



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, May 18, 2022 County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

1.) County Engineer's Report

TAB 1

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

2.) SP 013-623-010 Local Road Improvement Program Agreement

TAB 2

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 013-623-010 LRIP Agreement | TAB 2 |
| 3.) Minutes from the May 4, 2022 Meeting | TAB 3 |
| 4.) Payment of County's Warrants and Miscellaneous Bills | TAB 4 |
| 5.) Applications for Abatements (reduction) of Property Taxes | TAB 5 |
| 6.) Renewal of Liquor, Wine, Club or 3.2% Licenses | TAB 6 |
| 7.) Authorization to Transfer Funds and to Approve Annual Carryover of Dedicated Funds | TAB 7 |
| 8.) 2022A Refunding Debt Budget Adjustment | TAB 8 |
| 9.) Presentation – Annual Medical Examiner Report | TAB 9 |
| - Dr. A. Quinn Strobl | |

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | |
|---|--------|
| 10.) Director's Report | TAB 10 |
| 11.) Brunet/Kaminski "Kaminski Estates" Preliminary Plat | TAB 11 |
| 12.) Lupkes CUP Major Home Occupation Accessory Structure/Home Décor Business | TAB 12 |
| 13.) Zoning Ord. Text Amend. RRII District, C. Conditional Uses, 10. Bed and Breakfasts | TAB 13 |
| 14.) Lower St. Croix River Comp. Watershed Mgmt Plan – 2022–2023 Annual Plan of Work | TAB 14 |
| 15.) 2022 CIP - Sunrise Prairie Regional Trail Subgrade Corrections and Replacement | TAB 15 |
| 16.) Environmental Services Parks Division 2021 Annual Report | TAB 16 |

Other Business of the County Board

- | | |
|--|--------|
| 17.) Report and Recommendations from the May 11 th , 2022 B/F Meeting | TAB 17 |
| a. Children's Collaborative ARPA Request | |
| b. Current Year-to-Date Financial Update | |
| c. Chisago County Public Works APRA Expenditure Requests | |
| d. 2023 Budget and Levy Budget Presentation Schedule | |

- e. Park and Admin – Combined Staff Person Request
- f. TNT Budget Supplement
- g. Review of Current ARPA Allocations
- h. Current ARPA Requests
 - i. Water Resources Request
 - ii. UMN Extension Request
 - iii. Emergency Management Request
 - iv. Broadband Meeting Set Up – May 24th at 5:00 p.m.

18.) 2022 MN Federal Boating Safety Supplemental Patrol Grant	TAB 18
19.) Emergency Foster Care Contract with Wendy Cook and David Cook	TAB 19
20.) Prof./Tech. Services Contract between Mackenzie Halfen and Chisago County	TAB 20
21.) Resolution of the Student Affiliation Agreement with Uni. of Northwestern-St. Paul	TAB 21
22.) JPA with the State of Minnesota DOC – Prosecution Services – MCF-Rush City	TAB 22

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

Schedule Updates

County Broadband Meeting/ARPA

– Tuesday, May 24th at 5:00 p.m. at the County Government Center Rm. 151





CHISAGO COUNTY DEPARTMENT OF PUBLIC WORKS

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

TAB #1

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmer
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: May 11, 2022
RE: Public Works Director's Report

Construction Update:

CSAH 19 Reconstruction

- Work has begun and is going well
- Anticipated to be done by mid-June

CR 55 Paving

- Projected has started
- Anticipated to be done mid-June

CR 79 Paving

- Projected Start Date: Monday, May 23
- Anticipated to be done mid-June

CSAH 26 Reconstruction

- Preconstruction conference on May 19th
- Anticipated project start week of June 6th
- Contract completion of end of August

CSAH 23/24 Roundabout

- Preconstruction conference on May 16th
- Anticipated project start week of June 6th
- Open to traffic by end of August.

Seal Coat Project

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

CR 86 Paving Project

- Opening bids on June 6th

2022 Maintenance Mill & Overlay Project

- Opening bids on May 24th

CSAH 23/24 Roundabout LRIP Agreement

We were successful in our efforts to get a grant in the amount of \$500,000 from the Local Road Improvement Program for our roundabout project. In order to receive the funds, we must execute the agreement and pass the accompanying resolution.

1947

Chisago County Request for Board Action

Meeting Date: May 18, 2022	Item Number: 2
Title of Item for Consideration: SP 013-623-010 Local Road Improvement Program Agreement	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: Awarded project on April 6, 2022	
Background: Chisago County Public Works was successful in obtaining funding in the amount of \$500,000 for the roundabout project from the State of MN Local Road Improvement Program (LRIP). 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 013-623-010 Local Road Improvement Program Agreement and resolution agreement. The following motion is suggested: <i>“Move to approve the SP 013-623-010 Local Road Improvement Program Agreement and resolution.”</i>	
Implications of Action: Approval will allow the County to receive \$500,000 in state funding Budget/Financial Implications: Approval will allow the County to receive \$500,000 in state funding Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies. 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 _____

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

**Chisago County Public Works
313 North Main Street
Room 400
Center City, MN 55012**

Contact: Joe Triplett, Director | County Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SP 013-623-010	\$500,000.00	\$2,067,605.05	December 31, 2025

3. Total Amount of LRIP Grant for all projects under this Agreement: \$500,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any:
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

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

Date: May 10, 2022

By: _____
Rick Greene, Chairman

Title: Chairman, Chisago County Board of Commissioners

Date: _____

By: _____
Christina L. Vollrath

Title: Clerk to the Board of Commissioners

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____
Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant (Acct 331)	\$500,000.00	Grant Funds:	
Other:		Roadway, curb and gutter, storm sewer	<u>\$500,000.00</u>
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$500,000.00	Subtotal	<u>\$500,000.00</u>
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds		Roadway, curb and gutter, storm sewer	\$2,067,605.05
Local Match	\$555,605.05		
Other:			
HSIP	\$1,512,000.00		
	\$		
	\$		
Subtotal	\$2,067,605.05	Subtotal	\$2,067,605.05
TOTAL FUNDS	\$2,567,605.05	TOTAL PROJECT COSTS	\$2,567,605.05

EXHIBIT B
PROJECT SCHEDULE

Award Date	April 6, 2022
Construction Start Date	June 8, 2022
Construction Substantial Complete Date	September 30, 2022
Contract Final Completion Date	December 31, 2025

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Chisago, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

[name of Public Entity grantee], a political
subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

PROPOSED TEMPORARY EASEMENT

A temporary easement lying over, under and across all that part of the following described property:

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 33 North, Range 20 West, and that part of the public highway as shown on the plat of Chicago Villas, all in Chisago County, Minnesota, described as follows:

Commencing at the Southeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 52 minutes 34 seconds West, assumed bearing along the South line of said Northeast Quarter of the Southeast Quarter, 650.06 feet; thence North 26 degrees 32 minutes 41 seconds East, 3.13 feet to the point of beginning of the parcel to be described at the intersection with a line bearing North 89 degrees 42 minutes 37 seconds West from the point of commencement; thence continuing North 26 degrees 32 minutes 41 seconds East, 239.40 feet; thence North 66 degrees 16 minutes 25 seconds West, a distance of 421.58 feet; thence North 35 degrees 55 minutes 34 seconds East to the center line of Chicago Boulevard (also known as County Road No. 83); thence Northwesterly, along said center line to the North line of said Northeast Quarter of the Southeast Quarter; thence Westerly along said North line, to the center line of Lofton Avenue (also known as County State Aid Highway No. 24); thence Southwesterly along said center line to the East line of Lots 79, 80 and 81, Chicago Villas; thence Southerly, along said East line to its intersection with a line bearing North 89 degrees 42 minutes 37 seconds West from the point of beginning; thence South 89 degrees 42 minutes 37 seconds East to the point of beginning; and

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 33 North, Range 20 West, and that part of Lot 83 of Chicago Villas, all in Chisago County, Minnesota, described as follows:

Commencing at the Southeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 52 minutes 34 seconds West, assumed bearing along the South line of said Northeast Quarter of the Southeast Quarter, 650.06 feet to the point of beginning; thence continuing South 89 degrees 52 minutes 34 seconds West, along said South line and along its Westerly extension, 714 feet, more or less, to the center line of existing Lofton Avenue (also known as County State Aid Highway No. 24); thence Northerly, along said center line 6 feet, more or less, to its intersection with a line bearing North 89 degrees 42 minutes 37 seconds West from the point of commencement; thence South 89 degrees 42 minutes 37 seconds East, 714 feet, more or less, to its intersection with a line bearing North 26 degrees 32 minutes 41 seconds East from the point of beginning; thence South 26 degrees 32 minutes 41 seconds West, 315 feet to the point of beginning.

Lying northerly, northwesterly and northeasterly of the following described line:

Commencing at the northeast corner of the Southeast Quarter of said Section 18; thence on an assumed bearing of South 89 degrees 14 minutes 42 seconds West, along the north line of said Southeast Quarter a distance of 855.83 feet; thence South 00 degrees 45 minutes 18 seconds East, a distance of 153.77 feet; thence South 43 degrees 14 minutes 31 seconds East, a distance of 100.00 feet, to the easterly right of way line of CSAH No. 24 as delineated on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 10 and to the point of beginning. Thence continuing South 43 degrees 14 minutes 31 seconds East, a distance of 5.00 feet; thence northeasterly, a distance of 69.03 feet, along a noncircular curve, concave to the northwest, having a radius of 771.20 feet, a central angle of 05 degrees 07 minutes 41 seconds and a chord bearing of North 44 degrees 11 minutes 36 seconds East; thence South 48 degrees 22 minutes 13 seconds East, not tangent to said curve, a distance of 21.00 feet; thence northeasterly, a distance of 82.93 feet, along a noncircular curve, concave to the northwest, having a central angle of 05 degrees 59 minutes 53 seconds and a chord bearing of North 38 degrees 37 minutes 51 seconds East; thence South 63 degrees 17 minutes 54 seconds East, not tangent to said curve, a distance of 227.82 feet; thence South 59 degrees 03 minutes 22 seconds East, a distance of 23.82 feet, to the southeasterly line of the above described property and there terminating.

Together with:

A 36.00 foot wide temporary easement lying over, under and across the above described property. The west line of said easement is described as follows:

Commencing at the point of beginning of the above described temporary easement; thence southwesterly, along said easterly right of way line, a distance of 72.85 feet, along a curve, concave to the northwest, having a radius of 768.20 feet and a central angle of 05 degrees 27 minutes 01 seconds; thence South 52 degrees 12 minutes 29 seconds West, along said easterly right of way line, a distance of 267.84 feet; thence southwesterly, a distance of 294.93 feet, along said easterly right of way line, along a tangential curve, concave to the southeast, having a radius of 668.20 feet and a central angle of 25 degrees 21 minutes 34 seconds, to the point of beginning; thence continuing, southwesterly, along the southwesterly extension of the last described curve and along said easterly right of way line, a distance of 294.12 feet and there terminating.

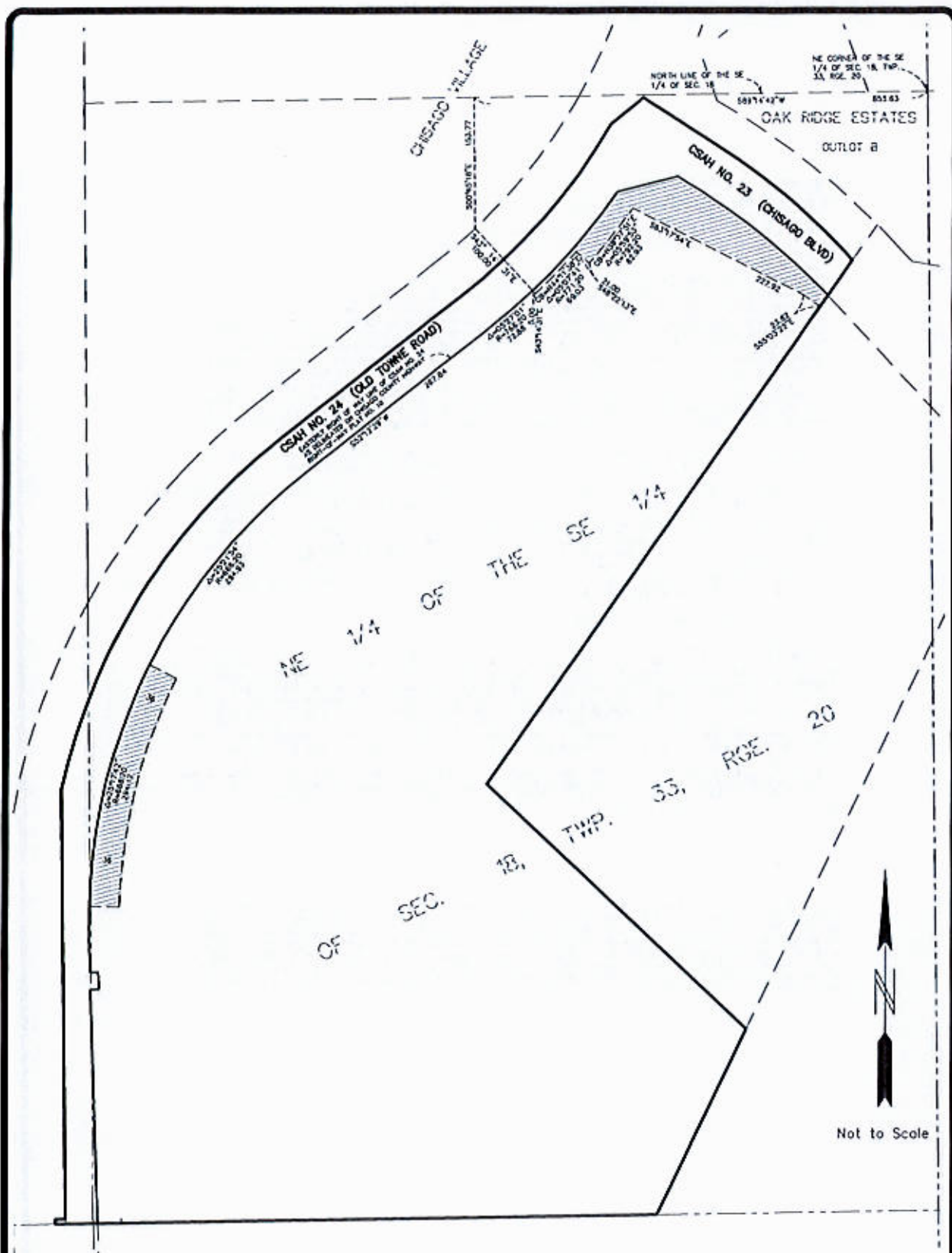
* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the herein described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
1 of 2

PIONEERengineering
2422 Emerson Drive
Mendota Heights, MN 55120
(651) 681-9914
Fax: 651-215-1151
www.pioneereng.com

Cad File: 12100-0001
Date: 4-14-2021
Folder #: 8628
Drawn by: BJM

Description Sketch for:
KIMLEY-HORN



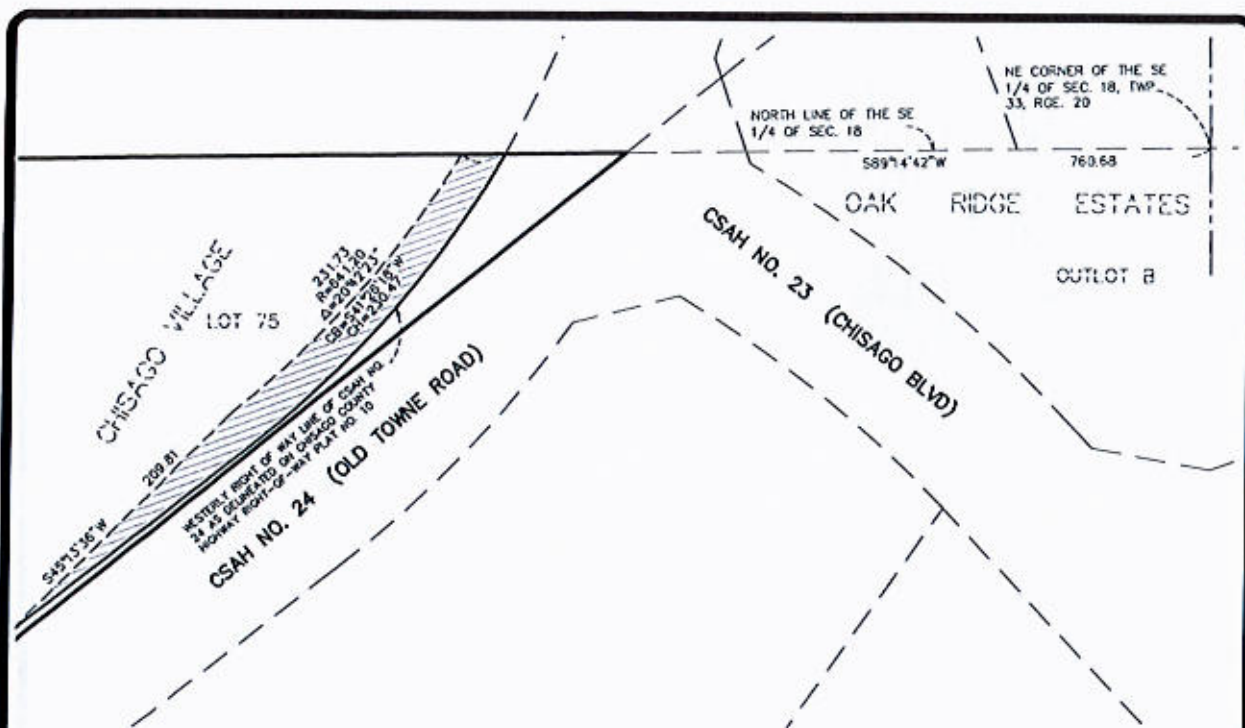
* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
2 of 2

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
(651) 681-1914
2422 Enterprise Drive
Menasha Heights, MN 55120
Fax: 651-9188
www.pioneereng.com

Cad File: 111060-PARCEL
2-fig
Date: 4/14/2021
Folder #: 8628
Drawn by: BJM

Description Sketch for:
KIMLEY-HORN



PROPOSED TEMPORARY EASEMENT

A temporary easement lying over, under and across all that part of the following described property:

Lot 75, CHISAGO VILLAGE, according to the recorded plat thereof, Chisago County, Minnesota.

Lying northwesterly of the westerly right of way line of CSAH No. 24 as delineated on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 10 and lying southeasterly of the following described line:

Commencing at the northeast corner of the Southeast Quarter of Section 18, Township 33, Range 20, said Chisago County; thence on an assumed bearing of South 89 degrees 14 minutes 42 seconds West, along the north line of said Southeast Quarter, a distance of 760.68 feet, to the point of beginning of the line to be described; thence southwesterly, a distance of 231.73 feet, along a nontangential curve, concave to the northwest, having a radius of 641.20 feet, a central angle of 20 degrees 42 minutes 23 seconds and a chord bearing of South 41 degrees 26 minutes 18 seconds West; thence South 45 degrees 13 minutes 36 seconds West, a distance of 209.81 feet, to said westerly right of way line and there terminating.

Not to Scale

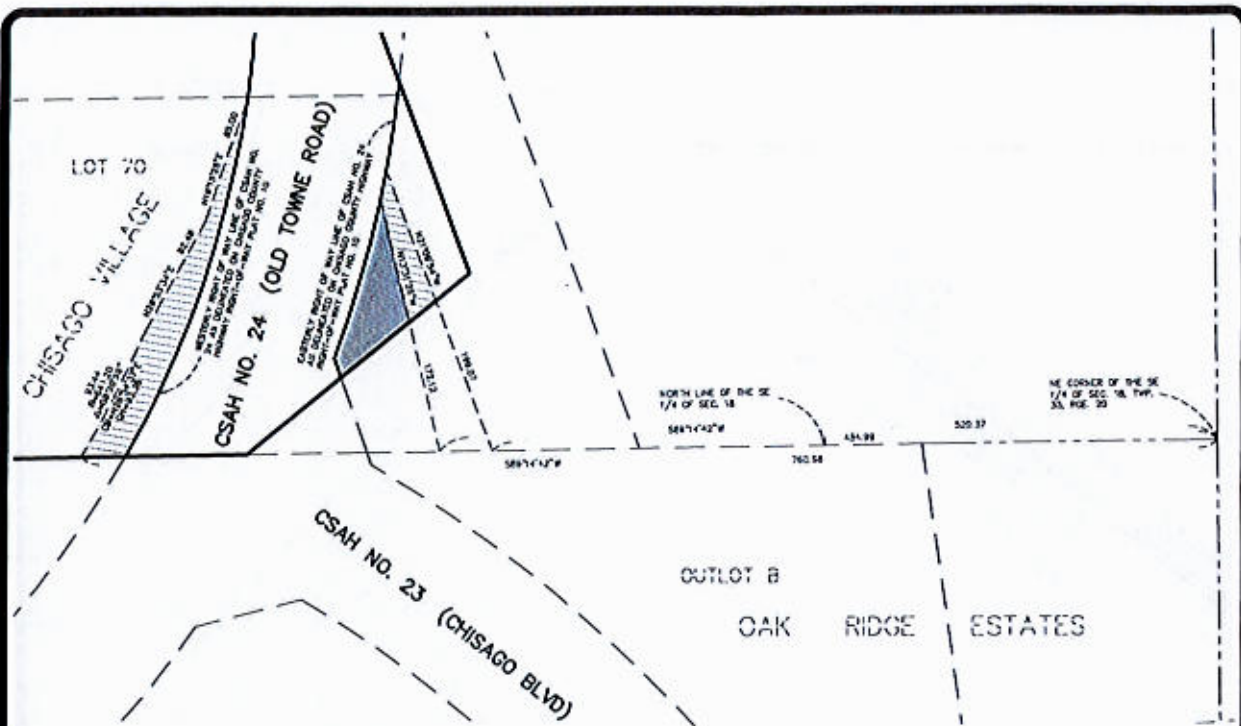
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Sheet
1 of 1

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(651) 651-1914
Fax: 651-9188
www.pioneereng.com

Cad File: 121069-PARCEL
3.dwg
Date: 4/14/2021
Folder #: 8628
Drawn by: BJM

Description Sketch for:
KIMLEY-HORN



PROPOSED PERMANENT EASEMENT

An easement lying over, under and across all that part of the following described property:

Lot 63, 64, 69 and 70, CHISAGO VILLAGE, according to the recorded plat thereof, Chisago County, Minnesota.

