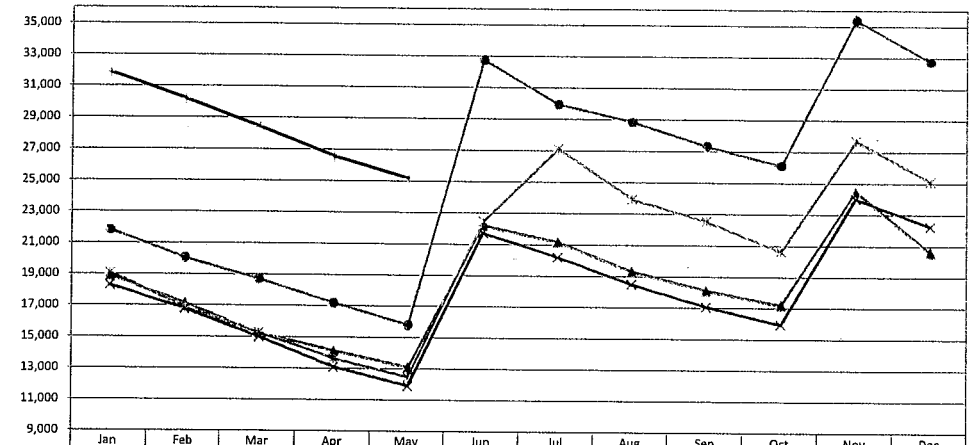
X. Board/County Values and Planning Schedule – Discussion

DRAFT

I.

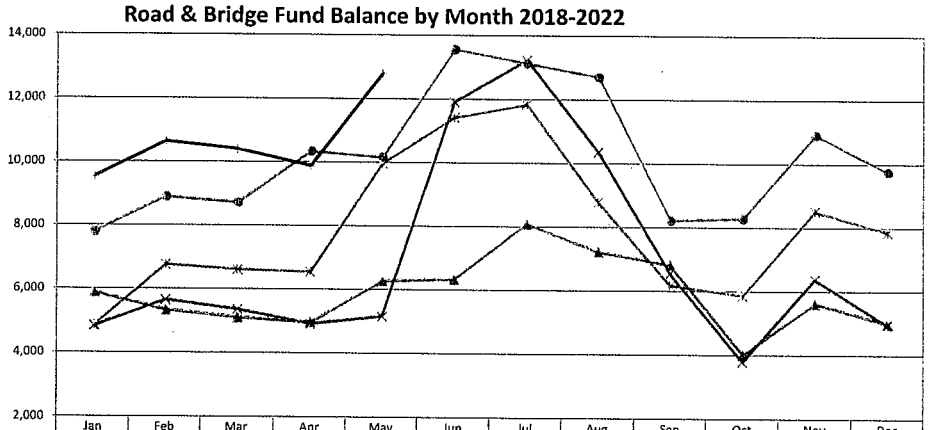
Fund Balance
(000's)

General Fund: Cash Fund Balance by Month 2018-2022



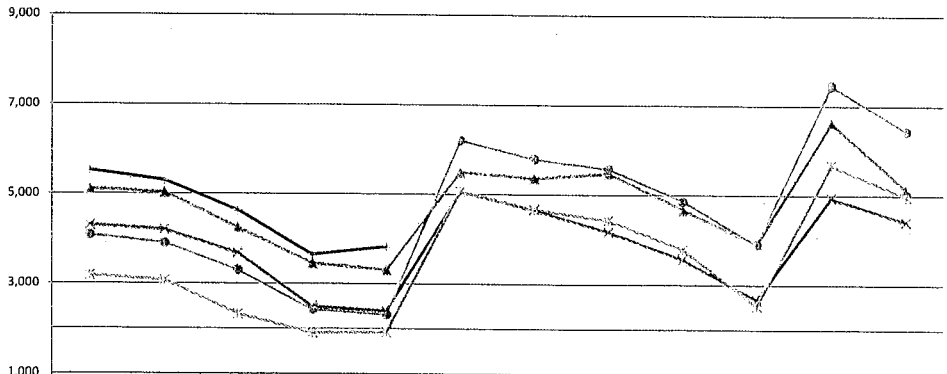
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	18,863	17,143	15,237	14,122	13,079	22,183	21,156	19,290	18,083	17,180	24,445	20,581
2019	18,285	16,768	14,999	13,074	11,892	21,708	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	30,169	28,401	26,522	25,144							

Road & Bridge Fund Balance by Month 2018-2022



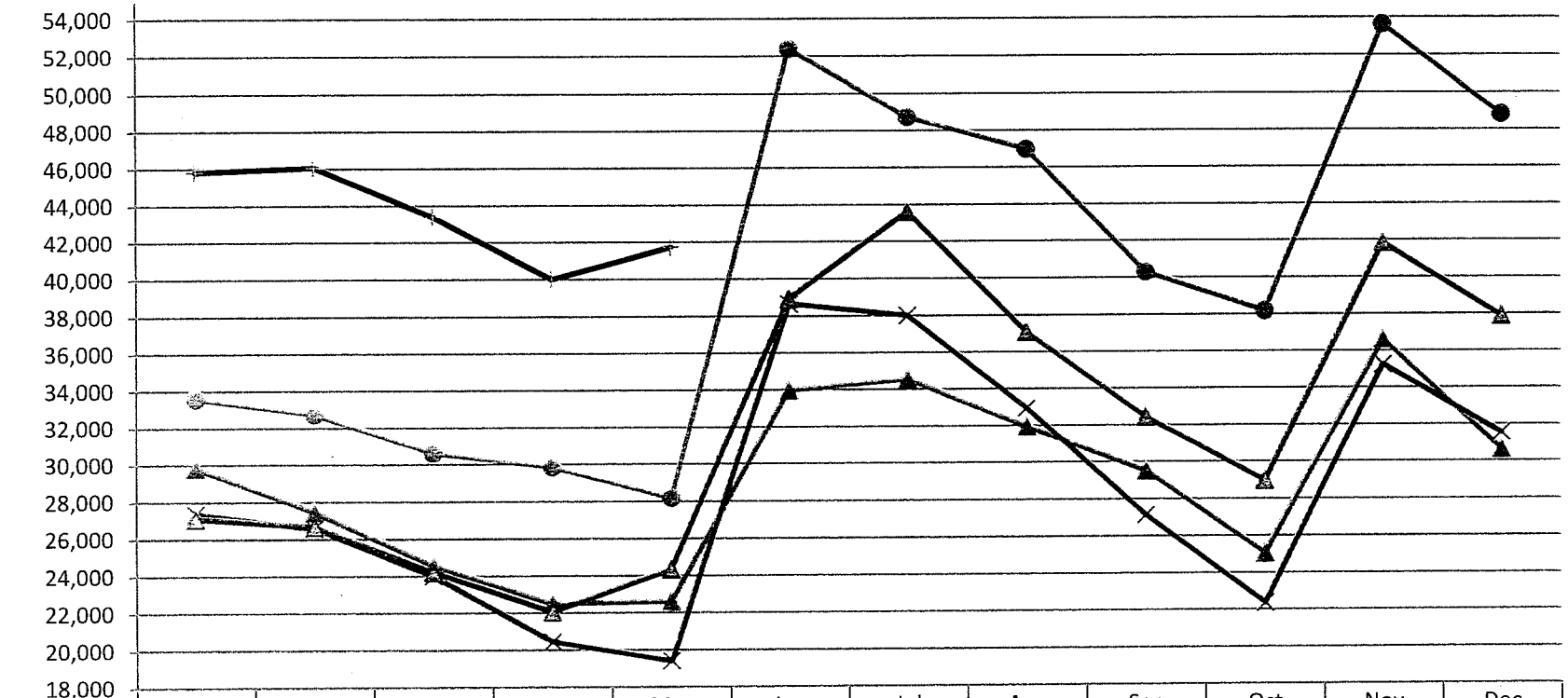
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	5,885	5,327	5,099	4,966	6,271	6,326	8,078	7,213	6,813	4,012	5,615	4,979
2019	4,828	5,649	5,347	4,913	5,148	11,900	13,223	10,343	6,539	3,780	6,364	4,943
2020	4,869	6,770	6,620	6,554	9,950	11,412	11,832	8,774	6,173	5,868	8,514	7,856
2021	7,783	8,879	8,703	10,323	10,144	13,532	13,100	12,679	8,196	8,267	10,892	9,726
2022	9,528	10,634	10,392	9,864	12,786							

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



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	5,107	5,029	4,252	3,450	3,305	5,498	5,361	5,472	4,670	3,907	6,611	5,125
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818							

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



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	29,855	27,499	24,588	22,538	22,655	34,007	34,595	31,975	29,566	25,099	36,671	30,685
2019	27,411	26,615	24,030	20,479	19,428	38,669	38,040	32,978	27,162	22,394	35,294	31,582
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900	28,211	52,436	48,767	47,036	40,338	38,222	53,683	48,855
2022	45,863	46,089	43,418	40,026	41,748							

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 05/31/2022
42% OF YEAR COMPLETE

	2022 Budget	As of 05/31/2022	% of Budget
GENERAL FUND			
Board of Commissioners	254,761.00	75,364.95	30%
County Administrator	599,689.00	235,622.89	39%
Auditor-Treasurer	799,481.00	329,594.58	41%
Assessor	897,460.00	357,928.59	40%
Enterprise Services	2,004,143.00	770,155.48	38%
Central Services	-	316.00	
County Attorney	2,028,637.00	747,095.21	37%
Recorder	362,138.00	133,984.08	37%
Maintenance	556,290.00	211,433.01	38%
Planning & Zoning	871,612.00	340,114.71	39%
Sheriff	6,254,416.00	2,469,442.45	39%
Boat & Water	41,980.00	-	0%
County Jail	3,748,607.00	1,444,319.82	39%
Probation & Parole	1,142,573.00	442,216.90	39%
Emergency Management	97,540.00	35,522.41	36%
Parks	333,643.00	71,374.83	21%
Water Quality Grant	82,989.00	19,055.95	23%
Wetland Grant	104,994.00	40,583.23	39%
Watercraft Inspection	222,354.00	21,147.08	10%
Non-Levy Departments	634,822.00	210,485.02	33%
TOTAL GENERAL FUND	***$ 21,038,129.00***	***$ 7,955,757.19***	***38%***
SELF INSURANCE FUND			
Other General Government	300,000.00	32,409.54	11%
TOTAL SELF INSURANCE FUND	***$ 300,000.00***	***$ 32,409.54***	***11%***
ROAD AND BRIDGE FUND			
Surveyor	146,060.00	59,185.47	41%
Highway Administration	333,460.00	127,755.07	38%
Highway Engineering	952,240.00	381,193.10	40%
Highway Maintenance	1,818,886.00	671,772.11	37%
Equipment Maintenance/Shop	441,720.00	190,309.35	43%
Traffic Operations	228,975.00	78,505.86	34%
TOTAL ROAD AND BRIDGE FUND	***$ 3,921,341.00***	***$ 1,508,720.96***	***38%***

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 05/31/2022
42% OF YEAR COMPLETE

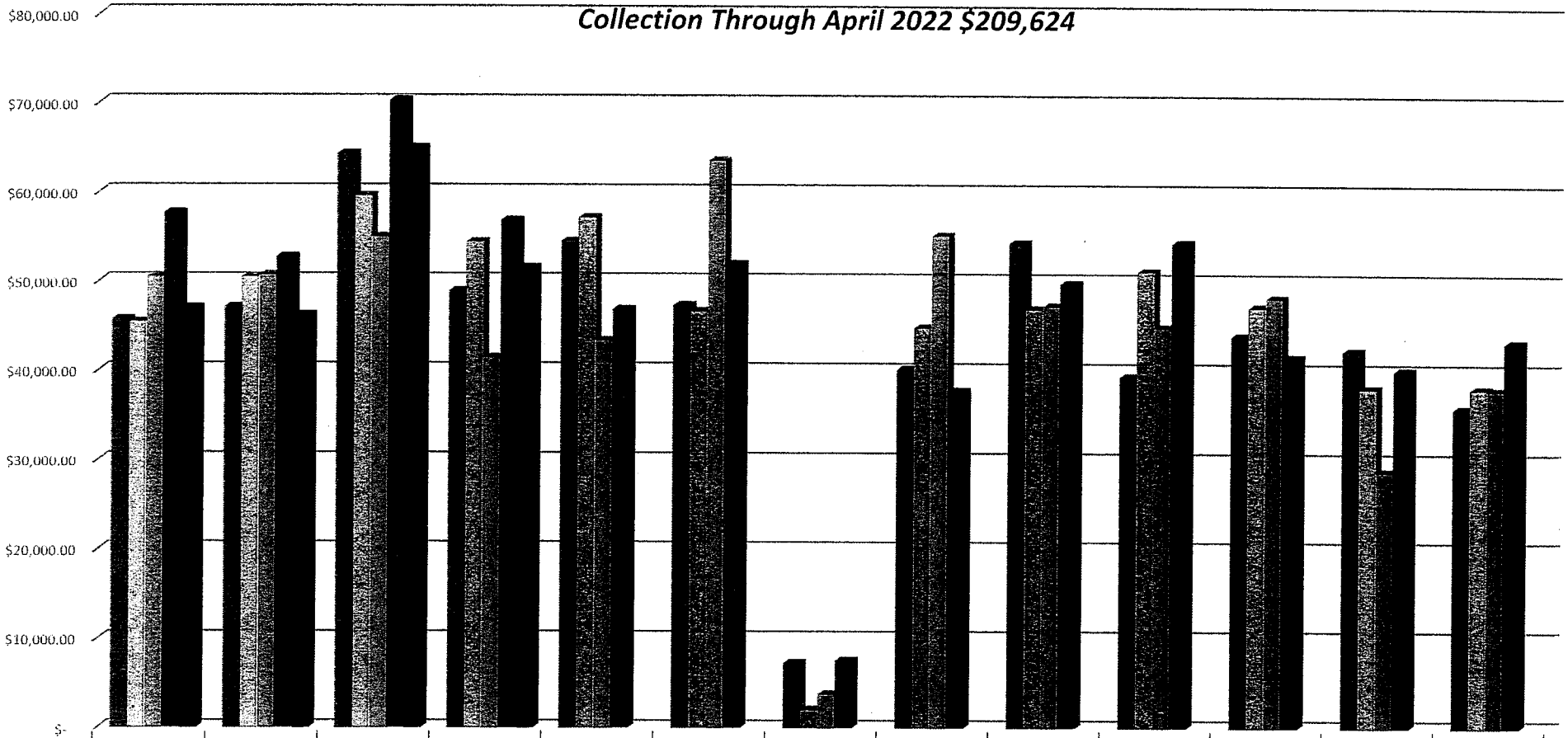
	2022 Budget	As of 05/31/2022	% of Budget
HEALTH AND HUMAN SERVICES			
Veterans Service	185,526.00	69,399.77	37%
Income Maintenance	2,919,704.00	1,019,546.41	35%
Social Services	6,423,869.00	2,446,346.33	38%
Public Health Nursing	1,843,261.00	683,016.77	37%
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,372,360.00***	***$ 4,218,309.28***	***37%***
SOLID WASTE FUND			
Score Grant Fund	49,818.00	19,305.18	39%
HHW Operations	130,679.00	52,493.34	40%
TOTAL SOLID WASTE FUND	***$ 180,497.00***	***$ 71,798.52***	***40%***
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	123,601.00	42,046.91	34%
TOTAL LAKE IMPV DISTRICT MAINT	***$ 123,601.00***	***$ 42,046.91***	***34%***
TOTAL ALL FUNDS	***$ 36,935,928.00***	***$ 13,829,042.40***	***37%***

Wheelage Tax

Average Annual Collection $565,349

2022 Budget $600,000

Collection Through April 2022 $209,624



	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2018	$45,725.23	$47,067.13	$64,251.23	$48,889.40	$54,475.56	$47,292.99	$7,314.25	$40,128.70	$54,297.84	$39,372.76	$43,924.32	$42,318.01	$35,929.50
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$63,508.19	$3,796.36	$55,127.16	$47,193.47	$44,838.16	$48,168.82	$28,795.38	$37,983.69
2021	$57,675.88	$52,708.33	$70,214.38	$56,833.00	$46,820.71	$51,916.89	$7,560.47	$37,755.23	$49,732.78	$54,316.23	$41,540.05	$40,106.74	$43,298.19
2022	$46,984.14	$46,175.17	$64,940.55	$51,523.73									

2022 Capital Improvement Plan
Budget to Actual
As of June 6, 2022

ADMINISTRATION

Description	Source	Budget	Actual	Remaining
County Codification Services	CARRYOVER	15,000.00	-	15,000.00
Total Carryover from 2021		**15,000.00**	**-**	**15,000.00**
Indoor Air Quality Assesment - Courts and Judge's Chambers	2022 CIP BUDGET	5,000.00	(850.00)	4,150.00
Office Remodel - Veteran's Services	2022 CIP BUDGET	10,000.00	-	10,000.00
Total 2022 CIP Budget		**15,000.00**	**(850.00)**	**14,150.00**
Grand Total		**30,000.00**	**(850.00)**	**29,150.00**

AUDITOR TREASURER'S OFFICE

Description	Source	Budget	Actual	Remaining
Election Results - Storage Media	2022 CIP BUDGET	4,500.00	-	4,500.00
Verity Print	2022 CIP BUDGET	5,300.00	-	5,300.00
Backup Election Equipment	2022 CIP BUDGET	10,000.00	-	10,000.00
Election Pollbook Replacement	2022 CIP BUDGET	21,000.00	-	21,000.00
Election Equipment Replacement Fund	2022 CIP BUDGET	59,000.00	-	59,000.00
Total		**99,800.00**	**-**	**99,800.00**

FACILITY MAINTENANCE

Description	Source	Budget	Actual	Remaining
Exterior Door Badge Access at PSC	2022 CIP BUDGET	5,500.00	-	5,500.00
Panic Buttons for County Attorney Area	2022 CIP BUDGET	6,000.00	-	6,000.00
Fence Around Generator at PSC	2022 CIP BUDGET	12,000.00	-	12,000.00
Remodel Public Area of DES	2022 CIP BUDGET	14,000.00	-	14,000.00
Cameras at PSC	2022 CIP BUDGET	49,600.00	-	49,600.00
Parking Gate/Fence at PSC	2022 CIP BUDGET	50,000.00	-	50,000.00
Total		**137,100.00**	**-**	**137,**

SHERIFF'S OFFICE

Description	Source	Budget	Actual	Remaining
Insurance Reimbursements	REVENUE	-	14,946.50	14,946.50
Auction Proceeds	REVENUE	-	13,801.00	13,801.00
Total Revenue		**-**	**28,747.50**	**28,747.50**
Python Radar Units	CARRYOVER	4,989.82	-	4,989.82
Insurance Reimbursements	CARRYOVER	118,716.57	-	118,716.57
Auction Proceeds	CARRYOVER	9,705.00	(1,476.38)	8,228.62
Squad Vehicle Replacement & Accessories	CARRYOVER	58,596.16	(5,074.77)	53,521.39
Transport Vehicle	CARRYOVER	33,000.00	(33,000.00)	-
Total Carryover from 2021		**225,007.55**	**(39,551.15)**	**185,456.40**
Radar Speed Trailer	2022 CIP BUDGET	12,323.00	(12,323.00)	-
Patrol Rifle Replacements (30)	2022 CIP BUDGET	41,908.00	(41,901.00)	7.00
Repalcement Squads & Accessories	2022 CIP BUDGET	286,200.00	(62,823.09)	223,376.91
Total 2022 CIP Budget		**340,431.00**	**(117,047.09)**	**223,383.91**
Grand Total		**565,438.55**	**(127,850.74)**	**437,587.81**

2022 Capital Improvement Plan
Budget to Actual
As of June 6, 2022

PUBLIC WORKS

Description	Source	Budget	Actual	Remaining
Tandem Dump Trucks (3)	CARRYOVER	750,000.00	(714,708.71)	35,291.29
Harris Wash Bay	CARRYOVER	275,000.00	-	275,000.00
Total Carryover from 2021		**1,025,000.00**	**(714,708.71)**	**310,291.29**
Harris Fuel Station (2020 CIP - no carryover)		-	(13,885.00)	(13,885.00)
Skid Steer Trailer	2022 CIP BUDGET	19,776.20	-	19,776.20
Lowboy Trailer	2022 CIP BUDGET	38,118.04	-	38,118.04
Harris PW Garage Doors	2022 CIP BUDGET	39,168.24	-	39,168.24
Fecon Head	2022 CIP BUDGET	40,991.00	(34,900.00)	6,091.00
Water Tank Inserts	2022 CIP BUDGET	58,690.00	-	58,690.00
1-Ton Work Truck	2022 CIP BUDGET	60,000.00	-	60,000.00
Skid Steer	2022 CIP BUDGET	73,260.00	(73,260.00)	-
1-Ton Tipper Truck	2022 CIP BUDGET	76,563.00	-	76,563.00
Vactron	2022 CIP BUDGET	135,683.64	(135,683.64)	-
Arm Mower	2022 CIP BUDGET	176,012.00	-	176,012.00
Sign Truck	2022 CIP BUDGET	220,000.00	-	220,000.00
Tandem Dump Truck	2022 CIP BUDGET	269,504.00	-	269,504.00
CAT 938 Aggregate Loader (Purchased in 2021 with fund balance)	2022 CIP BUDGET	122,460.00		
Total 2022 CIP Budget		**1,330,226.12**	**(257,728.64)**	**950,037.48**
Grand Total		**2,355,226.12**	(972,437.35)	**1,260,328.77**

PARKS/ENVIRONMENTAL

Description	Source	Budget	Actual	Remaining
Auction Proceeds	REVENUE	-	10,376.00	10,376.00
Total Revenue		-	**10,376.00**	**10,376.00**
Carryover from 2020	CARRYOVER	9,400.00	-	9,400.00
ing and Slide for Kost Dam Park	CARRYOVER	10,000.00	-	10,000.00
nrise Prairie Trail - 15% Match	CARRYOVER	209,000.00	-	209,000.00
Total Carryover from 2021		**228,400.00**	-	**228,400.00**
Kost Park ADA Ramp Repairs	2022 CIP BUDGET	6,000.00	-	6,000.00
ADA Pathway Compliance Improvements	2022 CIP BUDGET	15,000.00	-	15,000.00
Mower Trailer	2022 CIP BUDGET	4,250.00	(4,250.00)	-
Fish Lake Park Plan/Design Services	2022 CIP BUDGET	18,000.00	-	18,000.00
Sunrise Prairie Trial Subgrade	2022 CIP BUDGET	20,000.00	-	20,000.00
Swedish Immigrant Trail Erosion Control Measures	2022 CIP BUDGET	25,000.00	-	25,000.00
Security Lighting & Electrical Services	2022 CIP BUDGET	35,000.00	(8,160.00)	26,840.00
Woodchipper	2022 CIP BUDGET	35,000.00	(28,940.00)	6,060.00
Checkerboard Park Restroom Removal & Replace	2022 CIP BUDGET	60,000.00	-	60,000.00
Ki-Chi-Sage Park Covered Dugouts & Fencing	2022 CIP BUDGET	70,750.00	(70,750.00)	-
Total 2022 CIP Budget		**289,000.00**	**(112,100.00)**	**176,900.00**
Total Remaining		**517,400.00**	**(101,724.00)**	**415,676.00**

2022 Capital Improvement Plan
Budget to Actual
As of June 6, 2022

TECHNOLOGY

Description	Source	Budget	Actual	Remaining
ARMER Testing Equipment	CARRYOVER	44,722.00	(6,923.64)	37,798.36
Total Carryover from 2021		**44,722.00**	**(6,923.64)**	**37,798.36**
Replacement network printer for HHS	2022 CIP BUDGET	300.00	-	300.00
Replace scanner for Probation Department	2022 CIP BUDGET	550.00	-	550.00
Replacement network printer for HHS	2022 CIP BUDGET	600.00	-	600.00
Replacement Printer for HHS	2022 CIP BUDGET	750.00	-	750.00
Replacement network printer for HHS	2022 CIP BUDGET	750.00	-	750.00
Replacement Printer for Enterprise Services	2022 CIP BUDGET	750.00	-	750.00
Replacement copy / printer for HHS	2022 CIP BUDGET	800.00	-	800.00
Replacement Printer for HR	2022 CIP BUDGET	850.00	-	850.00
Replacement printer for Assessors	2022 CIP BUDGET	850.00	-	850.00
Replacement PC for Public Works	2022 CIP BUDGET	850.00	-	850.00
Replacement projector for Public Works	2022 CIP BUDGET	850.00	-	850.00
Replace Projector for Zoning	2022 CIP BUDGET	850.00	-	850.00
Replace Printer for Zoning	2022 CIP BUDGET	850.00	-	850.00
Replacement high volume scanner for County Attorney	2022 CIP BUDGET	985.00	(956.24)	28.76
Replace high volume scanner for Auditor Department	2022 CIP BUDGET	985.00	-	985.00
Replacement scanner for Public Works	2022 CIP BUDGET	985.00	-	985.00
Replacement high volume scanner for Sheriff's Office	2022 CIP BUDGET	985.00	-	985.00
Replace scanner for Recorders office	2022 CIP BUDGET	985.00	-	985.00
Replacement PC for Sheriff's Office - Jail	2022 CIP BUDGET	1,065.00	-	1,065.00
Replacement Zebra Printer for County Administration	2022 CIP BUDGET	1,200.00	(2,939.06)	(1,739.06)
Replace printer for Recorders office	2022 CIP BUDGET	1,200.00	-	1,200.00
Replacement Laptop for Sheriff's Office - Jail Administration	2022 CIP BUDGET	1,235.00	-	1,235.00
Replacement projectors	2022 CIP BUDGET	1,700.00	(790.90)	909.10
Replacement projectors for County Attorney	2022 CIP BUDGET	1,700.00	(1,581.80)	118.20
Replace 2 PC's in 911 Center	2022 CIP BUDGET	1,950.00	-	1,9[illegible]
Replace 2 PC's in Enterprise Services	2022 CIP BUDGET	2,000.00	-	2,[illegible]
Replacement of 2 Laptops in Sheriff's Office	2022 CIP BUDGET	2,470.00	-	2,470.00
Replace 3 PC's for County Attorney	2022 CIP BUDGET	2,550.00	-	2,550.00
3 replacement projectors for HHS	2022 CIP BUDGET	2,550.00	-	2,550.00
Replacement of 3 projectors in Sheriff's Office	2022 CIP BUDGET	2,700.00	-	2,700.00
Replace Scanner for Zoning	2022 CIP BUDGET	3,100.00	-	3,100.00
Replace 3 Laptops in Enterprise Services	2022 CIP BUDGET	3,935.00	-	3,935.00
Replace Troy Secure Printer for Recorders Office	2022 CIP BUDGET	4,000.00	-	4,000.00
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO Admin	2022 CIP BUDGET	4,600.00	-	4,600.00
Screening for Chiller at PSC	2022 CIP BUDGET	5,000.00	-	5,000.00
Replace 11 PC's for HHS	2022 CIP BUDGET	9,350.00	-	9,350.00
Replace 12 high volume scanners for HHS	2022 CIP BUDGET	11,820.00	-	11,820.00
Replace 12 PC's for Sheriff's Office	2022 CIP BUDGET	12,000.00	-	12,000.00
APC UPS Batteries for Jail	2022 CIP BUDGET	20,650.00	-	20,650.00
Kitchen Vent Hood Improvemnets	2022 CIP BUDGET	25,000.00	-	25,000.00
Replacement of 20 MDC's/Laptops for Sheriff's Office	2022 CIP BUDGET	50,000.00	-	50,000.00
Upgrade of Keysecure Data Encryption Equipment	2022 CIP BUDGET	90,000.00	-	90,000.00
Relocate the Wyoming Emergency Paging Tower	2022 CIP BUDGET	100,000.00	-	100,000.00
Total 2022 CIP Budget		**376,300.00**	**(6,268.00)**	**370,032.00**
Total Remaining		**421,022.00**	**(13,191.64)**	**407,830.36**

UNALLOCATED

Description	Source	Budget	Actual	Remaining
2022 Unallocated CIP Funds	2022 CIP BUDGET	175,143.23		
Allocated to HWY on 12/14/21 - Harris Garage Doors	2022 CIP BUDGET	(39,168.24)		135,974.99
Allocated to HWY on 04/06/22 - ARM Mower	2022 CIP BUDGET	(22,012.00)		113,962.99
Total		**113,962.99**	**-**	**113,962.99**
TOTAL ALL DEPARTMENTS		**4,239,949.66**	**(1,216,053.73)**	**2,801,635.93**

CHISAGO COUNTY
ARPA FUNDS
AS OF 06/06/2022

TOTAL ARPA FUNDS	**$**	**10,989,807.00**

ITEM	ALLOCATED/EARMKARED	SPENT	REMAINING	
ARMER Radios	$ 3,000,000.00	$ -	$ 3,000,000.00	
Broadband	3,000,000.00	-	3,000,000.00	*Does not include $40,000 to Hometown Fiber
Demolition of Old Jail	800,000.00	-	800,000.00	
School Grants: Vocation Programs	500,000.00	-	500,000.00	
Tax/CAMA Software	250,000.00	-	250,000.00	
School Grants: Open Use	100,000.00	-	100,000.00	
Emergency Management/COOP Update	60,000.00	-	60,000.00	
HVAC Replacement - ECC	59,894.00	(59,894.00)	-	
County Attorney - FT Media Services Tech	36,006.00	-	36,006.00	
JACE Controller - Jail	29,600.00	(7,400.00)	22,200.00	
County Attorney - PT Law Clerk	17,156.00	(405.00)	16,751.00	
PPE - Jail	13,058.05	(13,058.05)	-	
Employee Engagement Survey	9,300.00	-	9,300.00	
Payroll - Public Health	8,189.94	(8,189.94)	-	
Air Handler - ECC	6,859.09	(6,859.09)	-	
U of MN Extension Laptops (2)	4,200.00	-	4,200.00	
LID Canoe, motor and battery	2,132.00	-	2,132.00	
Baker Tilly Advisors	1,775.00	(1,775.00)	-	
Laptop - HHS	1,620.27	(1,620.27)	-	
TOTAL	**$ 7,899,790.35**	**$ (99,201.35)**	**$ 7,800,589.00**	

UNALLOCATED ARPA FUNDS	**$**	**3,090,016.65**
CIP Projects - ARPA Eligible		2,667,641
CLA IT Assessment		35,000
Highway Facilities Improvement		2,700,000
HHW CAP Match - Remodel HHW Facility		281,000
311 Connect Software		10,000
Children's Services Collaborative		250,000
Parks Maintenance Facility		400,000
Chisago County Community Building		350,000
Mountain Bike Course		75,000
SIRT Connection with HWY 8		1,000,000
Ki Chi Saga County Park Multi-Purpose Building		150,000

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Chisago County
MINNESOTA
ADMINISTRATION

CAP Grant Match – HHW Remodel – Environmental Services

REQUEST – CAP match of **$281,000**

When the COVID-19 pandemic hit in 2020, the HHW was closed for only 1-week in which staff figured out how to safely remain open for public HHW drop offs.