Lying easterly of the easterly right of way line of CSAH No. 24 as delineated on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 10 and lying westerly of the following described line:

Commencing at the northeast corner of the Southeast Quarter of Section 18, Township 33, Range 20, said Chisago County; thence on an assumed bearing of South 89 degrees 14 minutes 42 seconds West, along the north line of said Southeast Quarter, a distance of 520.37 feet, to the point of beginning of the line to be described; thence North 13 degrees 31 minutes 25 seconds West, a distance of 172.12 feet, to said easterly right of way line and there terminating.

PROPOSED TEMPORARY EASEMENT

A temporary easement lying over, under and across all that part of the following described property:

Lot 63, 64, 69 and 70, CHISAGO VILLAGE, according to the recorded plat thereof, Chisago County, Minnesota.

Lying easterly of the easterly right of way line of CSAH No. 24 as delineated on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 10 and lying westerly of the following described line:

Commencing at the northeast corner of the Southeast Quarter of Section 18, Township 33, Range 20, said Chisago County; thence on an assumed bearing of South 89 degrees 14 minutes 42 seconds West, along the north line of said Southeast Quarter, a distance of 484.99 feet, to the point of beginning of the line to be described; thence North 21 degrees 09 minutes 54 seconds West, a distance of 199.07 feet, to said easterly right of way line and there terminating.

Together with:

A temporary easement lying over, under and across all that part of the above described property:

Lying westerly of the westerly right of way line of CSAH No. 24 as delineated on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 10 and lying easterly of the following described line:

Commencing at the northeast corner of the Southeast Quarter of Section 18, Township 33, Range 20, said Chisago County; thence on an assumed bearing of South 89 degrees 14 minutes 42 seconds West, along the north line of said Southeast Quarter, a distance of 760.68 feet, to the point of beginning of the line to be described; thence northeasterly, a distance of 93.44 feet, along a nontangential curve, concave to the west, having a radius of 641.20 feet, a central angle of 08 degrees 20 minutes 59 seconds and a chord bearing of North 26 degrees 54 minutes 37 seconds East; thence North 28 degrees 53 minutes 34 seconds East, not tangent to said curve, a distance of 82.48 feet; thence North 19 degrees 15 minutes 25 seconds East, a distance of 85.00 feet to said westerly right of way line and there terminating.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
1 of 1

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Cad File: 111060-PARCEL
1.dwg
Date: 4/14/2021
Folder #: 8628
Drawn by: BJM

Description Sketch for:
KIMLEY-HORN

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

A. Applicant Information		
1. Name (First & Last): Joe Triplett	2. Phone Number: 651.213.8708	
3. E-mail: joe.triplett@chisagocounty.us	4. Agency Type: County	
5. Agency Name: Chisago County		
6. Street Address: 313 N. Main Street Suite 400		
7. City: Center City	8. State: MN	9. Zip Code: 55012
10. Sponsoring County and County Engineer name (required if applicant is small city or township)		

B. Project Location	
1. MnDOT District: Metro	2. County: Chisago
3. City: Chisago City	4. Township: Chisago Lakes
5. Name of Road: CSAH 23 (Lofton Ave) & CSAH 24 (Old Towne Rd)	6. Type of Road: County State Aid Highway
7. Road Authority Type (which agency owns and has jurisdiction of the road): County	
8. Project Termini: From 1800' South of CSAH 23 (Chisago Blvd)	9. To: 276th St

C. Project Description
1. Type of Project. Reconstruction
2. Select the LRIP Account requested for funding. Rural Road Safety
3. Provide a summary of the proposed project and the transportation deficiencies that will be eliminated, including a description of operational and general safety benefits of the project. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under Section D3. This project is located in the vicinity of the three-legged intersection of CSAH 23 and CSAH 24, located in Chisago City, Chisago County. The intersection is controlled by a side-street stop-control on the east leg, designated as CSAH 23 (Chisago Blvd). The north-south legs have roadway designations of CSAH 23 (Lofton Ave) on the south leg, and CSAH 24 (Old Towne Rd) on the north leg. A series of horizontal reverse curves encompass the project extents on the north-south roadways. This movement is posted at 50 mph; however, the southernmost curve has an advisory speed of 40 mph. The three-legged intersection itself is situated in the middle of the northernmost curve. CSAH 23 and 24 are each classified as major collectors. CSAH 23 specifically serves as a reliever of US TH 8 south of the Chisago Chain of Lakes, which is demonstrated by the intersection's predominant traffic movements being the north-to-west right turn, and east-to-south left turn. As the current high levels of congestion on US TH 8 continue to increase beyond capacity of the facility, developing a stronger a reliever system to pull trips off the TH route will have a positive system-wide impact. This area has seen a high frequency, and more notably, severity of crashes. This can be attributed to two primary factors; the poor sight lines to the CSAH 23/24 intersection on a curve and the horizontal and vertical curvature of CSAH 23 south of this intersection. This project will seek to fix these safety deficiencies by constructing a roundabout at the CSAH 23/24 intersection, as well as flattening the horizontal and vertical curvature on CSAH 23 south of the intersection.

D. LRIP Account Considerations and Eligibility

D1. Trunk Highway Corridor Account Considerations and Eligibility

1. Describe the state trunk highway project and how the local road(s) will be impacted by the trunk highway project. Funds from this account are for local road improvements impacted by trunk highway projects where local agencies have cost responsibility. It is not intended to be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that require local cost sharing per MnDOT's Cost Participation Policy.

N/A

D2. Routes of Regional Significance Account Considerations and Eligibility

1. For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

- | | |
|---|--|
| ☐ Farm to Market route | ☐ Part of a 10-ton route network |
| ☐ Part of an economic development plan | ☐ Connect to regional tourist destination |
| ☐ Provides capacity or congestion relief to a parallel trunk highway system or county road | ☐ Is a connection to the regional system, trunk highway, or a county road |

2. Describe the number of persons and potential multiple local agencies that will be positively impacted by the project and how they will benefit.

N/A

D2. Routes of Regional Significance Account Considerations and Eligibility

3. Describe the project contribution to the local, regional or state economy, and economic development or redevelopment efforts.

N/A

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

1. Is this project on a County State Aid Highway? Yes

2. Is this project or components of this project identified in a County Road Safety Plan? Yes

In the October 2020 update of the CRSP, the segment of CSAH 23 from TH 8 to the CSAH 23/24 intersection was listed as a "High Priority Rural Segment." The intersection of CSAH 23/24 fell just short of the requirements to be listed as a "High Priority Rural Intersection."

3. Identify the appropriate focus area that your project/safety strategy aligns with in the [Minnesota Strategic Highway Safety Plan](#). Lane Departure

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

4. Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

This project will seek to address the most prevalent crash types; failure to negotiate the reverse curves and intersection related crashes (rear-end and left-turn).

As reported into the MnCMAT system, our project area has seen 19 total crashes, with 15 of these crashes occurring on the north-south stretch of CSAH 23/24 during the time period from 2011 through 2020. Of these 15 crashes, 11 crashes are attributed to motorists losing control of their vehicle negotiating the reverse curves in the vicinity of the intersection. While there were no fatalities, 3 of these crashes were Type A "Serious Injury" type crashes, resulting in a critical crash rate far exceeding the Statewide rate for a similar rural 2-lane roadway (17.13 vs. 10.41). The observed segment crash rate is above the Statewide average, but does not exceed the critical rate (0.86 vs. 1.06). This statistical analysis reliably demonstrates this segment of roadway as being hazardous.

The majority of these segment crashes occur for northbound traffic on the southernmost curve of the series of reverse curves. The crashes can be attributed primarily to the substandard horizontal and vertical curvature on this curve. The posted speed of this roadway is 50 mph; however, this southernmost curve has a substandard radius and is signed for 40 mph advisory speed. Chevrons are utilized to direct motorists to the curve right. But, because of the vertical curvature of the roadway, only the beginning of the horizontal curve can be seen. A tree line off the northbound shoulder also minimizes the line of sight to the roadway's curvature.

The crashes seen at the intersection are rear-end and left-turn related. With the intersection being on a curve, motorists are challenged with trying to navigate the roadway's curvature, while also processing turning movements occurring at the intersection.

5. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

This project will flatten the first curve in the northbound direction of CSAH 23 to meet a 50 mph design speed. The flattening of this curve will work in partnership with a reduction in the vertical crest curve in this area. The flattening of this curve will in essence widen into the northbound or east side of CSAH 23, resulting in expanded clearing limits to the tree line, providing greater line of sight to the horizontal curve. Additional tree clearing will occur to ensure stopping sight distance is achieved over the entirety of the northbound movement. The steep in-slope on the inside of this curve will continue to be protected with guardrail.

Regarding the intersection-related crashes, MnDOT's 2017 Report "A Study of the Traffic Safety at Roundabouts in Minnesota," found an 83% reduction in the serious crash rate at intersections where roundabouts have been installed. The roundabout's geometric elements will be designed to control speed and angle of crashes, which are the primary reasons why roundabouts provide reductions in severity of crashes. Other safety features of the roundabout construction will include intersection illumination, signing, and striping, all of which are consistent with the Chisago CRSP.

In the Chisago County's 2018 Highway Safety Improvement Program (HSIP) Application for this project, The Desktop Reference for Crash Reduction Factors (Federal Highway Administration Report No. FHWA-SA-08-011) was used to identify appropriate Crash Reduction Factors for the proposed improvements outlined above. For the conversion of the stop-controlled intersection to a roundabout, and the flattening of the horizontal curve on CSAH 23, a Benefit/Cost ratio of 3.96 was calculated due to the reduction in personal injury and property damage crashes.

E. Project Readiness and Ability to Maintain

1. Estimated Construction Year: 2022

2. Are there railroad impacts (RR xing or RR tracks within 600' of the project)? No RR xings or tracks within 600'

3. What is the status of the engineering and design work on the project? Design in progress

A geometric layout (30% design) was completed in Fall 2020. Preliminary design (60%) will be completed by March 2021.

4. Has this project been selected for federal funding, and if so what year in the STIP? Yes
2022

5. Is right of way acquisition required? If so, describe the status of these efforts. ROW acquisition underway

Permanent Right-of-Way is needed from one parcel. The remaining Right-of-Way needed to construct the project is temporary easements from four parcels.

6. Describe the local agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion.

Three roundabouts have been constructed in Chisago County over the past 5 years. While all of these roundabouts are located on MnDOT's TH system, Chisago County has the necessary maintenance fleet and even participates in the clearing of snow at these roundabouts. Chisago County has the forces and skills to maintain the pavement, curb and gutter, signing, and striping associated with roundabout intersections.

F. Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized and/or transit users on this project.

The improvements will feature a 10'-wide separated trail facility outside of the circulatory roadway of the roundabout. This, along with crosswalks through the roundabout's splitter islands, will facilitate pedestrian movement around the intersection. Bike ramps from the six to eight-foot paved shoulders will be provided to accommodate cyclists who may not feel comfortable traversing the roundabout in the same manner as motorized vehicles.

G. Estimated Project Cost

Source of Funding

1. LRIP Request: \$ 500,000.00
2. Federal Funds: \$ 1,512,000.00
3. State Aid Funds: \$ 488,000.00
4. Local/Other Funds: \$ 0.00
5. MnDOT Trunk Highway Funds: \$ 0.00
6. Total Project Cost: \$ 2,500,000.00

H. Attachments

- ☒ At least one project location map with routes and project termini labeled
- ☒ Engineer's Estimate with an itemized breakdown
- ☒ Project schedule
- ☒ Local agency resolution
- ☐ Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified above in section "Project Selection" (required for applications by townships and cities under 5,000 population)
- ☐ Other letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.pdf.

The application and attachments are due by 4:00 p.m. on **March 3, 2021**. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us. Please limit the file size transmitted via email to no more than 10 MB. State Aid will send a reply acknowledging receipt of the application. If you haven't received a reply from State Aid within a few days of submittal, send an email to saltirhelp.dot@state.mn.us to inquire about the status of the application.

More information is available at:

- LRIP website at: <http://www.dot.state.mn.us/stateaid/lrip.html>.
- PowerPoint on LRIP at: <http://www.dot.state.mn.us/stateaid/training/lrip.pptx>

If you have questions regarding this solicitation, contact Marc Briesse at 651-366-3802 or marc.briesse@state.mn.us.

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**Exhibit E for Grant Agreement to State Transportation Fund
Local Road Improvement Program
Grant Terms and Conditions
SP 013-623-010**

Date

WHEREAS, Chisago County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$500,000 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Chisago County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

EXHIBIT F
GENERAL TERMS AND CONDITIONS FOR
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I
DEFINITIONS

Section 1.01 Defined Terms. The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as Exhibit C, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LRIP Grant" - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LRIP" - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LRIP Grant" - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

"Public Entity" - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 Grant of Monies. MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as Exhibit A, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 Condition Precedent to Any Advance. The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 Processing and Disbursement of Advances. The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 Construction Inspections. The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 Insurance. If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 Entire Agreement. The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 Telecommunications Certification. If federal funds are included in Exhibit A, 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.

Section 5.26 Title VI/Non-discrimination Assurances. Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0518-XX
EXHIBIT E FOR GRANT AGREEMENT TO STATE TRANSPORTATION FUND LOCAL
ROAD IMPROVEMENT PROGRAM
GRANT TERMS AND CONDITIONS SP 013-623-010

WHEREAS, Chisago County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$500,000 by reason of the lowest responsible bid;

NOW THEREFORE, BE IT RESOLVED that Chisago County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

IN FAVOR THEREOF:
OPPOSED:

Whereupon the proclamation was declared duly _____.

Approved: May 18, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, May 04, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, May 04, 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 agenda. Motion seconded by Dunne, 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 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 1-4 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

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

On motion by DuBose, seconded by Dunne, the Board moved to approve the Consent Agenda, without item #6. 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 – VSO Operational Enhancement Grant Program

RESOLUTION NO: 22/0504-1
VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT
PROGRAM GRANT AGREEMENT

BE IT RESOLVED by the Chisago County Board of Commissioners that the County enter into the attached Grant Contract with the Minnesota Department of Veteran's Affairs to conduct the following program: **COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM**. The grant must be used to provide outreach to the County's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the County veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2. This Grant should not be used to supplant or reduce other funding.

BE IT FURTHER RESOLVED by Chisago County that Bryan Brown, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

- 4.) IIHS Committee Recommendation – SHIP Grant Agreement – Women's Enviro. Institute
- 5.) 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.
- 7.) Applications for Abatements (reduction) of Property Taxes
- 8.) Conveyance of Tax Forfeited Land to Nessel Twp. pursuant to M.S. 282.01, subd. 1a.

RESOLUTION NO. 22/0504-2
CONVEYANCE OF TAX FORFEITED LAND TO NESSEL TOWNSHIP
PURSUANT TO M.S. 282.01, SUBD. 1A.

WHEREAS, Nessel has submitted a request for tax forfeited parcel 06.00303.00 to be conveyed to the Township for an authorized public purpose under M.S. 282.01, subdivision 1a, paragraph (f),

WHEREAS, M.S. 282.01, subdivision 1a, paragraph (f) authorizes conveyance, with County Board approval, of tax forfeited land to a local government subdivision if they certify to the Board that prior to forfeiture the government subdivision was entitled to the parcel under a written development agreement.

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners approve the conveyance of tax forfeited parcel 06.00303.00 for an authorized public use to Nessel Township pursuant to M.S. 282.01, subdivision 1a, paragraph (f).

On motion by DuBose, seconded by Dunne, the Board moved to amend the April 20th 2022 minutes . 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 State of Minnesota Financial Crimes Task Force Joint Powers Agreement. 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 hold a public hearing on June 18, 2022 to consider revisions to the Business Subsidy Policy and Criteria. 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 adopt the resolution establishing the Absentee Ballot Board for 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

**RESOLUTION NO. 22/0504-3
ESTABLISHING AN ABSENTEE BALLOT BOARD**

WHEREAS, Chisago County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective June 24, 2022; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Chisago County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Chisago County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

On motion by Dunne, seconded by Montzka, the Board moved to direct the County Auditor to appoint two eligible voters of the county to serve on the Chisago County Canvassing Board for the 2022 State Primary and General Elections pursuant to M.S. 204C.31, and to set August 12, 2022 and November 18, 2022 each at 10 a.m. as the County Canvassing Board

Meetings for the 2022 Elections. 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 direct staff to work with MnCCC to bring back a contract for Tyler Technologies tax and CAMA software and to notify MnCCC that we will not be upgrading with Aumentum Technologies. 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 2022 Minnesota Native Landscape Service Contract for LID treatment of Invasive Phragmites. 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 agreement by and between Chisago County and Lakes Aquatic Weed Removal in support of the Chisago Lakes Lake Improvement District 2022 North Center to North Lindstrom Channel maintenance project as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to approve the State of Minnesota – Minnesota Department of Agriculture Cooperative Agreement for Waste Pesticide Collection. 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 Professional/Technical Services contract Between Chisago County and Toltz, King, Duvall, Anderson and Associates, Inc. for HHW Recycling Yard Site and Facility Improvement Plan, Bid, and Construction Services. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the amended contract with Pictometry. 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.*

Pursuant to Minnesota Statute 13D.05, the County Board of Commissioners, by majority vote in a public meeting, decide to hold a closed meeting if the closure is expressly authorized by statute. Minnesota Statute §13D.05, Subd. 3 permits a meeting to be closed subject to a discussion with legal counsel which is protected by attorney-client privilege. The Board of Commissioners will discuss legal strategy related to litigation: Michelle Jacobson v. County of Chisago (MN) and Richard Duncan, both individually and in his official capacity as Sheriff of Chisago County (MN)

On motion by DuBose, seconded by Dunne, the Board moved to hold a closed session to discuss legal strategy related to litigation: Michelle Jacobson v. County of Chisago (MN) and Richard Duncan, both individually and in his official capacity as Sheriff of Chisago County (MN). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

The Board closed the meeting at 7:10 p.m.

The re-convened the Chisago County Board meeting at 7:37 p.m.

On motion by Montzka, seconded by Dunne, the Board adjourned the meeting at 7:37 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**

May 18, 2022

TAB # 4

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid 5/19/2022 \$470,867.16

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
5/13/2022	\$5,476.08		County's Warrants
5/13/2022	\$59,155.65	05/18/2022	Auditor's Warrants

Lake Area Bank; Matthew Beckman; Sheriff; registration; \$1,810.30
Lake Area Bank; Jon Eckel; Enterprise Services; supplies; \$240.83
Lake Area Bank; Jonathan Gray; Sheriff; registration; \$449.36
Lake Area Bank; Andrew Mahowald; Sheriff; supplies; \$90.28
Lake Area Bank; Daryl Moeller; Assessor; registration; \$376.00
Lake Area Bank; Kyle Puelston; Sheriff; supplies; \$1,055.03
Lake Area Bank; Janet Reiter; Attorney; registration; \$509.83
Lake Area Bank; Kurt Schneider; Environmental Services; registration; \$345.00
Lake Area Bank; Scott Sellman; Emergency Mgmt.; supplies; \$45.86
Lake Area Bank; Barbara Shimmon; Public Works; registration; \$184.36
Lake Area Bank; Alicia Stovern; Sheriff; registration; \$125.00
Lake Area Bank; Jake Thompson; Enterprise Services; supplies; \$298.20
Lake Area Bank; Joseph Triplett; Public Works; registration; \$122.50
Lake Area Bank; Dennis Wilton; Enterprise Services; registration; \$422.99
Lake Area Bank; Tracy Krona; HHS; registration; \$2,284.40

Chisago County Request for Board Action

Meeting Date: May 18, 2022	Item Number: 5
Title of Item for Consideration: Applications for Abatements (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	Department: Auditor/Treasurer
Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.	
Background: The applications are for the abatement (reduction) of property tax for tax payable in 2022. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement; - Jason Ellsworth – 16.00500.00 - Justin Kjellberg – 18.00016.22 - David Freemore – 21.10769.00 - Heidi Wilhite – 13.10859.00	
Attachment(s): Applications for Abatement (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows: <i>“Move to approve the applications of abatement of taxes for the following tax parcels; 16.00500.00, 18.00016.22, 21.10769.00 and 13.10859.00.”</i>	
Implications of Action: By approving the applications, the property owners will be paying the appropriate property tax in 2022. Budget/Financial Implications: Minimal impact on the County finances and budget. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



CHISAGO COUNTY
BOARD OF COMMISSIONERS
May 18, 2022

TAB # 6

*Renewal of Liquor, Wine, Club or 3.2% Licenses
Period – June 6, 2022 to June 30, 2023*

- Wild River Bar and Grill – Barbara Hagberg
- Full Moon – DRK, Inc.
- Flickabird's – DH Entertainment Inc.
- Rush Point Store – Rush Point Store LLC
- The Grumpy Minnow – The Grumpy Minnow LLC
- Local Bar and Lounge – Local Bar and Lounge LLP
- North Folk Winery – Stacy Winery LLC
- Wild Mountain Winery – Wild Mountain Winery Inc.
- Wild Mountain – Wild Mountain Inc.

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

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 7
Title of Item for Consideration: Authorization to Transfer Funds and to Approve Annual Carryover of Dedicated Funds	
Action Requested by: Bridgitte Konrad	Department: Chisago County Auditor-Treasurer
Previous Action on this Matter: None.	
Background: On March 2, 2022, a request was made to transfer \$195,063 of unused 2021 CIP Funds from the Capital Projects Fund (12) to the General Revenue Fund (01). This request was made in error and the funds should be transferred back to Fund 12 and then carried over to the 2022 CIP budget, in accordance with the Board Approved 2022 CIP Plan. Attachment(s): Budget Adjustment Request (Transfer request below)	
Action Requested/Recommended: The County Board is respectfully requested to approve the transfer and 2022 budget adjustment. The following motion is recommended; <i>“Move to approve the transfer of \$195,063 of unused 2021 CIP Funds from the Capital Projects Fund (12) to the General Revenue Fund (01).”</i>	
Implications of Action: If the transfers and budget adjustments are approved our financial reporting requirements will be adhered to. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Fund From	Fund to	Reason	Amount
Revenue	Capital Equipment Fund	Transfer of unused 2021 CIP Funds from General Revenue back to Capital Equipment Fund that were transferred 12/31/21 in error	\$195,063.00

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 8
Title of Item for Consideration: 2022A Refunding Debt Budget Adjustment	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: The Board approved the resolution to authorize the issuance and sale of the 2022A General Obligation Refunding Bonds at the December 15, 2021 meeting.	
Background: A budget adjustment is needed to adjust the budget for additional bond proceeds received and principal retirement as a result of the issuance of the 2022A bonds.	
Attachment(s): Budget Adjustment Request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a budget adjustment which is needed to adjust the budget for the additional bond proceeds received and principal retirement as a result of the issuance of the 2022A bonds. The following motions is recommended;	
<i>"Move to approve a budget adjustment which is needed to adjust the budget for the additional bond proceeds received and principal retirement as a result of the issuance of the 2022A bonds."</i>	
Implications of Action: If the budget adjustments are approved, our financial reporting requirements will be adhered to.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____



Midwest Medical Examiner's Office

14341 Rhinestone Street NW, Ramsey, MN 55303

Phone: 763-324-4400 ♦ Fax: 763-324-1042

A. Quinn Strobl M.D. Chief Medical Examiner

Anne Bracey M.D. ♦ Rebecca Asch-Kendrick M.D. ♦ Kendra Palmer M.D.



04/01/2022

Dear Members of the Board,

The Midwest Medical Examiner's Office wishes to thank you for taking the time to review our annual report. As of 2022, the Midwest Medical Examiner's Office acts as the appointed medical examiner for thirty-two counties across Minnesota and recently contracted to provide autopsy services for the FBI in tribal regions as part of the FBI Indian County Special Jurisdiction Unit (ICSJU) in Minnesota.

While the office has grown, the professional services in your local community and mission to provide scientific, consistent, and compassionate death investigative services will remain the same.

In 2021, the Midwest Medical Examiner's Office implemented a new record management platform that streamlined workflows and operations. The same platform includes your community's death statistics for annual reports, which is why data for the year may look different compared to previous years.

As technology changes, the Midwest Medical Examiner's Office will continue to monitor industry standards, trends, and overall improvements that we can incorporate into the medical examiner system while still being fiscally responsible.

If you have any questions or want additional data after reviewing the annual report, please do not hesitate to contact us directly.

Sincerely,

A. Quinn Strobl

A. Quinn Strobl, MD
Chief Medical Examiner

Shane Sheets

Shane Sheets, MBA
Director

Chisago County

2021 Annual Report Midwest Medical Examiner's Office

The Midwest Medical Examiner's Office provides death investigative and consulting services that honor those who have died by providing scientific, consistent, and compassionate investigation into the circumstance of death.



Medical Examiner Cases

Jurisdiction	
Assumed	73
Declined	316
Total	389

Exam Type	
Complete	25
Partial	1
External	19
Medical Record Review	28
Bones/Tissue	0
Total	73

Manner of Death

Manner	
Homicide	4
Accident	36
Natural	26
Suicide	10
Undetermined	9

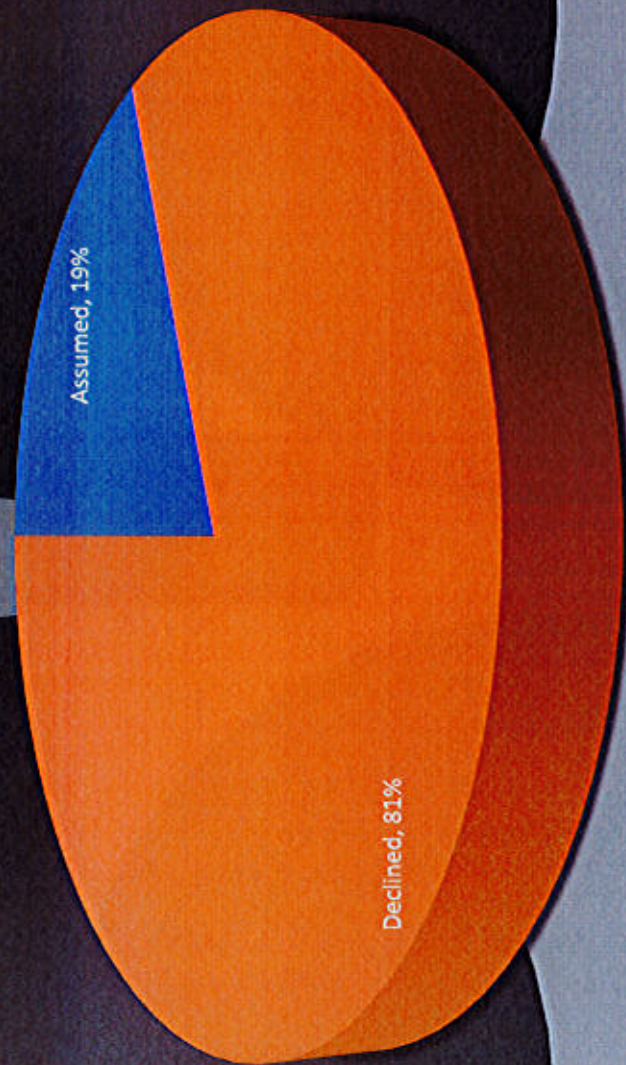
Accident Type

Accident - Subclassification		
Accident, NOS		0
Alcohol related		0
Asphyxia		1
Blunt force injuries		23
Drowning		0
Drugs/Substance Abuse		10
Electrocution/Lightning		0
Environmental exposure		1
Fire		1
Gunshot wounds		0
Sharp Force Injuries		0
Unsafe Sleep/Positional Asphyxia (Infant)		0

Blunt Force
Injuries in
Detail

Blunt Force Injuries		
Motor Vehicle Accident (MVA)		12
Non-Motor Vehicle Accident (Non-MVA)		11

Jurisdiction



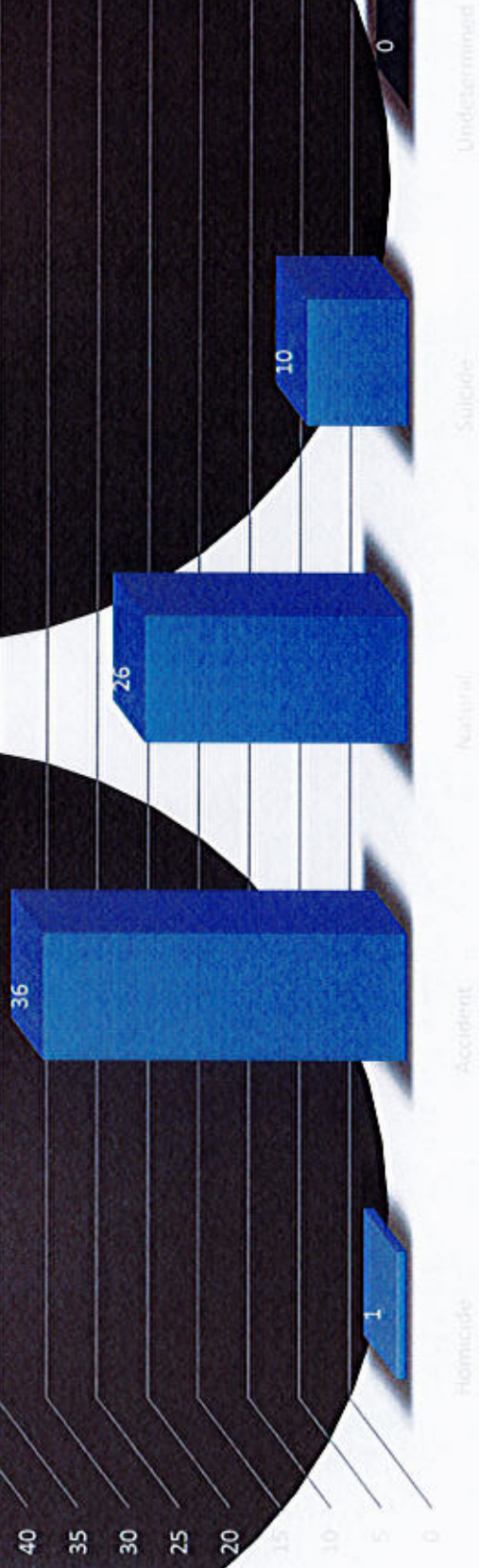
■ Assumed ■ Declined

Exam Type



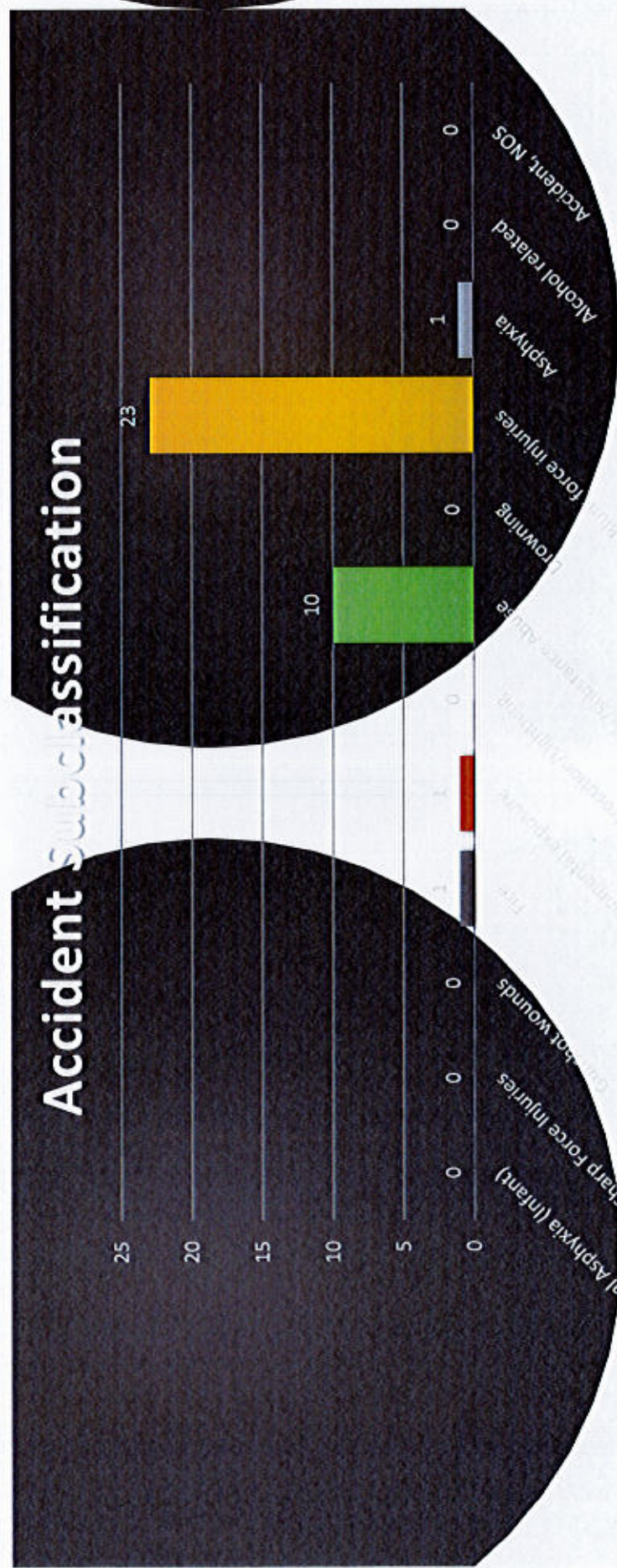
Bones/Tissue

Manner of Death



Accident Subclassification

Accident Type	Count
Sharp Force Injuries	1
Blunt Force Injuries	23
Asphyxia (Infant)	0
Asphyxia	10
Alcohol related	1
Accident, NOS	0



Blunt Force Injuries

12
10
8
6
4
2
0

12

MVA

11

Non-MVA

Contact Information

Midwest Medical Examiner's Office
14341 Rhinestone St NW
Ramsey, MN, 55303
(763) 324-4400

www.midwestmedicalexaminer.com





**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

TAB #10

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: May 11, 2022
Re: **May 18, 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 May 18, 2022, Board meeting.

Action Items:

1. Receive Directors Report
2. Kaminski Estates Preliminary Plat
3. Lupkes Major Home Occupation CUP
4. Arriola Bed and Breakfast Zoning Ordinance Text Amendment
5. 2022/23 Lower St. Croix Watershed Management Annual Work Plan
6. Parks CIP Sunrise Prairie Regional Trail Subgrade/Pavement Corrections Project
7. Parks Division Office Support Specialist Position (Discussed at May 11th Budget and Finance Meeting)
8. Receive Parks Annual Report

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for May 26, 2022 at 7:00 pm. at the Government Center. The Board will also meet on 25th, 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. Chris Bodell, property owner, is requesting a Variance to Zoning Ordinance Section 4.08.2, F., allowing a total of 3,048 square feet of accessory storage space in the Rural Residential II (RRII) District where the maximum amount of accessory storage space allowed is 2,000 square feet. The 5.23-acre property is located at 30737 Lofton Avenue, Chisago Lake Township, S31, T34, R20 (PID# 02.00848.40).
2. Bjorn Jacobsen, property owner, and Frank Henrikson, applicant, are requesting a Variance to Zoning Ordinance Section 5.15, allowing the construction of a single family dwelling and attached garage 97 feet from the centerline of Government Road / County Road 55 where the required minimum setback is 135 feet. The 109-acre property is zoned Agricultural (AG) District and located approximately ¼ mile south of 530th Street on the east side of Government Road / County Road 55, Rushseba Township, S11, T37, R21 (PID# 07.00224.10).
3. Robert Benjamin and Kari Mattson, property owners, are requesting a Variance to Zoning Ordinance Section 4.03, allowing the expansion of a non-conforming use in the Rural Village Center (RVC) District. The property owners wish to construct a new accessory structure (garage) and said structure would be accessory to a legal non-conforming use (single family dwelling). The .29-acre property is located at 15845 Wenell Avenue, Amador Township, S25, T35,

R20 (PID# 01.00368.00).

4. SP Farms LLC, property owner, represented by Sarah Storlie, is requesting a Variance to Subdivision Ordinance Section 4.03, B., allowing the creation of a 5-acre parcel from a 79.80-acre parcel in the Agricultural (AG) District with approximately 260 feet of frontage on a public street (Olinda Trail) where the required minimum frontage is 300 feet. The 79.80-acre property is generally located east of Olinda Trail, west of Olympic Trail and south of Chisago Boulevard, Franconia Township, S14, T33, R20 (PID# 04.00370.20).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, June 2, 2022, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on May 31st 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. 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 / CSA#120, Shafer Township, S23, T34, R19 (PID# 08.00251.35).
2. 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).
3. James Birkholz & Judith Erickson, property owners and owners of Pleasant Valley Orchard, are requesting a Conditional Use Permit (CUP) Amendment in 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).

General Department Informational Item(s):

Construction & permit activity with the new year includes April 2022 permit activity data provided as *attached*. Revenue associated with this land use and construction permit activity reached 35% of projected annual budget at \$285,691 as of May 6.

Parks unfortunately suffered damage in recent storm events. Unfortunately, one new ballfield dugout and a number of recently renovated shelter structures/roofs, fencing, tree and other general damage has been accounted and reported for MCIT claim purposes.

An increase in "Shipping Container" zoning enforcement complaints and activity has been brought to the attention of the Department. The use of shipping containers is not identified as permitted within the county zoning ordinance. Staff will be raising this specific trend for Planning Commission discussion and potential study pursuant to Section 4.01 of the Zoning Ordinance as noted below; should the Board have any preliminary policy direction for the Commission to consider please advise accordingly.

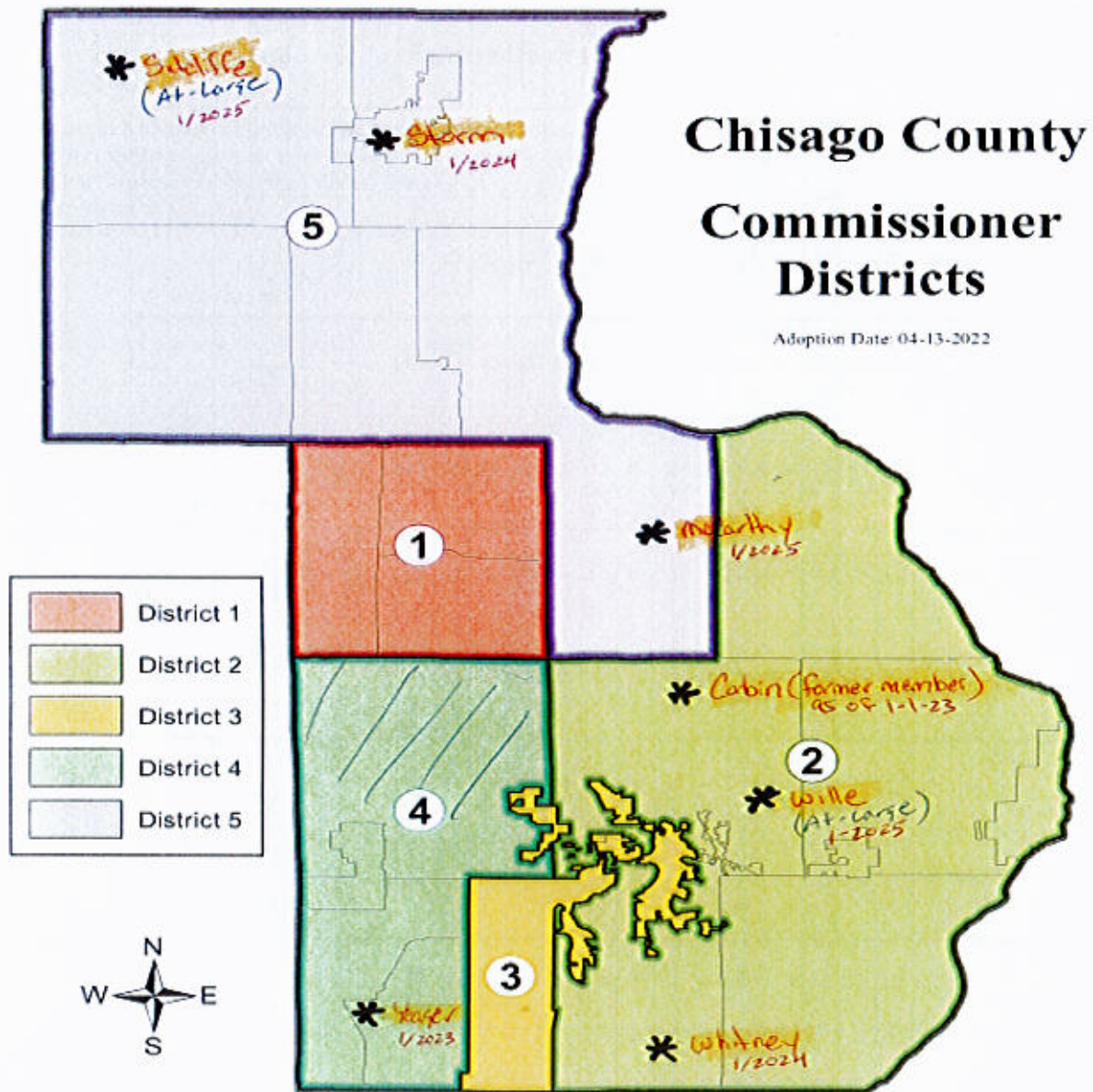
Zoning Ordinance Section 4.01 Scope and Interpretation

"Whenever in any zoning district a use is neither specifically permitted nor denied, the use shall be considered prohibited. In such case the County Board, Zoning Administrator, or the Planning Commission, on their own initiative or upon request, may conduct a study to determine whether or not the use is compatible within the County, and if found to be acceptable, initiate an amendment to the Zoning Ordinance to provide for the particular use."