We had to research how we fit into State regulations on essential industries, how to change operations to safely accept waste while minimizing public interaction, and were one of the few HHWs in the State to remain open during the entire pandemic.

Many workers were laid off for months or assigned to work from home and this created an unprecedented demand on the residential waste industry as everyone had no-where-to-go and nothing-to-do except clean out their houses: https://minnesota.cbslocal.com/2020/09/03/coronavirus-in-minnesota-residential-waste-off-the-charts-as-pandemic-keeps-people-homebound/. HHW staff thought the HHW drop-offs would lessen in 2021, but the pandemic dragged on and we had even more drop-offs than in 2020. Both years were (my guess - 10%) over budget because of the added demand.

HHW has been trying for years to get additional funding to address maintenance and safety issues at the HHW. These needs are not pandemic related, BUT - the pandemic put a lot of stress on the aging infrastructure at the HHW and there is a need to bring the HHW up to current standards to function properly and meet increasing future demands. Using ARPA funds would not require using Waste Management Funds which are running low.

II. d.

Chisago County
ADMINISTRATION

Facilities/Mountain Bike Course/SIRT Connection – Parks

The estimated costs are not accurate/extremely broad and could very easily be wrong or different if the scope/style, etc. of the concepts is refined or changed.

If any particular idea here gains interest and traction we would need to research and quantify more details on these concepts before firming up actual numbers.

Chisago County Parks Maintenance Facility

- Location- Checkerboard County Park, Maintenance Shop
- Current Maintenance shop is outdated and doesn't meet the current needs for the Parks Division
- Improvements needed to eliminate sand point well
- Current restroom is small and does not meet ADA accessibility
- Current shop does not provide essential space for all park's vehicles, equipment and storage space
- Cost- $250,000-$400,00

Chisago County Community Building

- Location-Checkerboard County Park
- Benefits all School Districts in Chisago County
- Offer opportunities and meeting spaces for local organization, daycares, day camps and clubs
- Provides education and experience for adults and children to explore nature in an outdoor and indoor setting
- Serves as a storm shelter
- Cost-$300,000-$350,000

Chisago County Mountain Bike Course

- Location-Ki Chi Saga County Park (2 ½ to 3-mile course)
- Benefits local tourism- one of the biggest growing trends in parks across the country
- Improve health and well-being
- Course for local middle and high school events
- Perfect location within woodland area to challenge beginners and experienced mountain bike riders
- Cost-$60,000-$75,000

Swedish Immigrant Regional Trail Connection from future Hwy 8 trail project

- Location-Chisago City
- Possible trail connection from ending location of Hwy 8 trail project into Lakeside Elementary School

- This collaborates with Chisago City current plans
- Prevents another break in trail connections
- Cost- $500,000-$1,000,000

Ki Chi Saga County Park Multi-Purpose Building Structure

- Location-Ki Chi Saga County Park
- Building will encompass new restroom facility, storage space, concessions, and serves as a storm shelter
- Provides a meeting space for special events and tournaments
- Cost-$100,000-150,000

Chisago County Parks ARPA Funding Request

- Chisago County Parks Maintenance Facility
    - Location- Checkerboard County Park, Maintenance Shop
    - Current Maintenance shop is outdated and doesn't meet the current needs for the Parks Division
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Chisago County
ADMINISTRATION

II e.

CP Connect/ 311 Connect – Admin./Enterprise

In 2019, the County began using CP Connect 311. It is a citizen request management tool that manages non-emergency service requests and communicate with citizens through any channel of their choice, including phone, email, text, social media or other websites, via a single application. CP Connect works with any online content management system (CMS), so citizens can contact their local government through their preferred method of communication, and all requests will be automatically connected to the right department.

The product consolidates the workflows for the municipality, so when the County receives a request from the 311 center, it goes automatically through the CP Connect software, which in turn becomes a service request. An example: a pothole notice from a citizen comes in, and that is automatically assigned to the team in Public Works, so Public Works follows up.

Civicsplus has informed us that they are sunsetting that software effective 04/30/2022 and replacing it with a more robust software called SeeClickFix. **Our pricing as a current client that is converting from 311 Connect is $9,360 for the 1st year and $9,838 subsequent years. The $9,360 is the pricing that we have been paying for 311 Connect.** We will still have the current 13 user licenses.

Chisago County
MINNESOTA
ADMINISTRATION

II F.

Lease Software – Auditor

The GASB 87 lease accounting standard marks one of the most comprehensive regulatory reforms in over four decades for local and state government entities, universities, and other organizations reporting under GASB.

GASB 87 overview

GASB 87 is the new lease accounting standard for government organizations. Under the new standard, lease obligations are more accurately portrayed and government financial statements are more useful. The biggest change with GASB 87 is for operating leases. The single model approach requires all contracts considered leases to be classified as finance leases, and to be accounted for similarly to capital leases. The standard is effective for fiscal years starting after June 15, 2021.

GASB 96 overview

GASB 96 establishes accounting guidelines for subscription-based information technology arrangements (SBITAs), including defining what a SBITA is. The goal of this standard is to improve government financial reporting by providing uniform guidance for IT subscriptions which are a growing resource for many state and local government organizations. This standard is effective for fiscal years beginning after June 15, 2022.

LeaseQuery is the software being recommended for purchase.

Highlights of this software:

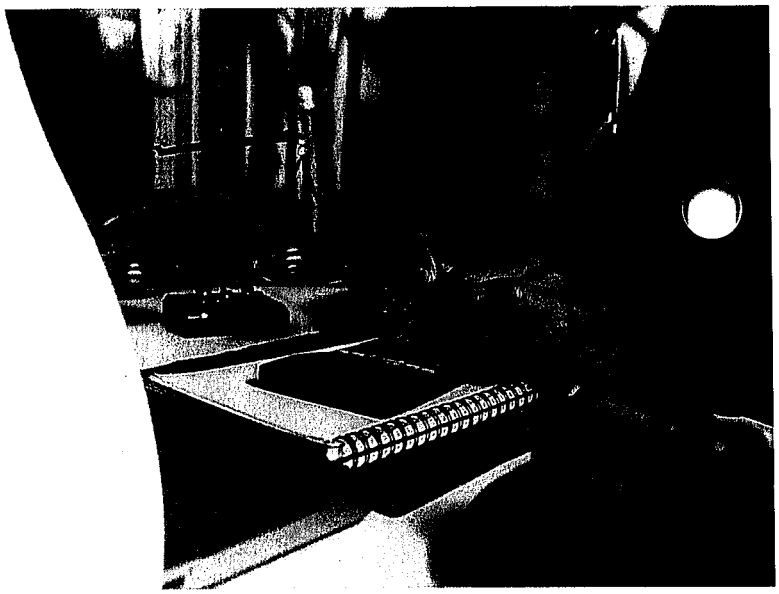
- We have 115+ leases and SBITA arrangements
- Auditors will have to perform less testing on the calculations, less audit fees
- Calculates the Journal Entries, generates required reporting footnotes
- Time Saved
- All leases kept in one location, can upload the actual lease to the software

Requesting approximately $13,500 in the first year and $9,500 each subsequent year, the yearly cost could increase slightly depending on how many SBITAs the County has.

Attachments:

- GASB 87 One pager
- GASB 96 One Pager
- Lease Query Quote

LeaseQuery



A Lease Accounting Solution You Can Rely On

Complex accounting simplified.

When a lease accounting solution is built with the intricacies of GASB 87 in mind, no nuance is missed. The GASB 87 lease accounting standard marks one of the most comprehensive regulatory reforms in over four decades for local and state government entities, universities, and other organizations reporting under GASB.

Whether you have 5 leases or 5,000, accounting for leases under GASB 87 involves complex calculations and several new reporting requirements. LeaseQuery's CPA-approved, cloud-based solution was built by accountants to efficiently assist with compliance, while providing insights and possible savings by analyzing your data.

What does LeaseQuery offer?

GASB 87 Compliance
Tested journal entries, amortization tables, and disclosure reports support compliance from lease entry to year-end fund and government-wide financial statements.

Robust Reporting
All required reports and disclosures for GASB 13, 62, and 87 are ready out of the box with one click. Users also have access to unlimited custom reports.

Solution Built for Lessee & Lessor
Have lessee and lessor leases? LeaseQuery has you covered with our powerful accounting for both sides of the transaction.

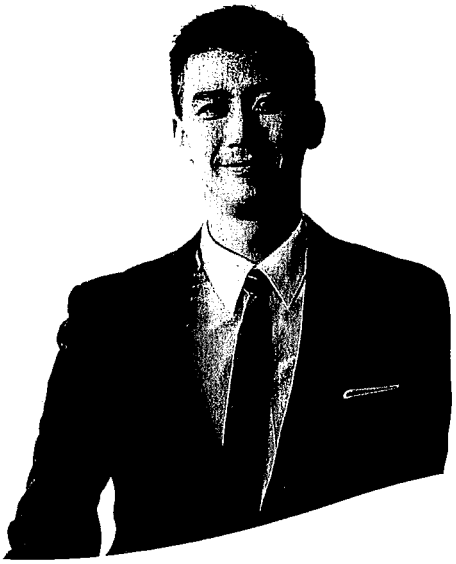
- ✓ GASB 87 and GASB 34 compliant
- ✓ Fund and consolidated journal entries and reporting
- ✓ Lessor and lessee leases in one module
- ✓ Central repository for easy document retrieval
- ✓ SOC and AUP Engagement Reports issued by a Big 4 public accounting firm
- ✓ Lease accounting done in minutes, not hours to save staff time
- ✓ Critical date reminders
- ✓ Audit trail and lease change reporting
- ✓ Custom reports (individual and consolidated) for budgets and forecasts, type of fund, and more
- ✓ Transition, modification, or termination calculations done for you

LEASEQUERY.COM • 1-800-880-7270 • INFO@LEASEQUERY.COM • 3 RAVINIA DRIVE NE, SUITE P7, ATLANTA, GA 30346

LeaseQuery

Why Government Entities Choose LeaseQuery

- 2000+ Customers
- 99% Retention Rate
- 87 Countries
- 4.8/5 Average Rating



EFFICIENT AUDITS

Audits are resource-heavy, time-consuming, and costly. Make the audit process more efficient and transparent by giving your auditors read-only access to LeaseQuery.

CUSTOM REPORTING

Filtering reports for leases set to expire, contracts with annual payments above a threshold, upcoming renewal periods, etc. allows managers to stay on top of cost drivers and make more informed financial decisions.

ASSET AGNOSTIC

Leases range from real estate to equipment to vendor contracts, making software that can handle each type of asset hard to find. LeaseQuery is asset agnostic. No matter what you lease, our system can handle it.

LEADING EXPERTISE

Individual leases require intense scrutiny. Our in-house lease accountants offer expertise at every step of the way to help you properly interpret the new standards and ensure you never feel alone on your compliance journey.

LSU Health Sciences Center · City of Las Vegas · IDAHO · University of Louisville · Health · Port NOLA, The Port of New Orleans · The Metropolitan Water District · Auburn · Mississippi Public Universities

"It was the ultimate relief to hear that all this craziness GASB is putting out there, that there really is a way we're going to be able to handle it."

Wendy Keller, Accounting Manager, Utah State University

VISIT LEASEQUERY.COM/FREE-DEMO TO SCHEDULE A CONSULTATION AND DEMO

LeaseQuery
FOR GASB 96



GASB 96 *Simplified*

Easily and accurately account for Subscription-Based IT Arrangements (SBITAs)

Get ahead of GASB 96 and achieve mandatory compliance.

LeaseQuery for GASB 96 is a cloud-based solution backed by the expert team of CPAs who built our industry-leading GASB 87 lease accounting software.

Most GASB organizations have 20+ SBITAs under the accounting guidance provided by GASB 96. We understand the intricacies of this new statement the way only accountants can. LeaseQuery's solution for GASB 96 handles the complex capitalization criteria, detailed balance calculations, fund allocation, and subsequent accounting to simplify compliance with the new guidelines.

FEATURES

Amortization Schedules and Journal Entries
CPA tested and approved calculations for numbers you can trust.

Automated Footnote Disclosures
Complete quantitative disclosure reports at the click of a button for for hassle-free compliance.

Fund Accounting
Setup your fund tree and easily allocate SBITAs across various funds.

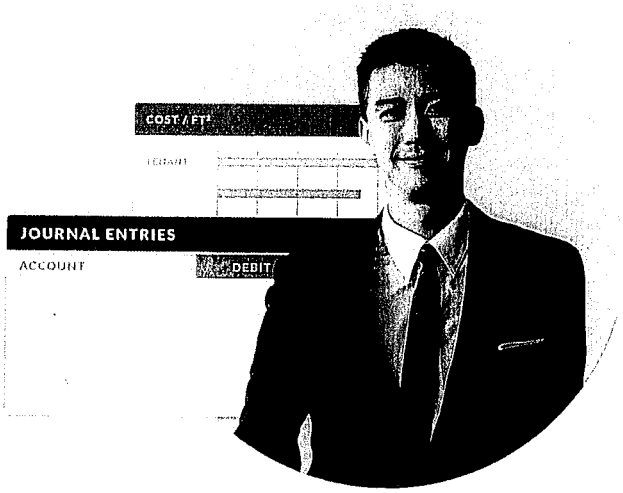
Contract Upload and Management
Cloud-based central repository keeps everything related to your SBITAs in one place.

"One of the most beneficial nice-to-haves is that no matter how little or how much accounting knowledge a user has, they're easily able to navigate LeaseQuery. The software is very user friendly and that's super helpful"

Charlie Cox, *Director of Accounting Services, Southern Illinois University*

LEASEQUERY.COM • 1-800-880-7270 • INFO@LEASEQUERY.COM • 3 RAVINIA DRIVE NE, SUITE P7, ATLANTA, GA 30346

LeaseQuery
FOR GASB 96



Why LeaseQuery?

Complex accounting *simplified*

Industry leader for complex accounting solutions

- Trusted by 2,000+ organizations for leases and SBITAs
- 99.8% customer retention rate
- 4.8 out of 5 average user review ratings

User-friendly and efficient

- Powerful integrations automate journal entries and prevent errors
- Streamlined processes and internal controls built for how accountants work
- Required disclosures and reporting available day 1

Technical accounting expertise

- CPA approved calculations for numbers you can trust
- Expert support - over 25% of our staff are accountants
- Daily office hours and a robust knowledge base for help when you need it

Valuable business advantage

- Customizable reporting supports budgeting, forecasting, and financial decisions
- Central repository of documents and secure cloud computing platform is accessible across your entire organization
- Seamless updates to stay on top of accounting guidance updates

LeaseQuery

COMPLEX ACCOUNTING SIMPLIFIED

SALES ORDER

Date	5/26/2022
Sales Order #	Q-13573
Expiration Date	6/25/2022

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

County of Chisago, MN
,
Attention: Kristin Waddell
(651) 213-8501
kristin.waddell@chisagocounty.us

Length of Subscription

Initial Term (commencing on the date last signed below) 12 months

Recurring Services	Annual Amount
Platform/Edition	
Platform subscription for LeaseQuery Advanced, up to 100 Records	$8,400
Financial Solutions	
Fixed access subscription for GASB 87	$0
Fixed access subscription for GASB 96	$1,000

Non-Recurring Services	One-Time Fee
Organizational database structure setup	$4,000
Bulk migration service, up to the number of Records covered by the initial subscription	$1,000

Notes

- **For recurring services, the annual amounts shown above are payable in advance upon execution of this Sales Order for the full length of the subscription shown above. For non-recurring services, the one-time fees shown above are payable upon execution of this Sales Order.**
- An additional platform subscription fee of $7.00 per Record per month (invoiced in advance for the full remaining term) will apply for any Records in excess of the maximum number of Records for the LeaseQuery Advanced platform subscription.
- An additional fixed fee of $10 per Record (invoiced monthly in arrears) will apply for any Records in excess of the maximum number of Records for the bulk Record migration service shown above.
- Contract analysis and Record entry services may be provided on an as needed and as requested basis for $250 per Record, invoiced monthly in arrears.

Terms and Conditions

As of the date last signed below, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the subscription agreement available at https://leasequery.com/subscription_terms_and_conditions.pdf, which is incorporated herein by reference, unless the parties have manually executed a separate subscription agreement governing this Sales Order (in either case, the "Subscription Agreement"). Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Subscription Agreement.

Signatures

County of Chisago, MN ("Client"):

By: _____

Name: _____

Title: _____

Date: _____

LeaseQuery, LLC ("LeaseQuery"):

By: _____

Name: _____

Title: _____

Date: _____

Wifi Internet Access - County Attorney

Currently, the third floor does not have the wiring for internet accessibility depending on the office in the County Attorney Suite (the 1st and 2nd floors of the Government Center do have the appropriate wiring). This lack of wiring is causing intermittent visual and audio issues for County Attorney staff in the Courtrooms during 'Zoom trials and hearings' depending on where their office is.

It is expected that interactive/electronic Court hearings will continue indefinitely, because the Judicial Branch is making them standard across the board in civil, juvenile and criminal proceedings.

Cabling, data closet security, and network equipment for $30,000.00

II h.

CHISAGO COUNTY
ADMINISTRATION

Chisago County Interagency Children's Collaborative – County Attorney, Probation, HHS and County School Districts

At the May 11th B/F Meeting Chisago Lakes Superintendent attended the meeting and presented the 'Children's Collaborative' ARPA request and Board tabled to another time. Supt. Jennissen and County Attorney Reiter would like to present revised information, address some of the questions that were raised, and present the Collaborative Information again.

The Chisago County Children's Collaborative has been a long-standing group of School District Superintendents, HHS Director, Probation Directors, Community Organizations, such as Lakes and Pines and Therapeutic Services Agency (TSA). The stated mission of the Collaborative is to improve the lives of children and families in Chisago County.

The funds received by the Collaborative are managed by Chisago County HHS which serves as the fiscal agent for the funding. In turn, the funds are dispersed through a semi formal competitive grant processes. Currently, the funding is directed toward a Early Childhood Resource Coach serving pre-school children and families, Truancy Probation Officer providing direct contact to students struggling with school engagement, and Day Treatment Transportation Coordination partially funding staff position at TSA to coordinate transportation to school-aged children requiring intensive Mental Health Services.

The projections for the Collaborative's funding from DHS will not cover the current program positions for the coming year (2022-23)

and rather than cut resources to these valuable resources, the Collaborative is seeking ARPA funds directed at serving children in Chisago County. As you can see from the current programming, each service is designed to help children and families to address well-being and school readiness, mental health supports, school attendance and therapy attendance.

Attachment(s):

- Letter from Supt. Dean Jennissen and Ex. Dir. Jamie Nord
- PowerPoint Presentation

Chisago County Board of Commissioners
Attn: Budget and Finance Committee
Chisago County Government Center, Suite 178
Center City, MN 55012

RE: Chisago County Interagency Children's Services Collaborative
Request for ARPA Support

Dear Chisago County Board of Commissioners/Budget and Finance Committee:

The Chisago County Interagency Children's Collaborative seeks the support of the Chisago County Board of Commissioners through authorizing the release of American Recovery Plan Act (APRA) funds to the Collaborative for children's services.

The Children's Collaborative or "Collaborative" is a group of local partner agencies including local schools, county agencies and community service providers who have entered into and maintained an Agreement to support children's services targeted at serving youth and families in our Community. The goal of the services is not to replace existing agencies or services, but to enhance relationships among the separate entities through the coordination of supports, interventions and services for youth and families. In recent years grants from the Collaborative have supported early childhood, mental health and transition services for youth. Specific programs have included the Truancy Program, Early Childhood Family Resource Provider, Job Developer for Youth, and Transportation Coordination for Day Treatment Program. The collaboration is funded through Minnesota Statutes and the "Local Collaborative Time Study" or LCTS funds from the State of Minnesota Department of Human Services and local in-kind contributions. Chisago County's receipt of funds has steadily declined over the past several quarters and the continued financial support for these programs is in jeopardy.

Chisago County Interagency Children's Collaborative is seeking financial assistance from the Chisago County Board of Commissioners by way of funding from ARPA dollars to support the programs established and maintained by the Collaborative. The Collaborative seeks $250,000 to support the valuable programs which are already in place and underway and which receive consistent review by the interagency collaborative. The financial support from ARPA funding to support programs which have lost funding during the COVID-19 pandemic is possibly the most efficient and targeted use of ARPA dollars. Supporting children and families who have struggled during the pandemic could not be better appropriated during these time as we emerge from the COVID-19 pandemic and its impacts on youth and families in our communities.

Sincerely,

Jamie Nord

Supt Dean Jennissen
Chisago Lakes Schools
Children's Collaborative Chair

Ex. Dir. Jamie Nord
St. Croix Region Education District (SCRED)
Children's Collaborative Coordinator

Chisago County Interagency Children's Services Collaborative

American Recovery Plan Act (ARPA) Funding Request

May 2022

1

Overview

- What is the "Collaborative?"
- Who are the partners around the table?
- What is our purpose?
- How can the you support the Collaborative's work?

2

What is the Chisago County Interagency Children's Services Collaborative?

3

The "Collaborative" Overview

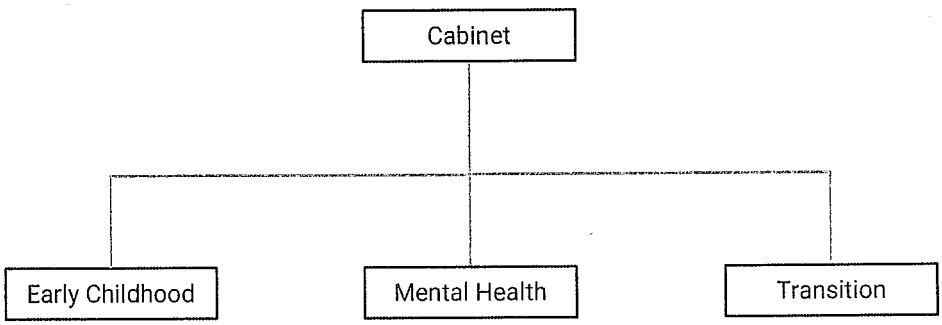
A group of partner agencies who have entered into a collaborative relationship to establish ***integrated children's service systems***

- We believe that certain services can best be delivered through collaborative efforts
- Our goal is to not replace existing agencies, but to organize relationships among them through the coordination of supports, interventions and services

Integrated Children's Mental Health/Family Services Collaborative (Minnesota Statutes 124D.23, 245.491 to 245.495)

4

The Collaborative Structure



Chisago County serves as the Fiscal Host
SCRED Executive Director functions as the County Collaborative Coordinator

5

Who are the partners around the table?

6

Members of the Cabinet

- Director, Chisago County Department of Health and Human Services
- Director, Chisago County Probation
- Director, Lakes and Pines Community Action Council
- Superintendent, Chisago Lakes School District
- Superintendent, North Branch School District
- Superintendent, Rush City School District
- Executive Director, St. Croix River Education District (SCRED)
- Early Learning Representative (currently Chisago Lakes Community Education Director)
- Mental Health Services Representative (currently Therapeutic Services Agency, Inc.)
- Chisago County Attorney (ex-officio member)

7

Members of Committees

Stakeholders in collaborative structure include staff from:

- school districts
- county departments
- private agencies
- other governmental agencies

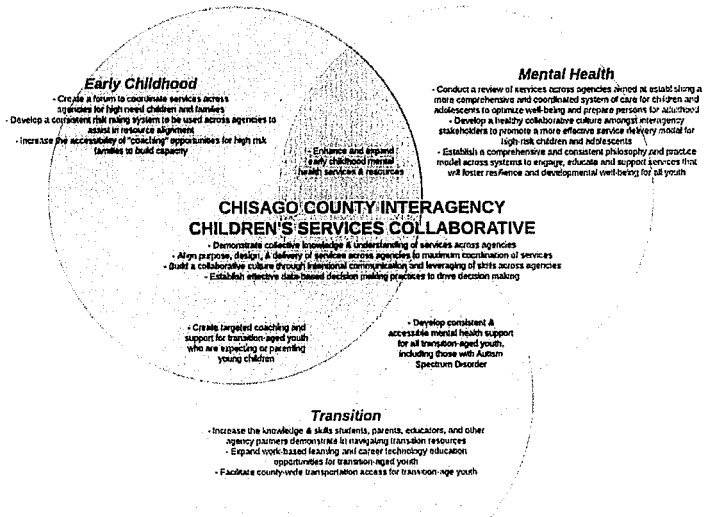
8

What is our purpose?

9

Chisago County Interagency
Children's Services Collaborative

Strategic Plan 2019-2021



10

The Collaborative's Broad Vision

- Demonstrate collective knowledge & understanding of services across agencies
- Align purpose, design & delivery of services across agencies to maximum coordination of services
- Build a collaborative culture through intentional communication and leveraging of skills across agencies
- Establish effective data-based decision making practices to drive decision making

11

Putting the Vision into Action

- Design service plans around the areas of Early Childhood, Mental Health and Transition to organize collaborative services
  - Examples of current or previously funded projects:
    - Truancy Program
    - Early Childhood Family Resource Provider
    - Job Developer
    - Transportation Coordination to Day Treatment Program
- Current funding sources include:
  - MN Department of Human Services Local Collaborative Time Study (LCTS)
  - Partner contributions to the integrated fund

12

How can you help support the Collaborative's work?

13

Financial Challenge

- LCTS Revenue from the MN Department of Human Services is unstable
  - We have seen approximately a 15-20% drop in revenue per quarter over the last two years
- The Collaborative will not be able to continue to fund projects at the current level
  - Youth and families will lose access to services they have come to rely on

14

Funding Request

- Fund the Collaborative projects through the American Recovery Plan Act (ARPA) in the amount of $250,000
  - Funding will be used to support early childhood, mental health, and transition services for youth and families across Chisago County
- Inherent Benefits:
  - Cross-agency representation exists at the cabinet level
  - Projects are already developed and underway
  - Comprehensive project review process is in place

15

Thank you!

We appreciate your time and consideration of this request.

16

III.

Hometown Fiber Proposal – Broadband ARPA

Hometown Fiber, Bolton & Menk and Ehlers will work together to create a financial information regarding construction costs and financing options for the construction of dedicated, directly connected fiber optic networks throughout the county. The report will be divided into towns and townships. This information can be used to determine which areas will score highest on grant applications what local community participation is needed, which communities would like to proceed, and ultimately will help the Chisago County determine how best use allocated broadband funds. A county-wide approach to creating this information is more efficient approach than individual community silos.

To reduce financial and political risk as much as possible, Hometown Fiber proposes a two-step process.

Hometown Fiber proposes Scope of Work Step One to provide county, city and township leaders pre-engineering cost estimates on a township-by-township, city-by-city basis. You will gain construction cost projections, available grants and the scoring for each grant, local funding/bonding, anticipated network use, income from the network, etc.

Step Two moves from financial projections to defined areas of construction and engineering estimates. With defined areas of construction established, we will generate network designs, maps of fiber routes, bill of materials, and all technical information needed for grant applications and other funding sources. Step two is a

continuation of Step One and therefore is dependent upon Step One to be completed.

30 to 60 days for Step One. Then 30-60 days for Step Two. If both steps are purchased at the same time, then the entire project can be completed in 60-90 days.