A Planning Commission request for guidance from the County Board concerning **Zoning Ordinance, Section 8.03 A** concerning the terms & representative districts of appointed Commission Members is forthcoming from the Commission. Accompanying the request will be a requested Opinion from the County Attorneys Office concerning the applicability of related Statutory directives and the serving/completion of current terms of office.

Staff anticipates bringing the matter forward with full legal review/opinion on June 15th. Attached below is a rudimentary map denoting general residency location and term expiration date of current Planning Commission membership. Of note, the new 2023 Districts 1 and 3 do not currently include representation on the Planning Commission.

Planning Commission Residency Map



April 2022 / Building Report:

LOCATION	1. New Houses		2. Additions / Alterations Roofs/Decks /Wind. Foundations		3. Mechanical (gas conv. MH setup, mech/plumbing, woodstove, fireplace)		4. Accessory / pole bldg., Garage, shed, pool, fence, sign		5.6 Commercial New and Additions / alteration / mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD
Amador	0	1	0	3	0	1	0	2	0	0	0	0	0	0	1	2
Center City	0	0	0	2	0	3	0	0	0	0	0	0	0	0	0	0
Chisago City	1	5	1	15	0	18	0	1	0	1	0	0	0	1	4	6
Chisago Lake	2	7	0	17	0	11	0	3	0	0	0	0	0	0	5	9
City Shafer*	0	0	0	1	1	3	0	0	0	0	0	0	0	0	0	0
Fish Lake	2	3	0	7	1	4	1	4	0	0	0	0	0	0	3	3
Franconia	0	3	1	10	0	4	0	0	0	0	0	0	0	0	0	1
Harris	1	1	0	1	0	1	0	1	0	0	0	0	0	0	0	1
Lent*	0	0	0	1	0	4	0	0	0	0	0	0	0	0	1	1
Lindstrom	0	3	5	19	0	20	0	1	0	1	0	0	0	0	1	1
Nessel	0	0	2	4	0	5	1	2	0	0	0	0	0	1	3	6
Rush City	0	2	1	3	0	4	0	1	0	0	0	0	0	0	0	0
Rushseba	0	1	0	1	0	0	0	2	0	0	0	0	0	0	0	0
Shafer	0	3	1	2	0	4	0	0	0	0	0	0	0	0	2	4
Sunrise	0	2	1	3	0	4	0	2	0	0	0	0	0	0	2	5
TOTAL:	6	31	12	89	2	96	2	19	0	2	0	0	0	2	22	39
Year to Year Comparison	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD	Apr	YTD
2021	14	38	63	168	19	82	11	25	3	18	0	0	6	7	32	88
2020	14	28	62	131	17	75	7	12	2	7	0	0	1	4	71	92
2019	12	31	70	137	18	74	7	13	5	11	0	0	0	1	29	42
2018	10	30	45	94	19	44	4	8	4	13	0	0	1	2	26	47

* City of Shafer and Lent Township tracking began February 1st 2022

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
May 5, 2022 - DRAFT

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, May 5, 2022 at the Chisago County Government Center.

Staff Present: Beth Gervais, Land Services Coordinator; Kurt Schneider, Environmental Services Director; and Diane Sander, Support Specialist.

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

Approval of Agenda – Motion by John Sutcliffe to approve the agenda; second by Dave Whitney. The motion passed 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None.

Approval of Minutes – Motion by Frank Storm to approve the April 5, 2022 Special Work Session meeting minutes as presented; second by Dave Whitney. The motion passed 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None. **Motion** by Frank Storm to approve the April 7, 2022 meeting minutes as presented; second by Dave Whitney. The motion passed 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None. **Motion** by John Sutcliffe to approve the April 21, 2022 Special Work Session meeting minutes as presented; second by Kelly Corbin. The motion passed 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None.

Receive all Materials and Submittals into Record - Motion by Frank Storm to accept all materials and submittals into the record; second by Dave Whitney. The motion passed 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None. Materials distributed to the Planning Commission in advance of the meeting for their review included: staff reports with attachments. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications

Justin and Katie Lupkes – Coordinator Gervais provided a brief background on the request for Conditional Use Permit for Major Home Occupation allowing an accessory structure to be used for business purposes in the Rural Residential II (RRII) District. The property is located at 30761 Mattson Lane, Chisago Lake Township, S31, T34, R20, (PID #02.00853.10). Gervais explained that the site is in a unique area where it is surrounded by parcels mostly located in Chisago Lake Township with a few Chisago City parcels “sprinkled” into the area. The applicants’ application materials indicated that the proposed accessory structure will be 30’ x 40’ (1,200 sf); half of the structure will be used for a home décor business known as F.G. Restorations and half will be used for personal storage; the accessory structure will be used to store inventory for online sales and sales within showrooms located offsite; hours of operation will be 8:00 am – 8:00 pm; the business will not be open to the public; there will be no outdoor storage or display; the business will not generate excessive or continuous noise; the applicants will have one business vehicle and possibly one trailer, both of which will be parked inside the accessory structure; and, there will be no employees other than the property owners. The applicants are not proposing sanitation facilities in the accessory structure at this time; therefore, there is no need to upgrade the existing septic system.

The Technical Review Committee met with Katie Lupkes on April 13, 2022 and no concerns were identified with the Major Home Occupation. The Chisago Lake Town Board recommended approval with no conditions at their April 19, 2022 meeting. Katie Lupkes, applicant, was present and available to address questions and concerns. Chair Yeager asked Planning Commission members and the applicant for additional questions and comments. Lupkes indicated she would like to keep options open for future growth and have the opportunity to add one employee within the coming years. She indicated a lot of her items are advertised online and has repeat clients that schedule appointments for pick up directly from her instead of through showrooms. Planning Commission members inquired about the business, future employees, and concluded with a brief discussion if there was a difference between open to the public versus by appointment only. Chair Yeager opened the public hearing and sought comment.

With no additional person wishing to speak, ***motion*** by John Sutcliffe to close the public hearing; second by Frank Storm. The ***motion passed*** 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None. Chair Yeager asked Planning Commission members for additional comments. Planning Commission members discussed and modified recommended conditions #5 and #6. ***Motion*** by Frank Storm to adopt Resolution No. PC2022-0501 as presented with modified conditions #5 and #6, for a Conditional Use Permit allowing a Major Home Occupation at property located at 30761 Mattson Lane (PID#02.00853.10); second by Kelly Corbin. The ***motion passed*** 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None. Revised conditions of recommended approval as follows:

1. The Major Home Occupation 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 March 24, 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. 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.
3. The Major Home Occupation shall be allowed to be conducted within an accessory structure and no outdoor storage or display shall be permitted.
4. Hours of operation shall be 8:00 am – 8:00 pm seven days a week.
5. The Major Home Occupation shall ~~not~~ be open to the public only for item pick-up or drop-off by appointment.
6. There shall be no more than two employees ~~other than~~ in addition to those persons residing in the dwelling.
7. The Major Home Occupation shall be allowed the use of one business vehicle and one trailer and both shall be stored inside the attached garage or accessory structure.
8. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
9. 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.

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

Jennifer and Mark Arriola – Coordinator Gervais provided a brief background on the request for Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District, C. Conditional Uses., 10. Bed and Breakfast (B&B) Establishments, explaining that the proposed Amendment would strike the requirement for the structure to be of historical or architectural significance. The proposed Text Amendment would essentially allow any habitable structure within the RRII District to be considered for B&B purposes. The applicants' written narrative provides an explanation for the requested Text Amendment, with references to the 2017 Chisago County Comprehensive Plan, tourism opportunities, and overall shortage of / need for lodging options. Further, the written narrative explains that B&Bs come in a variety of locations and styles, thereby providing justification for the proposed Text Amendment. The applicants are proposing the following language (deleted language shown ~~struck through~~; added language shown underlined):

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. Bed and breakfast inns, establishments, ~~as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.~~

Coordinator Gervais provided a historical perspective, starting with the original 1973 Zoning Ordinance to present day, on B&Bs and B&Bs as a Conditional Use. The applicants' written narrative proposes a Text Amendment to the Agricultural (AG), Rural Residential I (RRI) and Rural Residential II (RRII) Districts; however, the application itself specifically requests a Text Amendment to only Section 5.09 Rural Residential II (RRII) District. Gervais suggested that the Planning Commission may wish to consider the impact of Amending B&B language for one district and not the others, including: AG, RRI, Urban Residential (UR), Rural Village Center (RVC) and Protection and Transfer (PAT) Districts. If the Commission supports the proposed Text Amendment and wishes to see it applied to more zoning districts than just the RRII District, a separate public hearing would need to be scheduled (initiated by the Planning Commission or County Board) or the Commission could incorporate this Amendment – as applied to other zoning districts – into the Zoning Ordinance update. Technical Review was held on April 13, 2022 and no concerns were identified with the proposed Text Amendment. Jennifer Arriola, applicant, was present and available to address questions and concerns. Arriola indicated she was currently looking at properties within Chisago County for a B&B and requested the Text Amendment in order to remove any potential roadblocks, adding that she also supports amending B&B language in other zoning districts. Chair Yeager asked each Planning Commission member and the applicant for additional questions and comments. Chair Yeager opened the public hearing and sought comment.

With no person wishing to speak, ***motion*** by John Sutcliffe to close the public hearing; second by Dave Whitney. The **motion passed** 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None. Chair Yeager asked Planning Commission members for additional comments. Frank Storm indicated he did not support amending the ordinance for one applicant and was surprised that the applicant did not have a specific property in mind. Dave Whitney had concerns that any house could be considered for B&B purposes and believed it would open the door to additional B&Bs. Brief discussion was held on the difference between an AirBnB and B&Bs. Director Schneider indicated an AirBnB or short term rental provides sleeping quarters on a nightly or weekly basis or less than a 30-day period and, conversely, a B&B provides breakfast and interacts with a host in a structure that often has historical or architectural significance. ***Motion*** by Frank Storm to adopt Resolution No. PC2022-0502, a resolution recommending denial of the Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District pertaining to Bed and Breakfast Establishments based on findings that the proposed Text Amendment could have the following impacts on the RRII District: 1) Potential for increase in

traffic, 2) Depending on the size of the property, there could be potential for parking concerns, and 3) Depending on the size of the property, there could be potential for noise concerns; second by Dave Whitney. The motion passed for denial 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None.

Public Hearings – Continued Hearings - None

Old Business

Brad Brunet – Coordinator Gervais briefly reviewed the request for Preliminary Plat of Kaminski Estates, involving the creation of two parcels from a 38.8-acre tract. The property is zoned Agricultural (AG) District and located directly north of Dennis Frandsen County Park and East Rush Lake, at the northeast corner of North Lake Drive W. / CSAH 2 and Bayberry Avenue in Nessel Township, S3, T37, R22 (PID #06.00149.00). As originally submitted, both parcels complied with and exceeded the County's dimensional requirements in terms of lot size, width, and depth; however, the plat did not provide sufficient information to verify compliance with the County's Home Site Area standard or septic system requirements. Since the April 7, 2022 Planning Commission meeting, the applicant and his consultants have provided an updated Preliminary Plat drawing and soils report that satisfy the Home Site Area standard and septic system requirements. Frank Storm discussed splitting parcels and questioned the need for soil borings to build a house. Chair Yeager asked each Planning Commission member for additional questions and comments. **Motion** by Frank Storm to adopt Resolution No. PC2022-0503, a resolution recommending approval of the Preliminary Plat of "Kaminski Estates" (PID#06.00149.00), with Findings of Fact and conditions presented by staff; second by John Sutcliffe. Conditions are as follows:

1. The Preliminary Plat of Kaminski Estates is approved per plat drawing dated signed April 27, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Prior to request for Final Plat and when ground and weather conditions allow, the County shall verify the soils report and soil borings for suitability of septic systems and the wetland delineation.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

New Business

Designation of Acting Chair and Vice Chair for May 19, 2022 Special Work Session

Chair Yeager indicated he will be absent for the May 19, 2022 Special Work Session; however, Vice Chair Jim McCarthy indicated he could run the special work session from his remote meeting location. Discussion followed on viewers being able to see the consultant's presentation and work session attendees. **Motion** by John Sutcliffe to designate Jim McCarthy as Acting Chair and Frank Storm as backup Acting Chair if remote meeting access is an issue; second by Dave Whitney. The motion passed 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None.

Consideration of Zoning Ordinance Section 8.03

Frank Storm discussed impacts to the Planning Commission following the recent County Board redistricting and suggested changes should be considered for Zoning Ordinance Section 8.03 (added language shown underlined):

Section 8.03 Functions of the Planning Commission

- 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) less than three (3)~~ members shall be residents of ~~the incorporated~~ unincorporated 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 members 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.

A thorough discussion was held noting the following concerns/issues: redistricting has created two districts that are incorporated communities; four current Planning Commission members reside in incorporated communities; growing population in incorporated communities may need additional At-large representation; handling of current member terms (resign due to redistricting to start new or fill out terms then reestablish at that time); clarification if Storm was proposing that the Planning Commission increase from seven members to nine members; County Board relinquishing ability to appoint a member from each Commissioner's District; structure of incorporated and unincorporated districts; and need for County Attorney opinion on MN statute as it pertains to Planning Commission membership. Planning Commission members with terms ending December 31, 2022 include Chip Yeager and Kelly Corbin. **Motion** by John Sutcliffe to seek County Attorney opinion and suggestions for Zoning Ordinance Section 8.03; second by Frank Storm. The **motion passed 5-0**. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe and Storm. Nays: None.

Communications and Reports

County Board Liaison Report / Update

County Commissioner DuBose reported the following: the County Board denied Jason Spawn's request for CUP for Solid Waste Facility to establish an organic waste composting facility due to public opposition, questions on composting rows/size, lack of sufficient information, and the applicant's unwillingness to provide additional information; the County Board approved Branden Mell's request for an Amendment to a CUP for Commercial Recreation Area with the added condition that the road maintenance agreement between Mell and Nessel Township be considered to include Clover Trail; and the County Board approved Shaun Fiedler's request for Rezoning a 24 acre tract from RRI to AG. DuBose shared that the Department of Environmental Services will be conducting septic inspections and building inspections for City of Taylors Falls; the County Board received a presentation on the Chisago Lakes Lake Improvement District (LID), water quality, channel bogs, and One Watershed One Plan implementation funds; the County Board approved a business incentive for the Economic Development Authority (EDA) grant program with the goal of creating more jobs in the area; and the County Board approved a contract for a design team for the Household Hazardous Waste (HHW) facilities to improve traffic flow, efficiency, and storage capacity. Discussion followed on broadband, the Lake Improvement District Administrator position, lake levels, and anticipated timeline for review of the updated Zoning Ordinance.

Miscellaneous – None

Adjourn Meeting – Motion by Frank Storm to adjourn the meeting; second by Dave Whitney. The motion passed 5-0. Ayes: Whitney, Corbin, Chair Yeager, Sutcliffe, and Storm. Nays: None. The meeting was adjourned at 8:18 p.m.

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 11
Title of Item for Consideration: Brunet/Kaminski "Kaminski Estates" Preliminary Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Brad Brunet on behalf of property owners Nicholas and Alison Kaminski is requesting Preliminary Plat approval of 38.8-acre two lot development to be known as Kaminski Estates. The subject property is located at 53145 Bayberry Avenue, Amador Township, (PID #06.00149.00). At their meeting of April 7, 2022, the Planning Commission conducted the requisite public hearing and extended consideration of this request to their May 5, 2022 meeting. The purpose of the extended review was to allow additional time for identification and verification of SSTS and Home Site Area requirements. The extended review was within the allowable 120 review period for subdivision requests and did not require a 60-day extension action at that time. The Planning Commission continued its review of the request on May 5, 2022 and recommended unanimous (5-0) approval of the Preliminary Plat of Kaminski Estates with conditions, per Resolution No. PC2022-0503. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Pursuant to Minnesota Statute, the 120-day agency action deadline is June 15, 2022. Among the options for the County Board at tonight's meeting are the following: • Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff; • Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval); • The County Board may Deny the Preliminary PlatCUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-day period. Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the 120-day period if extended and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next scheduled meeting. Attachments: • Draft Resolution of Approval • Planning Commission Presentation • Planning Commission Staff Report & Hearing Packet • Planning Commission Minutes (draft)	

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Nicholas and Alison Kaminski "Kaminski Estates" Preliminary Plat:

"Move to Approve Resolution No. 22/0518____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Kaminski Estates located at 53145 Bayberry Avenue, Amador Township, (PID #06.00149.00)."

Implications of Action – Recommended Board action grants approval of the Kaminski Estates Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board.

Budget/Financial Implications: None.

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0518-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE PRELIMINARY PLAT OF KAMINSKI ESTATES**

WHEREAS, Nicholas Kaminski & Alison Kaminski, property owners, and Brad Brunet, applicant, submitted an application dated received February 9, 2022 and considered complete on February 15, 2022 for the Preliminary Plat of Kaminski Estates; and

WHEREAS, the subject site is generally located at the northeast corner of North Lake Drive W. / CSAH 2 and Bayberry Avenue in Nessel Township and is located in the Agricultural (AG) District / Shoreland Management District; and

WHEREAS, the subject site is 38.8 acres in size and legally described as:

PID 06.00149.00

*The Southwest Quarter of the Southwest Quarter of Section 3, Township 37, Range 22,
Chisago County, Minnesota.*

*EXCEPTING THEREFROM all that part of Southwest Quarter of the Southwest Quarter of
Section 3, Township 37 North, Range 22, lying westerly of the centerline of existing town road
(now known as Bayberry Avenue) and lying north of the south 660 feet thereof.*

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

WHEREAS, the Planning Commission determined that the application did not include sufficient information to complete a thorough review of the proposed Preliminary Plat and tabled the request in order to allow the applicant time to submit additional supporting documentation, specifically compliance with the County's Home Site Area standard and septic system requirements; and

WHEREAS, the Planning Commission continued its review of the application on May 5, 2022 and recommended approval of the Preliminary Plat of Kaminski Estates with conditions, per Resolution No. PC2022-0503; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its May 18, 2022 meeting and determined the Preliminary Plat of Kaminski Estates to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Kaminski Estates is approved per plat drawing dated signed April 27, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Prior to request for Final Plat and when ground and weather conditions allow, the County shall verify the soils report and soil borings for suitability of septic systems and the wetland delineation.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

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

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

Whereupon the proclamation was declared duly passed and adopted.

Approved: May 18, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Christina Vollrath
Clerk of the Board

Preliminary Plat of Kaminski Estates

Nicholas & Alison Kaminski and Brad Brunet

PID 06.00149.00

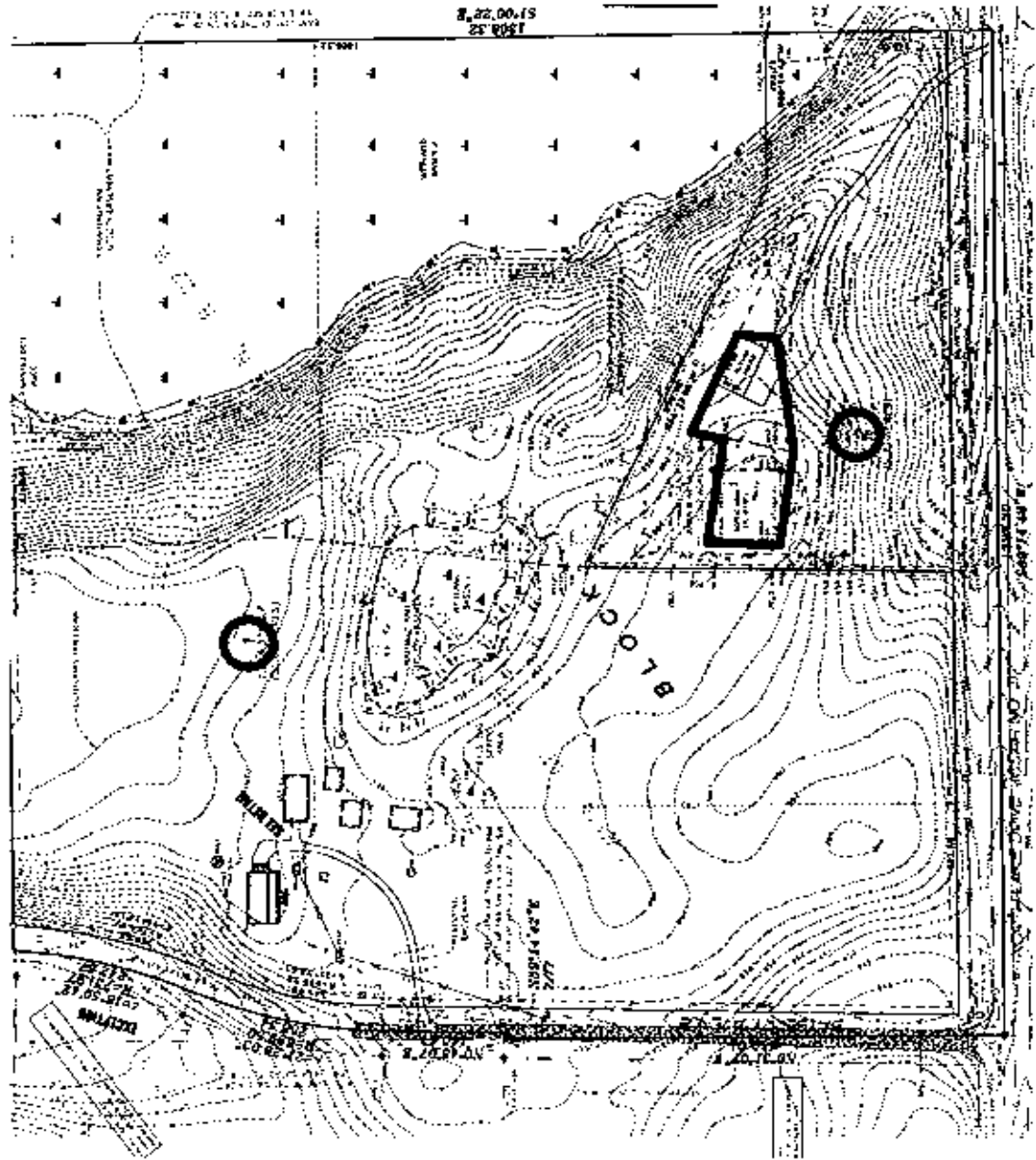
53145 Bayberry Avenue

Nessel Township



Existing Conditions

- 38.8 acres
- North of Dennis Frandsen County Park and East Rush Lake
- Zoned AG
- Existing Home & Accessory Structures on proposed Lot 1



Proposed Plat

Subdivide one parcel into two parcels

AG District Minimum Requirements	Lot Size 5 Acres	Lot Width* 300 Feet	Lot Depth** 300 Feet
Lot 1, Block 1	30.68 acres	Approx. 1,240 feet at building setback line (Bayberry Avenue)	Approx. 1,018 feet (irregular lot shape)
Lot 2, Block 1	5.33 acres	712± feet at building setback line (North Lake Drive / CSAH 2)	Approx. 363.5 feet (irregular lot shape)

Review Process

Technical Review
Committee

Nessel Town
Board

120 - Day
Review Period

March 9, 2022

Reviewed Application & Soil Report, saw no
need to visit due to winter ground conditions

UPDATE: Verification completed on
May 24, 2022

Following the review of 2004 Home Site, there
are NO modifications needed of soil borings or area
for primary and alternate septic sites
UPDATE: Revised drawing and soils report
comply with minimum requirements

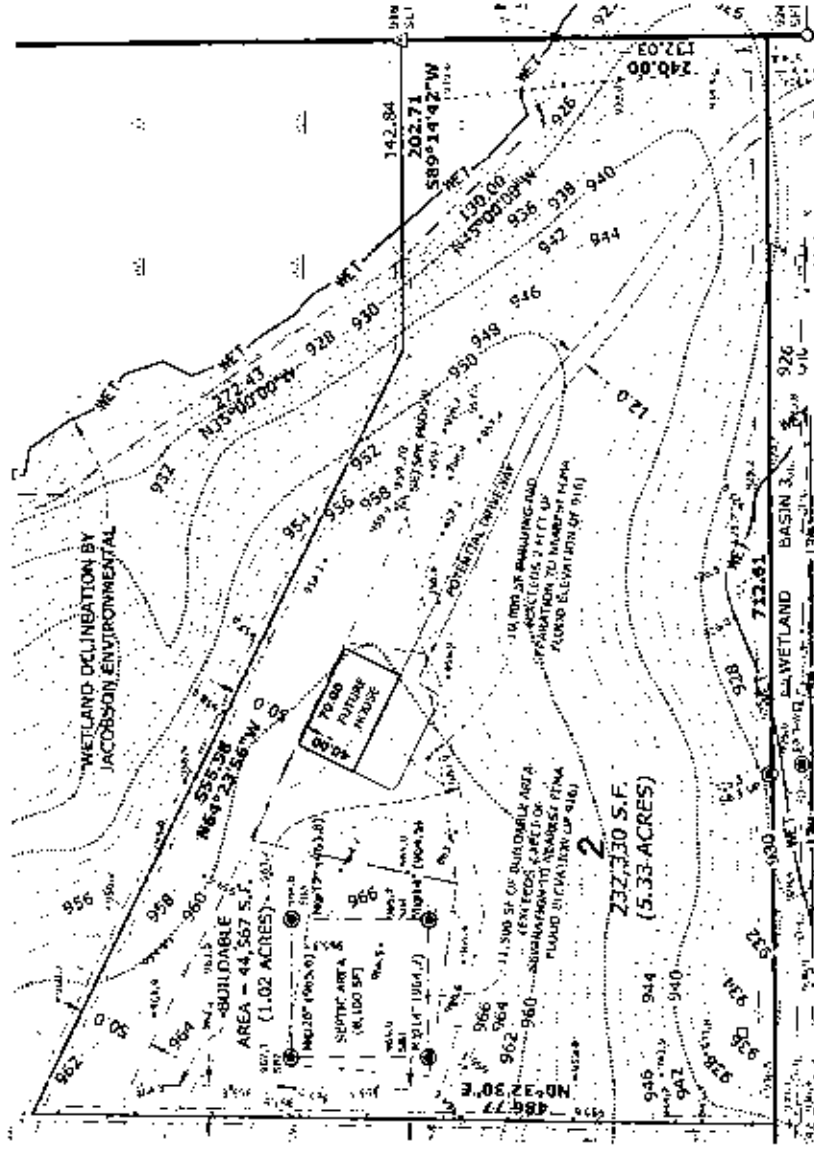
March 8, 2022

Recommended approval with no conditions

Expires June 15, 2022

Staff Recommendation

Staff believes that the proposed Preliminary Plat, as amended per plat drawing dated signed April 27, 2022, complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the April 7th public hearing and May 5th Planning Commission meeting, staff recommends approval of the Preliminary Plat of Kaminski Estates with conditions.





Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Kaminski Estates
 53145 Bayberry Avenue, Nessel Township
 DATE: April 7, 2022

ACTION TO CONSIDER

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

SITE & APPLICATION INFORMATION

Property Owner(s):	Nicholas & Alison Kaminski
Applicant(s):	Brad Brunet
Property Address:	53145 Bayberry Avenue, Nessel Township
General Location:	Section 3, Township 37, Range 22
PID:	06.00149.00
Property Area:	38.8 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
West:	Agricultural (AG) District
East:	Agricultural (AG) District
Southwest:	Rural Residential II (RRII) District
Date Application Received:	February 9, 2022
Date Application Complete:	February 15, 2022
120-Day Review Period:	June 15, 2022



BACKGROUND

Property owners Nicholas & Alison Kaminski and applicant Brad Brunet are seeking approval of the Preliminary Plat of Kaminski Estates in order to subdivide one parcel into two parcels. The subject site is currently 38.8 acres in size and the plat, if approved, will create one 30.68 acre parcel and one 5.33 acre parcel. The balance of the acreage – 2.79 acres – will be dedicated as public right-of-way. Kaminski's existing home and accessory structures are situated on proposed Lot 1, Block 1, and Brunet intends to construct a home on proposed Lot 2, Block 1.

PROPOSAL ANALYSIS

The subject site is located directly north of Dennis Frandsen County Park and East Rush Lake, at the northeast corner of North Lake Drive W. / CSAH 2 and Bayberry Avenue. The topography includes varied elevations ranging from approximately 920' to 977' and wetlands in the central and eastern portions of the site. The larger wetland area on the eastern boundary is considered a public wetland; however, the

Shoreland Management Ordinance does not classify it as a protected water. This means that there are no setbacks required from the wetland. The site is still located in the Shoreland Management District given its proximity to Rush Lake. The site appears to be actively farmed.

Per Zoning Ordinance Section 5.06, the Agricultural (AG) District is intended to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. The existing and proposed uses of both proposed parcels comply with the intent of the AG District. Below is a table which outlines minimum requirements for the AG District with corresponding information for the two proposed parcels.

AG District Minimum Requirements	Lot Size 5 Acres	Lot Width* 300 Feet	Lot Depth** 300 Feet
Lot 1, Block 1	30.68 acres	Approx. 1,240 feet at building setback line (Bayberry Avenue)	Approx. 1,018 feet (irregular lot shape)
Lot 2, Block 1	5.33 acres	712± feet at building setback line (North Lake Drive / CSAH 2)	Approx. 363.5 feet (irregular lot shape)

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

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

As proposed, both parcels comply with and exceed the County's dimensional requirements in terms of lot size, width, and depth; however, the plat does not provide sufficient information to verify compliance with the septic system requirements. The plat only shows four soil borings forming an area approximately 2,750 square feet in size rather than six – eight soil borings forming an area of 8,000 square feet required for a primary and alternate septic system. Staff has discussed this concern with the applicant's surveyor and, while the surveyor is comfortable – based on the four soil borings completed – that the soils will support a primary and alternate system, the County has not received sufficient information to verify compliance. Staff recommends that an updated soils report with additional soil borings be submitted to the Department of Environmental Services for verification prior to Preliminary Plat approval.

As part of the review process, the Technical Review Committee met on March 9th. The following items were identified:

- The wetland delineation and soils report have not yet been verified due to current winter / ground conditions. These items will be completed when weather and ground conditions allow.
- The Preliminary Plat drawing, as submitted on February 9, 2022, does not demonstrate compliance with the Home Site Area standard and septic system requirements. *Note: The applicant's surveyor provided an updated Preliminary Plat drawing dated signed March 24, 2022 (attached) which identifies a 21,500 square foot Home Site Area.*

Preliminary Plats, per Minnesota Statute, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on June 15, 2022.

TOWNSHIP RECOMMENDATION

The Nessel Town Board reviewed the proposed Preliminary Plat at its March 8th meeting and recommended approval with no conditions.

STAFF RECOMMENDATION

Staff does not believe that the Preliminary Plat drawing shows sufficient information to conduct a thorough review, specifically verification of compliance with septic system requirements, and therefore recommends that the Planning Commission table the request in order for the applicant and his consultants to complete and submit the necessary information.

Alternatively, if the Planning Commission is satisfied that the Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances and, barring any new or unknown evidence of compliance discovered during the course of the public hearing, recommends approval of the Preliminary Plat of Kaminski Estates, staff has provided recommended conditions of approval (see below) for the Commission's consideration. If the Planning Commission chooses to recommend approval at this time, staff will prepare a Resolution based on the Commission's motion.

Recommended Condition(s):

1. The Preliminary Plat is approved per plat drawing dated signed March 24, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Prior to request for Final Plat and when ground and weather conditions allow, the County shall verify the soils report and soil borings for suitability of septic systems and the wetland delineation.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.
5. Prior to development of proposed Lot 2, Block 1, the property owner shall be required to provide an updated soils report with soil borings that demonstrate suitability for primary and alternate septic system locations.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Kaminski Estates with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Kaminski Estates based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. Table action to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period for the Preliminary Plat expires on June 15, 2022.

ACTION REQUESTED

Motion to table action on the request for Preliminary Plat until such time that the applicant is able to provide an updated soils report demonstrating suitability for primary and alternate septic system locations.

ATTACHMENTS

1. Application Materials:
 - a. Application dated received February 9, 2022
 - b. Preliminary Plat drawing dated signed March 24, 2022
 - c. Aerial photo (1) – subject site
 - d. Aerial photo (2) – vicinity map

CC: Brad Brunet, applicant
County file

60 Day Deadline:

Recording Fee \$46-
Base Fee \$500-
Wetland or Septic Fees
Plat Compliance Fee \$150-
TOTAL FEE \$696-

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

No Roads

Permit # 22-107

Street Location 53145 BAYBERRY AVENUE Tax Parcel # 06.00149.00

Legal Description Pt. SW 1/4, SW 1/4, 3-37-22 E-Mail Address: S3.T37.R22

Owner: NICHOLAS + ALISON KAMINSKI Day Phone

Address 53145 BAYBERRY AVENUE; Braham, MN 55006

Applicant (if other than owner) BRAD BRUNET Day Phone

Address 5165 383RD STREET; NORTH BRANCH, MN 55065

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: REQUESTING REVIEW OF A 2
LOT PRELIMINARY PLAT.

If Variance Application, Brief
Description of Practical
Difficulty

Brad M. Brunet

Brad M. Brunet 2/9/22

Signature of Applicant

Date of Application

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

JUNE 15, 2022
120 Day Deadline
(If Application is Complete)

BT FEB 09 2022
DATE APP. REC'D

Date of Public
Hearing:

APRIL 7, 2022

BT FEB 15 2022
DATE DEEMED COMPLETE

TOWNSHIP PRESENTATION FORM

Street Location 53145 Bayberry AVE

Legal Description PT. SW 1/4, SW 1/4, 3-37-22

Owner Name Nicholas + Alison Kaminski Day Phone: [REDACTED]

Address: 53145 Bayberry AVE, Brahan MN 55006

Applicant: Brad Brunet Day Phone: [REDACTED]
(if other than owner)

Address: 5165 383rd St North Branch MN 55056

Type of Request: Variance ☐ Preliminary Plat ☒

Administrative Appeal ☐ Administrative Permit ☐

Conditional Use Permit ☐ Rezoning ☐
(or amendment to CUP)

Interim Use Permit ☐ Ordinance Amendment ☐

Description of Request: Requesting Review of A 2
Lot Preliminary Plat

Date of County Public Hearing: APRIL 7, 2022

Date of Township Presentation: MARCH 8, 2022

TOWNSHIP ACTION TAKEN

Approved ☒ Denied ☐

Reasons and Conditions: _____

Signature of Township Officers: Michelle Meis Debra Rising

Jim Paid
Brandon MUM
Steph Schuler

Brad Brunet
Signature of Applicant

2/9/22
Date

SCHEDULE OF REQUIRED MEETINGS

-01- KAMINSKI ESTATES

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On 29th April 2015 the first of the 1000 was released into the wild and the first of the 1000 was released into the wild on 1st May 2015.

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INTERNATIONAL JOURNAL OF

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1. **What is the purpose of the study?**

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4. **PROCESSES OF THE FUTURE**

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EXISTING PROBLEMS

11th Global Summit, Under the World Trade Center

7th Overseas Chinese Business Summit

University of Illinois at Urbana-Champaign

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For more information, contact E.C. Bell and Sons, Inc. at 1-212-211-1111.

JUNE 2002 VOL 30 / NO 6
 THE QUALITY OF LIFE: A Systematic Overview of the Literature
 JOURNAL OF CLIMATE, 19(12), 1507-1518

E.E. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-4000 Fax (651) 361-4070

Nicolas and Alison Kaminski - Aerial Photo

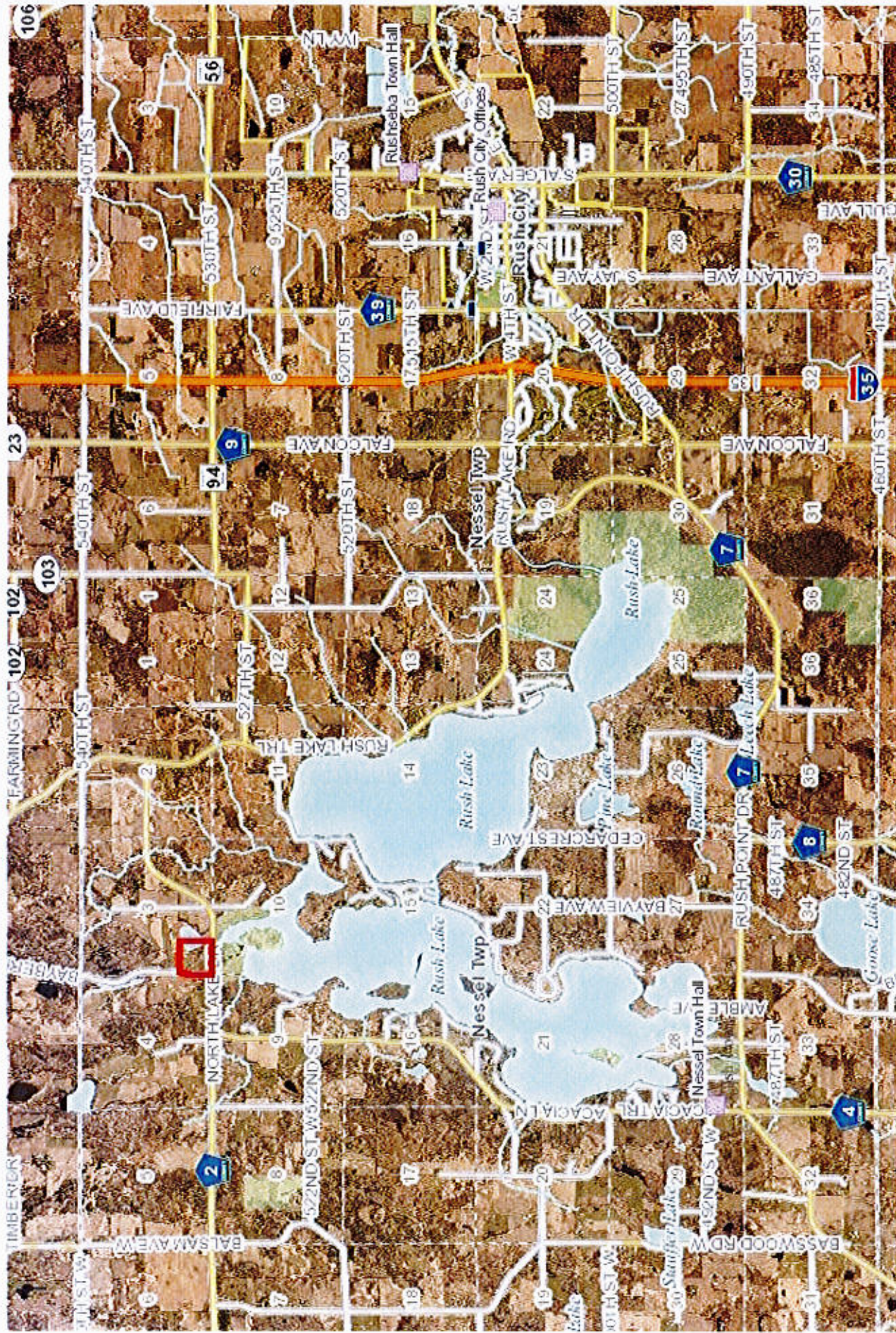
Brad Brunet – Brad Brunet, applicant, and Nicholas and Alison Kaminski, property owners, are requesting approval of the Preliminary Plat of Kaminski Estates, involving the creation of two lots from a 38.8-acre tract. The property is zoned Agricultural (AG) District and located at 53145 Bayberry Avenue, Nessel Township, S3, T37, R22 (PID# 06.00149.00).

Kaminski Property - 



Nessel Township
Sec. 3, T. 37, R. 22
PID # 06.00149.00





Nessel Township
 Sec. 3, T. 37, R. 22
 PID # 06.00149.00

Nicolas and Alison Kaminski - Aerial Photo

Brad Brunet – Brad Brunet, applicant, and Nicholas and Alison Kaminski, property owners, are requesting approval of the Preliminary Plat of Kaminski Estates, involving the creation of two lots from a 38.8-acre tract. The property is zoned Agricultural (AG) District and located at 53145 Bayberry Avenue, Nessel Township, S3, T37, R22 (PID# 06.00149.00).