Attachment(s):

- Hometown Fiber Proposal

BOLTON & MENK

HOMETOWN FIBER

EHLERS
PUBLIC FINANCE ADVISORS

PROFESSIONAL SERVICES PROPOSAL FOR BROADBAND CONSTRUCTION COSTS & FINANCING REPORT

Chisago County

May 31, 2022

Bolton & Menk | Hometown Fiber | Ehlers
partnership to fix your
internet problems for good.

Presented by:
HOMETOWN FIBER, LLC
18457 Gladstone Blvd N | Maple Grove, MN 55311
763.299.5900 | knowmore@yourhometownfiber.com
yourhometownfiber.com

An Experienced Team for Chisago County

To meet community's needs during this time of great demand, Hometown Fiber pulled together well-respected companies our team members have worked with for decades. Hometown Fiber, Bolton & Menk and Ehlers share one goal: get communities what they need to thrive. The three companies work together to offer communities unique expertise in broadband, civil engineering, grant writing and market analysis and financing. This partnership ensures efficient use of resources and the ability to meet tight timelines.
Our team's consulting and operational experience with rural municipalities and internet service providers is unmatched.

Hometown Fiber

Hometown Fiber tackles broadband challenges *from a community's perspective.* Hometown Fiber is staffed with telecommunications industry veterans with a passion for ensuring rural communities get the internet service they need to thrive. For the past 30 years Hometown Fiber founder Kyle Moorhead, the company's lead on this project, worked closely with municipalities, federal courts, colleges and businesses to solve technology challenges—including the design, construction and maintenance of fiber optic networks. Kyle also worked with internet service providers to build, troubleshoot, repair and maintain thousands of miles of fiber optic, twisted pair, coaxial, and wireless networks.

Bolton & Menk

For more than 72 years, Bolton & Menk has created public infrastructure that helps create safe, sustainable and beautiful communities. With over 700 employees and a corporate office in Mankato, Bolton & Menk is one of the Top 500 Engineering Firms in the country according to Engineering New-Record. It's an honor they've maintained since 1996. Brad DeWolf, President of Bolton & Menk is the point of contact for Hometown Fiber projects.

Ehlers

Rebecca Kurtz, CIMPA, is a senior municipal advisor and is Ehlers' lead on this project. Headquartered in Roseville, Ehlers helps build strong, vibrant communities. Her expertise includes project feasibility studies, project impact analysis, capital improvement planning, and involving the public in the process. Ehlers has provided independent, expert advice across all areas of public financing since 1955. They serve local governments, school districts, public agencies, special districts, community development authorities and joint powers boards.

Project Contacts

Kyle Moorhead
President
Hometown Fiber
kyle@yourhometownfiber.com
612-819-9077

Bradley C. DeWolf
President & CEO
Bolton & Menk
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Rebecca Kurtz
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Eileen Smith
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Hometown Fiber
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612-840-4554

Mitch Gordon
Geographic Information Systems
Hometown Fiber
mitch@yourhometownfiber.com
952-292-8165

Steve Jones
Financial Advisor
Hometown Fiber
steve.jones@yourhometownfiber.com
320-841-1793

SCOPE OF WORK

Hometown Fiber, Bolton & Menk and Ehlers will work together to create a financial information regarding construction costs and financing options for the construction of dedicated, directly connected fiber optic networks throughout the county. The report will be divided into towns and townships. This information can be used to determine which areas will score highest on grant applications what local community participation is needed, which communities would like to proceed, and ultimately will help the Chisago County determine how best use allocated broadband funds. A county-wide approach to creating this information is more efficient approach than individual community silos.

To reduce financial and political risk as much as possible, Hometown Fiber proposes a two-step process.

Step One

Hometown Fiber proposes Scope of Work Step One to provide county, city and township leaders pre-engineering cost estimates on a township-by-township, city-by-city basis. You will gain construction cost projections, available grants and the scoring for each grant, local funding/bonding, anticipated network use, income from the network, etc.

What We Will Do	What You Will Get	Fee
Identify each community's private fiber network needs. Such as control networks for water, wastewater and other utilities along with building-to-building communications.	A community approach to fiber optic networks that takes in account the specific needs for operating infrastructure, government and schools.	
Provide construction cost projections by using a per-property estimate formula. We account for population density, geology and topology. This is a projected calculation of cost and not an engineered cost estimate.	Construction cost projections for each town and township in the county.	
Identify available grants for each community. Score grant eligibility based on published criteria for available grants.	An understanding how well various communities and projects meet scoring criteria for each available grant.	~~$95,000~~ $49,975
Identify properties to consider for the MN Broadband Line Extension Pilot Program signed into law May 26, 2022.	This provides another possible funding source for properties that are a long distance from more densely populated areas.	
Financial analysis including: • Projected network use • Bonding options, terms • Return on investment • Recurring revenue • Comparison of single ISP options	Financial analysis defines which areas are most economical to build. Will help determine best use of limited funds. Will provide valuable information to each community on what it will cost to solve broadband problems.	

Step Two

Step Two moves from financial projections to defined areas of construction and engineering estimates. With defined areas of construction established, we will generate network designs, maps of fiber routes, bill of materials, and all technical information needed for grant applications and other funding sources. Step two is a continuation of Step One and therefore is dependent upon Step One to be completed.

What We Will Do	What You Will Get	Fee
Analyze combinations of township/city projects where it makes financial or practical sense to collaborate on a project.	Identify cost savings or grant opportunities available through combining projects. Common sense approach to get the best value for the investments.	
Engineered Cost Estimates: • Design directly connected fiber optic network connecting residential and business properties. • Layout private municipal fiber optic network connecting government facilities and securing operations. • Identify fiber routes and conduit paths • Identify and incorporate the costs for crossing waterways, bridges, railroads, highways, etc. • Determine locations for trenching vs horizontal drilling • Identify barriers, incorporate impact on costs	A fiber optic network design. Engineered cost estimates including bill of materials and labor estimates that are needed for grant applications and other funding sources.	~~$159,554~~ $49,975
Financial analysis including: • Projected network use per township/city • Bonding options, terms • ROI • Recurring revenue • Comparison of single ISP vs HTF's competitive, critical infrastructure approach	Detailed financial results needed to finalize funding sources and move to construction.	

Terms

50% deposit is required for Hometown Fiber to begin. NET 30 credit terms extended on remaining balances which shall be invoiced upon completion of services.

Timeline

30 to 60 days for Step One. Then 30-60 days for Step Two.
If both steps are purchased at the same time, then the entire project can be completed in **60-90 days**.

Conclusion

Thank you for your request for proposal that achieves a county-wide estimate of construction costs and grant eligibility. Enclosed is a sample resolution for your convenience. Hometown Fiber, with our partners Bolton & Menk and Ehlers, can begin the Project Evaluation once a contract is executed and deposit received.
In closing, thank you again for this opportunity to serve Chisago County. We look forward to helping you fix your internet problems for good.

Regards,

Kyle Moorhead

Kyle Moorhead, president
Hometown Fiber
kyle@yourhometownfiber.com
O: 763-299-5900 | C: 612-819-9077

Enc. Sample Resolution

References

Gary Richter
Mayor
City of Comfrey
cofreyclerk@frontiernet.net
507-877-2665

Norm Bodeker
Mayor
City of South Haven
norm.bodeker@yahoo.com
320-266-1913 (after 4pm)

Alex Hepp
Information Officer
City of Hopkins
ahepp@hopkinsmn.com
952-548-6305

Dave Cziok
Administrator
City of Litchfield
dave.cziok@ci.litchfield.mn.us
320-693-7201

George Baldwin
Manager, Electric Utility
City of Litchfield
george.baldwin@ci.litchfield.mn.us
320-296-1114

David Sanchez
Madeira Properties
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Glenn Edwards
Central Office Technician
CenturyLink
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Lezlie Sauter
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320-591-0019

John Wiik
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State of South Dakota
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Chuck Fullerton
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703-898-0521

Melissa Stenson
Clerk/Treasurer
City of South Haven
sohavenc@windstream.net
320-236-2424

CHISAGO COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION REGARDING BROADBAND IMPROVEMENTS

WHEREAS, The Chisago County Board of Commissioners, desires to improve broadband capabilities within Chisago County, and;

WHEREAS, The Chisago County Board of Commissioners initiated a Broadband Critical Infrastructure Report for Chisago County conducted by Hometown Fiber, and;

WHEREAS, Hometown Fiber delivered a Broadband Critical Infrastructure Report for Chisago County dated April 6, 2022 and the Chisago County Board of Commissioners has accepted the report, and;

WHEREAS, The Chisago County Board of Commissioners, has received a Professional Services Proposal by Hometown Fiber dated May 31, 2022 for Broadband Construction Costs and Financing Report, and;

WHEREAS, The Chisago County Board of Commissioners, accepts Hometown Fiber's May 31, 2022 proposal and desires to hire Hometown Fiber and their respective partners Bolton & Menk and Ehlers to deliver a report calculating broadband construction costs and identifying financing options within 90 calendar days of this resolution, for a fee not to exceed $99,900, and;

WHEREAS, The Chisago County Board of Commissioners, agrees time is of the essence and authorizes a $49,950 deposit payment to Hometown Fiber to immediately begin the scope of work defined in the May 31, 2022 proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CHISAGO COUNTY MINNESOTA BOARD OF COMMISSIONERS, Herby hires Hometown Fiber to create a Broadband Construction Costs and Financing Option Report within 90-days of this resolution for a cost not to exceed $99,900 and agrees to pay a deposit totaling $49,950 authorizing Hometown Fiber to immediately proceed with the scope of work defined in the May 31st proposal.

Adopted by The Chisago County Minnesota Board of Commissioners this _____ day of _____, 2022.

Signed by: _____ Attest: _____

Rick Greene, Chair

Chase Burnham, County Administrator

Harris Public Works and Center City Public Works Facilities Improvements

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

Center City Shop:
- Update/expand both lunchrooms
- Add an office in Maintenance end
- Expand conference room

Harris Shop:
- Construction of wash bay
- Construction of truck building
- Potential parking lot reconstruction

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

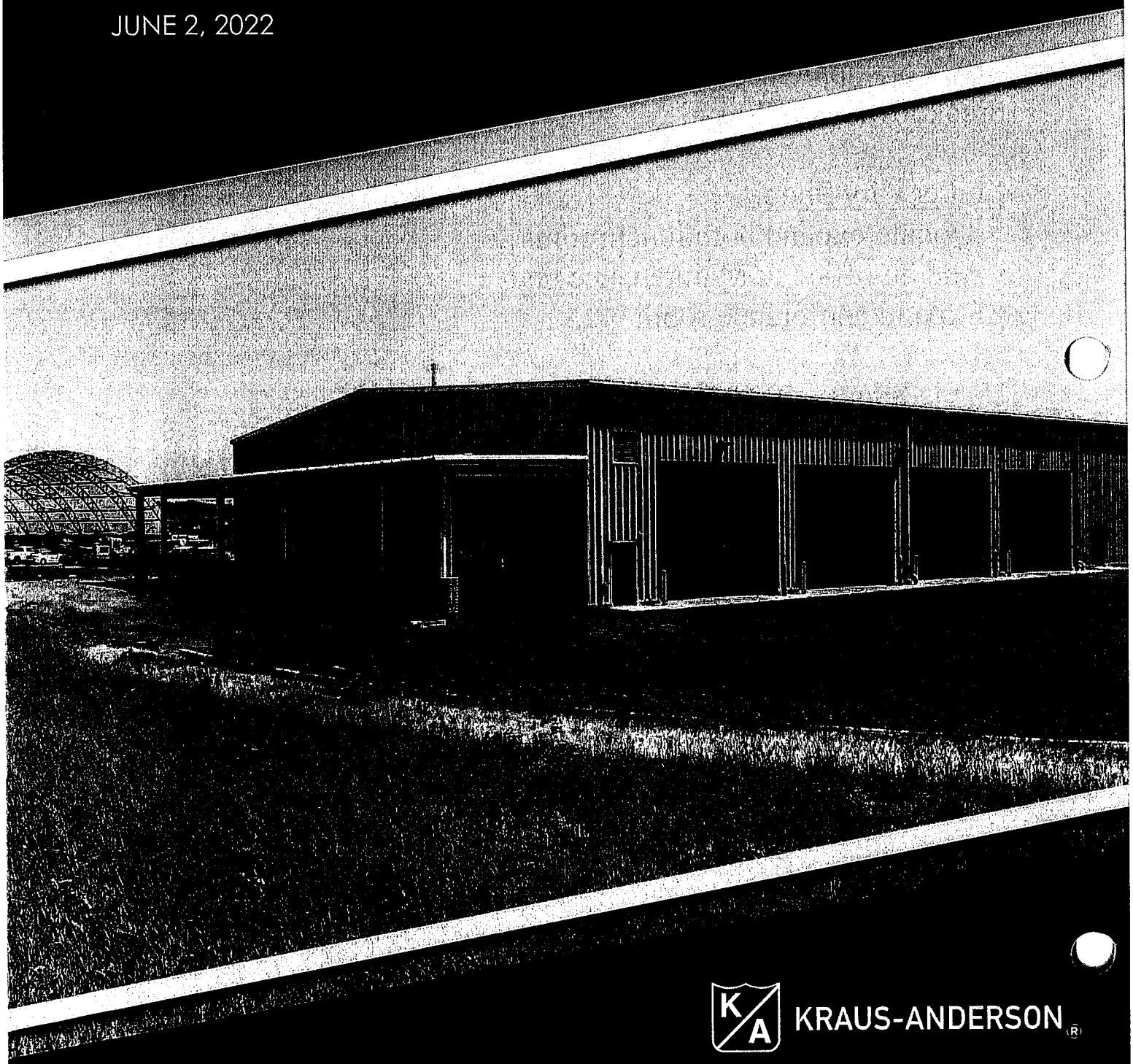
The Committee requested the County Engineer get more information.

Attachment(s):
- Kraus-Anderson Construction Management Proposal
- Hagen, Christensen and McIlwain Architects – Proposal for Architectural and Engineering Design Services

CHISAGO COUNTY

CONSTRUCTION MANAGEMENT AGENCY (CMA) SERVICES

JUNE 2, 2022



KRAUS-ANDERSON®

Building enduring relationships and strong communities

KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

June 2, 2022

Joel Triplett, County Engineer, Public Works Director
Chisago County
313 North Main Street
Center City, MN 55012
Email: joe.triplett@chisagocounty.us

Dear Mr. Triplett:

Kraus-Anderson (KA) is thrilled for the opportunity to submit our qualifications to provide comprehensive Construction Management as Agent (CMa) Services to manage Chisago County's public works facilities improvements project. Our experienced project and field management professionals will be carefully selected to ensure the scope of work and the goals of Chisago County are adequately aligned during preconstruction and exceeded during construction.

KA provides the following benefits to achieve your goals and objectives:

- Familiarity with Chisago County and the Community: As a Minnesota construction firm, KA has strong roots in the Chisago County area. 27 of KA's team members have hometown roots in Chisago County. In addition to our personal connections to the community, Kraus-Anderson has successfully delivered 43 projects in the County, including North Branch Area Public Schools, Rush City Schools, St. Croix Regional Medical Center, M Health Fairview, and Polaris.
- Advocate and Good Neighbor: The project team will advocate on the County's behalf to ensure the project is delivered on time and budget while continually communicating with you throughout all project phases and remaining open-book and transparent from start to finish. We will be a good neighbor by actively solving issues and addressing construction challenges head-on.
- Project Understanding and Approach: Kraus-Anderson has been actively engaged in this project from its conception, including initial budget creation, scope understanding, and creating schedules/phasing options. Our understanding of public works facilities projects will allow our team to provide solid project direction and a solid foundation for construction.
- Long-standing, Successful HCM Relationship: We bring team and company synergies gained from over 200 projects, including Anoka County Highway Department, Washington County Public Works, City of Woodbury, and City of Monticello, to name a few. Rest assured, we will work collaboratively to bring Chisago County's project to successful completion.

We are excited to partner with you, build an enduring relationship based on trust and shared goals, and deliver a project that Chisago County can be proud of. If you have any questions or require additional information, please contact me at 612-747-5357 or mark.kotten@krausanderson.com.

Sincerely,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Mark Kotten
Construction Executive, Government

1. KRAUS-ANDERSON QUALIFICATIONS

KA EXPERIENCE HIGHLIGHTS

- **Strong local presence and project experience** with North Branch Area Public Schools, Rush City Schools, St. Croix Regional Medical Center, M Health Fairview, and Polaris
- Served over 20 county government entities in the last 10 years, **including public works facilities**
- **Long-standing HCM relationship** and project history
- **95%** of KA's work is delivered in a **CM role**
- **125-years** in business, **established and financially stable**

Kraus-Anderson has a proven track record of delivering Construction Management services in the public sector. We have constructed public safety, justice, and law enforcement centers, police stations, jails, fire stations, public works facilities, highway maintenance buildings, service centers, and libraries. These projects include new construction, additions, renovations, site work, parking, and landscaping and often occur on congested sites with ongoing operations.

KA has built its entire team and approach around being the best and most capable construction management firm, with particular attention toward CM delivery to public-sector owners. In response to the needs of our clients, identified over the course of hundreds of projects, we have added experts in preconstruction, building science, mechanical and electrical, construction, and safety. When partnering with KA, Chisago County will have seamless access to all of this expertise, as well as 125 years of construction expertise. Our project managers and site superintendents know how to manage a project to successful completion and will act as your advocate to deliver the project to your expectations.











ST. CROIX COUNTY Wisconsin
Innovation Through Cooperation

ST. CROIX COUNTY HIGHWAY BUILDING

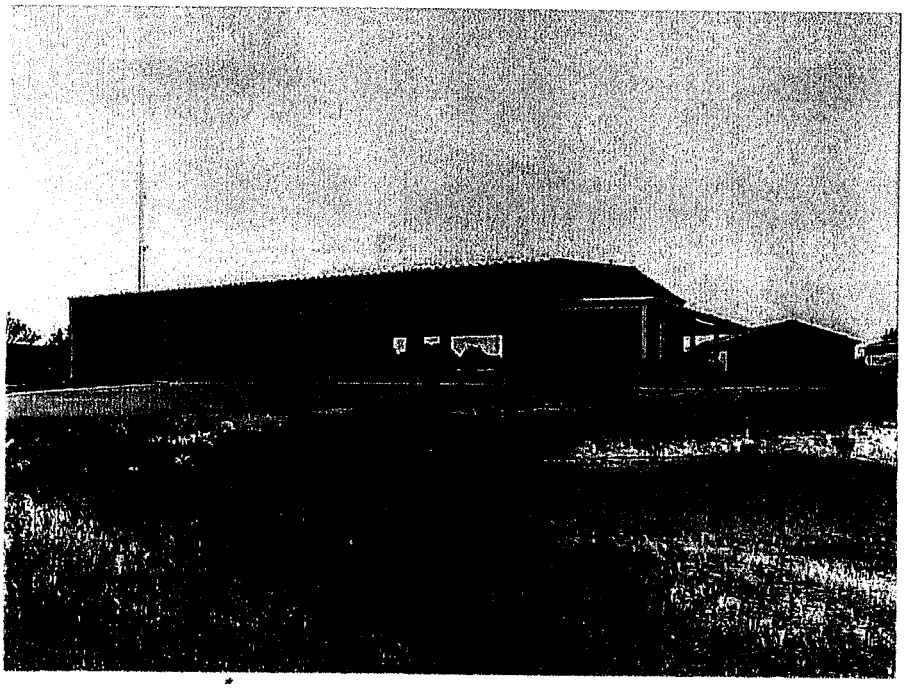
Baldwin, WI

This facility includes three new buildings on a 52-acre site.

- 135,700 SF Main Maintenance and Office Building
  - 68,000 SF vehicle storage area has 82 parking stalls for cars, trucks, plows, graders, and end loaders.
  - 46,000 SF five maintenance bays including parts rooms, 2 sign shop bays, tool rooms, mechanic's office, 2 welding bays, and a 7,700 SF mezzanine storage area
  - 14,000 SF administrative area
- 60,000 SF unheated storage building for highway equipment
- 24,000 SF salt shed, including a Brine Blending system and storage tanks

KA has completed, the following projects for St. Croix County:

- Government Center Master Plan
- Highway Department Facility Assessment





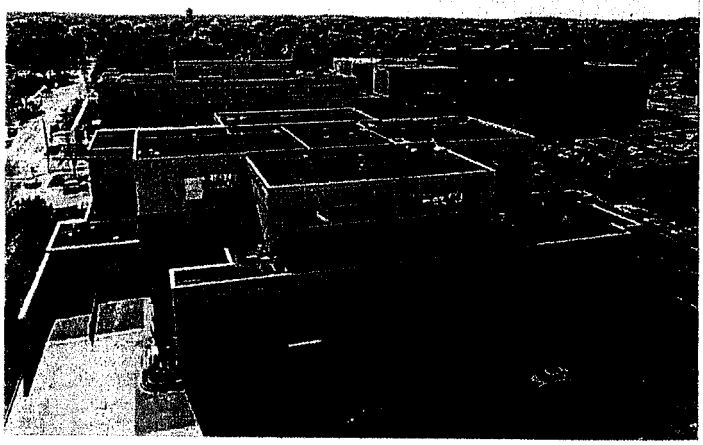


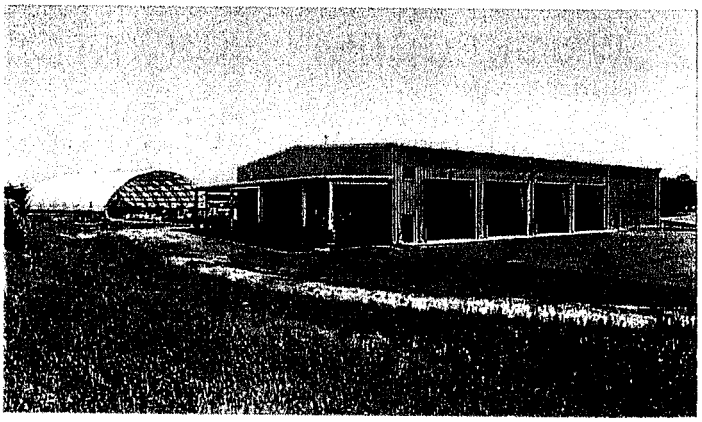
Scott

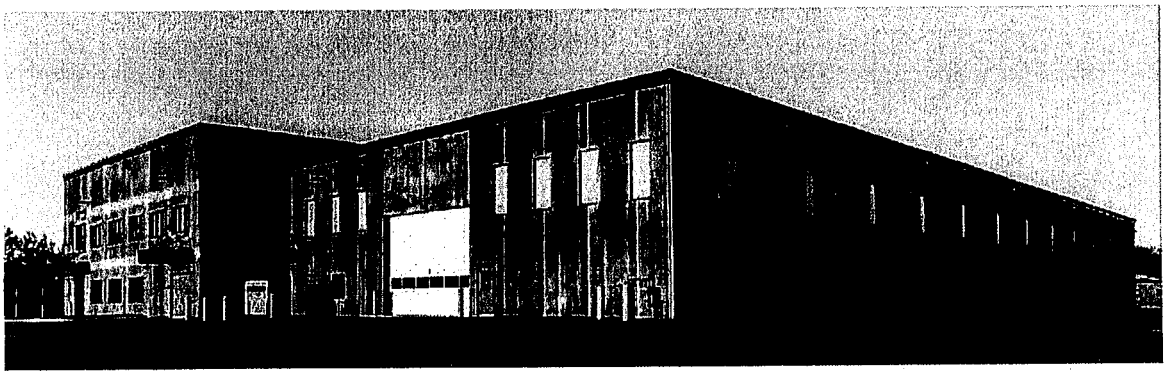
SCOTT COUNTY GOVERNMENT COMPLEX

Shakopee, MN

- Law Enforcement Center Renovation: renovation of new courtroom with holding cells, interview rooms, and secure entry
- Existing Government Center and Justice Center Remodel
  - 82,000 SF, 3-story Justice Center renovations with 2 new courtrooms, expanded jury assembly space, holding cells, new roof, and fire sprinkler system
  - 110,000 SF, 4-story Government Center East Building renovations to staff space, customer service areas, as well as public waiting areas, and updated mechanical systems
- Government Center West Building
  - 145,000 SF, 3-story new addition houses Health and Human Services Division, Community Corrections Department, and County Attorney Offices
  - All public access must go through the Justice Center's weapons screening point to reach the lobbies
  - New jury assembly space and a secure passage from the Justice Center to the Law Enforcement Center
- KA also completed a 15,000 SF Public Works Facility with storage in Jordan, MN, in 2019







MINNESOTA
LAKE COUNTY



COUNTY HIGHWAY DEPARTMENT FACILITY

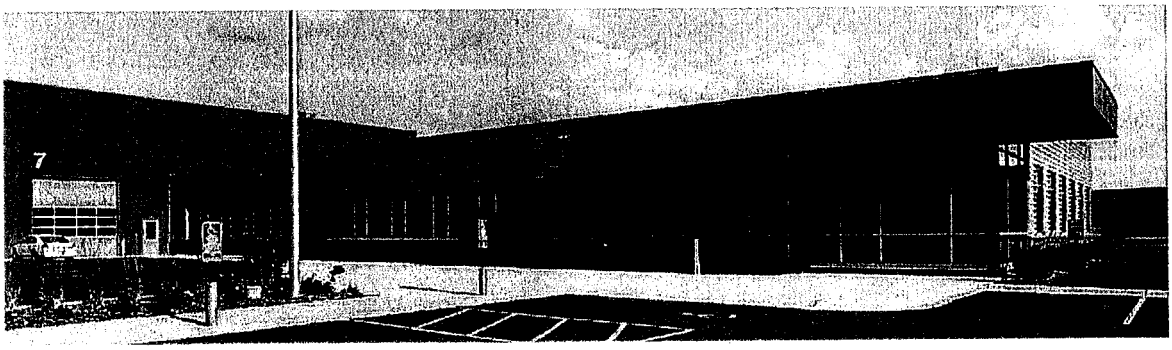
Two Harbors, MN



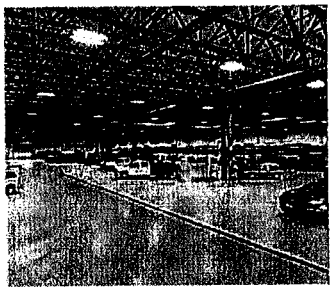
New 53,873 SF, 2-story maintenance/office building.

- 22,100 SF vehicle storage area includes 26 parking spots for cars, trucks, plows, graders, and end loaders, sign storage area, and soils lab
- 12,610 SF vehicle repair/storage/wash area including 3 maintenance/repair bays, 1 wash bay, 1 welding bay, tool room, and parts room
- 8,763 SF administrative area, including offices, break room, training room, locker rooms, and support spaces
- 5,500 SF mezzanine
- 4,900 SF 2nd floor unfinished future office





Wright County
MINNESOTA

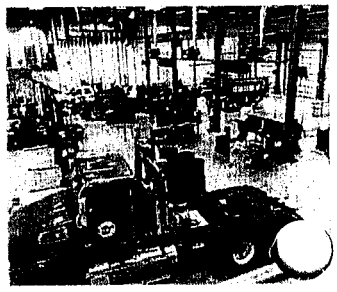


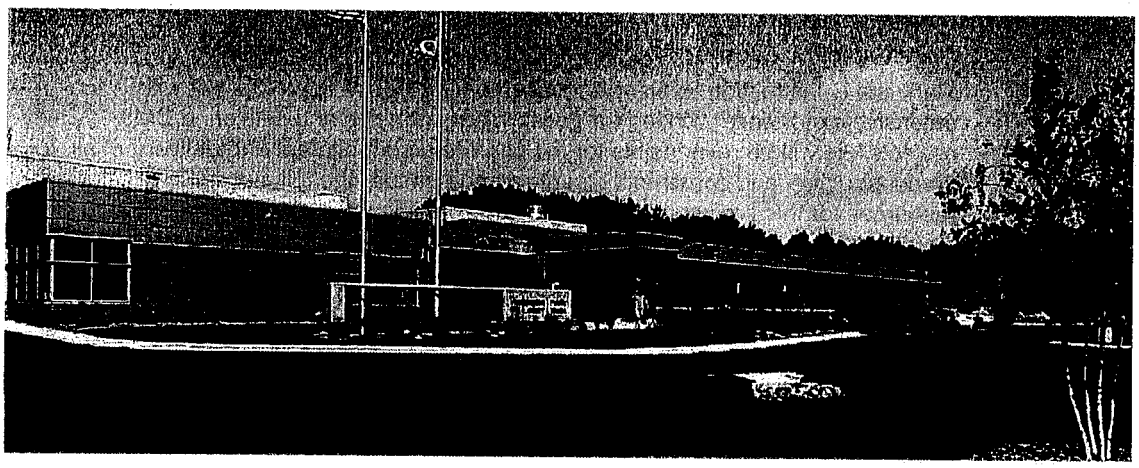
WRIGHT COUNTY HIGHWAY DEPARTMENT FACILITY

Buffalo, MN

KA completed this new 105,000 SF highway department facility and site work.