Kaminski Property - 

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 12
Title of Item for Consideration: Justin Lupkes & Katie Lupkes Conditional Use Permit – Major Home Occupation Accessory Structure/Home Décor Business	
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: Justin Lupkes & Katie Lupkes, property owners and applicants, are requesting a Conditional Use Permit allowing a Major Home Occupation on property located at 30761 Mattson Lane in Chisago Lake Township (PID #02.00853.10). The proposed Home Occupation includes use of a proposed accessory structure for storage of materials associated with a home décor business which elevates the Home Occupation to 'Major' status. At their meeting of May 5, 2022, the Planning Commission conducted the requisite public hearing and unanimously (5-0) adopted Resolution PC2022-0501 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 June 3, 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 Justin Lupkes & Katie Lupkes, property owners and applicants, are requesting a Conditional Use Permit allowing a Major Home Occupation: The following is the suggested language for the motion:

"Move to Approve Resolution No. 22/0518____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving a Conditional Use Permit allowing a Major Home Occupation at 30761 Mattson Lane in Chisago Lake Township (PID #02.00853.10)."

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

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0518-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING A CONDITIONAL USE PERMIT ALLOWING A MAJOR
HOME OCCUPATION ON PROPERTY LOCATED AT 30761 MATTSON LANE IN
CHISAGO LAKE TOWNSHIP**

WHEREAS, Justin Lupkes & Katie Lupkes, property owners and applicants, submitted an application dated received March 24, 2022 and considered complete on April 4, 2022 for a Conditional Use Permit allowing a Major Home Occupation on property located at 30761 Mattson Lane in Chisago Lake Township; and

WHEREAS, the subject site is located in the Rural Residential II (RRII) District; and

WHEREAS, the subject site is 2.00± acres in size and legally described as:

PID 02.00853.10

The land referred to herein is situated in the state of Minnesota, Chisago County described as follows:

That part of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 31;

Township 34 North, Range 20 West, described as follows:

Commencing at the northeast corner of said Section 31; thence South 89 degrees 58 minutes 45 seconds West assumed bearing along the north line of said Northeast Quarter, a distance of 2603.30 feet;

thence South 29 degrees 27 minutes 59 seconds West, a distance of 90.18 feet;

thence Southerly, a distance of 287.53 feet along a tangent curve, concave to the East, having a radius of 310.55 feet and a central angle of 53 degrees 02 minutes 57 seconds;

thence Southerly, a distance of 79.38 feet along a tangent curve, concave to the West, having a radius of 431.52 feet and a central angle of 10 degrees 32 minutes 22 seconds, to a point hereinafter known as "Point A";

thence continuing Southerly along the last above described curve, a distance of 291.99 feet (central angle of 38 degrees 46 minutes 13 seconds); thence South 25 degrees 43 minutes 36 seconds West, a distance of 91.92 feet;

thence South 64 degrees 16 minutes 24 seconds East, a distance of 100.00 feet;

thence South 48 degrees 41 minutes 02 seconds East, a distance of 273.47 feet to the point of beginning of the parcel to be described;

thence continuing South 48 degrees 41 minutes 02 seconds East, a distance of 192.00 feet;

thence North 13 degrees 22 minutes 21 seconds East, a distance of 567.42 feet to the intersection with a line that bears South 71 degrees 35 minutes 32 seconds East from said "Point A";

thence North 71 degrees 35 minutes 32 seconds West, a distance of 160 feet to the intersection with a line that bears North 14 degrees 33 minutes 54 seconds East from the point of beginning;

thence South 14 degrees 33 minutes 54 seconds West, a distance of 491.59 feet to the point of beginning.

WHEREAS, notice was provided and on May 5, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP with conditions, per Resolution No. PC2022-0501; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its May 18, 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 | Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C. |
| 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 Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any 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 Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors. |
| 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 Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. There is no evidence to suggest that the appearance of the existing single family dwelling or proposed accessory structure have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties. |
| Factor #5 | The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use; |
| Finding #5 | The subject site is zoned Rural Residential II (RRII) District and is currently developed with a single family home and the property owners / applicants have |

applied for a building permit for the proposed accessory structure. Both single family homes and accessory structures are permitted in the RRII District. Further, Major Home Occupations are allowed within the Rural Residential II (RRII) District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is 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 Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Rural Residential II (RRII) District.

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

Finding #7 The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on Mattson Lane, Lofton Avenue / CSAH 24, or other surrounding roadways.

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 Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors. The proposed Major Home Occupation will not be open to the public, further limiting potential for noise.

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 Major Home Occupation 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 March 24, 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. 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.
3. The Major Home Occupation shall be allowed to be conducted within an accessory structure and no outdoor storage or display shall be permitted.
4. Hours of operation shall be 8:00 am – 8:00 pm seven days a week.

5. The Major Home Occupation shall be open to the public only for item pick-up or drop-off by appointment.
6. There shall be no more than two employees in addition to those persons residing in the dwelling.
7. The Major Home Occupation shall be allowed the use of one business vehicle and one trailer and both shall be stored inside the attached garage or accessory structure.
8. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
9. 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.
10. 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: May 18, 2022

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Christina Vollrath
Clerk of the Board

Conditional Use Permit for Major Home Occupation

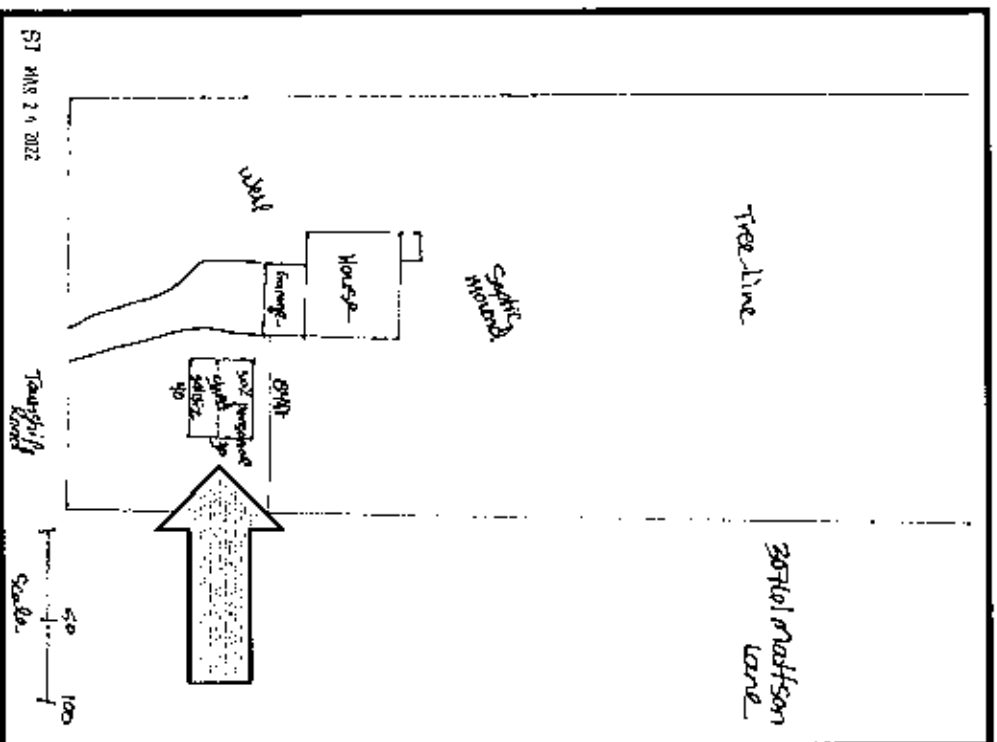
Justin & Katie Lupkes

PID 02.00853.10

30761 Mattson Lane

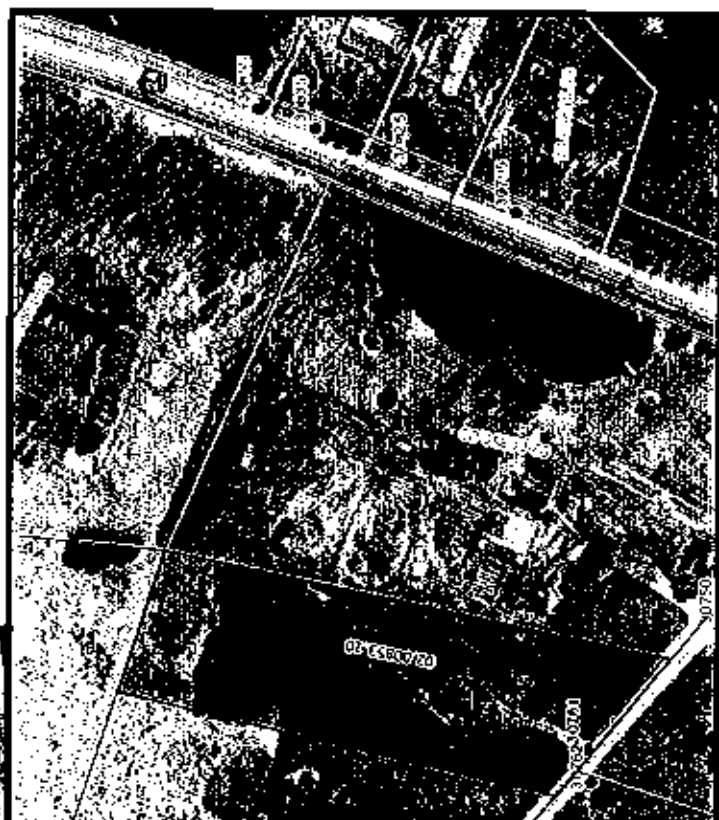
Chisago Lake Township





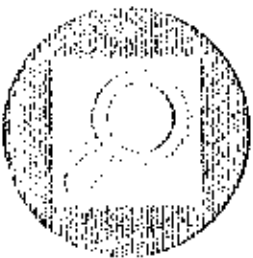
Proposed Major Home Occupation

- The business – F.G. Restorations – is a home décor business and the accessory structure will be used to store inventory for online sales and sales within showrooms located offsite.
- The proposed accessory structure will be 30' x 40' (1,200 sf); half of the structure will be used for business purposes and half will be used for personal storage.
- Hours of operation will be 8:00 am – 8:00 pm.
- The business will not be open to the public.
- The business will not generate excessive or continuous noise.
- The business will have one business vehicle and possibly one trailer, both of which will be parked inside the accessory structure.
- There will be no outdoor storage or display.
- There will be no employees working from the subject site other than the property owners.



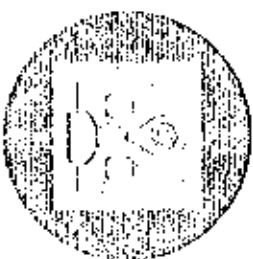
02-0053-10

Review Process



TECHNICAL REVIEW COMMITTEE
APRIL 13, 2022

NO COCONCERNS IDENTIFIED



CHICAGO LAKE TOWN BOARD
APRIL 19, 2022

RECOMMENDED APPROVAL WITH NO CONDITIONS



REVIEW PERIOD

60-DAY REVIEW PERIOD EXPIRES ON
JUNE 3, 2022

Finding #1 Chapter 6 of the Chicago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C.

Finding #2 Being that the proposed Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.

Finding #3 The proposed Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors.

Finding #4 The proposed Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. There is no evidence to suggest that the appearance of the existing single family dwelling or proposed accessory structure have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.

Finding #5 The subject site is zoned Rural Residential II (RRII) District and is currently developed with a single family home and the property owners / applicants have applied for a building permit for the proposed accessory structure. Both single family homes and accessory structures are permitted in the RRII District. Further, Major Home Occupations are allowed within the Rural Residential II (RRII) District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is compatible with the existing land use.

Finding #6 The Zoning Ordinance defines Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Rural Residential II (RRII) District.

Finding #7 The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on Mattson Lane, Lofton Avenue / CSAH 24, or other surrounding roadways.

Finding #8 The County finds that the proposed Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors. The proposed Major Home Occupation will not be open to the public, further limiting potential for noise.

1. The Major Home Occupation 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 March 24, 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. 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.
3. The Major Home Occupation shall be allowed to be conducted within an accessory structure and no outdoor storage or display shall be permitted.
4. Hours of operation shall be 8:00 am – 8:00 pm seven days a week.
5. The Major Home Occupation shall not be open to the public.
6. There shall be no employees other than those persons residing in the dwelling.
7. The Major Home Occupation shall be allowed the use of one business vehicle and one trailer and both shall be stored inside the attached garage or accessory structure.
8. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
9. 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.
10. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

Options, Staff Recommendation & Action Requested

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 June 3, 2022.

STAFF RECOMMENDATION:

Staff believes that the proposed CUP for Major Home Occupation 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.

ACTION REQUESTED:

Motion to adopt Resolution No. PC2022-0501, a resolution recommending approval of a Conditional Use Permit allowing a Major Home Occupation on property located at 30761 Mattson Lane in Chisago Lake Township, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Conditional Use Permit for Major Home Occupation
 30761 Mattson Lane, Chisago Lake Township
 DATE: May 5, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) allowing a Major Home Occupation in the Rural Residential II (RRII) District. The proposed Home Occupation includes use of a proposed accessory structure which elevates the Home Occupation to 'Major' status.

SITE & APPLICATION INFORMATION

Applicant(s):	Justin & Katie Lupkes
Property Owner(s):	Justin & Katie Lupkes
Location:	30761 Mattson Lane Chisago Lake Township Section 31, Township 34, Range 20
PID:	02.00853.10
Property Area:	2.00 Acres
Current Zoning:	Rural Residential II (RRII) District
Adjacent Zoning:	
North:	City of Chisago City / Rural Residential II (RRII) District
South:	Rural Residential II (RRII) District
West:	Rural Residential II (RRII) District
East:	Rural Residential II (RRII) District
Date Application Complete:	April 4, 2022
60-Day Review Period:	June 3, 2022



BACKGROUND & PROPOSAL ANALYSIS

Justin & Katie Lupkes have applied for a Conditional Use Permit for a Major Home Occupation at 30761 Mattson Lane in order to use a proposed accessory structure for storage of materials associated with a home décor business known as F.G. Restorations. Because a portion of the Home Occupation is proposed to be conducted outside of the dwelling, the Home Occupation is being classified as a Major Home Occupation.

The applicants' written narrative and site plan (attached) offer the following information about the proposed Major Home Occupation:

- The proposed accessory structure will be 30' x 40' (1,200 sf); half of the structure will be used for business purposes and half will be used for personal storage.

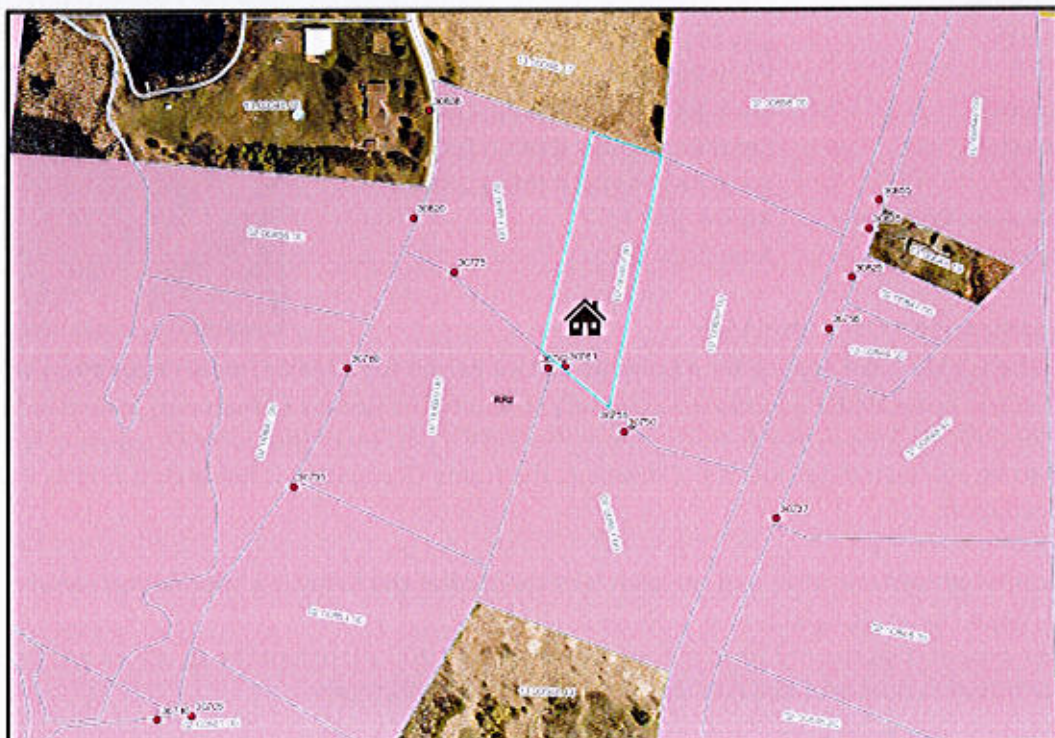
- The business – F.G. Restorations – is a home décor business and the accessory structure will be used to store inventory for online sales and sales within showrooms located offsite.
- Hours of operation will be 8:00 am – 8:00 pm.
- The business will not be open to the public.
- The business will not generate excessive or continuous noise.
- The business will have one business vehicle and possibly one trailer, both of which will be parked inside the accessory structure.
- There will be no outdoor storage or display.
- There will be no employees working from the subject site other than the property owners.

As part of the review process, the Technical Review Committee met with Ms. Lupkes on April 13th. The committee did not identify any concerns with the proposed Major Home Occupation.

The applicants are not proposing sanitation facilities in the accessory structure at this time; therefore, there won't be any need to upgrade the existing septic system.

SITE ANALYSIS

The subject site is located on Mattson Lane approximately 360' west of Lofton Avenue / CSAH 24 and approximately 360' east of Mattson Court, and, more generally, south of Stacy Trail / CSAH 19 and east of Lake Mattson. The site is in a unique area where it is surrounded by parcels mostly located in Chisago Lake Township with a few City of Chisago City parcels "sprinkled" into the area. The image below shows surrounding Chisago Lake Township properties (PIDs beginning with 02.) and surrounding City of Chisago City properties (PIDs beginning with 13.). The surrounding township properties are zoned Rural Residential II (RRII) District and are generally 3-5 acres in size; the minimum allowable lot size in the RRII District is 2 acres. All surrounding township properties have been developed with single family residences and accessory structures.



The Lupkes' property is relatively level with elevations ranging from 920' in the northeasterly corner to 924' at the home site. The northerly quarter of the property features thick vegetative screening, and there appears to be a single row of large / mature trees located adjacent to the southerly property boundary. The site has been developed with a single family home with attached garage and a small shed situated near the eastern property boundary. The attached garage is reported to be 620 square feet in size and the proposed accessory structure will be 1,200 square feet. The property, being located in the RRII District, is allowed a total of 2,000 square feet of accessory storage space, and it appears that the existing and proposed accessory storage space will be at or under the maximum allowed amount.

Mattson Lane is a gravel township road and the 900± foot east-west section, adjacent to the subject site, provides access to a total of five residences. It's likely that this section of Mattson Lane is used as a short-cut for surrounding Mattson Court and Mattson Lane property owners to Lofton Avenue / CSAH 24, but even so it would likely not be considered a highly traveled road.

MAJOR HOME OCCUPATION STANDARDS

The Planning Commission, as outlined in Zoning Ordinance Section 4.04.C, shall consider possible effects of the proposed Major Home Occupation based upon the following general factors and any other requirements set forth in the Zoning Ordinance or deemed otherwise relevant (*staff comments inserted in italics below*):

C. Major Home Occupations Requiring a Conditional Use Permit.

Purpose: A Conditional Use Permit that allows for a Major Home Occupation is intended to provide an avenue for suitable business growth or other suitable home occupations beyond that which is permitted under Section 4.04 B (Minor Home Occupations).

Intent: It is the intent of this provision to allow for the case by case consideration of the suitability of a Major Home Occupation proposal as a conditionally permitted home based activity. In doing so, the suitability of each proposed home occupations shall be evaluated and determined upon specific consideration of the size of the property, scale of the business, and environmental (health, safety, welfare) conditions unique to the proposal.

Suitable conditionally permitted Major Home Occupations are those which by determination of the Planning Commission can be allowed as moderate business activities from the home; are deemed to be of a size, scale, and intensity that will not adversely affect the health, safety, or welfare of the public; and, are not otherwise deemed inappropriate at the subject site. The home and residency of the subject property must remain a principal focus of any Major Home Occupation location. Conditionally permitted Major Home Occupations are not intended to provide a place of business operations for a use that is of such intensity or dependence on public services such that the appropriate location is that of a commercially zoned and publicly serviced county or municipal business district. The adequacy of on-site well and septic and affiliated transportation and roadway classification shall be reviewed and deemed adequate for each Major Home Occupation. If the proposed Home Occupation is deemed to be of such impact that public transportation, police, fire, water, sewer, and other such demands are too great to be served from the home it shall not be approved.

Review of said Home Occupation in this section is to ensure compatibility in residential or agricultural districts. Home Occupations requiring a Conditional Use Permit, as determined by the Zoning Administrator, shall meet the following standards at a minimum with other conditions as deemed necessary to meet the intent of said ordinance:

1. Said Home Occupation is partially or entirely conducted in an accessory building.
The applicants' written narrative explains that a portion of the proposed Major Home Occupation will be conducted in an accessory structure. The accessory structure has not yet been constructed, but a building permit application has been submitted to the Department of Environmental Services. The proposed accessory structure will be 1,200 square feet in size and the applicants will utilize half (600 sf) for Home Occupation purposes and half (600 sf) for personal storage.
2. Only those persons residing in the home and up to fifteen (15) other persons may be employed on site of a Major Home Occupation. The maximum number of employees must be identified with the permit request and may be restricted to less than fifteen by permit condition if property size or site conditions, parking accommodations, traffic impacts, or other environmental constraint cannot be adequately mitigated as determined by the County.
The request for Conditional Use Permit does not identify any employees other than those residing in the home.
3. An existing accessory structure subjected to a State Building Code specified change of occupancy or use as a result of a Home Occupation shall be retrofitted to conform to current State Building Code structural standards for the new occupancy or use and shall be certified by an architect or engineer as determined to be necessary by the County Building Official.
The accessory structure proposed to be used as part of the Home Occupation has not yet been constructed. The applicants have submitted a building permit application for the proposed accessory structure and the Department of Environmental Services will ensure that it's constructed to meet all requirements of the State Building Code.
4. No outdoor display or storage of goods or materials is permitted. The identification of business waste management and disposal plan, including outdoor placement and screening of refuse and recycling containers, shall be required and may be expressly permitted on an approved site plan.
The applicants' written narrative explicitly states that there will be no outdoor storage or display associated with the proposed Home Occupation.
5. The number, type, size, and nature of business vehicles, trailers, or affiliated equipment parked/stored on the subject property must be expressly identified and may be limited in number or restricted to indoor placement by permit condition. All such vehicle and affiliated equipment parking, including employee parking, shall be detailed on an approved site plan.
The application materials explain that there will be one business vehicle and potentially one business trailer parked inside the proposed accessory structure. Without any employees other than persons residing in the home, there will be no need for employee parking.
6. The use must not adversely affect the residential or agricultural character of the surrounding area due to noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, number of deliveries, hours of operation, or any other annoyance. A suitable landscape, fencing, screening, traffic and delivery, and lighting, or other such plan(s) may be

required and detailed on an approved site plan.

There is no evidence to suggest that the proposed Home Occupation will cause any adverse impacts to the surrounding area. The portion of the proposed Home Occupation taking place in the accessory structure will be storage only, causing little to no noise or visual impacts. Further, being that the business will not be open to the public, it will not generate any additional traffic other than the business owners traveling in and out with one business vehicle.

7. Should the Home Occupation be repair, the items repaired shall be of a size or nature that repair and storage can occur within the accessory structure as allowed by this Ordinance.

The proposed Home Occupation does not include repair.

8. No Home Occupation shall be conducted between the hours of 10 PM and 7 AM unless said Home Occupation is conducted entirely within the principal dwelling.

The applicants' written narrative explains that the proposed Home Occupation will operate between the hours of 8:00 am and 8:00 pm.

9. Home Occupations requiring a Conditional Use Permit shall not generate noise or vibrations in excess of that as outlined in Performance Standards, Section 7.05.

Zoning Ordinance Section 7.05 states that "Noise and vibrations generated from any use shall be in compliance with MN Pollution Control Agency rules. Any use established shall be so operated that no undue or objectionable noise resulting from said use is transmitted beyond the boundaries of that plat line of the site on which such use is located." Being that the accessory structure will be used for storage of materials related to the proposed Home Occupation, there will likely be little to no noise generated from the use.

10. The application and approval of a Conditional Use Permit to allow a Home Occupation may be denied if the Home Occupation proposal and affiliated property is deemed unsuitable pursuant to the intent of this section. The size of the property, scale of the business proposal, and environmental (health, safety, welfare) conditions unique to the proposal must be adequately addressed and mitigated in seeking permit approval.

Staff believes the property is suitable for the proposed Home Occupation. The small scale of the business lends itself well to the RRII District as opposed to commercially zoned and publicly serviced county or municipal business district, and the fact that the business will not be open to the public means there will be very little to no additional traffic on Mattson Lane and surrounding roadways.

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 *Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds*

that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C.

- 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 Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any 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 Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors.*
- 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 Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. There is no evidence to suggest that the appearance of the existing single family dwelling or proposed accessory structure have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The subject site is zoned Rural Residential II (RRII) District and is currently developed with a single family home and the property owners / applicants have applied for a building permit for the proposed accessory structure. Both single family homes and accessory structures are permitted in the RRII District. Further, Major Home Occupations are allowed within the Rural Residential II (RRII) District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is 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 Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Rural Residential II (RRII) District.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and

Finding #7 *The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on Mattson Lane, Lofton Avenue / CSAH 24, or other surrounding roadways.*

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 Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors. The proposed Major Home Occupation will not be open to the public, further limiting potential for noise.*

TOWNSHIP RECOMMENDATION

The Chisago Lake Town Board reviewed the proposed CUP at its April 19th meeting. The Town Board recommended approval of the CUP for Major Home Occupation with no conditions, and offered the following comments: storage and work space only, not a store, not open to the public, and meets setback from road and neighbors.

STAFF RECOMMENDATION

Staff believes that the proposed CUP for Major Home Occupation 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 Major Home Occupation 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 March 24, 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. 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.
3. The Major Home Occupation shall be allowed to be conducted within an accessory structure and no outdoor storage or display shall be permitted.
4. Hours of operation shall be 8:00 am – 8:00 pm seven days a week.
5. The Major Home Occupation shall not be open to the public.
6. There shall be no employees other than those persons residing in the dwelling.
7. The Major Home Occupation shall be allowed the use of one business vehicle and one trailer and both shall be stored inside the attached garage or accessory structure.
8. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.

9. 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.
10. 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 June 3, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0501, a resolution recommending approval of a Conditional Use Permit allowing a Major Home Occupation on property located at 30761 Mattson Lane in Chisago 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 plan
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2022-0501

CC: Justin & Katie Lupkes, applicants
County file

Permit #

2022-00325

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 1.10

Base Fee \$500

Wetland or Septic Fees _____

Plat Compliance Fee _____

TOTAL FEE \$545

Street Location

30761 Mattson Lane

Chisago City, MN 55013

Tax Parcel #

02-00853.10

Legal Description _____

E-Mail Address: _____

Owner:

Justin & Katie Lupkes

Day Phone _____

Address

30761 Mattson Lane Chisago City, MN 55013

Applicant (if other than owner) Ø

Day Phone

(Ø)

Address

Ø

S31, T34, R20

Type of Request:

Variance ☐

Preliminary Plat ☐

Administrative Appeal ☐

Administrative Permit ☐

Conditional Use Permit ☒

(or amendment to CUP)

Ordinance Amendment ☐

Interim Use Permit ☐

(or amendment to IUP)

Rezoning ☐

Applicable section of ordinance: _____

Description of request:

CUP for major home occupation

If Variance Application, Brief

Description of Practical

Difficulty _____

Katie Lupkes

3-3-22

Signature of Applicant

Date of Application

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

3-24-22

Date Received

BG

4-4-22

Date Complete

4-3-22

60 120 Day Review Period

Date of Public
Hearing:

MAY 5, 2022

TOWNSHIP PRESENTATION FORM

Street Location 30761 Mattson Lane, Chicago City, MI 55013

Legal Description _____

Owner Name Justin & Katie Lufkes Day Phone: _____

Address: 30761 Mattson Lane Chicago City, MI 55013

Applicant: 9 Day Phone: ()
(if other than owner)

Address: 9

Type of Request: Variance ☐ Preliminary Plat ☐

Administrative Appeal ☐ Administrative Permit ☐

Conditional Use Permit ☒ Rezoning ☐
(or amendment to CUP)

Interim Use Permit ☐ Ordinance Amendment ☐

Description of Request: CUP for major home occupation

Date of County Public Hearing: MAY 5, 2022

Date of Township Presentation: APRIL 19, 2022

TOWNSHIP ACTION TAKEN

Approved ☐ Denied ☐

Reasons and Conditions: Storage & workshop only - not a store
not open to public - meets set back from road & neighbors

Signature of Township Officers: Sherry St...
Dee Reed
Wayne ...

Katie Lufkes
Signature of Applicant

3-24-2022
Date

Lupkes CUP

3-22-22

We bought a small house with plans to build a large shed to accommodate extra storage for our family plus vehicles, toys and some space for business inventory. F.G. Restorations does home decor and keeps inventory for selling online and in showrooms in the metro. I work with interior designers to find furniture pieces for client homes. I keep inventory on hand for short notice needs and offering quality finds. There is no excessive or continuous noise from the business. We operate online and go to client homes as needed. Home occupation is partially going to be in accessory building which is why we are asking for a major home occupation permit. There is one truck as a business vehicle that will be parked inside with a potential trailer to be stored inside also. The business operates from 8am to 8pm, but is not open to the public. All projects, and inventory are worked on inside the building. There is no outdoor storage or display and no employees.

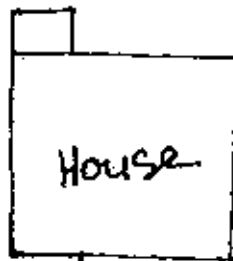
Thank you,
Katie Lupkes

BT MAR 24 2022

Tree Line

30761 Mattson
Lane

Septic
Mound



House

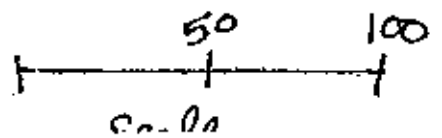
Garage

84 ft

50% personal
shed
30
40

well

Township



BT MAR 24 2022

Lupkes Aerial Photo - Justin and Katie Lupkes – Justin and Katie Lupkes, property owners, are requesting a Conditional Use Permit (CUP) for Major Home Occupation in order to utilize an accessory structure for business purposes in the Rural Residential III (RRIII) District. The 2.00-acre property is located at 30761 Mattson Lane, Chisago Lake Township, S31, T34, R20 (PID# 02.00853.10).

Lupkes Property - 



Chisago Lake Township
Sec. 31, T. 34, R. 20
PID # 02.00853.10



Justin & Katie Lupkes - Aerial Photo

Justin and Katie Lupkes – Justin and Katie Lupkes, property owners, are requesting a Conditional Use Permit (CUP) for Major Home Occupation in order to utilize an accessory structure for business purposes in the Rural Residential II (RRII) District. The 2.00-acre property is located at 30761 Mattson Lane, Chisago Lake Township, S31, T34, R20 (PID# 02.00853.10).

Lupkes Property



Chisago Lake Township
Sec. 31, T. 34, R. 20
PID # 02.00853.10



RESOLUTION NO. PC2022-0501

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING A MAJOR HOME
OCCUPATION ON PROPERTY LOCATED AT 30761 MATTSON LANE IN CHISAGO LAKE TOWNSHIP**

WHEREAS, Justin & Katie Lupkes, property owners and applicants, submitted an application dated received March 24, 2022 and considered complete on April 4, 2022 for a Conditional Use Permit allowing a Major Home Occupation on property located at 30761 Mattson Lane in Chisago Lake Township; and

WHEREAS, the subject site is located in the Rural Residential II (RRII) District; and

WHEREAS, the subject site is 2.00± acres in size and legally described as:

PID 02.00853.10

The land referred to herein is situated in the state of Minnesota, Chisago County described as follows:

That part of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 31;
Township 34 North, Range 20 West, described as follows:

Commencing at the northeast corner of said Section 31; thence South 89 degrees 58 minutes 45 seconds West assumed bearing along the north line of said Northeast Quarter, a distance of 2603.30 feet;
thence South 29 degrees 27 minutes 59 seconds West, a distance of 90.18 feet;
thence Southerly, a distance of 287.53 feet along a tangent curve, concave to the East, having a radius of 310.55 feet and a central angle of 53 degrees 02 minutes 57 seconds;
thence Southerly, a distance of 79.38 feet along a tangent curve, concave to the West, having a radius of 431.52 feet and a central angle of 10 degrees 32 minutes 22 seconds, to a point hereinafter known as "Point A";
thence continuing Southerly along the last above described curve, a distance of 291.99 feet (central angle of 38 degrees 46 minutes 13 seconds); thence South 25 degrees 43 minutes 36 seconds West, a distance of 91.92 feet;
thence South 64 degrees 16 minutes 24 seconds East, a distance of 100.00 feet;
thence South 48 degrees 41 minutes 02 seconds East, a distance of 273.47 feet to the point of beginning of the parcel to be described;
thence continuing South 48 degrees 41 minutes 02 seconds East, a distance of 192.00 feet;
thence North 13 degrees 22 minutes 21 seconds East, a distance of 567.42 feet to the intersection with a line that bears South 71 degrees 35 minutes 32 seconds East from said "Point A";
thence North 71 degrees 35 minutes 32 seconds West, a distance of 160 feet to the intersection with a line that bears North 14 degrees 33 minutes 54 seconds East from the point of beginning;
thence South 14 degrees 33 minutes 54 seconds West, a distance of 491.59 feet to the point of beginning.

WHEREAS, notice was provided and on May 5, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting 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 Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C.*
- 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 Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any 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 Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors.*
- 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 Major Home Occupation will be partially located in the single family dwelling and partially located in an accessory structure. The applicants are not proposing any outdoor storage or display. There is no evidence to suggest that the appearance of the existing single family dwelling or proposed accessory structure have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;*
- Finding #5 The subject site is zoned Rural Residential II (RRII) District and is currently developed with a single family home and the property owners / applicants have applied for a building permit for the proposed accessory structure. Both single family homes and accessory structures are permitted in the RRII District. Further, Major Home Occupations are allowed within the Rural Residential II (RRII) District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is 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 Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed*

Major Home Occupation meets the intent of the defined land use and the intent of the Rural Residential II (RRII) District.

- Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 *The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on Mattson Lane, Lofton Avenue / CSAH 24, or other surrounding roadways.*
- 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 Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing vegetation (north and south of the proposed accessory structure) and by way of the use being conducted entirely indoors. The proposed Major Home Occupation will not be open to the public, further limiting potential for 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. The Major Home Occupation 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 March 24, 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. 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.
3. The Major Home Occupation shall be allowed to be conducted within an accessory structure and no outdoor storage or display shall be permitted.
4. Hours of operation shall be 8:00 am – 8:00 pm seven days a week.
5. The Major Home Occupation shall not be open to the public.
6. There shall be no employees other than those persons residing in the dwelling.
7. The Major Home Occupation shall be allowed the use of one business vehicle and one trailer and both shall be stored inside the attached garage or accessory structure.
8. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
9. 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.
10. 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 5th day of May, 2022.

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

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 13
Title of Item for Consideration: Zoning Ordinance Text Amendment Section 5.09 Rural Residential II (RRII) District, C. Conditional Uses, 10. Bed and Breakfast Establishments	
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. Note 1973; 1987; 1991; and 1997 Ordinance discussion/history in the Staff Report to the Planning Commission.	
Background: Jennifer Arriola & Mark Arriola, applicants, submitted an application for a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District, C. Conditional Uses, 10. Bed and Breakfast (B&B) establishments proposing the elimination of the eligibility requirement that the B&B structure be deemed to be of historical or architectural significance. Current ordinance language identifies Bed and Breakfasts as an allowable Conditional Use as follows: Section 5.09 Rural Residential II (RRII) District C. Conditional Uses 10. Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance. Proposed ordinance language was presented as follows (deleted language shown struck through; added language shown underlined): Section 5.09 Rural Residential II (RRII) District C. Conditional Uses 10. Bed and breakfast <u>inns, establishments</u>, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance. At their meeting of April 7, 2022, the Planning Commission conducted the requisite public hearing and adopted Resolution No PC2022-0502 as attached recommending denial of the text amendment. The full background and discussion of the Text Amendment can be found in the accompanying Staff Report hearing packet and Planning Commission meeting minutes. Pursuant to Minnesota Statute, the 60-day agency action deadline is June 3, 2022. Among the options for the County Board at tonight's meeting are the following: - Deny the Text Amendment as recommended and with the Findings prepared by the Planning Commission and carried forward in Resolution form by County ESD staff; - Approve the Text Amendment as presented or as may be modified directing County ESD staff to prepare amendment language in ordinance adoption and publication form for review and formal action at the County Board meeting of June 1, 2022; Attachments: - Draft Resolution of Text Amendment Denial	

- Planning Commission Resolution PC2022-0502
- Planning Commission Presentation
- Planning Commission May 5th 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 deny the Jennifer Arriola & Mark Arriola application for a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District:

“Move to Approve Resolution No. 22/0518____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, denying a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District Pertaining To Bed and Breakfast Establishments”

Implications of Action – Recommended Board action denies the requested changes to the County Zoning Ordinance.

Budget/Financial Implications: None.

Legal/Policy Implications: None. Current Zoning Ordinance policy regarding Bed and Breakfasts in the RRII District remain unchanged.

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. 22/0518-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, DENYING A TEXT AMENDMENT TO ZONING ORDINANCE
SECTION 5.09 RURAL RESIDENTIAL II (RRII) DISTRICT PERTAINING
TO BED AND BREAKFAST ESTABLISHMENTS

WHEREAS, Zoning Ordinance Section 5.09 states that the purpose of the Rural Residential II (RRII) District is to provide a transition area between agricultural areas and higher density rural residential areas; and

WHEREAS, Zoning Ordinance Section 5.09 Rural Residential II (RRII) District provides “*Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.*” as an allowable Conditional Use; and

WHEREAS, Jennifer Arriola & Mark Arriola, applicants, submitted an application dated received April 1, 2022 and considered complete on April 4, 2022 for a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District, C. Conditional Uses, 10. Bed and breakfast establishments in order to eliminate the requirement that the structure be deemed to be of historical or architectural significance; and

WHEREAS, notice was provided and on May 5, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended denial of the request, per Resolution No. PC2022-0502; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission’s recommendation at its May 18, 2022 meeting and determined that the request was not consistent with the intent of the County’s Zoning or Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby denies the request for Text Amendment based on the following findings:

The proposed Text Amendment could have the following impacts in the RRII District:

1. Potential for increase in traffic;
2. Depending on the size of the property, there could be potential for parking concerns; and
3. Depending on the size of the property, there could be potential for noise concerns.

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: May 18, 2022

Richard Greenc
Chair, Board of Commissioners

ATTEST: _____
Christina Vollrath
Clerk of the Board

RESOLUTION NO. PC2022-0502

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING DENIAL OF A TEXT AMENDMENT TO ZONING ORDINANCE SECTION 5.09
RURAL RESIDENTIAL II (RRII) DISTRICT PERTAINING TO BED AND BREAKFAST ESTABLISHMENTS**

WHEREAS, Zoning Ordinance Section 5.09 states that the purpose of the Rural Residential II (RRII) District is to provide a transition area between agricultural areas and higher density rural residential areas; and

WHEREAS, Zoning Ordinance Section 5.09 Rural Residential II (RRII) District provides "*Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.*" as an allowable Conditional Use; and

WHEREAS, Jennifer Arriola & Mark Arriola, applicants, submitted an application dated received April 1, 2022 and considered complete on April 4, 2022 for a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District, C. Conditional Uses, 10. Bed and breakfast establishments in order to eliminate the requirement that the structure be deemed to be of historical or architectural significance; and

WHEREAS, notice was provided and on May 5, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Text Amendments and made the following findings per Zoning Ordinance Section 8.08, D.:

The Planning Commission finds that the proposed Text Amendment could have the following impacts in the RRII District:

1. Potential for increase in traffic;
2. Depending on the size of the property, there could be potential for parking concerns; and
3. Depending on the size of the property, there could be potential for noise concerns.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends denial of the request for Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District based on the findings above.

Adopted by the Planning Commission of Chisago County, Minnesota, this 5th day of May, 2022.

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

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District

Jennifer & Mark Arriola



Purpose of RRII District

According to Zoning Ordinance Section 5.09, the purpose of the Rural Residential II (RRII) District is to provide a transition area between agricultural areas and higher density rural residential areas.

Current Language

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.

Proposed Text Amendment

Section 5.09 Rural Residential II (RRII) District

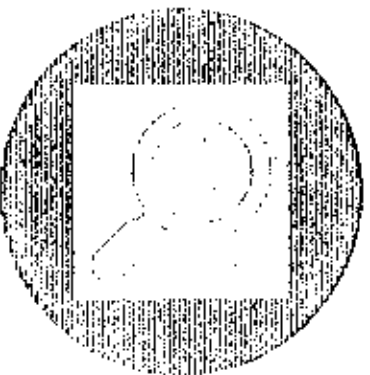
C. Conditional Uses

10. Bed and breakfast inns, ~~establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.~~

		Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
C		Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
C		Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
C		Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
P		Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
NA	NA	
C		Bed and breakfast establishments, as a principal or accessory use.
C		Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.