- 37,703 SF Fleet Maintenance Shop, including 10 maintenance bays, in-floor heating and energy recovery system, indoor car wash, lube/fluids system, 5-ton bridge crane, welding bay with a bridge crane, small engine room, small sign shop, and parts room
- 54,620 SF Vehicle Storage building with 49 parking stalls (17 large truck, 16 snow plow and 26 semi-truck), chemical storage room, engineering and testing room for soil testing and analysis, and tool storage area
- 12,640 SF Office Area featuring 10 permanent offices and 10 flexible workspaces, two large conference rooms, kitchenette, in-slab heating around the perimeter to free up wall space and make workspace more flexible, locker rooms, and showers





Washington County

WASHINGTON COUNTY

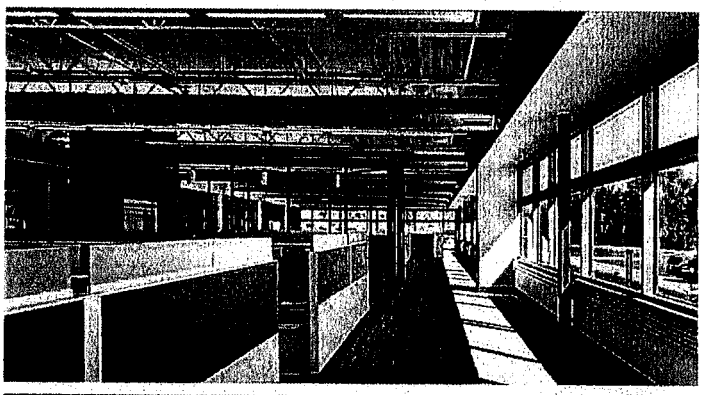
Since 1996, KA has provided CM services on 30+ projects for Washington County, totaling over $140 million. The majority of projects were delivered as CMA and all are built to MN B3 guidelines.

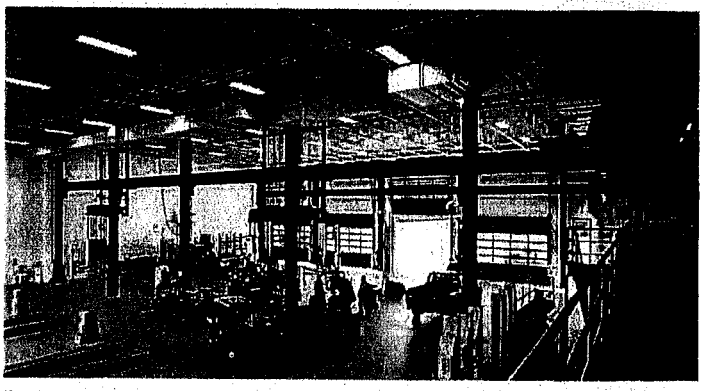
NORTH SHOP EXPANSION

Stillwater, MN

Washington County's Public Works original North Shop served the county well for more than 50 years. This new building was designed and built with sustainability, flexibility, and future growth in mind. 99,500 SF office and service bay additions, 4,500 SF mezzanine, and remodel of existing 45,800 SF maintenance and storage facility.

- Fleet Services - maintains over 450 county units from snowplows and trucks to Sheriff patrol cars, managing over 680,000 gallons of fuel per year
- Road Maintenance - maintains over 380 miles of road, clearing snow and ice with 23 snowplow routes, managing more than 1,000 culverts and 165 guardrails
- Signs and Signals - operates over 100 traffic signal systems, signage and striping maintenance and repair, permitting for utility work and oversized vehicles
- Office/Administrative Area











Mark Kotten

Construction Executive, Project Director

Mark is a Construction Executive focused on the Public Sector for KA with extensive experience working for government agencies and delivering CMa projects. He will be responsible for the corporate commitment and delivery of all preconstruction and construction services and ensure the full availability of all KA resources for this project. Mark will provide valuable expertise and input during the preconstruction phase for planning, disruption avoidance plan, phasing, logistics, schedule, value management, and safety. He will advocate for Chisago County's vision, goals, and objectives, delivering the project to your expectations.

Education

BS, Construction Management
North Dakota State University
Fargo, ND

Mark served in the National Guard

Professional Associations

- American Public Works Association
- Minnesota State Fire Chiefs Association
- Association of Minnesota Counties
- North Dakota State University Construction Industry Advisory Council
- Wisconsin County Highway Association
- Wisconsin Facility Management Association

Advanced Training/ Certification

- OSHA 30-Hour Construction Safety
- Stormwater Pollution Prevention Program (SWPPP) Training

Industry Experience

Since 1992

Selected Experience

St. Croix County
- Government Center Phase 1, Hudson, WI: 16,675 SF, two-story heated, pre-engineered, new Sheriff's Department evidence and vehicle storage building
- St. Croix County Jail, Hudson, WI: 4,000 SF, three-story expansion and remodel to add 10 jail cells, courtroom modifications, and day reporting expansion to sheriff's office

Minnetonka Police and Fire Station, Minnetonka, MN
43,000 SF, two-story police renovation, 15,800 SF police garage addition, 37,000 SF fire addition, and site work

Scott County Government Complex, Shakopee, MN
- Scott County Government Center and Justice Center Remodel, Shakopee, MN
  - *82,000 SF, three-story Justice Center renovations with two new courtrooms, expanded jury assembly space, holding cells, new roof and fire sprinkler system*
  - *110,000 SF, four-story Government Center East Building renovations to staff space, customer service areas, as well as public waiting areas, and updated mechanical systems*
- Government Center West Building, Shakopee, MN: 145,000 SF, three-story new addition houses Health and Human Services Division, Community Corrections Department, and County Attorney offices
- Scott County Law Enforcement Center, Shakopee, MN: Courtroom renovations

Burnsville City Hall and Police Department, Burnsville, MN
57,940 SF City Hall and Police Department remodel, renovation, and expansion

Washington County
- Washington County 2025 Campus Improvements, Stillwater, MN
  - *Phase 1: 165,777 SF, five-story court addition including new courtrooms, holding areas, and judge chambers; 73,406 SF law enforcement center addition including new office space, holding areas, and data center*
  - *Phase 2: 62,000 SF remodel of the existing 2nd-floor courts and office area*
  - *Phase 3: 60,000 SF remodel of existing 1st-floor office filing and storage areas*
  - *Phase 4: South Wing renovation from carpet replacement to the new office areas*

City of Crystal Police Station, Crystal, MN
53,281 SF, two-story new police facility, garage, and office with 70-car parking



Dustin Phillips

Senior Project Manager

Dustin will manage the project from preconstruction through construction completion. He will oversee all project elements, including budget and schedule control and overall project communication.

In addition to comprehensive preconstruction phase cost estimating, value management, and project scheduling, Dustin will develop a cash flow disbursement schedule for use by Chisago County. He will also provide the front-end bidding documents and generate local bidder interest in the project. His responsibilities will include prime contractor performance review, prime contractor negotiation and award, monitoring and updating progress schedules, and administration of job site staff.

Education

MS, Construction Management and BS, Construction with a Minor in Business Administration, University of Wisconsin - Stout, Menomonie, WI

Professional Associations

- American Public Works Association
- Association of Minnesota Counties
- International Facility Management Association (IFMA)
- Wisconsin County Highway Association
- University of Wisconsin-Stout Industry Advisory Board - Executive Board

Advanced Training/ Certification

- OSHA 30-Hour Construction Safety
- Stormwater Pollution Prevention Program (SWPPP) Training

Industry Experience

Since 2006

Selected Experience

Scott County Government Complex, Shakopee, MN

- Scott County Government Center and Justice Center Remodel, Shakopee, MN
  - *82,000 SF, 3-story Justice Center renovations with two new courtrooms, expanded jury assembly space, holding cells, new roof, and fire sprinkler system*
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- Government Center West Building, Shakopee, MN: 145,000 SF, three-story new addition houses Health and Human Services Division, Community Corrections Department, and County Attorney offices
- Scott County Law Enforcement Center, Shakopee, MN: Courtroom renovations

St. Croix County

- Government Center Phase 1, Hudson, WI: 16,675 SF, two-story heated, pre-engineered, new Sheriff's Department evidence and vehicle storage building
- St. Croix County Jail, Hudson, WI: 4,000 SF, two-story expansion and remodel to add 10 jail cells, courtroom modifications, and day reporting expansion to sheriff's office

Washington County

- South Shop Master Plan, Woodbury, MN: 84,075 SF master planning of new South Shop public works facility including a new maintenance, storage, and office facility including all-new site development
- Washington County Jail, Stillwater, MN: Mezzanine security improvements, including ACT and plaster soffit re-work
- St. Croix Bluffs Storage Building, Hastings, MN: New equipment storage building
- Wildwood Library, St. Paul, MN: New library including storm-water, management parking, and landscaping site improvements
- Washington County Public Works Storage Building: 5,000 SF new storage/ maintenance facility
- Washington County Public Works North Shop: 100,000 SF new office and service bay addition and remodel of existing 40,000 SF maintenance and storage facility
- Washington County Government Center Remodel, Stillwater, MN: 17,700 SF remodel of the 4th-floor office space

CONSTRUCTION MANAGEMENT SERVICES

KA will leverage our experience in constructing public sector projects to make this project successful. A successful project that meets Chisago County's needs is of quality construction, is on time, and is on budget.

Below are many of the tasks Kraus-Anderson will perform on behalf of Chisago County:

PHASE 1 — **PHASE 2**

PRECONSTRUCTION | **BID/AWARD** | **CONSTRUCTION** | **POST CONSTRUCTION**

- Work with the County and HCM to understand options
- Confirm budgets for options under consideration
- Final documentation of selected options and budget
- Develop a communication plan for stakeholders and community engagement, information
- Conduct preconstruction meetings

Cost & Schedule Management

- Detailed estimates throughout all phases
- Constructability review of design documents
- Site logistic planning/ Safety plan
- Project delivery schedule from planning and design phase through post construction

Quality Control & Management Plan

- Architectural plan review
- Building systems review
- Pre-installation guidance and review

M&E Systems Review

- Review mechanical and electrical systems
- Commissioning assistance

- Recommend bid packages
- Investigate and identify long-lead bid items for material and equipment
- Conduct pre-bid meetings with all bidders
- Publicly receive, review, and thoroughly analyze all bids
- Conduct pre-award conferences
- Recommend contract awards to Chisago County
- Monitor and coordinate submittal schedule
- Process samples and shop drawings
- Advise and promote the project
- Target specialized contractors

- Communication of project goals/success factors with prime contractors
- Full-time, onsite field supervision
- Provide/monitor and update the detailed project schedule
- Weekly progress meetings and reports
- Coordination of prime contractors
- Jobsite safety coordination
- Information management between field, Architect, and County
- Project controls (RFI, PCO, SI)
- Cost management
- Quality management
- Coordination with City inspectors

- Supervise completion of punch list items and update project team on progress
- Arrange for systems training
- Verify compliance with all construction documents
- Manage warranty period and support City with warranty items
- Manage 11-month warranty inspection
- Continue relationship with Chisago County and provide ongoing support after the warranty period



Kraus-Anderson Construction Company

Chisago County Public Works Improvement Project

	FEE			
Subtotal CONSTRUCTION MANAGEMENT FEE	$ 2,400,000		3.00%	$ 72,000

Kraus-Anderson (KA) proposes a 3.00% fee based on an estimated cost of construction of $2,400,000. This fee percentage will not change if the scope has increased or decreased from discussions with HCM Architects or Chisago County.

	PRE-CONSTRUCTION			
			Start Date:	Jun-2000
			Finish Date:	Oct-2022
	4.0	17	87	693
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive, Principal in Charge	10	HRS	$184.00	$ 1,840
Senior Project Manager	40	HRS	$158.00	$ 6,320
Project Manager	60	HRS	$139.00	$ 8,340
Preconstruction Manager/Estimator	40	HRS	$134.00	$ 5,360
Quality Manager	7	HRS	$138.00	$ 966
MEP Coordinator	4	HRS	$145.00	$ 580
Project Coordinator	20	HRS	$66.00	$ 1,320
Subtotal PRECONSTRUCTION STAFF	0	HRS		~~$ 24,726~~
Discounted PRECONSTRUCTION RATE				**$8,500.00**

	CONSTRUCTION			
			Start Date:	TBD
			Finish Date:	TBD
	TBD	TBD	TBD	TBD
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive, Principal in Charge		HRS	$184.00	In Fee
Senior Project Manager		HRS	$158.00	$ -
Project Manager		HRS	$139.00	$ -
Project Superintendent #1		HRS	$137.00	$ -
General Superintendent		HRS	$146.00	$ -
Quality Manager		HRS	$138.00	$ -
MEP Specialist		HRS	$145.00	$ -
Safety Manager		HRS	$144.00	$ -
VDC/BIM		HRS	$123.00	$ -
Project Coordinator		HRS	$66.00	$ -
Accounting		HRS	$66.00	$ -
Subtotal CONSTRUCTION STAFF	0	HRS		$ -

In discussions with HCM/Chisago County, the phasing hasn't been finalized yet. Above is a standard rate sheet for staffing. These costs were/are included in the budget the County was provided and are costs that would replace a GC (not additional). These costs can be expected between $33-$43K/month. We will develop these openly with the Chisago County once a schedule is agreed on.

Reimbursable Expenses are $4,000/month. These include the following:
1) Job Site Office Trailer
2) Travel Expenses
3) Printing/Shipping
4) Office Equipment/Supplies
5) Superintendent Truck/Tools

HAGEN, CHRISTENSEN & MCILWAIN
ARCHITECTS

June 2, 2022

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

Re: *Proposal for Architectural and Engineering Design Services*
Harris Public Works & Center City Public Works Facilities – Phase 1 & 2 Improvements

Dear Joe:

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

These services are for the Phase 1 Improvements to the Harris Facility which include a Vehicle / Equipment Wash Bay Addition to the north end of the existing building and a new 4-Bay Truck Storage Building located to the east of the existing Public Works Building. The Phase 1 Improvements to the Center City Public Works facility includes a small addition to the south of the existing Lunch Room / entry and some minor interior remodeling.

Our Project Design Team includes:

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

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

Sincerely,

Tim McIlwain

Tim McILwain, AIA

A. Project Understanding & Scope of Services

Project Understanding

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

Harris Public Works Facility

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

Site Work Scope:

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

Building & Systems Scope:

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

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

Site Work Scope:

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

Building & Systems Scope:

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

Center City Public Works Facility

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

Site Work Scope:

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

Building & Systems Scope:

- Single-story post-framed building addition – eave heights to match existing with insulat metal exterior
- Remodeling of existing Break Room counters and finishes

Project Scope of Services

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

Project Tasks:

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

Task 1 Field Verification, Base Building Documentation and Systems Review

Scope of Work:

- HCM & EP to visit the Center City PW Facility and field verify, measure and document the existing conditions and systems in the project area.
- Report to County staff on findings of existing conditions and any issues that could affect this Project.

County Staff Responsibilities:

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

Deliverables:

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

Task 2 Project Design

Design Team Scope of Work:

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

County Staff Responsibilities:

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

Deliverables:

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

Task 3 Construction Documents

Design Team Scope of Work:

- Develop the Construction Documents (Drawings and Specifications) for the Project required for the permitting and bidding of the project. These documents to include:

- Civil Engineering drawings and details for Site Plans, Grading Plans and Utility Plans for Harris site. Center City to have minimal Site Plan.
- Structural Plans and details for the Wash Bay Addition at Harris and Center City Addition. Storage Building to be a pre-engineered structure and foundation system – no structural engineering provided.

- Building Floor Plans, Ceilings Plans and Roof Plans
- Finish Plans and Finish Schedules, FFE Plans *(Furniture, Fixtures & Equipment)*
- Exterior Elevations & Exterior Wall Sections and Details
- Interior Elevations, Interior details & Millwork details
- Ceiling Plans & Details
- Mechanical and Electrical Engineering MEP Drawings
- Specifications

- Present the final design to the County and governing agencies for their review and approval.
- Regular project meetings including a 90% final review meeting with County, Design Team and CMa or General Contractor.
- Ongoing review all options of project design/cost objectives.
- Assist in providing a final detailed project cost estimate.

Staff Involvement / Roles – Primary Responsibilities

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

Deliverables:

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

Task 4 Project Bidding

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

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

Task 5 Construction Administration Services

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

County Staff Responsibilities:
- Payment of approved Applications for Payment
- Attendance at Construction Meetings
- Approval of required changes

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

Task 6 Project Closeout:

Design Team Scope of Work:

- Close-out Review

County Staff Responsibilities:

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

Deliverables:

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

B. Project Fees

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

Professional Design Fees

HCM	*Architectural / Team Leader*	*$120,000*
Loucks	*Civil Engineering*	*$23,000*
ERA	*Structural Engineering*	*$10,000*
EP	*M/E/P Engineering*	*$40,000*
Professional Design Fees		*$193,000*
Estimated Reimbursables		*$2,000*
TOTAL		***$195,000***

HCM Architects Billable Rates - 2022

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

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

Additional Services

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

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

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

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

Sincerely,

Tim McILwain, AIA

Tim McIlwain

Acceptance

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

ACCEPTED BY:_____

DATE: _____

Recorder Indexing Project – Recorders Technology Fund

The County Recorder's Office has began scanning all the County's recordable documents. County Recorder Karen Long is requesting indexing all the documents so the documents are searchable.

TriMin and US Imaging would be the providers of this service because they are the vendors used across the State. **The total cost for the indexing project is expected to be $66,000.**

The $66,000 would come from the Recorder's Technology Fund (MN Stat. 357.18 subd. 4). These funds shall be 'disbursed at the county recorder's discretion to provide modern information services from the records system.'

The Recorder Technology fund currently has **$1,759,645.00** in it.

krwadde
06/06/2022 1:19:09PM

*** Chisago County ***

REVENUES & EXPENDITURES BUDGET REPORT
Report Basis: Cash

INTEGRATED FINANCIAL SYSTEMS

Page 16
From: 01/2022 Thru: 06/2022
Percent of Year: 50%

01 Fund
General Revenue Fund
103 Dept
Recorder Compliance/Technology

Account Number	Description	Status	06/2022 Amount	Selected Months	2022 Bdgt W/ Amend	% Of Budget
— Revenues —						
01-103-000-0000-5504	Recording Process Compliance Fee		891.00-	53,437.00-	165,000.00-	32
01-103-000-0000-5505	Recorders Technology Fee		810.00-	48,560.00-	150,000.00-	32
— Expenditures —						
01-103-000-0000-6610	Recorders Technology Fund		3,824.96	4,715.44	1,500.00	314
01-103-000-0000-6898	Budget Adjustment Technology		.00	0.00	490,032.00	0
01-103-000-0000-6899	Budget Adjustment Compliance		.00	0.00	1,583,113.00	0
103 Dept	TOTALS Recorder Compliance/Technology	Revenue	1,701.00-	101,997.00-	315,000.00-	32
		Expend.	3,824.96	4,715.44	2,074,645.00	0
		Net	2,123.96	97,281.56-	1,759,645.00	-6

County Fee Schedule Update

Chisago County provides a wide range of services to its residents. To control expenditures, distribute costs equitably, and recoup some of the expense to provide these services, user fees have been established. Since many of the services provided by the County have a level of public benefit included in them, the full price to deliver many services will not be charged to the user. When a single user can be identified as the sole benefactor of a government service, the full cost of that service will be charged.

A portion of the cost to deliver a service can be supported by revenues other than user fees; i.e., levy, grants, state aids, when there is a public benefit provided.

Unless a statute has specified a fee, a public hearing before the County Board must be held to establish the fee (M.S. 373.41).

The annual Fee-For-Service Schedule lists the fees for services charged by Chisago County. As required by Minn. Stat. Section 373.41, these service fees, charges and rates are established by ordinance.

Some other fees that could be added depending on the Board's desires would include:

- Election fees for equipment maintenance, ballot printing, absentee ballot processing, equipment testing, etc.
- TIF Districts fees for establishing district and annual maintenance.

- Special Assessment Fees for setting up assessment in tax system and maintaining records and settling payments
- TNT statement printing 1/3 each for County, city/twp and schools
- City/Township annual audit certification for data I prepare for them for their audits

Attachment(s):

- Proposed County Fee Schedule

Chisago County Fee Schedule
January 1, 2023

COUNTYWIDE FEES	FEE
Credit Card Payments eChecks	Note: A 2.5% ($2.00 minimum) fee will be assessed when paying with credit/debit card or a $1.50 fee will be assessed for eChecks up to $10,000.

ASSESSOR	FEE
Not Applicable	Majority of our information is available online.

AUDITOR-TREASURER	FEE
Auctioneer License	$20.00
Bond Certificate	$200.00
Confession of Judgment • Setup Fee – 1st COJ • Setup Fee – 2nd COJ	 $100.00 per parcel $200.00 per parcel
Deed Tax	Sale Price X 0.0033
Delinquent Tax Fee (1st year)	$25.00
Delinquent Tax Certification – Parcel Specific	$10.00 per parcel
Delinquent Tax List	$50.00
Elections - Candidate Filings • County • Soil & Water • Federal and State	 $50.00 $20.00 Per State Statute
Elections – Odd Year & Special Elections • Cost of programing equipment, supplies and ballot printing	Actual Cost
Fireworks Permit	$50.00
Gravel Tax Administrative Fee	5% of tax collected (MS 298.75, subd. 7b)
Gravel Tax – Late Penalty	$5.00 per day beginning the 15th day after the last day of each calendar quarter for the first 30 days; increases to $10.00 per day thereafter (MS 298.75, subd. 5)
Green Acres Payback Calculation • General – response withing 5 business days • If property split is involved	 $50.00 per parcel $100.00 per parcel $50.00 per parcel

• Expedited fee if needed sooner than 5 business days	
License Renewal – Late Fee	$100.00 per license
Liquor Licenses • Off-Sale 3.2% Malt Liquor** • On-Sale 3.2% Malt Liquor** • Off & On-Sale 3.2 Malt Liquor** • Off-Sale Intoxicating Liquor • On-Sale Intoxicating Liquor • Temporary 1-4 Day On-Sale Intoxicating Liquor • Wine • Wine & 3.2% Malt Liquor (Strong Beer) • Sunday Liquor • 2 a.m. Liquor • Consumption and Display • New License Investigation Fee – In-State • New License Investigation Fee – Out of State ** ½ of license fee is paid to township	 • $50.00 • $150.00 • $225.00 • $200.00 • $2,000.00 • $350.00 per event • $600.00 • $750.00 • $200.00 • State Fee • County $300.00; State $250.00 • $200.00 • Actual Cost
Mortgage Registration	Mortgage Amount X 0.0023
Non-Sufficient Funds	$30.00
Notice of Expiration of Redemption Publication	$100.00 per parcel
Precious Metal License	$100.00
Research Archived Tax Records	$30.00 per hour (1 hour minimum) + $5.00 per parcel, per year
Tax Forfeit Notice and Advertising Fee	$200.00 per parcel
Tax Forfeit Sale Fee	$200.00 per parcel
Tobacco License	$150.00

Commented [BK1]: Liquor License Fees will need a public hearing to increase

COUNTY ATTORNEY	FEE
Copy Charges (data requests and discovery to privately retained counsel)	$.25 per page $10 per CD

Commented [CS2]: No change for County Attorney discovery charges and data requests

COURT ADMINISTRATION	FEE

ENTERPRISE SERVICES	FEE
Any IT or GIS Work	$75.00 / hour. Minimum billing 1 hour

ENVIRONMENTAL SERIVCES - PARKS	FEE

Checkerboard Park Shelter #1	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Dennis Frandsen Park Shelter #1	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Fish Lake Park Shelter #1 – Near Playground	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Fish Lake Park Shelter #2 – Near Lake	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Ki-Chi-Saga Park Shelter #1 – Near Playground	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Ki-Chi-Saga Park Shelter #2 – Near Soccer Fields	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Kost Dam Park #1	$35 per weekday - Weekends & Holidays: $60 Residents / Businesses $75 Non-Residents / Businesses
Ki-Chi-Saga Park Campsite #1 – South Center Lake	$15 per day
Ki-Chi-Saga Park Campsite #2 – Linn Lake	$15 per day
Checkerboard Park Dog Park	Available on a first-come, first-served basis with valid dog license. Special Use Permit event rules/fees apply.
Fish Lake County Park	$20 Season Pass or $3 daily vehicle parking fee (Friday- Sunday) Memorial Day weekend thru Labor Day
Dennis Frandsen Park Disc Golf Course	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Sunrise Prairie Regional Trail	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Swedish Immigrant Regional Trail	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.
Playgrounds	Available on a first-come, first-served basis. Special Use Permit event rules/fees apply.

Chisago County Parks	Available on a first-come, first-served basis. May be reserved for large special events subject to approval by Park Director. Special Use Permit event rules/fees apply.
Ki-Chi-Saga Ball Fields (1-4)	$10/Per Person-Season (Category 1-4) $15/Per Person-Season (Category 5)
Ki-Chi-Sage Soccer Fields (1-4)	$10/Per Person-Season (Category 1-4) $15/Per Person-Season (Category 5)
Ki-Chi-Saga Lacrosse/Flag Football Fields (5-6)	$10/Per Person-Season (Category 1-4) $15/Per Person-Season (Category 5)
Special Use Permit – Basic/Small	$35 fee $25/Hour Maintenance Charge
Special Use Permit – Large	$300 fee & $500 Refundable Deposit
Special Park Board Meeting	$500
Concession Agreements	$35 per month in which the concessionaire is present and operating at the park.
Athletic Field Tournaments	$300 fee & $500 Refundable Deposit
Adopt-A-Trail Segments	$250 per trail segment per Calander year

ENVIRONMENTAL SERIVCES - SEPTIC	**FEE**
SSTS New Residential Home	$300
SSTS New Residential 2+ Unit Community System	$300 per unit
SSTS System Compliance Inspection	$200
SSTS Tank Only or Tank Abandonment Certificate Compliance Inspection	$100
SSTS Winter Compliance Inspection	$250
SSTS New Trench	$300
SSTS Replacement Mound	$347
SSTS Tank Only or Additional Pretreatment	$150
Midsized SSTS Permit – Tank Only	$150
Midsized SSTS Permit up to 4,999 gpd	$500
Midsized SSTS Permit 5,000 – 9,999 gpd	$500 plus any associated county consultant or engineering review fees
Midsized SSTS System hookup (w/o individual tanks)	$50 per unit
SSTS Administrative Variance	$125**
Design Change – Redesign (after permit approval)	$50 (up to 1-hour review)
Design Change – Adjusted Site/Relocate	$100 (1 site visit & up to 1-hour review)
Expired SSTS Permit Renewal (1 year from issue date)	$100

SSTS Repair (lateral replacement, convert to holding tank)	$100
Perc Test Site Verification (requested prior to or without bldg. permit application)	$100
Operating Permit – Single Family Residential (pretreatment systems are for life of system)	$25 per year
Operating Permit – Commercial up to 4,999 gpd	$50 per year
Operating Permit Commercial 5,000 – 9,999 gpd	$100 per year plus any associated county consultant/engineering fees
Land Application site =/< 50 acres (5 year permit)	$150
Land Application site > 50 acres (5 year permit)	$250
Land Application site – permit renewal	$50
Municipal Sewer Hookup (Twp. properties)	$50
Re-inspection per trip charge	$50
Special On-site meeting/consult review or appeal with designer, perc tester, or applicant	$100
***Denotes Additional County Recorder Recording Fees*	

ENVIRONMENTAL SERVICES – SOLID WASTE	**FEE**
Construction/Demolition Land Disposal Facility License	$250
Haulers License	$250; plus $25 per registered municipal solid waste truck and $5 per recycling truck
Industrial Solid Waste Land Disposal Facility Lic.	$250
Recycling Facility License	$250
Solid Waste land Disposal Facility License	$250
Solid Waste Processing Facility License	$250
Transfer Station License	$250
Waste Tire Facility	$250
Yard Waste/Composting Facility	$250
Solid Waste / Recycle Hauler Bond	$5,000 bond per garbage truck $1,000 bond per roll-off truck $0 bond per recycle truck
Problem Materials Facility (tires, appliances, e-waste)	$25,000 bond per Recycling Facility TBD Other Facilities
Solid Waste License Investigation -greater than two site investigation inspections per license period	$50 per additional site inspection
Commercial Solid Waste & Recycling Assessment -1st site inspection/consultation -additional assessment, visits, or reports	 $0 $50 per hour

Business Household Hazardous Waste	Minimal Generators only, market rate, call for current market price list.
*Solid Waste License authorization pursuant to MN State Statue 115A.93 Licensing; Solid Waste Collection, and the Chisago County Solid Waste Ordinance Article VI Facility Requirements, Section 1.0 Facility Licenses Required	

ENVIRONMENTAL SERVICES – SHORELAND	**FEE**
Grading & Filling Permit	$125 (1 site visit/2 hours of review)
Shoreline Alteration	$125 (1 site visit/2 hours of review)
Additional site visits or office work	$50 per hour
"After the Fact" Alteration, Vegetation Removal, Grading and/or Filling Without Permit	Double the application fee (Consider Administrative Penalty of $500?)

ENVIRONMENTAL SERVICES – WETLANDS	**FEE**
Delineation Review: -with plat application less than 3 lots -with plat application of 3+ lots or other request (no specified land use request)	$200 (up to 4 hours of review) $200 if less than 1 acre (4 hours review) $360 1-10 acres (up to 7 hours review) $500 greater than 10 acres (10 hrs. review)
Exemption Determination	$200 (up to 4 hours of review time)
No-Loss Determination	$200 (up to 4 hours of review time)
Replacement Plan Review: -less than 1 acre -1-10 acres -greater than 10 acres	 $550 $1,200 $1,800
Banking Plan Development Application: -less than 10 acre -greater than 10 acres	 $50/hour $1000 (up to 20 hours of review time)
Pond Permit (within wetland/wetland alteration)	$200
Office and Field Work Beyond Scope of Standard Permit Review Time or Other wetland staff services	$50 per hour
After the Fact Wetland Replacement Plan, Exemption or No-Loss Application/Permit	Double the application fee
Appeal of a Wetlands Conservation act Decision	$500 Board of Appeals & Adjustment application/meeting fee plus hourly wetland staff services
Site-specific Creation, Banking, or Restoration monitoring	$500 per year commencing after submission of the final "as-builts" and concluding upon TEP certification (~ 3 years.)

ENVIRONMENTAL SERVICES – ZONING	FEE
Administrative Permits -General Land Use Permit (administrative permits not otherwise itemized below, other permit services as determined by the Zoning Administrator) -Special event parking / camping -Sign Permit -Public Project Gravel/Mining, Commercial Solar -After the Fact Administrative Permits	 $125 $125 w/ $25 annual renewal for same $83.50 plus $1.00 surcharge $75 $525 Double the Application Fee
Variance Application Fee -After the Fact Variance Applications	$500** Double the Application Fee
Appeal Application Fee	$500**
Conditional and Interim Use Permit Applications -Home Occupation (Major) -Minor CUP / IUP (cabinet shop, air strip, dog kennel, commercial solar, rural retail tourism, other proposals of small scale as determined by Zoning Administrator) -Major CUP / IUP (5+ unit campground, mobile home park, commercial recreation, gravel pit, communication tower, solid waste/refuse facility, pipelines transmission lines and associated towers, other projects of scale as determined by the Zoning Administrator) -After the Fact CUP/IUP Applications	 $500** $525** $1,025 plus $ ___ deposit cash escrow and renewing escrow agreement as determined by the Zoning Administrator for purposes of covering all county staff and third-party consultant costs Double the Application Fee
Zoning Changes -Rezoning Application -Zoning Text Amendment Application -Comprehensive Plan Amendment Application -Planned Unit Development/Amendment	 $525** $525** $525** $525**
Platting & Subdivision Fees -Preliminary Plat 1-3 lots -Preliminary Plat greater than 3 lots -PUD/Cluster Development Plan -Preliminary Plat Compliance Fee (no roads) -Preliminary Plat Compliance Fee (w/roads) Minor Subdivision Minor Subdivision Groundtruthing -Repeat groundtruthing and/or other site visits -Final Plat -Plat Recording Fee -Consent to Plat Fee -Park Dedication Fee	 $500 $500, plus $35 per lot $750, plus $35 per lot $150 $100 per lot $250** $100 $75 per trip and $50/hr. after first hour $500** $56 $46 $1,600 per lot
Special Meetings -Planning Commission -Board of Adjustment and Appeals	 $1,000 plus land use application fee $1,000 plus variance/appeal application fee

Zoning or Flood Plain Verification Letter/Map	$50
Lot Reconfiguration - Adjoining Lot Line Adjustment Application	$100**
Environmental Review (EAW/EIS/AUAR)	$500 plus $2500 deposit cash escrow and renewing escrow agreement covering all county staff and third-party county consultant costs
Short Term Rental License Application	$300 Annually
**Denotes Additional County Recorder Recording Fees	

ENVIRONMENTAL SERVICES – BUILDING CODE - Residential/Commercial Construction	**FEE**
Plan Review Fee	65% of Building Permit Fee
State Surcharge – applicable to all	Per MN Statute 326B.148 (0.0005 times the valuation up to $1,000,000; for projects over $1,000,000 see Statute)
Fee Schedule Extracted From 1997 UBC Fee Schedule and MN Rules 1300 / with adjusted minimum charge and hourly rate (Ref. Mn Statute 326B.153)	Fees based on building value as noted below:
$1 to $3000 (Minimum Building Permit Fee)	$83.25 (formula adjusted within 1997 formula to cover for more representative base rate/rural travel cost...minimum permit cost)
$3,001 to $25,000	$83.25 for the first $3,000 plus $14.00 for each additional $1,000 up to $25,000
$25,001 to $50,000	$391.25 for the first $25,000 plus $10.10 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$643.75 for the first $50,000 plus $7.00 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$993.75 for the first $100,000 plus $5.60 for each additional $1,000 or fraction thereof to $500,000
$500,001 to $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000 or fraction thereof to $1,000,000
$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000 or fraction thereof

Note: *Building permit value determination based on per sq. ft. measurement area multiplied by ESD construction valuation determination utilizing County Assessor Office base/basic construction type valuation data as available and updated annually at the ESD Dept.*	
Other Building Permit Fees:	
Plumbing (residential)	Minimum Value Based – see above
Mechanical (residential)	Minimum Value Based – see above
Residential Fixture or Appliance under MN Statutes 16B.665	Minimum Value Based – see above
Re-Roofing (residential)	Minimum Value Based – see above
Re-siding	Minimum Value Based – see above
Window Replacement (in existing openings)	Minimum Value Based – see above
Commercial Structures (Plumbing, Mechanical, Roofing, etc.)	Minimum Value Based – see above
Air Conditioning Installations	Minimum Value Based – see above
Gas Piping	Minimum Value Based – see above
Sign	
Demolition Single Family Residential Demolition Commercial/Multi-Residential	$500 plus materials testing (asbestos) lab fees; and refundable $5,000 performance bond *Note: Chisago City requires added separate permit/fee. $500 plus materials testing reports/data required independently by the applicant; and refundable $5,000 performance bond
Asbestos / Lead Inspections -general inspection of existing residence -Inspection associated with underpin or similar permitted project -Inspection of fire damaged, unsafe to enter, or other compromised structure	$126.50 plus materials testing lab fees $63.25 plus materials testing lab fees $63.25 if damaged/unsafe to enter and beyond ability to test; $189.75 plus materials testing lab fees if full inspection/testing is viable and demolition permit is not sought
Inspection of Existing Structure/Home being relocated within or moved to Chisago County	$275 if within 100-mile radius plus materials testing lab fees; additional mileage and $63.25/hr. charge if further
Inspection Outside of Normal Business Hours	$63.25 per hour (minimum charge 2 hours)
Re-Inspection Fee	$63.25 per hour (minimum charge one-half hour)

Additional / Special Inspections for which no fee is specifically indicated	$63.25 per hour (minimum charge one-half hour)
Additional plan review required by changes, additions or revisions to plans	$63.25 per hour (minimum charge one-half hour)
Use of outside consultants for plan checking and inspections, or both	$63.25 per hour or Actual Plan Check and Inspection Costs as billed by consultant, whichever is greater.
Construction without a Permit Investigation / Red Tag Fee	$63.25
Other General ESD Office Fees:	
Record Document Vault Search, Retrieval, Review Charge	$30.00 per hour or actual billable rate (hourly rate plus overhead) of enlisted employee, whichever is greater.

HEALTH & HUMAN SERVICES	**FEE**
Legally Licensed Family Day Care	
Child Care Licensing Inspection Fee	$50.00
Child Care Licensing Renewal Inspection Fee (2 year renewal)	$100.00
Corporate Foster Homes or Community Residential Services (CRS) Settings	
Inspection Fee Initial Licensing	$500
Inspection Fee Re-licensing (one or two year)	$500
Out of Home Placements	Sliding Fee Schedule
Detox Services	Sliding Fee Schedule
Central Minnesota Mental Health Center	Sliding Fee Schedule

HUMAN RESOURCES	**FEE**

PROBATION	**FEE**
Intensive Supervision Fee (M.S. 169A.74)	$550.00
Local Correction Fee (M.S. 244.18) Administrative Monitoring Fee	$300.00 $150.00
JTO & JPO Delinquency EJJ	$25.00 $50.00 $100.00
Domestic Abuse Investigation (M.S. 609.2244)	$75.00
Pre Trial Fees (M.S. 244.18)	$250.00

Driving with Care Cognitive Skills Program	$200.00 $200.00
Random Testing Fee (M.S. 244.18)	$75.00
UA Confirmation Fee	$50.00

PUBLIC WORKS	FEE
Right of Way Permits	
Work Completed After-the-Fact/After-the-Fact Permit	Double the Permit Fee
Utility Permits	
Surety Bond	$10,000.00
Service Off Mainline Utility	$25.00
Mainline Utility Installation, Extension, or Upgrade under 0.5 miles	$100.00
Mainline Utility Installation, Extension, or Upgrade over 0.5 miles	$200.00
New Development Sewer and Water	$300.00
Transportation Permits	
Annual Permit	$200.00
Single Trip Permit	$30.00
Access Permits	
Street Entrance – Fee	$1,200.00
Street Entrance – Surety Bond	$10,000.00
Commercial Driveway – Fee	$1,100.00
Commercial Driveway – Surety Bond	$10,000.00
Solar Access Driveway	$1,000.00
Solar Access – Surety Bond	$10,000.00
Private Driveway – Fee	$200.00
Private Driveway – Surety Bond	$1,000.00
Field Entrance – Fee	$100.00
Field Entrance – Surety Bond	$450.00
Additional Access Inspection	$50.00
Miscellaneous Permits	
Excavation/Grading	$200.00
Drainage/Tiling	$200.00
Obstruction/Structure	$100.00
Other/Development-Related	Consult Department
County Public Ditch Permits	
Permit Fee	$100.00
Special Road Use Permits	
Permit Fee	$50.00
Specific Service Sign	$500.00 per new sign or replacement

Mailbox Support – Swing Away	$100.00
County Surveyor Fees	
Hardcopy Prints 22" x 34" or Digital Copy	
Subdivision Plats, CIC Plats and Registered Land Surveys	$10.00 per Plat
County Right-of-Way Plats	$5.00 per Page
Half Section Parcel Map	$10.00 per Half Section
Hardcopy Prints 22" x 34"	
Aerial Photo	$15.00 per Half Section
Overlay-Aerial Photo with Parcel Lines	$20.00 per Half Section
Overlay-Parcel Lines with Contours	$25.00 per Half Section
Overlay-Aerial Photo, Contours and Parcel Lines	$30.00 per Half Section
Overlay-Parcel Lines, Contours and Planimetric Features	$30.00 per Half Section
Hardcopy Prints 11" x 17" or Smaller	
Aerial Photo	$5.00
Overlay-Aerial Photo with Parcel Lines	$10.00
Overlay-Parcel Lines with Contours	$10.00
Overlay-Aerial Photo, Contours and Parcel Lines	$17.00
Overlay-Parcel Lines, Contours and Planimetric Features	$17.00
Data Pricing for Orthometric Photographs	
5000' x 5000' Tile	$200.00
Data Pricing in Digital Form	
1' Contours, Planimetric Features and/or Orthometric Photos	$20.00 per Acre

RECORDER	**FEE**
Copy attested	$2.00 per document
Copy certified – Plat	$15.00
Copy certified	$10.00
Copy plain	$1.00
Copy plain – plat	$10.00
Fax/mail/email fee	$5.00
General Torrens	$20.00 per additional certificate that a document is memorialized on
Land Records reports	$25.00
Lien-Hospital	$5.00
Notary filing	$20.00
Notary – verify/certify commission	$25.00

Ordination	$20.00
Birth certificate	$26.00
Birth certificate additional	$19.00
Birth certificate non certified	$13.00
Birth verification	$9.00
Death certificate non certified	$13.00
Death certificate amendment	$40.00
Death certificate	$13.00
Death certificate additional	$6.00
Marriage certificate certified	$9.00
Marriage license amendment	$25.00
Marriage license felony	$25.00
Marriage no record found	$9.00
Marriage license fee	$115.00
Marriage license reduced fee	$40.00
Marriage license lost/destroyed	$25.00
Marriage ~~license~~ certificate non certified	$9.00
Marriage ceremony performed by Recorder	$50.00
Search	$20.00
Vital Record Report	$15.00
Abstract document recording	$46.00 plus $10 for each additional reference number over 4 on satisfactions
Abstract plat recording	$56.00
Torrens plat recording	$56.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Torrens document recording	$46.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Well certificate	$50.00
Condition of certificate	$50.00
Release mobile home tax lien recording	$30.00
Release state tax lien recording	$30.00
Federal tax lien recording	$46.00
State tax lien recording	$0
Mobile home tax lien recording	$0
Military discharge recording	$0 for veteran
Refile federal tax lien	$46.00
Refile state tax lien	$0
Withdraw federal tax lien recording	$46.00
Withdraw state tax lien recording	$0
LandShark set up fee	$50.00
250 page monthly fee	$50.00 any pages not used at the end of the month are lost

500 page monthly fee	$100.00 any pages not used at the end of the month are lost
1,000 page monthly fee	$200.00 any pages not used at the end of the month are lost
1,500 page monthly fee	$300.00 any pages not used at the end of the month are lost
2,000 page monthly fee	$400.00 any pages not used at the end of the month are lost
50 addition pages at the end of the month	$10.00 any pages not used at the end of the month are lost
One time LandShark user fee	~~$5.00~~ $7.00
Per page viewed and/or printed	25 cents
Credit card company charges additional fees for the use of a credit or debit card.	

SHERIFF	**FEE**
Contract Police Protection	~~$61.99~~61.99
Service Fee per Person (plus mileage)	$60.00
Commission on Executions	5~~4~~%
Posting of Sales	$70.00
Mortgage Foreclosure Sales	$70.00
Sheriff's Sales	~~$80.00~~70.00
Redemptions	$250.00
Evictions	$92.00
Advance Feesfor Paper Service Single Double	$70.00~~60.00~~ $80.00~~70.00~~
Fingerprints	$10.00 per card
Photos	$1.00/per photo
CD/DVD/USB of Audio/Photos/Records	$20.00 per drive
Transcript of 911 call/Non-emergency call	$25.00~~0.00~~/Hour
Gun Permit to Carry	$100.00/New $75.00/Renewal $10.00/Change of Address
Records Under 19 Pages Records 20-39 Pages Records 40-59 Pages Records 60-79 Pages Records 80-99 Pages Records 100+ Pages	$0.00 $5.00 $10.00 $15.00 $20.00 $25.00 + 2~~.50~~/Hour
Booking Fee	$25.00
Pay for Stay	$2~~0.000.00~~/day

Phone Cards	Set by vendor
Copies	$.25/page
Inmate Handbook Damage	$5.00
Inmate Wristband replacement	$5.00
Work Release ID card replacement	$5.00
STS ID card replacement	$5.00
Huber Fees: Sentence in Chisago County Chisago County Residence sentenced in another county Non-resident sentenced in another county	 $25.00/day $40.00/day $50.00/day
Inmate Medical Fees Nurse visit Medication per dose	 $5.00 $.25
Inmate Housing (From other Counties)	$65.0055.00/day

VETERANS SERVICES	FEE

DRAFT

CHISAGO COUNTY
ADMINISTRATION

VII.

Solid Waste Fee Discussion

Currently, Chisago County collects $10 from each property parcel that produces waste (homesteads, commercial, and institutions).

The waste management fee can only be used for:

- Recycling and waste reduction services
- Collection, processing, and disposal of solid waste
- Closure and post closure care of solid waste facilities
- Responses to releases from a solid waste facility or closed facility

The Fee has been as high as $40, averaged $25, and **in 2010 set at $10 per taxable property unit where it has remained** for a dozen years, which is the low end for MN Counties.

Currently, the Fee generates about $245,000 per year revenue, representing approximately 50% total revenue for the solid waste program budget.

The RECOMMENDATION: Retain the property tax line-item Solid Waste Management Fee in order to generate sustainable revenue for current and future solid waste, recycling and HHW programming; and **increase the per unit rate to a minimum $17 - $20 per taxable unit - *consistent with the 2019 FOTH Review findings*.**

Attachments:

- Chisago County Solid Waste Management Service Fee Ordinance (August 24, 1989)
- Chisago County Waste Management Fee PowerPoint)

ADOPTED AUGUST 24, 1989

CHISAGO COUNTY
SOLID WASTE MANAGEMENT
SERVICE FEE ORDINANCE

The County Board of Chisago County does Ordain:

SECTION I SERVICE CHARGE

Subsection 1. Purpose and Authority

This section is enacted pursuant to Minnesota Statute 400.08 which grants Chisago County the authority to impose reasonable charges for solid waste management and disposal. The purpose of this section is to establish a method of collection for such charges.

Subsection 2. Method of Billing and Collecting Service Charge

The charges will be billed and collected as a fee on the applicable Chisago County tax statements as determined by the rate schedule.

Subsection 3. Unpaid Charges

On or before October 15 in each year, the County Board shall certify to the County Auditor all unpaid outstanding charges and a description of the lands against which the charges arose. It shall be the duty of the County Auditor, upon order of the County Board, to extend the assessments with interest rate provided for in Minnesota Statutes Section 279.03, Subdivision 1, upon the tax rolls of the County for the taxes of the year in which the assessment is filed. For

each year ending October 15, the assessment with interest shall be carried into the tax becoming due and payable in January of the following year, and shall be enforced and collected in the manner provided for the enforcement and collection of real property taxes in accordance with the provisions of the laws of the State. The charges, if not paid, shall become delinquent and be subject to the same penalties and the same rate of interest as the taxes under the general laws of the State.

Subsection 4. Rates and Charges

The County Board, by resolution, may establish or revise the rate schedule for solid waste management services. All rates and charges shall be uniform in their application to use and service of the same character and quantity. A copy of the current rate schedule shall be kept on file in the Office of the County Auditor. If no new rate schedule for solid waste management services is adopted in any year, the rate schedule for the previous year shall remain in effect.

In establishing or revising the rate schedule, the Board may take into account all factors relevant to solid waste management and disposal. Such factors include, but are not limited to the character, kind and quality of service and of solid waste, the method of disposition, the number of people served at each place of collection, and all other factors that enter into the cost of providing service, including but

not limited to public education, recycling programs, solid waste management facilities operating and debt service cost.

Subdivision 5. Appeals

Any property owner who believes that the service charge imposed upon his property is incorrect, may appeal the charge. An appeal form may be obtained at the Office of the County Solid Waste Officer, and shall be filed within 30 days of mailing the service charge statement by the County. The County Solid Waste Officer shall, within 30 days of receipt of the appeal, review the appeal and notify the appellant by U.S. mail whether an adjustment is due and how much or whether the appeal is denied.

SECTION II SERVICE AREA

This section is enacted pursuant to Minnesota Statutes Section 400.08 which grants Chisago County the authority to establish and determine the boundaries of solid waste management service areas in the County. The boundaries of Chisago County shall constitute the boundaries of the solid waste management service area.

SECTION III EFFECTIVE DATE

This ordinance amendment shall be in full force and effect following the adoption by the County Board of Commissioners.

SOLID WASTE MANAGEMENT FEE
ASSIGN A DOLLAR AMOUNT PER UNIT FEE

DESCRIPTION	UNIT VALUE
Agricultural with dwelling (Each)	1.0
Seasonal/Recreational	1.0
Residential Homestead	1.0
Residential Non-Homestead	1.0 for up to three living units 1.0 for each additional living unit
Mobile Homes	1.0
Commercial	
up to 100,000	1.0
100,001 to 150,000	2.0
150,001 to 200,000	3.0
200,001 to 250,000	4.0
250,001 to 300,000	5.0
over 300,000	6.0
Tax Exempt	
Public/Private	
Schools/Government Bldgs.	1.0 unit per building
Institutions	1.0 unit per building
Churches	1.0
Rectories	1.0
Community Centers	1.0
Hospital/Nursing Homes	Apply commercial rates Maximum of 6

Chisago County Waste Management Fee:

Why do we need it and how much should it be?

Lisa Thibodeau, Solid Waste Administrator
Kurt Schneider, Director of Environmental Services/Zoning

April 2022

1

Counties are assigned the responsibility for Managing Waste per MN State Statute:

- **In order to protect the State's water, air & land resources, to promote public safety, health and welfare** and the productive capacity of the population.
- Solid waste must be managed according to a **hierarchy where reduce, reuse, recycle is the preferred method and landfilling the least preferable.**

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Specific Solid Waste Statutes:

Chapter 115A –Waste Management Act:

- Broad regulatory & policy framework for managing SW
- Requires Integrated Solid Waste Management system
- Follows Hierarchy (reduce, reuse, recycle, compost, waste-to-energy, landfill w/gas recovery, landfilling)
- Covers specific waste streams (battery, paint, e-waste)
- Requires Solid Waste Planning *(Chisago adopted in 2016: includes - policies, programs, services, ordinances, funding, & ECSWC coordination)*



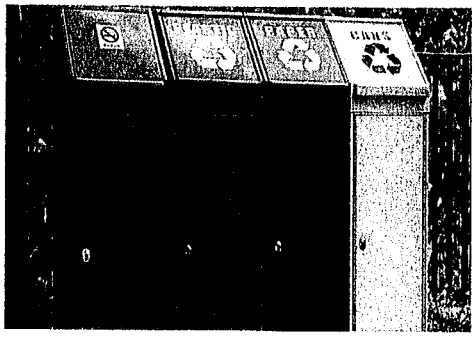
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Specific Solid Waste Statutes continued:

Chapter 400 – Greater MN County Solid Waste Management Act:

I. Gives counties authority to conduct SW Management including:
   I. recycling & waste reduction
   II. collection, processing & disposal
   III. Facility closure & post closure care
   IV. response



II. Gives counties **a tool to fund these solid waste programs:** set a fee, by ordinance, outside the County levy limit, to provide the county a means to fund programs other than through general revenue

4

Waste Management (WM) Fee Requirements:

MN Chapter 400 requires:

- An Ordinance: **Chisago County Solid Waste Management Service Fee Ordinance was approved by the County Board on August 24, 1989**
- Collected revenue must be placed in a **designated account: WM 14-Fund**
- WM Fee can **only be used for**:
  - Recycling and waste reduction services
  - Collection, processing, and disposal of solid waste
  - Closure and post closure care of solid waste facilities
  - Responses to releases from a solid waste facility or closed facility

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WM Fee – cont.

- **Assessed to properties that produce waste**: homesteads, commercial and institutions
- Currently **$10** Line item on property taxes
- **Taxed at 1 taxable property unit**: Ag with dwelling, Season/Recreational, Residential Homestead/Non-Homestead, Mobile Home, Schools/Gov/Institutions/Churches/Community Centers
- **Taxed at a range of 1-6 property units**: Commercial building; Hospitals & Nursing Homes
- The fee was originally instituted at much higher levels **($25 - $40)** to help pay off the ECSWC debt

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WM Fee is the key source of revenue for SW & HHW Programs:

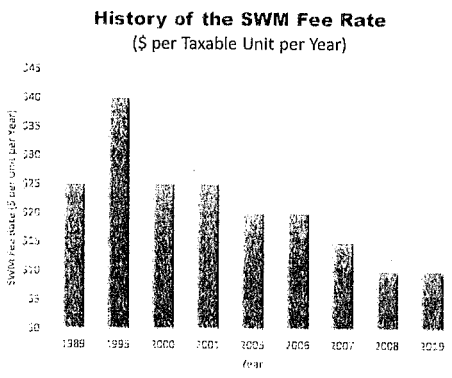
- Household Hazardous Waste operations
- Subsidize curbside recycling
- Subsidize problem materials management (tires, appliances, mattresses, electronics) to keep affordable
- Pharmaceutical collection
- Clean-up of public dumps & special site clean-ups
- Designation of a solid waste Deputy
- Help schools with food waste to hogs program
- Countywide Environmental Connections Newsletter
- SW Licensing
- Solid Waste Planning
- Solid Waste Enforcement
- Partial funding for related ESD positions *($50,000 SW Deputy, $20,000 ES Director, $12,500 Code Enforcement, $3,000 Auditor, $3,000 Treasurer)*

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Historical WM Fee:

- WM Fee is essential to pay for recycling & SW programs, HHW Facility, public education/outreach, and dump cleanup.
- The Fee has been as high as $40, averaged $25, and **in 2010 set at $10 per taxable property unit where it has remained** for a dozen years
- Fee is on low end of MN counties



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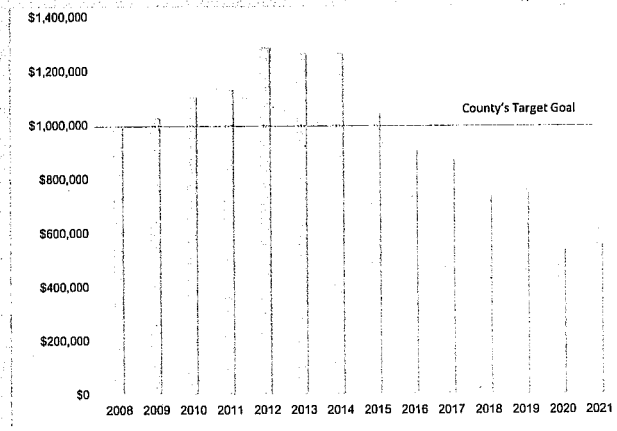
The WM Fund:

- The WM Fee *($10 line-item property tax fee)* is deposited into the WM Fund
- The WM Fund is "dedicated" and can be only used for WM activities
- General policy has been to maintain a balance of just under $1 million, has gone down over the years, now drawn down to 2021 estimate of $550,000
- SCORE & HHW budgets pull from the fund to pay for operations. If budgets go over - they pull from the fund, if funds unspent - they stay in the fund.
- Also can pay for County Board-authorized, one-time clean-up or related capital projects: **Examples -** $140,000 School Lake Dump in 2015; & $110,000 Swedish Immigrant Trail contaminated soil cleanup in 2016; and the 2022/23 HHW facility needs & grant match ($281,000)
- Fee generates about $245,000 per year revenue, representing approximately 50% total revenue for the solid waste program budget

9

9

The WM Fund Balance Over The Years:



2008 - $ 995,969
2009 - $1,026,481
2010 - $1,104,092
2011 - $1,131,168
2012 - $1,288,000
2013 - $1,267,297
2014 - $1,267,879
2015 - $1,042,966
2016 - $ 906,812
2017 - $ 872,699
2018 - $ 738,582
2019 - $ 746,650
2020 - $ 534,564
2021 - $ 558,894

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SW Program Budget Summary

County SW programs are funded through a combination of State Grants, County Fees and License Charges.

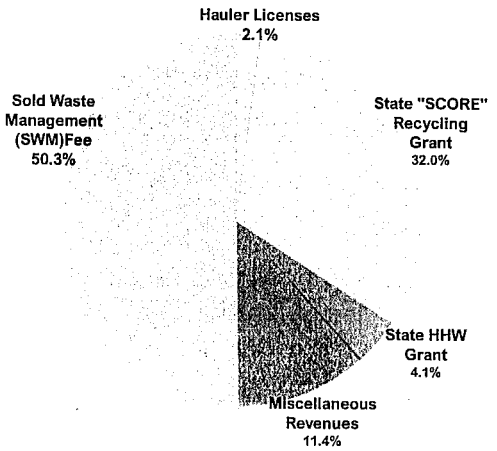
14-Fund Solid Waste Budgets:	2017	2018	2019	2020	2021	2022 Proposed	2023 Proposed
Expenses:							
SCORE #390	269,855	273,835	292,320	313,399	287,004	300,068	274,433
HHW #392	224,904	266,236	275,572	261,727	282,317	538,289	879,797
Sub-Total of Expenses	494,759	540,071	567,892	575,126	569,321	838,357	1,154,230
Revenues:							
SCORE #390	258,866	286,440	287,623	291,182	295,570	298,760	291,000
HHW #392	198,622	192,503	193,170	107197	209319	534,840	489,500
Sub-Total of Revenues	247,488	238,943	240,793	248,379	264,939	661,786	780,500
Net Difference (Expenses over Revenues)	247,271	301,128	327,099	326,747	304,382	176,571	373,730
WM Fee Added in as Budget Revenue	210,00	240,000	240,00	240,000	240,000	240,000	240,000
Operating Shortfall (to be allocated from WM Fund)	37,271	61,128	87,099	86,747	64,382	63,429	133,730

11

11

Revenue Sources

- As an example of a typical budget year, in 2019 - over 50 percent of total revenue is provided by the WM Fee.
- Under the current budget structure, the WM Fee is necessary to generate sustainable revenue for solid waste programs.



12

12

Foth Review: December 2019

In 2019, the ES/Z Dept., with Board approval, hired FOTH environmental engineering to complete a review of all County SW programs, including review of funding mechanisms. Foth made the following calculations:

Scenario	SWM Fee Rate ($ per unit)	Resulting Impact on Solid Waste Management Fund
Assume $400,000 State CAP Grant for HHW Facility Expansion in 2020:		
"Base Scenario" (Current State)	$10	Fund decreases quickly; Negative Fund balance by 2022
Increase Fee by $5	$15	Fund decreases gradually; Near zero Fund balance by 2030
Increase Fee by $7	$17	Fund increase slightly; $600K to $700K (years 2023 to 2030)
Increase Fee by $10	$20	Fund increases considerably; Over $1M by 2024 *(2026 adjusted)*, $1.7 by 2030 *(2032 adjusted).*

13

13

WM Fee Calculations:

The Fee was lowered to $10 per household in 2010, the WM Fund is being drawn down, based on the following *estimates*, the ES/Z Dept. makes the following recommendation to the County Board:

- Current US Census Population as of 4/1/20: 56,621
- Current US Census # Households: 20,242
- 2021 Parcels Assigned as1-10 Taxable Units: 22,112
- WM Fee Collected 2021: $261,877
- Average Annual Budget Shortfall (2015-2023): $74,735
- ADDITIONAL $ per household needed to fully fund budget PLUS money for future unknown SW cleanups, remediation, and capital facility needs down the road.
- **The recommendation is to adjust the per unit WM fee in a manner consistent with the 2019 FOTH environmental engineering scenario findings without delay.**

14

14

SW Management Fee Recommendation:

- In 1989, the Chisago County Board of Commissioners established this separate solid waste funding mechanism by ordinance to carry out solid waste programming through a user fee system.
- This gave the County a funding mechanism to implement many necessary & innovative programs to **meet State SW mandates**, improve the quality of life for County residents & protect local environmental resources.
- **The RECOMMENDATION:** Retain the property tax line-item Solid Waste Management Fee in order to generate sustainable revenue for current and future solid waste, recycling and HHW programming; and **increase the per unit rate to a minimum $17 - $20 per taxable unit - *consistent with the 2019 FOTH Review findings*.**

15

15

Thank you!



Thanks to the County Board for their foresight setting up **and maintaining** an Integrated Solid Waste Management System that serves the residents and businesses of Chisago County well now - and into the future!

The Chisago County Environmental Services Department

16

16

CorreTrak – Chisago County Sheriff – Jail

CorreTrak is a comprehensive jail operations application, supporting Rounds (Tours), Inmate Watches (Well-Being), Identifications, Head Counts, Program attendance, Service & Meal Deliveries and Receipts, Activity and Incident logging, and Inmate Movement and Location tracking through a high resolution, intuitive, touchscreen iOS user interface.

Why Mobile Inmate Tracking:

Mobile inmate tracking automates offender tracking using mobile devices by collecting data about all areas of your jail; security rounds, close watch observations, inmate movements, program attendance, meals acceptance/refusal, razor and item distribution, head counts and more.

Mobile solutions allow your agency to gain real-time insight into all areas of your facility, officer productivity and offender data. When you rely on manual or paper-based reporting systems (which cost you thousands of wasted productivity hours), you are consuming time documenting and researching information you may need and exposing the jail to liability in the event of a lawsuit. The data collected on a mobile system is logged at the point of occurrence, cannot be manipulated and is accessible within seconds by team members at any time.

Mobile Inmate Tracking will reduce liability, improve productivity, eliminate paper logs and increase accountability.

CCSO is proposing to utilize canteen funds to cover the startup and annual maintenance costs of this tracking platform, which will result in a zero net-cost to the County. There is also a grant opportunity through the MN Department of Health that CCSO can submit for to try and recoup a portion of the cost once approved and purchased.

Attachment(s):

- CorreTrak Quote
- CorreTrak Brochure
- 'Why CorreTrak Inmate Tracking' Document

GLOBAL
PUBLIC SAFETY & JUSTICE
CAD RMS JMS mobile

corretrak

Quote Date: 5/24/2022
Quote Expiration: 6/30/2022

Prepared For:
Chisago County Sheriff's Office
15230 Per Road, Center City, MN 55012
Captain Jonathan Gray
(651) 213-5765
jonathan.gray@chisagocountymn.gov

Prepared by:
Josh Weinstein
(860) 200-3686
jweinstein@globalsoftwarecorp.com

DESCRIPTION	QTY	UNIT COST	EXTENDED COST
CORRETRAK SOFTWARE: ADP = 50, Devices = 30			
Application and Device Software, Live Web Dashboard/Reports	1	$24,500.00	$24,500.00
ID Module	1	Included	Included
Count Module	1	$1,250.00	$1,250.00
Movement Module	1	$1,875.00	$1,875.00
Logging (Activity/Incident) Module	1	$1,875.00	$1,875.00
Programs Module	1	$1,250.00	$1,250.00
Rounds Module	1	$3,950.00	$3,950.00
Service Delivery Module	1	$1,250.00	$1,250.00
Meal Delivery Module	1	$1,250.00	$1,250.00
CORRETRAK HARDWARE			
iPod Touch, Adapter & Otter Box Case	30	$250.00	$7,500.00
Location & Rounds QR Code Placards (for physical placement)	100	$10.00	$1,000.00
Proximity Beacons	20	$40.00	$800.00
Shipping & Handling	1	$75.00	$75.00
PROFESSIONAL SERVICES			
Implementation & On-Site Training (3 days)	1	$8,700.00	$8,700.00
CORRETRAK INTERFACE			
Inmate Data Import from ProPhoenix JMS	1	$4,320.00	$4,320.00
SUPPORT			
1st Year 24x7 Maintenance	1	$4,636.00	$4,636.00
Device Discount (2 for 1)			**($3,750.00)**
Total Year 1 Cost			**$60,481.00**

2nd Year 24x7 Maintenance Option			$8,850.00

*Compatible with iOS devices.
*Customer can use County issued iPhones.
**MDM can be provided by customer's IT

Multi-Year Payment Option w/ 2 Years of Maintenance	AMOUNT
HW/SVS (Due at Signing):	
2nd Payment (Due at Go-Live):	
Final Payment (Due 1 Year from Go-Live):	

Dynamic Imaging Systems, Inc

ure

Name

Title

Date

Customer:

Signature

Name

Title

Date

1. This Quotation incorporates by reference the following document(s) between Dynamic Imaging Systems, Inc, a Division of N. Harris Computer Corporation, (herein referred to as 'Dynamic Imaging Systems, Inc') and Customer: 1) Master Purchase, License & Services Agreement; 2) Software Maintenance; and/or 3) Statement of Work, as applicable.
2. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
3. Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by Global and/or the Customer to execute this Quotation on Dynamic Imaging's and/or the Customer's behalf.
4. Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

The CorreTrak System includes a one (1) year Standard Warranty on hardware from date of delivery; software updates for one (1) year, and technical support via telephone 9:00am - 6:00 pm EST Monday - Friday.

Maintenance Options:
Standard Maintenance: (9am – 6pm, Monday through Friday)
Extended Maintenance: (9am – 9pm, Sunday through Saturday)
24x7 Maintenance: (7 days per week, 24 hours per day, 365 days per year)

corretrak

making **corrections** *mobile*

Applications

Designed for the specialized needs of jails and correctional agencies, **CorreTrak** mobile app includes a suite of modules that enable facilities to streamline day-to-day operations and improve compliance. More than a basic inmate tracking system, **CorreTrak** is a comprehensive jail operations application, supporting Rounds (Tours), Inmate Watches (Well-Being), Identifications, Head Counts, Program attendance, Service & Meal Deliveries and Receipts, Activity and Incident logging, and Inmate Movement and Location tracking through a high resolution, intuitive, touchscreen iOS user interface.

Compliance

CorreTrak permanently stores a digital transaction log of every operation an officer performs in the system. Data can be queried by scan date, scan time, booking number, jail location, device name and officer ID to help build sophisticated reports required for facility compliance and auditing obligations. **CorreTrak** supports Active Directory or application accounts, helping agencies build stronger accountability for mandatory facility processes, like, head counts, rounds, inmate checks, and meal deliveries and refusals.

Integration

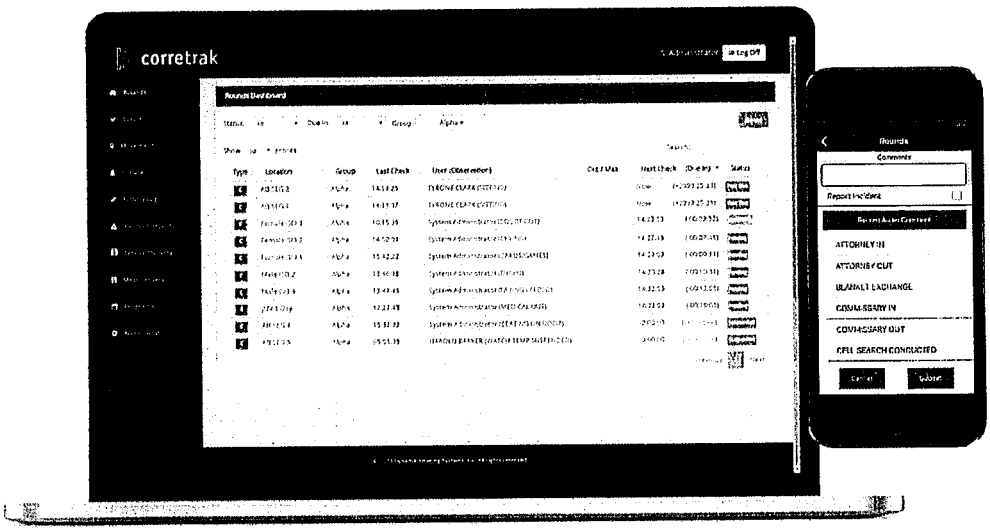
CorreTrak is designed to integrate with your Jail Management System by synchronizing inmate information and photos, permanent housing assignments, current locations, meal designations, inmate alerts, facility locations and more. All data captured in the **CorreTrak** mobile app is synchronized between the **CorreTrak** server and the agency jail system, extending mobility and tight integration with the jail system.

Synchronization

Many mobile jail devices are unable to transmit data until they are physically docked to a PC, which can cause delays in receiving critical, accurate data. **CorreTrak** is engineered for speed and simplicity by automatically synchronizing device transactions whenever a wireless connection is available. Synchronization occurs in the background and is transparent to the user, allowing officers to continue, unimpeded, with their operations. The **CorreTrak** devices store synchronized data, such as, active inmates, locations, movements in progress, so that inmate data can be displayed and jail transactions can be performed even while off-line. Synchronization safely resumes in the background when connectivity is restored.

Live Dashboard

CorreTrak transactions can be viewed in a real-time dashboard making it easy for supervisors to monitor operations, like Rounds and Inmate Checks, for accuracy, timeliness, and compliance.



System Features

- Intuitive, touch-enabled app for cost-effective iOS devices
- Transmits data over Ethernet or Wi-Fi (cellular not required)
- Real-time web dashboards
- Easily integrates with your Jail Management System
- Works offline when connectivity is unavailable
- Optical QR code scanning with optional electronic beacon authentication

App Features

- Instantly record security checks and inmate observations
- Initiate and record inmate movements and locations
- Perform accurate inmate counts
- Log post activities and incidents. Optionally, attach images and video
- Record inmate meals and deliveries and track receipts; capture signatures and document refusals
- Scan or search to view inmate data, like, photo, name, housing, status, alerts
- Record and monitor inmate attendance in programs and activities



DYNAMIC IMAGING
1000 Atrium Way • Suite 203 • Mt. Laurel, NJ 08054 • (856) 988-1545 • www.dynamicimaging.com • sales@dynamicimaging.com

Simple Deployment & Management

CorreTrak is easily managed through the CorreTrak Administration user interface and the integrated *Deployment Manager* application. Administrators can monitor system events, JMS interface entries, user privileges, and configure both system and mobile app settings, remotely, from a single console, reducing the time spent on managing local settings and minimizing system disruption.

Detailed transaction logs for auditing, reports and support for custom plug-ins are available to further extend the system to meet an agency's unique needs.

Applications

Rounds
Record facility Rounds (security tours) by scanning barcode tags mounted on cell block walls, inmate cells, and other important locations around the facility. Combine tags with BLE beacons for increased authenticity. Transactions are synchronized in real-time, displayed on the web dashboard and can also be transmitted to the agency Jail Management System.

Movement
Initiate inmate movements, perform inmate keep-separate/enemy checks, and record inmate locations throughout your facility. Achieve accurate accounting of inmate locations and counts at all times.

Service Delivery
Record the delivery of items to inmates and track receipts. Capture delivery acceptance signatures directly on the device and document refusals. Configure the system for commissary, mail, books, razors, etc. View and track outstanding items that haven't been returned.

Identification
Identify inmates using their wristband or ID card barcode. View inmate profiles containing their mugshot photo, booking information, and critical alerts.

Hardware

CorreTrak supports a variety of Apple (iOS) devices for data collection through optical barcode scanning.

- High definition, intuitive touch screen
- High speed optical barcode scanning (no separate attachment necessary)
- Built in 802.11a/b/g/n/ac Wi-Fi
- Cost-effective, familiar devices
- Protective cases for added durability

Cell Check
Record observed activities or demeanor while performing inmate checks (Well-Being / Close Observation). Record data for single or multi-occupant cells. Provide additional comments when necessary. Generate reports to ensure accuracy in accountability and compliance reporting.

Head Count
Perform head counts using inmate barcodes or manually enter a numeric count directly on the device screen. Counts are stored locally until synchronized with the CorreTrak server.

Meal Delivery
Record and track inmate meal delivery to maintain accurate meal distribution. Ensure inmates are fed once per cycle, eliminating extra, unauthorized meal distributions. Record refusals and reasons and display inmate special diets during meal distribution.

Programs
Record inmate program and class attendance using inmate barcodes or manual selection. View and manage attendees directly on the mobile app, recording length of attendance, used for important reporting requirements.

Activity & Incident Log
Record facility/post log entries and track activities occurring throughout the facility, removing paper log books. Create Incident entries and attach photos and video to provide increased documentation.

Specs & System Features

- **Runs on Apple iPod Touch, iPad, and iPhone devices**
- **Supports Ethernet or Wi-Fi 802.11 a/b/g/n/ac protocols**
- **Powered with Microsoft.Net, SQL Server, and Windows Server platforms**
- **Popular, industry-standard, cost-effective devices with protective covering for additional durability**
- **User authentication through application accounts or integration with Windows Active Directory**
- **Secure devices using centralized mobile device management software (internet access required)**

May 20th, 2022

Captain Jonathan Gray
Chisago County Sheriff's Office
15230 Per Road
Center City, MN 55012

Why Mobile Inmate Tracking:

- *Mobile inmate tracking automates offender tracking using mobile devices by collecting data about all areas of your jail; security rounds, close watch observations, inmate movements, program attendance, meals acceptance/refusal, razor and item distribution, head counts and more.*

- *Mobile solutions allow your agency to gain real-time insight into all areas of your facility, officer productivity and offender data. When you rely on manual or paper-based reporting systems (which cost you thousands of wasted productivity hours), you are consuming time documenting and researching information you may need and exposing the jail to liability in the event of a lawsuit. The data collected on a mobile system is logged at the point of occurrence, cannot be manipulated and is accessible within seconds by team members at any time.*

- *Mobile Inmate Tracking will reduce liability, improve productivity, eliminate paper logs and increase accountability.*

Relating to COVID:

- *CorreTrak Mobile tracks inmate location, movements, who they visit, and has contact with in the facility.*

- *CorreTrak will provide date and timeline documentation to assist in contact tracing should an inmate test positive for COVID.*

- *With CorreTrak, you can also log when inmates receive COVID testing along with results.*

- *Reports are readily available to provide statistics and status to any outside agency in need of information related to managing a COVID event.*

Josh Weinstein
Global Public Safety
825 N Broadway
STE. 400 OKC, OK 73102

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 18
Title of Item for Consideration: 2022 State of Minnesota Boat and Water Safety Grant	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	

Background: This is the 2022 State of Minnesota Annual County Boat and Water Safety Grant for $13,984. The grant funds must be used by the County Sheriff for boat and water safety.

Attachment(s):

- 2022 State of MN Annual County Boat and Water Safety Grant Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2022 State of Minnesota Boat and Water Safety Grant. The following motion is suggested:

"Move to approve the 2022 State of Minnesota Annual County Boat and Water Safety Grant."

Implications of Action: Approving this annual State Grant will provide the Sheriff's Office an additional $13,984.00 to be used for equipment, supplies, and wages.

Budget/Financial Implications: The grant provides for $13,984.00 paid back to the County for approved expenditures.

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

Administrator's Recommendation

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

DEPARTMENT OF NATURAL RESOURCES

2022 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract# 212719 **PO#** 3-210061

State Accounting Information:

Dept. ID	PC Bus. Unit	Fiscal Year	Source Type	Vendor Number
R29	R2901	2022	State	0000197284-001

Total Amount	Project ID	Billing Location	UEI
$13984	R29G70CGBLA19	R297000221	GVHPL2BDV794

Accounting Distribution:

Fund	Fin. Dept. ID	Appropriation ID	Category	Account	Activity
2100	R2937714	R297400	84101501	441302	A4CG002

Grant Begin Date	Grant End Date
January 1, 2022	June 30, 2023

Grantee Name and Address:
Chisago County Sheriff's Office
313 N. Main St. #100
Center City, MN 55012

Payment Address:
(where DNR sends the check)
Chisago Co. Treasurer
313 N. Main St. #274
Center City, MN 55012

2022 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012, (GVHPL2BDV794) ("Grantee"). The payment address for this grant contract agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date***: January 1, 2022 or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2022 grant expenditures incurred back to effective date. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.

1.2 ***Expiration date:*** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.

1.3 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management polies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

4.1 ***Consideration***. The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) ***Compensation.*** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Thirteen thousand nine hundred eighty-four dollars ($13,984).

(b) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Thirteen thousand nine hundred eighty-four dollars ($13,984).

(c) *Match: Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

4.2 ***Payment***

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit **one** invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 ***Contracting and Bidding Requirements***

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

(c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Brandon Thyen, Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

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

7.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

If the grantee expends $750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is $750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property

10.1 ***Government Data Practices.*** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 ***Publicity.*** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Endorsement.*** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 ***Termination by the State.*** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Cause.*** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 ***Termination for Insufficient Funding.*** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

17 **Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Pa prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

(e) Any other applicable non-discrimination law(s).

18 **Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 **Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (*c*), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

_____A. State Boat Grant Contract Agreement
_____B. Exhibit A
_____C. Exhibit B
_____D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: Tara Rose Digitally signed by Tara Rose Date: 2022.05.31 12:51:12 -05'00'

SWIFT Contract # 212719

Purchase Order # 3-210061

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

2. GRANTEE:
The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

Distribution:
1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: _____

Title: _____

Date: _____

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 19
Title of Item for Consideration: 2022-2027 Citizen Review Panel Contract	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approved CRP micro grants from 2015-2022.	

Background: Chisago County Health and Human Services shall cover expenses for the Chisago County Citizen Review Panel and use this micro-grant funding for reimbursement.

This panel is mandated by federal requirement and state statute and monitors the County and state child protection system. Expenses to be covered include expenses related to member meeting attendance such as transportation, childcare, etc. It can provide a stipend to panel members for meeting attendance. It also covers panel member training and conference attendance, and expenses related to research projects such as copies, website access, materials for distribution, research materials, postage, etc.

Attachment(s):

- CRP contract 2022-2027 Chisago

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County Citizen Review Panel contract. The suggested motion is as follows;

"Move to approve the County Citizen Review Panel Contract for 2022 - 2027."

Implications of Action: The County will be able to screen new panel members, monitor attendance of panel meetings, support panel activities, monitor annual reporting, expense reporting, monitor the contract tasks, and ensure Laws and procedures are being followed and compliance is being met.

Budget/Financial Implications: This contract will be funded by the State Minnesota Department of Human Services for $25,000.00.

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

Administrator's Recommendation

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

DEPARTMENT OF HUMAN SERVICES

Minnesota Department of Human Services County Grant Contract

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

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: **support and coordination of a CAPTA Citizen Review Panel.**

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY. COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

1.2. Expiration date. This CONTRACT is valid through **June 30, 2027**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

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

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

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform the following duties:

a. **New member screening.** Ensure all community panel members submit to a computerized general criminal history system background check and predatory offender registry check with no findings of prohibited conduct prior to participating in panel activities.
b. **Panel meetings.** Ensure scheduling of and county staff attendance at regular panel meetings to occur at a minimum of once every three months.
c. **Panel activities.** Actively support panel activities, e.g., projects, events, outreach, education, recruitment, etc.
d. **Annual report.** Ensure timely submission of annual reports to the STATE by January 31 of each year of this contract for the preceding calendar year, summarizing panel activities and recommendations.
e. **Expense reporting.** Complete timely and accurate expense reporting each state fiscal quarter (even if the amount is $0.00) and reimbursement requests in the STATE's Electronic Grants Management System, in accordance with the invoice schedule in Clause 3.2 and in accordance with STATE operating procedures governing Citizen Review Panels.
f. **Laws and procedures.** Comply with STATE operating procedures governing Citizen Review Panels and all applicable state statutes and federal law.
g. **Contract monitoring.** Complete contract monitoring tasks, such as annual contract performance assessment, as requested by the STATE, by May 31 of each year of this contract.

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

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

b. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **five-thousand dollars ($5,000) per state fiscal year for a contract total of up to twenty-five thousand dollars ($25,000).**

c. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

For service period:	Invoice due by:
July 1-September 30	October 15
October 1-December 31	January 15
January 1-March 31	April 15
April 1-June 30	July 15

b. **Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. ***Pass-through requirements.*** COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the Health and Human Services Grants

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

Policy Statement,[2] Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

2. *COUNTY's Name*: **Chisago County Health & Human Services** (Must match the name associated with the DUNS number.)

3. *COUNTY's Data Universal Numbering System (DUNS) number*: **103919879.** The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match COUNTY's name.

4. *Federal Award Identification Number (FAIN)*: **2101MNNCC6**

5. *Federal Award Date*: **April 29, 2021** (The date of the award to the MN Dept. of Human Services.)

6. *Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**

7. *Amount of federal funds*:
   A. Total Amount Awarded to DHS for this project: **$100,000**
   B. Total Amount Awarded by DHS for this project to COUNTY named above: **$25,000**

8. *Federal Award Project description:* **Section 5106a (c) of the Child Abuse Prevention and Treatment Act of 1986, as amended by 42 U.S.C. 2017 Edition**

9. *Name*:
   A. Federal Awarding Agency: **Administration for Children & Families**
   B. MN Dept. of Human Services (DHS)
   C. Contact information of DHS's awarding official: **Deborah Bell, (202) 401-4611**

10. *CFDA Number & Name*: Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **93.669**

11. Is this federal award related to research and development?: ☐ Yes ☒ No

12. Indirect Cost Rate for this federal award is: **10%** including if the *de minimis* rate is charged.

13. Closeout terms and conditions for this federal award: GRANTEE shall close-out its use of funds under this CONTRACT by complying with the closeout procedures in 2 C.F.R. § 200.343. GRANTEE's obligations to STATE shall not end until all close-out requirements are completed, which include, but are not limited to:
    A. Submitting all financial, performance, and other reports and liquidating all obligations incurred under the CONTRACT no later than 90 calendar days after the end of the CONTRACT;
    B. Promptly refunding any balances of unobligated cash that STATE paid and that are not authorized to be retained for use in other projects;
    C. Accounting for any real and personal property acquired with federal funds or received

[2] https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf
[3] https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf

from the federal government in accordance with 2 C.F.R. §§ 200.310 - 200.316 and § 200.329.

4. CONDITIONS OF PAYMENT.

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

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

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

5. PAYMENT RECOUPMENT.

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

a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;

b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);

d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY's Duties; and/or

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by

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

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Sarah Bello** or successor. Phone and email: **651-431-4704, sarah.e.bello@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Robert Benson** or successor. Phone and email: **robert.benson@chisagocountymn.gov**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by

any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

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

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright

protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

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

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall

have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

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

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

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

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

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

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

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

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

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

16.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

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

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

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

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By:_____

Date:_____

Contract No:_____

2. **COUNTY**

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By:_____

Title:_____

Date:_____

3. **STATE AGENCY**

By (with delegated authority):_____

Title:_____

Date:_____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 20
Title of Item for Consideration: Emergency Foster Care Contract with Leah Killian-Smith and Jonah Smith	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent-child conflict.

***Attachment(s)*:**

- Contract between Chisago County and Leah Killian-Smith and Jonah Smith
- Emergency Foster care description, Attachment A

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the emergency shelter foster care contract with Leah Killian-Smith and Jonah Smith for one year (August 1, 2022 through July 31, 2023). the suggested motion is as follows:

"Move to approve the emergency shelter foster care contract between Chisago County and Leah Killian-Smith and Jonah Smith"

Implications of Action: Board approval at tonight's meeting will authorize the County to provide emergency shelter foster care for children in crisis.

Budget/Financial Implications: The Financial implications are budgeted from levy dollars.

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

Administrator's Recommendation

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

CONTRACT BETWEEN
CHISAGO COUNTY AND LEAH KILLIAN-SMITH and JONAH SMITH

THIS AGREEMENT is made and entered into by and between the, County of Chisago, by and through Chisago County Health and Human Services, 313 North Main St., Center City, MN 55012 (hereinafter referred to as County) and Lean Killian-Smith and Jonah Smith 8186 257th ST Chisago City, MN 55013(hereinafter referred to as Provider).

WHEREAS, the Provider warrants that they are appropriately qualified and trained in emergency foster care services; and

WHEREAS, the County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to purchase the services of Provider to provide emergency foster care services as defined in Minnesota Statutes, Rules and County Policy; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the County, and the Provider agree as follows:

1.) **Term of Agreement**
The Provider agrees to furnish services to the benefit of the County commencing effective **August 1st 2022 through July 31st, 2023** as scheduled on a monthly rotation, irrespective of the date of signatures/execution below.

2.) **Services**
The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

The Provider will provide emergency foster care services in accordance with Attachment A titled "Emergency Foster Care Program Description."

3.) **Cost of the Agreement**
The provider will be paid twenty dollars ($20.20) per day or partial day that the emergency foster care program services are provided. The provider will be paid an additional ten dollars ($10.10) per day for county recognized holidays/ days the government center is closed as identified at https://mn-chisagocounty.civicplus.com/733/Observed-Holidays. When a child foster placement occurs, a daily payment will be determined and made in accordance with the child's age and needs in accordance with foster care policy.

4.) **Payment for Services**
The Provider shall submit invoices to the County for services rendered pursuant to this Contract, within 5 days following the end of the month in which services were rendered. The invoicing shall be submitted on Attachment B titled "Voucher / Invoice." Payment for services shall be made directly to the Provider within 45 days of submission of the said invoice.

5.) **Indemnification and Insurance**
The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

The Provider is a licensed foster care provider by Department of Human Services and has insurance coverage with the Minnesota Joint Underwriting Association.

6.) **Compliance with Laws/Standards**
The Provider shall maintain in good standing with the current foster care license and training necessary to provide the services contemplated and set forth herein.

The Provider shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject mater thereof for which the Provider is responsible.

7.) **Independent Contractor**
The Provider is an independent contractor and neither the position nor the work of the Provider shall cause the Provider to be construed as an employee in any way.

The Provider acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.

The Provider also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the Provider's sole obligation to comply with the applicable provision of all Federal and State laws.

After Hours Chisago County Social Worker
651 235-1355

County Contact
Mary Welty, Child Foster Care Licensing Worker
651 213-5660

County Contact
Joshua Huizar, Fiscal Operations Representative
651 213-5632

8.) **Data Practices**
All data collected, created, received, maintained, or disseminated for any purposes by the activities of Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

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

9.) **Merger and Modification**
It is understood and agreed that the entire agreement between the parties is contained herein, except that any agreement between the Provider and the State/County to provide child foster care services shall continue and remain and that this Contract shall complement that agreement, if any. The written agreements all supersede all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

10.) **Default and Cancellation**
If the Provider fails to perform any of the provisions of the Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Provider's default is excused, the County, through the County, may, upon written notice, immediately cancel this Contract in its entirety.

This Contract may be cancelled with or without cause by either party upon fifteen (15) days written notice.

11.) **Nondiscrimination**
During the performance of this Agreement, the Provider agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination tinder any and all applicable federal state laws against discrimination.

_____ Date:_____
Ben Montzka
Chair, County Board of Commissioners

_____ Date:_____
Christina Vollrath
Clerk of Board

_____ Date:_____
Leah Killian-Smith
Provider

_____ Date:_____
Jonah Killian-Smith
Provider

_____ Date:_____
Robert Benson, Director
Chisago County Health and Human Services

Reviewed as to Form:

_____ Date:_____
Janet Reiter
Chisago County Attorney

Attachment A
Emergency Foster Care Program Description

The Agency Shall:

1. The Provider shall be able to access the assistance of on-call Agency staff after office hours, holidays and weekends.

2. The Agency will provide the Provider with the Information and Referral form about each child within 5 working days, the Out of Home Placement Plan within 30 days, and legal notification as required by rule.

3. The Agency will keep the Provider informed regarding the development of plans for the child in placement and will give the Provider notice when a child is going to be removed from their home. The length of this notice is determined case by case.

4. The location of the child's placement is provided to the child's family, unless unique circumstances exist in accordance with state law. This law precludes the release of such information or authorizes the withholding of such information. State law requires the parents have the right to information about the location of their child, unless the release of placement location would place the child's health or welfare in danger. The county agrees to discuss the release of said information with the provider prior to such action. However, the release or withholding of this information is entirely at the discretion of the County and the provider shall abide by the decision for the county.

5. Arrange visitation with the child's parents. The Foster Provider will be notified of the time, location, and frequency of visits.

6. Provide a cell phone, if requested.

7. Coordinate the on-call schedule.

The Foster Provider Shall:

1. Be available for emergency placement between 4:30 PM to 8 AM weekdays, 4:30 PM Friday to 8 AM Mondays, and Holidays, while on coverage. Providers shall be available by cell phone.

2. Commit to allowing a child placed in your home until the child can return home or is placed in another designated placement.

3. Agree to accept a placement unless in consultation with the Agency it was agreed to be a reasonable cause for declining a placement.

4. Work with the case manager to implement school plans and service plans. For short-term placements, transfer from other school districts will usually not be made. If requested, the provider will enroll the child in the local school, or make bus arrangements for an education program. Within reasonable limits, and in consultation with the licensing worker, the Provider will transport children to a school district out of the foster parents' local area.

5. Agree with the on-call schedule. The Provider will agree to a rotating coverage schedule. The schedule will be coordinated by the Chisago County Social Worker. The frequency and duration of on-call will depend on the number of homes providing Emergency Shelter Care. The schedule will be made with consideration of the needs of each Provider and the need of the County to have a home available.

6. Attend SIDS, Shaken Baby Syndrome and Child Restraint Safety Training if the provider has not completed these trainings in the previous 5 years. Also attend child CPR and First Aid training upon request of licensor.

7. Meet and maintain licensing requirements in cooperation with the agency.

8. Accept placements only from Chisago County personnel.

9. Foster children are not to share same bed unless approved by worker. Boys and girls are to sleep on separate rooms with monitoring devices if on the same level of the home. Infants/preschoolers are the exception to this.

10. Have necessary equipment for child available i.e. crib, playpen, car seat, diapers, lice shampoo and formula. Agency could possibly assist with additional equipment needed in an emergency placement of sibling groups.

11. Chisago County will provide cell phones for emergency foster families that do not have one available. Families will be responsible for replacement/repair of cell phone if lost and/or damaged.

12. Respond to cell phone within 15 minutes and be within 30 minutes arrival time from the home. Arrangements for placement will be made between worker and foster parent or approved substitute care provider.

13. Providers need to accept referrals when on call. If there is an unusual circumstance, issues will be discussed with placing worker and problem-solved as needed.

14. Providers will obligate themselves for a minimum of 2 months per contract year while scheduled for the on-call rotation. The provider's shift will commence at Midnight on the 1st of the calendar month and end at Midnight on the last day of the month. However, it is possible that a child will need to remain in the shelter home past the time the provider is actually on call.

15. Provider shall attend periodic meetings and required specialized training upon request.

16. For providers with a dual-license (foster care and child care), it will be necessary to have a written protection plan, explaining how they are able to provide adequate supervision for children in their child care setting and also care for emergency shelter care placements. This will need to be in written form and will be placed in the foster care file and childcare file.

17. When the scheduled provider has reached capacity, he/she will contact the CFC Licensing Social Worker. The CFC Licensing Social Worker will request an alternate provider to

assume responsibilities of the emergency foster care services and notify the after hours staff of this change.

If the scheduled provider reaches capacity, and the CFC Licensing Social Worker is not available (evenings and weekends); he/she will contact the After Hours staff to have the emergency shelter responsibilities reassigned to an alternate emergency foster care provider.

Payment:

1. The Provider will receive $20.20 per day ($30.30 per day on holidays and days that the government center is closed) to provide emergency shelter care. A day is defined as a 24 hour period commencing at Midnight. The provider will submit a Voucher/Invoice form to receive this payment. In the event that the scheduled provider is unable to accommodate emergency placements for any reason, alternate provider will be paid the shelter rate beginning the day he/she takes responsibility for the emergency foster care services.

2. When placement occurs, the provider will receive a daily payment amount for the first 30 days based on the Northstar Care for Children basic daily rate for the age of the child plus Level D for the supplemental difficulty of care daily rate. After 30 days, the child's social worker will complete a Minnesota Assessment of Parenting for Children and Youth (MAPCY) with the Provider's input and the rate will be adjusted according to the outcome of the assessment.

The daily payment per child includes costs incurred by the provider for food, entertainment, incidentals, normal wear and tear, customary transportation and hygiene products. If a child comes into emergency placement on a Friday night or during the weekend/Holiday and he/she does not have any clothing except what they are wearing, you are authorized to be reimbursed for clothing purchases for up to $25 per child without getting prior authorization. All other clothing expenditures above $25 need prior approval by the child's case manager if you desire reimbursement from the Agency. The child's parents are billed for all clothing expenses by the Agency.

The Provider will submit a monthly Voucher/Invoice form for each child in care by the 5th of the following month. The agency will make payment to providers within 45 days of receipt of the Voucher/Invoice.

Termination of Agreement:

This Agreement may be canceled at anytime by either party, with or without cause, upon 15 days written notice.

The Agency may immediately terminate the agreement if Chisago County Human Services determines that the provider has violated the terms or conditions of this agreement or has endangered or is likely to endanger the health, safety or welfare of any client. No payments shall be made for the period during which services are suspended, unless otherwise determined by the county.

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 21
Title of Item for Consideration: Hazelden Scholarship LOA 2022-2023	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: Approval of Letter of Agreement with Hazelden for continuing education dated 7/1/21 through 6/30/22.	
Background: The Hazelden Betty Ford Graduate School of Addiction Studies has provided scholarships and continuing education to Chisago County Health & Human Services employees for many years in order to contribute to the County's capacity to provide clinical services to individuals, families and communities impacted by addiction. ***Attachment(s):*** • Hazelden Scholarship LOA 2022-2023	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Hazelden Scholarship LOA 2022-2023. The suggested motion is as follows: ***"Move to approve Hazelden Scholarship LOA 2022-2023."***	
Implications of Action: Acceptance of this scholarship and continuing education events at the Hazelden Betty Ford Graduate School will increase the capacity of Chisago County Health & Human Services to serve Chisago County residents affected by addiction. ***Budget/Financial Implications***: This agreement is funded by Hazelden Foundation dollars. ***Legal/Policy Implications***: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

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

Letter of Agreement between
Chisago County and
The Hazelden Betty Ford Graduate School of Addiction Studies.

This document constitutes a Letter of Agreement ("LOA") between the Hazelden Betty Ford Graduate School of Addiction Studies, 15251 Pleasant Valley Rd, Center City, Minnesota (hereinafter Hazelden Betty Ford) and County of Chisago, located at 313 North Main Street, Center City, Minnesota, (hereinafter the "County") for and on behalf of Chisago County Health and Human Services, 313 North Main Street, Rm 239, Center City, MN 55012 (hereinafter "County"), together referred to as "the Parties."

This LOA identifies the intent of the Parties as it relates to educational opportunities provided by Hazelden Betty Ford to County employees.

Term: This Letter of Agreement ("LOA") is effective July 1, 2022 through June 30, 2023. Either party may terminate this LOA with 30 days prior written notice to the contact person identified herein.

Determination to Proceed: It is acknowledged and understood by the Parties that Hazelden Betty Ford will make available educational opportunities to Chisago County employees to include:

Professional Education: One (1) annual scholarship covering tuition and fees for a county Health and Human Services employee for one of the following educational opportunities:

Master of Arts in Addiction Counseling – Advanced Practice
Master of Arts in Addiction Studies– Advanced Practice: Integrated
Recovery for Co-Occurring Disorders (*offered online*)
Master of Art in Addiction Counseling

Continuing Education for Professionals: Access to six (6) continuing education events at the school for county Health and Human Services employees or other county employees serving the public in areas related to addiction, recovery, mental health and treatment, for a total of 30 employees (up to five (5) employees per training event).

Hazelden Betty Ford will provide the following:

1. Notification of the Professional Education enrollment period, timely description of the course work and identification of the time commitment required of the employee to successfully complete the coursework.
2. Notification of the Continuing Education opportunities, the identified subjects and anticipated interested persons who may attend the specific training event(s).
3. Tuition-free education (not including books, materials and other incidental costs) associated with the Professional Education.

Chisago County will provide the following:

1. Cooperation between Chisago County and Hazelden Betty Ford to identify persons to take part in the educational opportunities for either the Professional Education and/or the Continuing education for professional.

2. Comply with policies, procedures and confidentiality requirements set forth by Hazelden Betty Ford.

3. Adhere to data practices, copyright law and intellectual property laws and regulations as it relates to any data, information or materials made available to employees taking part in the educational opportunities.

REMUNERATION: The Parties agree that there will be no charge(s), cost incurred, or ongoing exchange of funds by and between the Parties as it relates to activities associated with coordination of educational opportunities for Chisago County employees.

INDEMNIFICATION:
The Parties agree to defend, indemnify, and hold harmless the other Party, its officers, employees and agents against any and all claims arising out of alleged acts or omissions of employees, agents or assigns, of the other during the performance of responsibilities or related to activities of this Letter of Agreement.

RELATIONSHIP:
Nothing in this Letter of Agreement shall create an employment or contractor relationship between Chisago County and Hazelden Betty Ford. Hazelden Betty Ford personnel, including agents, employees, faculty, speakers or guests will not assume supervisory roles over any County employee taking part in the educational opportunities. Likewise, no Chisago County employee, by way of participation in the educational opportunities will assume a supervisory role over any Hazelden Betty Ford personnel, volunteers or clients.

Notice under this LOA and the contact person for each of the Partners is as follows:

Hazelden Betty Ford: Kevin Doyle, Ed. D.,
President and CEO
Phone: 651-213-4678
e-mail: KDoyle@hazeldenbettyford.edu

County: Robert Benson, Director
Chisago County Health and HumanServices
Phone: 651 213-5664
e-mail: Robert.Benson@chisagocounty.us

The Parties intend to work cooperatively to address any disputes stemming from this Letter of Agreement and to carry out the spirit and intent to provide resources to professionals in Chisago County.

This agreement was reviewed and authorized by:

COUNTY:
By: _____ dated: _____
Chair – Chris DuBose
Chisago County Board of Commissioners

Attest: _____ dated: _____
Christina Vollrath
Clerk to the Board

By: _____ dated: _____
Robert Benson,
Director of Chisago County Health & Human Services

Reviewed as to form:

By: _____ dated: _____
Janet Reiter, County Attorney

Hazelden Betty Ford

STATE OF MINNESOTA)
) SS.
COUNTY OF CHISAGO)

By: _____
(signature)
Title: President and CEO
Date: _____

I, Kevin Doyle (individual's name) the President and CEO (title) of Hazelden Betty Ford Graduate School of Addiction Studies (company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization, intending this LOA to be the goal and objective of the entity. I attest the above is true and correct, to the best of my knowledge and understanding under penalty of perjury.

Sworn before me this ___ day of _____, 2021

_____
Notary Public

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 22
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to CT	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
Background: : Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of $980.00 for July 11 – July 12, 2022, and $980.00 for August 31 – September 1, 2022 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client from July 11 – July 12th, 2022, and August 31st – September 1st . These dates allow the Social worker to visit the client. ***Attachment(s)*:** • Out of State Travel to CT request form – Kim Booker	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows: ***"Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility."***	
Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services. ***Budget/Financial Implications***: The out of state travel will be paid with Budgeted Levy Dollars. ***Legal/Policy Implications***: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

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

Chisago County Out-of-State Travel Request

Date Submitted	6/6/2022
Employee Name	Kim Booker
Department	Health and Human Services
Destination	Connecticut
Purpose of Travel	Monthly contact for Client in the custody of Chisago County placed in Residential Treatment Center/provide supervised parenting time for parents
Departure Date	11-Jul-22
Return Date	12-Jul-22
Total Travel Expenses	
Supervisor Name (PRINT)	Christine A. Johnson
Supervisor's Signature	Christine Johnson
Date Approved	6/6/2022
County Board Signature	
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW		[redacted]	$550.00
Ground Transportation	Car rental/ parking		1	$125.00
Conference/Registration Fees			1	$0.00
Lodging			1	$180.00
Meals			1	$75.00
Mileage			1	$50.00
		Grand Total		$980.00

Chisago County Out-of-State Travel Request

Date Submitted	6/6/2022
Employee Name	Kim Booker
Department	Health and Human Services
Destination	Connecticut
Purpose of Travel	Monthly contact for Client in the custody of Chisago County placed in Residential Treatment Center/provide supervised parenting time for parents
Departure Date	31-Aug-22
Return Date	1-Sep-22
Total Travel Expenses	
Supervisor Name (PRINT)	Christine A. Johnson
Supervisor's Signature	Christine Johnson
Date Approved	6/6/2022
County Board Signature	
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW		[redacted]	$550.00
Ground Transportation	Car rental/ parking		1	$125.00
Conference/Registration Fees			1	$0.00
Lodging			1	$180.00
Meals			1	$75.00
Mileage			1	$50.00
		Grand Total		$980.00

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 23
Title of Item for Consideration: SHIP Grant Agreement – Wyoming Elementary	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

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

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

Attachment(s):

- SHIP Grant Agreement – 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:

"Move to approve the SHIP Grant Agreement – Wyoming Elementary."

Implications of Action: This SHIP grant agreement will allow Wyoming Elementary to purchase a deluxe package of Super Stickers. Super Stickers are used as sensory pathway, they will be used as brain breaks for students, they are colorful, versatile, and help improve motor sensory skills.

Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $2,200.00.

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

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and 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 deluxe package of Super Stickers, Super Stickers are used as sensory pathway, they will be used as brain breaks for students, they are colorful, versatile, and help improve motor sensory skills; 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 Two Hundred Dollars ($2,200.00);** 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**: June 16, 2022 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: 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 Two Hundred Dollars ($2,200.00)**.

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:

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 24
Title of Item for Consideration: Professional/Technical Services Contract with Bev Anderson	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services

Previous Action on this Matter: Previously the Board approved a Professional/Technical Services contract for Bev in early 2022.

Background: Under the supervision of the Fiscal/Operations Division Manager of Chisago County Health and Human Services, Bev Anderson will provide training in Public Health grants, and funding for, MAHF, WIC, PPMRS, SHIP, MFIP, PHEP, CRI, C&TC, LCTS, MAHF, LPHA, Title V, and MnCare Reporting.

Also Ph Docs Billing systems and Assists the Fiscal/Ops Division Manager and Community Health Administrator in the preparation of the agency budget; and assists in other miscellaneous duties as assigned.

Attachment(s):

- Contract for Bev Anderson

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

"Move to approve the Professional/Technical Services Contract between Bev Anderson and Chisago County."

Implications of Action: Approval of this contract will allow Bev to provide training to the public health staff in area's concerning Metro Alliance for Health Families (MAHF), WIC, SHIP and any areas directed by the Fiscal/Operations Division Manager.

Budget/Financial Implications: Public Health Admin/ Contract Services

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

Administrator's Recommendation

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and ***Beverly Anderson*** an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services, and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on **June 20, 2022 or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until **December 31, 2022** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR will:

1. Provide Training on the following areas of accounting for Public Health grants and funding.
   A. Metro Alliance for Healthy Families *(MAHF)*
   B. PH DOC Billing System.
   C. Training and identification on daily/ Monthly and Quarterly reports on WIC, PPMRS, SHIP, MFIP, PHEP, CRI, C&TC, LCTS, MAHF, LPHA, Title V, and MnCare Reporting.
   D. Assists the Fiscal/Ops Division Manager and Community Health Administrator in the preparation of the agency budget; and assists in other miscellaneous duties as assigned.

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

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

   1. Compensation of **Fifty Dollars** per hour of work **($50.00)** up to but not exceeding 120 hours during the contract term.
   2. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed Six thousand Dollars **($6,000.00)**.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule: **Monthly by the 5th day following the completion of services.**

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

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

Name: Mark Florin
Address: 313 N Main ST. Room 230
Telephone: 651-213-5652
E-Mail: mark.florin@chisagocountymn.gov
Fax: 651-213-5685

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

Name: Beverly Anderson
Address: 32328 N Center LN, Center City, MN 55012
Telephone: 651-347-0156
E-Mail: Baander1@gmail.com
Fax:

V. **CANCELLATION AND TERMINATION**.

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

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

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

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

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

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

X. **MINNESOTA STATUTE §181.59**.

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

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

XI. **GOVERNMENT DATA PRACTICES ACT**. The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance

with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

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

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

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

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

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

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

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

XIV. **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.

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

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

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

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

APPROVED:

1. **CONTRACTOR:**

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

By:
Title: Beverly Anderson
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

By:
Title: Christina Vollrath, Clerk to the Board
Date:

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

3. **AS TO FORM:**

By:
Title: Janet Reiter, Chisago County Attorney's Office
Date:

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 25
Title of Item for Consideration: ARPA Expenditure - School Grant Program	
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.

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.

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

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 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)*:**

- Cambridge-Isanti School District Application
- Braham School District Application

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 Program. The following motion is recommended;

"Move to approve the issuance of Chisago County's ARPA Fund allocation to Cambridge-Isanti, Braham and _____, as allocated pursuant to the 2022 Chisago County ARPA School Grant Program."

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

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS
Sub-recipient Grant Agreement

This Grant Agreement (this "Agreement") is entered into by and between Chisago County, Minnesota and the following Minnesota School Districts; Forest Lake, Chisago Lakes, North Branch, Cambridge-Isanti, Rush City and Braham, listed in the application(s) attached hereto as Exhibit A, each school district is located in Minnesota and serves students that reside within the territorial boundaries of the County (the "GRANTEE").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant Application") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted to the County an application for a grant to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

1. **EFFECTIVE DATE AND TERM**
   This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. **REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA**
   In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

3. **TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT**
   Upon receipt of the GRANTEE's complete fund application, the COUNTY shall disseminate funds within twenty (20) days of receipt of said application. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the

COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

4. **EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY**
   The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

5. **TERMINATION**
   The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

6. **INDEPENDENT CONTRACTOR**
   Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

7. **HOLD HARMLESS AND INDEMNIFICATION**
   The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

8. **COMPLIANCE WITH LAWS AND GUIDELINES**
   The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

9. **MAINTENANCE AND AUDIT OF RECORDS**
   The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

10. **NOTICES**
    Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

Cambridge-Isanti Schools
625A Main St. N
Cambridge MN 55008

COUNTY
Chisago County ARPA SCHOOL GRANT
Attn: Kristin Waddell, Chief Deputy Auditor-Treasurer
313 N. Main St.
Center City, MN 55012

11. **IMPROPER INFLUENCE**
Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

12. **CONFLICT OF INTEREST**
The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

13. **TIME**
Time is of the essence in this Agreement.

14. **SURVIVAL**
The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

15. **AMENDMENT**
No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

16. **GOVERNING LAW; VENUE**
The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

17. **NON-WAIVER**
No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

18. **BINDING EFFECT**
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. **ASSIGNMENT**
The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

20. **ENTIRE AGREEMENT**
This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

21. **NO THIRD-PARTY BENEFICIARIES**
Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. **CIVIL RIGHTS COMPLIANCE**
Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

23. **SEVERABILITY**
In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

24. **COUNTERPARTS**
This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. **AUTHORIZATION**
Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2022.

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

For the County:

By: _____ Dated: _____
Richard Greene, Chair

By: _____ Dated: _____
Chase Burnham, County Administrator

Attest:

By: _____ Dated: _____
Christina Vollrath, Clerk of the Board

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge Dated: May 26, 2022
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: Nate Rudolph Dated: 6/1/22

Printed Name: Nathan Rudolph

Title: Superintendent

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.

'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@chisagocountymnm.gov

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

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

APPLICATION

Application must be completed in full to be considered

SCHOOL DISTRICT: Cambridge-Isanti School District

Address: 625 A Main St. N Cambridge MN 55008

Primary Contact Person: Nathan Rudolph

Primary Contact Email: nrudolph@c-i schools.org

Primary Contact Title: Superintendent

Secondary Contact Person: Chris Kampa

Secondary Contact Title: Director of Finance & Operations

Secondary Contact E-Mail: ckampa@c-ischools.org

Federal Tax Identification Number: _____

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.

The requested ARPA funds that are designated to vocational programming ($14,304.15) will be used to purchase equipment for our CTE programs in grades K-12. At the elementary, we provide a STEAM magnet program, At the middle school level, we provide Project Lead The Way CTE programs, and at the high school we are working to grow our business, welding, and auto programs.

'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.

The requested ARPA funds that are designated for general use ($2,860,883) will be used to provide additional support to students in our school district who have experienced learning loss due to the pandemic. This additional support may include, but is not limited to 1:1 tutoring, after-school programming, and intervention supports.

ACKNOWLEGEMENT:

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

Nate Robpol

School District Contact Person

6/7/22

Signature Date

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

APPLICATION

Application must be completed in full to be considered

SCHOOL DISTRICT: ISD #314 Braham Area School

Address: 531 Elmhurst Ave. South Braham MN 55006

Primary Contact Person: Ken Gagner

Primary Contact Email: Kgagner@braham.K12.MN.US

Primary Contact Title: Superintendent of Schools

Secondary Contact Person: Jessica Olson

Secondary Contact Title: Business Manager

Secondary Contact E-Mail: Jolson@braham.K12.MN.US

Federal Tax Identification Number: 416001585

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.

Vocational Use funds ($4,907.70) will be used to purchase supplies for any or all of our career and technical education classes. Targeted for supply purchases will be the following classes:

- Job Skills (CTE) - Special Education
- Applied Agricultural Engineering 2
- Agri Science 2/Animal Studies
- Metals 2
- Green House Mngt/Environ Sci ½
- Mechatronics 7
- Intro Ag 8
- Entrepreneurship
- Computer 7
- Technology 8

Funds may also be used for costs associated with teacher training to improve the delivery of career and technical education instruction.

'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.

Open Use funds ($981.54) will be used for the salary and/or benefits to provide training opportunities for teachers and paraprofessionals. These opportunities will be designed to improve instructional practices or learn about new interventions and teaching strategies to offset the impacts of learning loss caused by the pandemic.

ACKNOWLEGEMENT:

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

Ken Gagner — June 8, 2022

School District Contact Person
Braham Area School Superintendent

Signature Date

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 26*
Title of Item for Consideration: ARPA Expenditure – TKDA Proposal for Engineering Services Jail Demolition	
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 a plan with the ARPA funds since the beginning of 2022.

The B/F Committee has requested that staff develop a plan to demolish the 'Old Jail and White House' using ARPA Funds at the March 18th Work Session.

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 plan to demolish the 'Old Jail and White House' next to it.

TKDA provided a decommissioning study in June 2018 to aid Chisago County in determining the next steps for existing buildings following construction of new Chisago County jail facility.

The facility located at 109 North Main Street is the original jail facility and is a 3-story building with a footprint of 750 SF. The facility located at 111 North Main Street is a 2-story masonry and concrete building with lower floor below main grade but does walkout to the lake side and has an approximate footprint of 12,160 SF.

This Project will prepare the site for this future development or sale by abating hazardous materials, terminating utilities, demolishing the existing buildings, grading the site, providing for proper stormwater flow and planting low maintenance vegetation. At the completion of the project, Chisago County will have a low maintenance land asset.

If contract with TKDA was approved today, demolition is anticipated to occur during summer 2023.

***Attachment(s)*:**

- Proposal for Engineering Services Chisago County Jail Demolition (*must be approved by County Attorney as to form*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the TKDA Proposal for Engineering Services Jail Demolition, not to exceed $95,000. The following motion is recommended;

"Move to approve the TKDA Proposal for Engineering Services Jail Demolition, not to exceed $95,000."

Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to contract with TKDA for Architectural and Engineering Services for the Chisago County Old Jail Demolition.

Budget/Financial Implications: There is no levy or budget impact. This is an expenditure of up to $95,000 of Chisago County's ARPA allocation for Architectural and Engineering Services in connection with the Chisago County Jail Demolition.

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

Administrator's Recommendation

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

TKDA®

May 31, 2022

Submitted via email: chase.burnham@chisagocountymn.gov

Mr. Chase Burnham
County Administrator
Chisago County
313 North Main Street
Center City, MN 55012

Re: Proposal for Engineering Services
Chisago County Jail Demolition

Dear Mr. Burnham:

In response to your Request for Proposal TKDA is pleased to submit this Proposal to provide Architectural and Engineering Services in connection with the Chisago County Jail Demolition in Center City, MN, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Conditions of Engineer-Architect Agreement" dated July 2009. Hereinafter, Chisago County is referred to as the CLIENT.

I. PROJECT DESCRIPTION

The CLIENT owns a piece of property with two decommissioned jail buildings located at 109 and 111 North Main Street, Center City, Minnesota. The CLIENT desires to demolish the two buildings and regrade the site to accommodate future development or sale of the property. TKDA provided a decommissioning study in June 2018 to aid the CLIENT in determining the next steps for existing buildings following construction of new Chisago County jail facility. The facility located at 109 North Main Street is the original jail facility and is a 3-story building with a footprint of 750 SF. The facility located at 111 North Main Street is a 2-story masonry and concrete building with lower floor below main grade but does walkout to the lake side and has an approximate footprint of 12,160 SF. The facility was originally constructed in 1973 and utilized a portion of the old granite headstone company building. An addition was later added in 1992. This Project will prepare the site for this future development or sale by abating hazardous materials, terminating utilities, demolishing the existing buildings, grading the site, providing for proper stormwater flow and planting low maintenance vegetation. At the completion of the project, the CLIENT will have a low maintenance land asset.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. CONSTRUCTION DOCUMENTS
1. Project management and administration of the TKDA team.
2. Conduct a kick-off meeting with the CLIENT and observe existing characteristics of the buildings to include in demolition plans.
3. Provide a topographic survey from of the existing building site. The topographic survey shall include all information to depict the existing conditions of the site including: building locations, streets, sidewalks, curbs and curb cuts, utilities, catch basins and manholes, trees, lake shore, signs, utility poles, property lines, neighboring buildings, and elevations for drainage design. This information will be used as the basis of our design and submittal of documents to the City of Center City for permitting requirements.
4. Coordination with the City of Center City, Xcel Energy, CLIENT, and all other utility companies for termination of building electrical, gas, water, communications and sanitary sewer utilities.
5. Sub-consult with an environmental testing firm (AET) to provide asbestos and regulated waste testing and provide identification of hazardous material type, location and quantities for future abatement. Testing shall be in conformance with EPA regulations and will identify regulated wastes as referenced in the MPCA Pre-Demolition Environmental Checklist and Guide.
6. Sub-consult with a geotechnical testing firm (AET) to provide subsurface testing to identify type of soils and

rock, potential contamination (hydrocarbons from fuel tank) and provide for soil backfill recommendations and compaction requirements.

7. Prepare plans for a demolition package to submit to the City of Center City for permitting. The demolition documents may include the following:
   a. Title Plan.
   b. Demolition Notes and Typical Details.
   c. Existing Site Plan.
   d. Utility Termination Plan
   e. Building Demo Plan.
   f. Building Sections.
   g. Site Restoration and Grading Plan.
   h. Site Restoration Details.
   i. Plans of existing buildings may be included in the appendix of the documents.
8. Prepare Division 0 and 1 front end specifications in addition to technical specifications.
9. Provide geotechnical and Asbestos and Regulated Waste reports in the appendix of speifications.
10. Provide an estimate of probable construction costs.
11. Submit design documents at 60% for CLIENT's review.
12. Conduct a 60% design review meeting with the CLIENT.
13. Submit design documents at 90% for CLIENT's review.
14. Conduct a 90% design review meeting with the CLIENT and incorporate comments into final documents.
15. Conduct one (2) meetings with the City of Center City to review the project and receive comments.
16. Provide one (1) set of final demolition plans and specifications in pdf format and email to the CLIENT.
17. Submit one (1) set of demolition plans and specifications to the City of Center City for plan review and permitting requirements.

B. BIDDING PHASE
   1. Attend pre-bid meeting with the CLIENT and contractor.
   2. Provide addendum with responses to Contractor written questions & construction document clarifications.
   3. Coordinate with CLIENT for review of contractor bids and issue award letter.
   4. Provide conformed construction documents incorporating bidding phase changes.

C. CONSTRUCTION PHASE
   1. Attend pre-construction meeting with the CLIENT and the contractor and provide meeting minutes.
   2. Provide responses to contractors written RFIs for document clarifications.
   3. Provide review of Contractor submittals for conformance with construction documents.
   4. Attend four (4) weekly construction meetings and site visits for coordination with the Contractor and provide meeting minutes.
   5. Attend up to five (5) additional site visits to monitor and observe construction activities.
   6. Conduct punchlist walk through in coordination with the CLIENT and prepare punchlist.
   7. Provide final record plans incorporating redlines submitted by the contractor.
   8. Construction administration services are limited to 86 hours.

III. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, TKDA will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Rate basis per our Master Contract, and such billings shall be over and above any maximum amounts set forth herein.

A. Changes in scope during design.

B. Additional site visits requested during design and/or construction beyond those noted herein.

C. Landscape design beyond Class 5 or grass seeding.

D. Permitting and plan review fees.

CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in our Article 8 of the General Provisions and as further described or clarified below:

A. Designate an individual to act as a representative with respect to the work to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.

B. Provide TKDA with access to the site and appropriate photographs of existing conditions as required to perform services listed herein.

C. Provide timely direction regarding any specific equipment and/or material requirements.

D. Provide reproduction of bid package(s) and construction drawings and specifications.

E. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so the project schedule can be maintained.

F. Payment of permit and review fees.

IV. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of a Purchase Order and Notice to Proceed, and to complete all design services as described in section II A. within 10 weeks from notice to proceed (NTP). Demolition is anticipated to occur during summer 2023.

V. COMPENSATION

Compensation to TKDA for services provided as described herein shall be on an Hourly Time and Materials basis for the not-to-exceed amount of $95,000, plus reimbursable expenses. Payment shall be made in accordance with Article 3 of the General Provisions.

The level of effort required to accomplish SECTION II services can be affected by factors beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, TKDA agrees we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VI. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official of Chisago County and return of a signed original to us. This Proposal will be open for acceptance for 30 days, unless the provisions herein are changed by us in writing prior to that time. Please contact Brett Morse directly at 651.292.4459 or brett.morse@tkda.com if you should have any questions.

We appreciate the opportunity to serve you on your project.

Sincerely,

C. Brett Morse, PE
Project Manager

Peter "Rusty" Steitz, PE
Vice President, Facilities Engineering

Attachment: General Provisions

ACCEPTED FOR CHISAGO COUNTY

By: _____
(Signature) Printed Name/Title Date

CLIENT DESIGNATED REPRESENTATIVE:

_____
Name/Title Phone Email

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TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations end maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 27 *
Title of Item for Consideration: MN Department of Human Services Contract to Participate in the Local Collaborative Time Study	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services

Previous Action on this Matter: Approval of a contract from June 2017 with the Department of Human Services for Administration of the Local Collaborative Time Study.

Background: The State of Minnesota has partnered with counties as a way to enhance the capture of federal dollars and bring them to the local level with the local collaborative time study. The LCTS revenues realized from LCTS are directed to projects designed to provide services to children and families in Chisago County.

Today initiatives funded in Chisago County include:

- Truancy services
- Adolescent parent services
- Early Childhood programming

***Attachment(s)*:**

- MN Department of Human Services Contract to Participate in the Local Collaborative Time Study

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the MN Department of Human Services Contract to Participate in the Local Collaborative Time Study. The suggested motion is as follows:

"Move to Approve the MN Department of Human Services Contract to Participate in the Local Collaborative Time Study"

Implications of Action: Approval will authorize the Chisago County Interagency Children's Services Collaborative to continue to participate in the activities of the LCTS bringing federal dollars to local initiatives designed to serve children and families.

Budget/Financial Implications: Revenue earned from federal dollars varies annually dependent upon the number of persons served.

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

Administrator's Recommendation

Approve ___	Deny _____	Other _____

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

MINNESOTA DEPARTMENT OF HUMAN SERVICES
CONTRACT TO PARTICIPATE IN THE
LOCAL COLLABORATIVE TIME STUDY

THIS CONTRACT, which shall be interpreted under the laws of the State of Minnesota, is between the State of Minnesota, acting through its Department of Human Services (hereinafter STATE) and (COUNTY), Minnesota acting through its Social Services Department, *(ADDRESS)* (hereinafter COUNTY).

RECITALS

WHEREAS, the STATE, under Minnesota Statutes, Section 256.01, subd. 2(a)(6) is authorized to enter into contracts and grants; and

WHEREAS, the STATE and COUNTY have a shared interest in enhancing federal funding to Children's Mental Health Collaboratives and Family Services Collaboratives by claiming reimbursement for eligible activities through the Local Collaborative Time Study (hereinafter LCTS); and

WHEREAS, the COUNTY represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

CONTRACT

ARTICLE I

COUNTY'S DUTIES

Section 1.1. *Administration of the LCTS.* The COUNTY shall act as the fiscal reporting and payment agent for purposes of administering the LCTS on behalf of one or more local Collaboratives. As fiscal reporting and payment agent, the COUNTY is responsible for:

1. Understanding all duties and responsibilities of the LCTS fiscal reporting and payment agent;

2. Serving as a fiscal liaison between the STATE and all participating partners of the Collaboratives located in or near the COUNTY;

3. Understanding cost schedules for all types of participating agencies and training LCTS fiscal site contacts on completing cost schedules;

4. Ensuring accurate and timely cost reporting for each organization submitting claims for reimbursement through the LCTS;

5. Reviewing web-based cost reports submitted for all local organizations participating in the LCTS prior to each quarterly deadline. Quarters are defined in Article 3, 3.1(b) below;

6. Printing, signing, and retaining a paper copy of the final cost report submissions for the length of six years, or per county retention policies, whichever is longer;

7. Receiving federal funding from the STATE on behalf of the various Collaboratives and disbursing accurate, proper, and timely related federal funds to the various Collaboratives;

8. Distributing LCTS funding to the integrated funds of the various Collaboratives as soon as possible, but no later than 30 days, after receiving quarterly payments from the STATE; and

9. Reporting annual LCTS expenditures to the State.

Section 1.2. *Relationship between the COUNTY and the Collaborative(s).* It is understood that the COUNTY shall participate with other local partners in carrying out the Collaborative's functions. In light of this understanding, it is incumbent upon the COUNTY to see to it that appropriate arrangements are made and legal instruments executed with local partners to ensure the completion of the duties described in this contract.

Section 1.3. *Reporting requirements.* The COUNTY together with its collaborative partners shall submit reports as reasonably requested by the STATE. The reports will provide information on such matters as anticipated and actual use of all LCTS funds received from the STATE, outcome-based indicators used to determine whether the Collaborative is meeting its goals and complying with STATE LCTS policies, or such other items needed by the STATE to properly administer the LCTS and comply with all appropriate federal and state laws, rules, regulations, and policies.

Section 1.4. *LCTS training.* The COUNTY working with its collaborative partners shall ensure that LCTS Coordinators and staff sampled by the LCTS have completed training approved by the STATE in the LCTS.

Section 1.5. *Compliance with federal regulations.* (a) The COUNTY shall administer the federal funds claimed through the LCTS consistent with Code of Federal Regulations, Title 45, Parts 74 and 92.

(b) The COUNTY shall comply with the requirements for claiming administrative services under Title IV-E of the Social Security Act in accordance with Code of Federal Regulations, Title 45, Section 1356.60. In addition, the COUNTY shall comply with the requirements for claiming expenditures as training costs in accordance with Code of Federal Regulations, Title 45, Sections 235.63 to 235.66.

(c) The COUNTY shall ensure that costs claimed for reimbursement through the LCTS shall be the actual costs, to be determined in accordance with cost principles outlined in 45 Code of Federal Regulations, Part 75 (formerly OMB Circulars, including A-21, A-87, and A-122), as appropriate. Properly constructed time studies shall be the basis for separating allowable from unallowable costs and for establishing appropriate costs. In the event the benefits of the activities to be claimed extend beyond the federal program, then either individual program eligibility shall be applied with the time study process, or eligibility ratios shall be applied to the final results in order to determine the proper share of each allowable activity's costs to be charged to the federal

program.

(d) The COUNTY shall comply with the reporting requirements of GASB 84 (Government Accounting Standards Board) Fiduciary Activities for LCTS, federal, and other grant funds received for the Collaborative(s).

Section 1.6. *Use of LCTS funds.* The COUNTY agrees that *all* revenue resulting from the LCTS shall be deposited in the Collaborative's integrated fund under the operating authority of each Collaborative's governing board. It is understood that the authority to decide how LCTS funds are spent shall reside with each local Collaborative's governing board. All LCTS funds are to be allocated to the Collaborative's integrated fund; therefore, the COUNTY cannot withhold payments to the Collaborative(s) or create separate escrow accounts or trust funds. The COUNTY can only withhold LCTS funds for administrative costs, such as coordination of the LCTS, with the annual approval of the Collaborative's governing board.

It is further understood that LCTS funds shall be used to expand prevention and early intervention services to children and families and be consistent with the following paragraphs:

(i) For Children's Mental Health Collaboratives, LCTS funds shall be used to expand the initial target population or to develop or provide mental health services through the local integrated service system to children in the target population pursuant to Minnesota Statutes, Section 245.495(a).

(ii) For Family Services Collaboratives, LCTS funds shall be used to expand expenditures for education, social, health, or health-related services to families and children pursuant to Minnesota Statutes, Section 256F.13, subd.(1)(b)(3).

(iii) LCTS funds shall not be used to fund out-of-home placements, pay for capital expenditures, or supplant other revenues.

Section 1.7. *Maintain accounting system.* The COUNTY and agencies participating in the LCTS shall maintain an accounting and financial management system adequate to support all claims for federal reimbursement through the LCTS, including a clear audit trail and any provisions specified in this contract. The STATE, COUNTY, and other organizations participating in the LCTS shall work together to ensure the implementation of an adequate accounting and financial management system.

Section 1.8. *Nonfederal share of expenditures.* The COUNTY and other organizations participating in the LCTS shall provide the nonfederal share of all expenditures for which federal revenue is claimed through the LCTS. In addition, the COUNTY and other organizations shall ensure that expenditures submitted for federal reimbursement shall be paid from public sources other than federal funds or funds used to match other federal funds.

ARTICLE 2

STATE'S DUTIES

Section 2.1. *Training.* The STATE shall provide training to the COUNTY and other collaborative partners regarding the administration of the LCTS.

Section 2.2. *Payment of LCTS funds.* The STATE shall pay the federal reimbursement earned under this Contract to the COUNTY based on their earnings pursuant to the terms of payment in Article 3.

Section 2.3. *Relationship to other funding.* Pursuant to Minnesota Statutes, Section 256F.13, subd. 1(a)(4), the STATE shall ensure that federal reimbursement earned pursuant to this contract shall not be used in determining the allocation or distribution of other funds to counties or Collaboratives.

ARTICLE 3

TERMS OF PAYMENT

Section 3.1. *Payment schedule.* (a) Except as provided in this Article, the STATE shall forward to the COUNTY on a quarterly basis federal funds earned through the LCTS.

(b) For purposes of this contract, the term "quarter" shall mean a period of three months ending on the last day of March, June, September, and December.

Section 3.2. *Basis of payments.* Payments to the COUNTY shall be based upon activities and costs eligible for reimbursement through Titles IV-E and XIX of the Social Security Act. If at any time such federal funds become unavailable, the COUNTY shall be paid on a pro rata basis, for services satisfactorily performed and for which federal reimbursement was received.

Section 3.3. *Submission of reports.* (a) The amount forwarded to the COUNTY shall be based on eligible activities identified through the LCTS and quarterly costs. The COUNTY shall submit LCTS cost reports within twenty (20) days after the end of the quarter. Cost reports received by the STATE more than twenty (20) days after the end of the quarter and amended cost reports shall be processed one (1) year after the original cost report was due unless otherwise agreed to by the STATE. Cost reports submitted more than one (1) year after the original due date will not be eligible for reimbursement.

(b) Per the STATE's federally-approved cost allocation plan, the COUNTY working with its collaborative partners shall submit LCTS response data to the STATE within three (3) days after the date and time of the random moment.

Section 3.4. *DHS administrative fee.* The STATE will invoice the COUNTY on an annual basis, using a form approved by the STATE, for the STATE's total expenditures during the designated annual period in order to repay the special revenue maximization account for state expenses incurred exclusively in administering the LCTS. Payment in full is due to the STATE no more than thirty (30) days past the date of the invoice. If efforts to rectify payment issues with the COUNTY are unsuccessful, the STATE may suspend or terminate the COUNTY'S participation in the Local Collaborative Time Study (LCTS) until such time as the delinquent invoice is paid in full.

Section 3.5. *Disallowances.* The STATE shall recover from the COUNTY any federal fiscal disallowances or sanctions attributable to actions of the COUNTY, COUNTY's subcontractors, organizations participating in the LCTS, or other members of the Collaborative. If

federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

Section 3.6. *Conditions of payment.* All services and reporting provided by the COUNTY or the members of the Collaborative pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, rules, regulations, and policies. The STATE reserves the right to suspend, reduce, or terminate the distribution of LCTS funds to the COUNTY for terms of participation in the LCTS as well as services, LCTS reporting, or reporting provided pursuant to Section 1.3 of this contract found by the STATE to be unsatisfactory or in violation of federal or state laws, rules, regulations, and policies.

Section 3.7. *Payment recoupment.* The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments made pursuant to the contract, any amounts paid by the STATE under this contract, for which invoices and progress reports have not been received, or for which the COUNTY's or Collaborative's books, records, or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY or Collaborative to perform the services described in this contract.

ARTICLE 4

TERM OF CONTRACT

Section 4.1. *Term of contract.* This contract shall be effective July 1, 2022, or upon the date that the final required signature is obtained by the STATE pursuant to Minnesota Statutes. Section 16C.05, subd. 2, whichever occurs later, and shall remain in effect until June 30, 2027, or until canceled or terminated according to the provisions set forth in Section 4.2.

Section 4.2. *Cancellation and Termination*

A. *Cancellation.* This contract may be canceled by the STATE, COUNTY, or the Commissioner of the Department of Administration at any time, with or without cause, upon thirty (30) days' written notice to the parties of this contract. In the event of such cancellation, the COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. *State's authorized representative.* The STATE's authorized representative for the purposes of administration of this contract is Amber Ganyaw or her successor. Such representative shall have final authority for acceptance of services and reports provided by the COUNTY or members of the Collaborative.

County's authorized Representative. The COUNTY'S authorized representative is X, or their successor.

Section 5.2. *Amendments.* Any amendments to the contract shall be in writing, and shall be executed by the same parties who executed the original contract or their successors in office.

Section 5.3. *Assignment.* The COUNTY shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. However, in the event of a disallowance or sanction imposed by the federal government, the COUNTY may pass part or all of the disallowance or sanction risk to other members of the Collaborative by incorporation of a risk sharing provision into the Collaborative's governance agreement or the County's subcontracts with the organizations participating in the LCTS.

Section 5.4. *Liability.* To the extent provided for in Minnesota Statutes, Section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this contract by COUNTY, Collaborative's members, or any agents of the COUNTY or collaborative members. The STATE's liability, if any, shall be governed by Minnesota Statues, Section 3.736. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this contract.

Section 5.5. *State and federal audits.* Under Minnesota Statutes, Section 16C.05, subd. 5, the books, records, documents, and accounting procedures, and practices of the COUNTY, Collaborative, and any Collaborative's members relevant to this contract shall be subject to examination by the STATE's contracting department, the legislative auditor, Office of the State Auditor, DHS Internal Audits Office, and appropriate federal auditors. Records shall be sufficient to reflect all costs incurred in performance of the contract, and shall be maintained for six years after the contract expires, is cancelled or is terminated.

Section 5.6. *Ownership of materials and intellectual property rights.* (a) All materials conceived or originated by the COUNTY or Collaborative's members either individually or jointly with others arising out of the performance of this contract shall be owned by the COUNTY or Collaborative's member(s) as appropriate under the circumstances. The COUNTY shall bring such materials to the attention of the STATE. The COUNTY shall ensure that the STATE shall have the right to reproduce, publish, or otherwise use, and to authorize others to use, the materials for government and collaborative-related purposes. Materials include any report, study, computer software, database, model, invention, photograph, negative, audio or video recording, or other item or document, in whatever form, created or prepared by the COUNTY or Collaborative's members in the performance of its obligations under this contract.

(b) Pursuant to 2 Code of Federal Regulations, Section 200.315(b), if any copyrightable material is developed in the course of or under this contract, the STATE and the U.S. Department of Health and Human Services shall have a royalty free, non-exclusive, and irrevocable right to

reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes. The COUNTY shall ensure that this license provision is included in all relevant contracts it enters into with others related to the performance of services under this contract.

Section 5.7. *Workers' compensation.* COUNTY certified that it is in compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes, Section 176.181, subd. 2. The COUNTY's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

Section 5.8. *Purchase of equipment.* The COUNTY shall obtain the STATE's approval before purchasing an information management system or any equipment to support an information management system using LCTS funds.

Section 5.9. *Ownership of equipment.* (When applicable) Disposition of all equipment purchased pursuant to this contract shall be in accordance with Title 45, Code of Federal Regulations, Part 74, subpart C. For all equipment having a unit acquisition of $5,000.00 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one COUNTY to another.

Section 5.10. *Federal audit requirements and COUNTY debarment information.* To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331 and 2 C.F.R. § 200.501 et seq., as applicable. COUNTY certifies it will comply with the Single Audit Act, CFR Part 75 (formerly OMB Circulars including A-128 and OMB Circular A-133), as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

COUNTY DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

B. *Federal Debarment.* Federal Regulation 45 Code of Federal Regulations, Section 92.35 prohibits the STATE from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the STATE. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, COUNTY certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

2. Have not within a three-year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

5. Shall immediately give written notice to the State should the COUNTY come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing; a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

Section 5.11. *Data privacy.* It is expressly agreed that the COUNTY and the Collaborative's members shall abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential data on individuals or other data made not public by such laws or regulations. The COUNTY agrees to indemnify and save and hold the STATE, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any state or federal laws and regulations governing the disclosure of data by the COUNTY or Collaborative's members, including legal fees and disbursements paid or incurred to enforce the provision of this contract.

It is expressly agreed that the COUNTY, COUNTY's subcontractors, organizations participating in the LCTS, and other collaborative members are not members of or included within the welfare system for purposes of the Minnesota Government Data Practices Act solely as a result of this

contract.

Section 5.12 *Jurisdiction and Venue.* This contract, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach of the contract, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Section 5.13 *Legal Compliance.*
A. *General Compliance.* All performance under this Contract must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in Contract cancellation or termination and/or reporting to local authorities by STATE.

B. *Nondiscrimination.* COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

Section 5.14. *Contract Complete.* This contract contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this contract, whether written or oral may be used to bind either party

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

APPROVED:

1. COUNTY
SOCIAL SERVICES

By: _____

Title:

Date: _____

2. MINNESOTA DEPT OF
HUMAN SERVICES

By: _____

Title: Health & Human Service
Finance Manager,
Financial Operations Division

Date: _____

I certify that the signatories for the COUNTY have the lawful authority to bind the COUNTY to the terms of this contract.

By: _____
County Attorney

Date: _____

Chisago County Request for Board Action

Meeting Date: June 15, 2022	***Item Number:*** 26
Title of Item for Consideration: Closed Meeting (M.S. § 13D.05 Subd. 3) – County Administrator Employment Review – June 15th, 2022	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: There's been no previous action relating to this employment contract.	

Background: The County and Chase Burnham, current Chisago County Administrator, agreed that an initial performance review would happen after the first initial six (6) months of performance, which should have happened in August 2020 and annual performance evaluations in January of each year or at such time as mutually agreed upon. At this time, no performance evaluations have taken place.

The performance evaluation will be conducted by the County Board according to the procedures and criteria determined by the Employer and such review shall, at a minimum, solicit feedback from the County Board of Commissioners and a representative sample of direct reports of county staff. The review shall include an evaluation of the Employee's performance in accomplishing those goals and objectives as the County Board may establish and modify, from time to time, which shall be generally attainable given the annual operating and capital budgets of the county and other resources and time available to the Employee.

The annual performance evaluation review process shall also provide to the Employee an adequate opportunity to discuss the evaluation with the County Board.

The original employment contract was signed on March 16th, 2020 and was retroactive to January 15th, 2020.

***Attachment(s)*:**

- MN Statute 375A.06
- Employee Completed Review Form (handed out at June 1st BOC meeting)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners close the County Board meeting to evaluate the performance of an individual who is subject to its authority, County Administrator Chase Burnham, expressly authorized under MN Statute 13D.05 subd. 3. The following motion is suggested:

"Move to close the County Board meeting to evaluate the performance of an individual who is subject to its authority, County Administrator Chase Burnham, expressly authorized under MN Statute 13D.05 subd. 3."

At its next open meeting, the public body shall summarize its conclusions regarding the evaluation.

Implications of Action: By evaluating the County Administrator, the Board would be in greater compliance with the terms of the employment agreement.

Budget/Financial Implications: None at this time.

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

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

375A.06 COUNTY ADMINISTRATOR.

Subdivision 1. **Appointment and qualification.** In any county which is not operating under either the elected county executive plan, the county manager plan, or the auditor-administrator plan, the office of county administrator may be established. The county board may appoint and employ the administrator upon such terms and conditions as it deems advisable and is authorized to appropriate funds and provide suitable office space for the office. The administrator shall be chosen solely on the basis of training, experience, and administrative qualifications and need not be a resident of the county at the time of appointment. The administrator shall be appointed for an indefinite period and may be removed by the county board at any time, but after the administrator has served as administrator for one year the administrator may demand written charges and a public hearing on the charges before the county board prior to the date when final removal takes effect. Pending such hearing and removal, the county board may suspend the administrator from office. The county board may designate some properly qualified person to perform the duties of the administrator during absence or disability. The county board shall set a salary and may provide for a termination allowance.

Subd. 2. **Other officers may be appointed.** The county board may appoint as county administrator any county officer or employee deemed to be qualified by reason of training, experience and administrative qualifications. If a county officer or employee is appointed county administrator, the officer or employee shall resign office and terminate its responsibilities before assuming the office of county administrator.

Subd. 3. **Abolishing office of administrator.** If the office of county administrator is abolished, any duties and responsibilities previously assigned to the county administrator shall be vested in the officer or department which had responsibility for the function previous to the transfer of the function to the county administrator.

Subd. 4. **Administrator, powers and duties.** The county administrator shall be the administrative head of the county and shall be responsible for the proper administration of the affairs of the county placed in the administrator's charge. The administrator shall exercise general supervision over all county institutions and agencies and, with the approval of the county board, coordinate the various activities of the county and unify the management of its affairs. If required by the county board, the administrator may act as the head of any department, the appointment of which is made by the county board, provided the administrator has the qualifications required by law. Responsibilities shall include, but are not limited to, the following duties:

(a) hire qualified staff to assist the administrator in the performance of duties as approved by the board;

(b) provide for the execution of all ordinances, resolutions and orders of the board and all laws of the state required to be enforced through the county board, by the administrator or by officers who are under the administrator's direction and supervision;

(c) appoint, suspend, and remove with the approval of the county board all county personnel whose appointment, suspension or removal is a function of the county board under general law and make such appointments with the approval of the county board to additional offices, boards, committees and commissions both advisory and otherwise as the county board may direct;

(d) provide for county purchases including purchases of service as directed by the county board and pursuant to purchasing regulations established by the board;

(e) prepare and submit to the county board a proposed annual budget and long-range capital expenditure program for such period as the county board may direct, each of which shall include detailed estimates of revenue and expenditures and enforce the provisions of the budget when adopted by the county board;

(f) attend all meetings of the county board and recommend measures for adoption as the administrator deems advisable or expedient;

(g) examine the books and papers of officers and departments of the county as directed by the county board and report the findings to the county board, keep the county board fully advised as to the financial condition and needs of the county and make such other reports from time to time as required by the board or the administrator deems advisable.

Subd. 5. **Appointment without referendum.** Notwithstanding section 375A.12, a county board meeting the requirements of subdivision 1 may without referendum appoint a county administrator as provided in this section.

History: *1973 c 542 s 6; 1978 c 462 s 1; 1986 c 366 s 1; 1986 c 444*

MICA MINNESOTA INTER-COUNTY ASSOCIATION | Association of Minnesota Counties | MRC MINNESOTA RURAL COUNTIES

COPY

SENT VIA EMAIL

June 3, 2022

The Honorable Governor Tim Walz
130 State Capitol Building
75 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

Speaker of the House Melissa Hortman
463 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155

Senate Majority Leader Jeremy Miller
3113 Minnesota Senate Building
95 University Avenue W.
Saint Paul, MN 55155

Senate Minority Leader Melisa López Franzen
2221 Minnesota Senate Building
95 University Avenue W.
Saint Paul, MN 55155

House Majority Leader Ryan Winkler
459 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155

House Minority Leader Kurt Daudt
267 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155

The Association of Minnesota Counties (AMC), Minnesota Inter-County Association (MICA), and Minnesota Rural Counties Association (MRC) respectfully urge state leaders to continue bi-partisan negotiations, complete remaining bonding, tax, and supplemental budget bills, and enact those agreements into law in a Special Session.

As partners with the state across a wide variety of public services and infrastructure, counties appreciate and support the stability that results from enactment of two-year state budgets. We also appreciate Minnesota's long history of policymakers working collaboratively to best position the state to respond to continuously evolving challenges and opportunities. To that end, we believe that as part of the global framework agreed to at the end of regular session, four realities underscore the importance of completing the bi-partisan progress that was underway when session ended.

- **Bonding**: Minnesota's state and local public infrastructure—including local roads and bridges, road wetland replacement funding, housing, water and sewer facilities, and solid waste infrastructure—are in desperate need of increased investment to ensure safe and reliable public services. Timely passage of biennial bonding bills supports efficient planning and project management, and is essential to healthy, safe, and vibrant local and regional economies. In just one area of infrastructure, for example, we know that there are hundreds of millions of local road and local bridge projects that are ready to proceed, if the funds are appropriated. Failure to regularly adopt bonding bills creates uncertainty for strategic infrastructure planning, contractors, and workers and adds to the backlog of projects awaiting funding.

- **Federal IIJA Matching Funds**: Recent passage of the Federal Infrastructure Investment and Jobs Act (IIJA) presents critical opportunities for Minnesota to capitalize on both 'formula', and competitive grant funds, to address infrastructure backlogs and be 'ahead of the curve' relative to other states. Many of those funds, including significant portions of IIJA competitive grant funds, are expected to be awarded between now and the beginning of the 2023 regular session. State and local grant writers, engineers, contractors, and a myriad of stakeholders will be best positioned to successfully compete for federal IIJA funds if a comprehensive plan for matching funds is enacted into law.

- **Support for Critical Unfunded Mandates**: Appropriations for many state determined programs are less than what is needed for counties to administer them. One key area where funding falls short is for community corrections and county probation officers. Over the past year, counties have collaborated across all three systems of community supervision to bring forward proposals for greater funding adequacy, as well as for distributing those funds in a more equitable manner that better supports best practices in community supervision. Effective, equitable community supervision is a critical to public safety.

- **Property Tax Relief**: We thank both House and Senate Tax Chairs and conference committee members for reaching agreement on a comprehensive tax relief package that includes property tax relief provisions. A shortage of housing supply, combined with a rising demand for single family homes, has resulted in surging sale prices. Corresponding growth in residential market values does not necessarily result in higher property taxes. However, rapid increases in residential valuations, relative to other classes of property, can shift tax levy to residential properties. Enactment of property tax relief proposals now would help align the proposed relief with the potential tax shifting effects of rising residential values since CY2023 property assessments, tax levies, and tax rates will be set prior to the start of the next legislative session.

Finally, we also appreciate and thank leaders for agreeing on 'framework conference committee allocations' that provide for significant resources remaining 'on the bottom line.' Those prudent state budget actions minimize the potential for subsequent cuts or increased unfunded mandates.

In sum, we urge completion of negotiations to provide funding and tax relief that will help make Minnesota's infrastructure and communities safer, healthier, more resilient, and better positioned to compete with our neighboring states for jobs and resources.

Kathleen Gaylord, *President*
Minnesota Inter-County Association

Todd Patzer, *President*
Association of Minnesota Counties

Luke Johnson, *MRC Chair*
Minnesota Rural Counties

Chisago County Government Center
Front Door Court Security

Prohibited Items Confiscations	2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Prohibited Items Confiscated
Sharp objects		33	32	53	41	66	0	0	0	0	0	0	0	225
Guns, Firearms, Magazines		0	0	0	0	0	0	0	0	0	0	0	0	0
Martial arts and self-defense items		0	0	0	0	0	0	0	0	0	0	0	0	0
Tools & Sporting goods		5	4	9	7	7	0	0	0	0	0	0	0	32
Chemicals and other Dangerous Items		2	0	3	5	4	0	0	0	0	0	0	0	14
Total Prohibited Items Confiscated		40	36	65	53	77	0	0	0	0	0	0	0	271
Bag count	317,678	1,337	1,122	1600	1930	2466								8,455

Services Rendered	2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Services Rendered
Disturptive/Suspicious Persons Calls		0	0	1	2	1	0	0	0	0	0	0	0	4
Medical Assists		0	0	0	0	0	0	0	0	0	0	0	0	0
Officer/Deputy/Probation/911 Assist		0	0	0	1	0	0	0	0	0	0	0	0	1
Emotional Disturbed Persons		0	0	0	1	0	0	0	0	0	0	0	0	1
Handicap/Elderly Assists		4	2	1	1	13	0	0	0	0	0	0	0	21
Escorts to Motor Vehicle		0	0	0	0	0	0	0	0	0	0	0	0	0
Child Protection Referral		0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Lot Security Inspection		0	5	12	13	13	0	0	0	0	0	0	0	43
Door and Fire Alarms		4	0	0	0	0	0	0	0	0	0	0	0	4
Misc. Services Rendered		1	2	0	0	0	0	0	0	0	0	0	0	3
Total Services Rendered		9	9	14	18	27	0	0	0	0	0	0	0	74