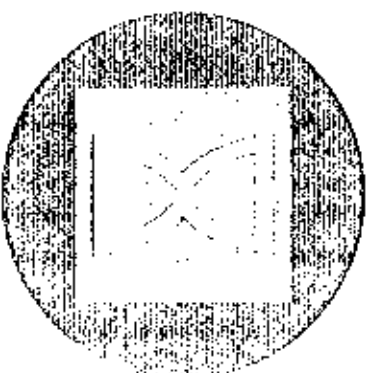
- The 1973 (original Zoning Ordinance), 1987 and 1991 Zoning Ordinances did not identify B&Bs as an allowable use in the Rural Residential (RR) District or any other zoning district.
- The 1997 Zoning Ordinance identified B&Bs as a Conditional Use in the Agricultural (AG), Rural Residential I (RRI), Rural Residential II (RRII) and Urban Residential Districts, and a Permitted Use in the Rural Village Center (RVC) District. The language is very similar to the current Zoning Ordinance; however, the 1997 ordinance required that the County Board make the determination on historical or architectural significance rather than the Zoning Administrator.

Review Process



TECHNICAL REVIEW COMMITTEE
APRIL 13, 2022

NO CONCERNS IDENTIFIED



REVIEW PERIOD

60-DAY REVIEW PERIOD EXPIRES ON JUNE 3, 2022



Finding #1 The proposed Text Amendment itself will not create an excessive demand on existing public facilities and/or utilities. It is possible that a Bed & Breakfast Establishment may create an increased demand on certain public facilities and/or utilities; however, the County will continue to process this use as a Conditional Use in the Rural Residential II (RRII) District and will have the ability to analyze and address demand on public facilities and/or utilities on a case-by-case basis.

Finding #2 The proposed Text Amendment itself cannot be evaluated in terms of compatibility with existing development. Rather, each proposal for Bed & Breakfast Establishment in the Rural Residential II (RRII) District must continue to be evaluated individually, through the Conditional Use Permit process, for compatibility with existing development and impact on future development.

Finding #3 The proposed Text Amendment itself will not cause traffic hazard or congestion. It is possible that a Bed & Breakfast Establishment may cause traffic hazards and/or congestion in a certain location; however, the County will continue to process this use as a Conditional Use in the Rural Residential II (RRII) District and will have the ability to analyze and address traffic concerns on a case-by-case basis.

Finding #4 The County finds that the proposed Text Amendment is in keeping with the land use goals of the County, as described below in Finding #5. Additionally, the County finds that the proposed Text Amendment will create more lodging options which will support the policies described below in Finding #5.

Finding #5 The 2017 Chisago County Comprehensive Plan includes an economic development goal to "Provide for a range of economic diversity and development opportunities to maintain and strengthen the County's economy." To achieve this goal, the County has developed two policies that directly support the proposed Text Amendment: 1) 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; and, 2) Promote tourism and commercial recreation as expanding opportunities for employment and tax base.

Staff finds the request for Text Amendment to be reasonable in premise but suggests a slight modification for consistency with similar language for other zoning districts. The draft Findings of Fact support approval of the proposed Text Amendment. However, not knowing the reason behind the requirement that B&B structures be determined to be of historical or architectural significance and the fact that the proposed Text Amendment would apply to one zoning district and not the others, staff recommends further discussion amongst the Planning Commission in consideration of consistency with the intent and purpose of the Zoning Ordinance.

Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff is requesting that the Planning Commission consider one of two recommendations:

1. Recommend approval of the Text Amendment as proposed:

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. ~~Bed and breakfast inns, establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance;~~

2. Recommend approval of the Text Amendment as amended by staff:

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. ~~Bed and breakfast establishments, as a principal use or accessory use, in structures determined by the Zoning Administrator to be of historical or architectural significance;~~

Options #:
Action Requested

OPTIONS:

1. Recommend that the County Board approve the Text Amendment as presented or amended (staff recommendation options #1 or #2 above).
2. Should the Planning Commission determine that the proposed Text 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 Text Amendment based on factors deemed appropriate. *(Note: The Commission will need to include specific finding(s) for denial in its motion, using Zoning Ordinance Section 8.08 for reference.)*
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 June 3, 2022.

ACTION REQUESTED:

Motion to adopt Resolution No. PC2022-0502, a resolution recommending approval of a Text Amendment to Zoning Ordinance Section 5.09, as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II District
 DATE: May 5, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Text Amendment pertaining to Bed and Breakfast Establishments (B&Bs) within the Rural Residential II (RRII) District.

APPLICATION INFORMATION

Applicant(s): Jennifer & Mark Arriola
 Date Application Received: April 1, 2022
 Date Application Complete: April 4, 2022
 60-Day Review Period: June 3, 2022

BACKGROUND

Applicants Jennifer & Mark Arriola are requesting that the County consider a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District, C. 10. Bed and breakfast establishments (B&Bs) in order to eliminate the requirement that the structure be determined to be of historical or architectural significance. The proposed Text Amendment would essentially allow any habitable structure within the RRII District to be considered for B&B purposes.

PROPOSAL ANALYSIS

According to Zoning Ordinance Section 5.09, the purpose of the Rural Residential II (RRII) District is to provide a transition area between agricultural areas and higher density rural residential areas. Section 5.09 provides a total of six Permitted Uses, 11 Conditional Uses and two Interim Uses (see Section 5.09 attached). The current ordinance, as it pertains to B&Bs, reads as follows:

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.

The applicants' written narrative provides a thorough explanation for the requested Text Amendment, with references to the 2017 Chisago County Comprehensive Plan, tourism opportunities, and overall shortage of / need for lodging options. Further, the written narrative explains that B&Bs come in a variety of locations and styles, thereby providing justification for the proposed Text Amendment. The applicants are proposing the following language (deleted language shown ~~struck through~~; added language shown underlined):

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. Bed and breakfast inns, establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.

The following is a summary of the County's various zoning districts and the use of B&Bs within those districts.

Zoning District	Permitted Use (P) / Conditional Use (C) / Interim Use (I) / Not Allowed (NA)	Language Provided
Agricultural (AG) District	C	Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
Rural Residential I (RRI) District	C	Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
Rural Residential II (RRII) District	C	Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
Urban Residential (UR) District	C	Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
Rural Village Center (RVC) District	P	Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
Commercial / Limited Industrial (CLI) District	NA	NA
Rural Transit Center (RTC) District	C	Bed and breakfast establishments, as a principal or accessory use.
Protection and Transfer (PAT) District	C	Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.

The table above shows that nearly all of the County's zoning districts allow B&Bs as a Conditional Use and only one district allows B&Bs as a Permitted Use. Additionally, with the exception of the Rural Transit Center (RTC) District, all of the County's zoning districts require that B&Bs be located in a structure determined to be of historical or architectural significance. While it's unknown to current Department of Environmental Services staff how the County's current B&B language (reference to historical or architectural significance) was developed, we have reviewed previous versions of the Zoning Ordinance in order to analyze how the use has been regulated by the County in the past.

- The 1973 (original Zoning Ordinance), 1987 and 1991 Zoning Ordinances did not identify B&Bs as an allowable use in the Rural Residential (RR) District or any other zoning district.
- The 1997 Zoning Ordinance identified B&Bs as a Conditional Use in the Agricultural (AG), Rural Residential I (RRI), Rural Residential II (RRII) and Urban Residential Districts, and a Permitted Use in the Rural Village Center (RVC) District. The language is very similar to the current Zoning Ordinance;

however, the 1997 ordinance required that the County Board make the determination on historical or architectural significance rather than the Zoning Administrator.

Again, it is unknown to current staff why the Zoning Ordinance includes a requirement that B&Bs be located in a structure of historical or architectural significance; however, this language has been utilized since B&Bs were first identified as an allowable use in the County (1997).

Based on Department of Environmental Services records, the County has approved a total of eight CUPs, from 1982 to 2002, allowing B&Bs. Being that the Zoning Ordinance did not specifically identify B&Bs as an allowable use until 1997, many of these B&Bs were processed as "Commercial Recreation Facilities". The last B&B, approved in 2002, was processed as a "Home Occupation". Planning Commission meeting minutes from March 1982, when the Commission considered its first CUP for a B&B, state that "The Planning Commission discussed the concept [of B&Bs] and mentioned that in an area that is of great historical interest, particularly for people of Swedish descent, that there should be a great deal of interest for this type of accommodation." The May 1985 Planning Commission meeting minutes, when considering the second CUP for a B&B, state that "The Planning Commission felt that the bed and breakfast concept is one that is growing and benefits many." Meeting minutes make reference to historical significance for two of the eight B&Bs; however, this would not have been a specific requirement until 1997 and that would have only applied to three of the eight B&Bs. The final B&B, approved in 2002, *may* have been processed as a "Home Occupation" due to the fact that it was new construction and was deemed not to have historical or architectural significance.

While the attached written narrative suggests that the applicants are proposing a Text Amendment to the Agricultural (AG), Rural Residential I (RRI) and Rural Residential II (RRII) Districts, the application itself specifically requests a Text Amendment to only Section 5.09 Rural Residential II (RRII) District. Therefore, the legal notice only included mention of the RRII District. The Planning Commission may wish to consider the impact of Amending B&B language for one district and not the others, including the AG, RRI, UR, RVC and PAT Districts (see table above). If the Commission supports the proposed Text Amendment and wishes to see it applied to more zoning districts than just the RRII District, a separate public hearing would need to be scheduled (initiated by the Planning Commission or County Board) or the Commission could incorporate this Amendment – as applied to other zoning districts – into the Zoning Ordinance update. As shown in the table above, the RVC District currently includes a model for allowing B&Bs without a requirement that the structure be determined to be of historical or architectural significance.

As part of the review process, the Technical Review Committee met on April 13th. The committee did not identify any concerns with the proposed Text Amendment.

AMENDMENT FINDINGS OF FACT

Zoning Ordinance Section 8.08 (Amendments and Rezoning) states that the Planning Commission shall consider possible effects of the proposed Text Amendment based upon the following factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's consideration.

Factor #1	Whether the amendment will 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 #1	<i>The proposed Text Amendment itself will not create an excessive demand on existing public facilities and/or utilities. It is possible that a Bed & Breakfast Establishment may create an increased demand on certain public facilities and/or utilities; however, the County will continue to process this use as a Conditional Use in the Rural Residential II</i>

(RRII) District and will have the ability to analyze and address demand on public facilities and/or utilities on a case-by-case basis.

Factor #2 Whether the amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #2 *The proposed Text Amendment itself cannot be evaluated in terms of compatibility with existing development. Rather, each proposal for Bed & Breakfast Establishment in the Rural Residential II (RRII) District must continue to be evaluated individually, through the Conditional Use Permit process, for compatibility with existing development and impact on future development.*

Factor #3 The amendment will not cause traffic hazard or congestion;

Finding #3 *The proposed Text Amendment itself will not cause traffic hazard or congestion. It is possible that a Bed & Breakfast Establishment may cause traffic hazards and/or congestion in a certain location; however, the County will continue to process this use as a Conditional Use in the Rural Residential II (RRII) District and will have the ability to analyze and address traffic concerns on a case-by-case basis.*

Factor #4 The amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and

Finding #4 *The County finds that the proposed Text Amendment is in keeping with the land use goals of the County, as described below in Finding #5. Additionally, the County finds that the proposed Text Amendment will create more lodging options which will support the policies described below in Finding #5.*

Factor #5 The amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.

Finding #5 *The 2017 Chisago County Comprehensive Plan includes an economic development goal to "Provide for a range of economic diversity and development opportunities to maintain and strengthen the County's economy." To achieve this goal, the County has developed two policies that directly support the proposed Text Amendment: 1) 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; and, 2) Promote tourism and commercial recreation as expanding opportunities for employment and tax base.*

STAFF RECOMMENDATION

Staff finds the request for Text Amendment to be reasonable in premise but suggests a slight modification for consistency with similar language for other zoning districts. The draft Findings of Fact above support approval of the proposed Text Amendment. However, not knowing the reason behind the requirement that B&B structures be determined to be of historical or architectural significance and the fact that the proposed Text Amendment would apply to one zoning district and not the others, staff recommends further discussion amongst the Planning Commission in consideration of consistency with the intent and purpose of the Zoning Ordinance.

Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff is requesting that the Planning Commission consider one of two recommendations:

1. Recommend approval of the Text Amendment as proposed:

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. Bed and breakfast ~~inns, establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.~~

2. Recommend approval of the Text Amendment as amended by staff:

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. Bed and breakfast establishments, as a principal use or accessory use, ~~in structures determined by the Zoning Administrator to be of historical or architectural significance.~~

If the Planning Commission supports a recommendation of approval, staff encourages the Commission to consider option #2 above. The attached draft resolution is based on option #2 above, but the resolution can be modified, if necessary, based on the Planning Commission's motion.

OPTIONS

1. Recommend that the County Board **approve** the Text Amendment as presented or amended (staff recommendation options #1 or #2 above).
2. Should the Planning Commission determine that the proposed Text 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 Text Amendment based on factors deemed appropriate. *(Note: The Commission will need to include specific finding(s) for denial in its motion, using Zoning Ordinance Section 8.08 for reference.)*
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 June 3, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0502, a resolution recommending approval of a Text Amendment to Zoning Ordinance Section 5.09, as presented or amended.

ATTACHMENTS

1. Application materials
 - a. Application
 - b. Written narrative
2. Zoning Ordinance Section 5.09
3. Draft Resolution No. PC2022-0502

CC: Jennifer & Mark Arriola, applicants
County file

Permit #

2022-00377

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee \$46-
Base Fee \$525-
Wetland or Septic Fees —
Plat Compliance Fee —
TOTAL FEE \$571-

Street Location To Be Determined Tax Parcel # 12.00071.00

Legal Description _____ E-Mail Address: _____

Owner: _____ Day Phone () _____

Address _____

Applicant (if other than owner) Jennifer and Mark Arriola Day Phone _____

Address 3447 Chestnut Lane, Eagan, MN 55123

Type of Request: Variance ☐ Preliminary Plat ☐

Administrative Appeal ☐ Administrative Permit ☐

Conditional Use Permit ☐ Ordinance Amendment ☒
(or amendment to CUP)

Interim Use Permit ☐ Rezoning ☐
(or amendment to IUP)

Applicable section of ordinance: 5.09 Rural Residential II District (RRII), C. Conditional Uses., 10. Bed and breakfast inns

Description of request: Text Amendment Change

If Variance Application, Brief
Description of Practical
Difficulty _____

Jennifer S. Arriola 3/31/2022
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.

4-1-22
Date Received

4-4-22
Date Complete

6-3-22
60 / 120 Day Review Period

Date of Public
Hearing: May 5, 2022

JENNIFER SUMMERS ARRIOLA

March 31, 2022

There is great opportunity and interest in tourism in Chisago County, but few lodging options. The County has begun to address that shortfall by enacting in June 2020 the ordinance requiring licensing for short-term rental units. The next step would be to expand opportunities for the establishment of bed and breakfast inns.

Among the goals of the Economic Development section of the County's 2017 Comprehensive Plan Goals & Policies is to "provide for a range of economic diversity and development opportunities to maintain and strengthen the County's economy. "Two of the means of achieving that goal concern tourism: 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. Promote tourism and commercial recreation as expanding opportunities for employment and tax base.

Throughout Minnesota, bed and breakfast inns come in a variety of locations and styles. From former jails to grand Victorian homes to lake homes, there is a bed and breakfast for any occasion and taste. The small town feel of the communities can be best experienced in a small lodging space. Bed and breakfast owners are residents of the town, shop locally, use local contractors and vendors, and are an economic asset for their communities.

There is a key phrase in the Chisago County zoning ordinance that limits the opportunities to host a variety of bed and breakfast styles in the County: "Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance."

We propose new language regarding the conditional use requirement for bed and breakfast operations in Chisago County in at least three districts: Rural Residential I, Rural Residential II, and Agriculture. If staff and the planning commission see fit to extend this to all districts, that would be an additional benefit.

Proposed language (for RRII)

5.09 Rural Residential II District (RRII)

C. Conditional Uses.

10. Bed and breakfast inns.

We feel that this language change will only enhance the opportunities for tourism growth while respecting the historical feel and the beauty of the County's natural resources. Thank you for your consideration of this proposal. We are available for follow-up questions and next steps.

Sincerely,

Jennifer and Mark Arriola

significance.

14. Retail sales of live bait and tackle with frontage on General Development Lakes.

NEW SECTION 5.08 D - ADDED 11/21/12
Adding New Section D – “Interim Uses”
Full Amendment Resolutions Attached at End of Zoning Ordinance

D. Interim Uses

- 1. Residential Kennels**
- 2. Home occupations in accordance with Section 4.04**

5.09 Rural Residential II District (RRII)

- A. Purpose.
The (RRII) District is intended to provide a transition area between agricultural areas and higher density rural residential areas.
- B. Permitted Uses.
 1. One single family dwelling per lot and accessory uses.
 2. Home occupations in accordance with Section 4.04.
 3. Temporary or seasonal roadside stands for the sale of agricultural products raised in part on the premises upon which the stand is located, not to exceed one stand per lot.
 4. Horse keeping at a maximum density of one (1) horse per two (2) acres.
 5. Daycare and residential facilities as defined in Minnesota Statutes.
 6. Wildlife areas, forest preserves, and public parks for passive recreation, owned and operated by a government agency or non-profit organization and other open space uses.
- C. Conditional Uses.
 1. Churches, chapels, temples, synagogues, mosques, and cemeteries and associated accessory structures.
 2. Local government administration and service buildings.

3. Hospitals, convalescent homes, nursing homes, and medical clinics, where public utilities are available.
4. Schools or other educational facilities, public and private, where public utilities are available.
5. Veterinary clinics.

THIS SECTION of 5.09 C - AMENDED 11/21/12
Moving certain uses from Conditional to Interim Category
(Note Strikethrough Text)
Full Amendment Resolutions Attached at End of Zoning Ordinance

6. ~~Residential kennels.~~
7. Commercial recreation areas that are similar to public recreation areas including private campgrounds, golf courses, swimming pools, resorts, and crafting uses such as quilting and scrapbooking. Restaurants and/or liquor establishments when clearly incidental and associated with the primary commercial recreation use.
8. Public parks for active recreation owned or operated by a government agency or nonprofit organization and other open space uses including museums or other buildings of historical significance as determined by the Zoning Administrator.
9. ~~Home occupations in accordance with Section 4.04.~~
10. Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.
11. Arts studios, as follows:
 - a. The structure footprint is limited to 5% of the gross land area of the property.
 - b. The architecture of the studio shall be designed to be aesthetically compatible with the surroundings.
 - c. That the normal side setbacks be doubled (from 10 to 20 feet).
12. Planned Unit Developments.
13. Retail sales of live bait and tackle with frontage on General Development Lakes.

NEW SECTION 5.09 D - ADDED 11/21/12
Adding New Section D – “Interim Uses”
Full Amendment Resolutions Attached at End of Zoning Ordinance

D. Interim Uses

1. Residential Kennels

2. Home occupations in accordance with Section 4.04

5.10 Urban Residential District (UR)

A. Purpose.

The (UR) District is intended to provide an urban expansion area which will: 1) accommodate urban density residential development in areas of existing development, in close proximity to incorporated cities and with immediate connection to public utilities, and 2) provide for the orderly growth and expansion of municipalities.

B. Permitted Uses.

1. One single family dwelling.
2. One two family dwelling.
3. Accessory uses.
4. Daycare and residential facilities as required in Minnesota Statutes.
5. Home occupations in accordance with Section 4.04.

C. Conditional Uses.

1. Churches, chapels, temples, mosques, synagogues, and cemeteries, and associated accessory structures.
2. Local government administration and service buildings.
3. Hospitals, convalescent homes, and nursing homes.
4. Schools or other educational facilities, public and private.
5. Home occupations in accordance with Section 4.04.
6. Planned unit development in accordance with Section 7.19.
7. Essential services in accordance with Section 4.05.
8. Bed and breakfast establishments, as a principal use or accessory use, in structures determined by the Zoning Administrator to be of historical or architectural significance.

RESOLUTION NO. PC2022-0502

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF A TEXT AMENDMENT TO ZONING ORDINANCE SECTION 5.09
RURAL RESIDENTIAL II (RRII) DISTRICT PERTAINING TO BEO AND BREAKFAST ESTABLISHMENTS**

WHEREAS, Zoning Ordinance Section 5.09 states that the purpose of the Rural Residential II (RRII) District is to provide a transition area between agricultural areas and higher density rural residential areas; and

WHEREAS, Zoning Ordinance Section 5.09 Rural Residential II (RRII) District provides "*Bed and breakfast establishments, as a principal use or accessory use in structures determined by the Zoning Administrator to be of historical or architectural significance.*" as an allowable Conditional Use; and

WHEREAS, Jennifer & Mark Arriola, applicants, submitted an application dated received April 1, 2022 and considered complete on April 4, 2022 for a Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District, C. Conditional Uses, 10. Bed and breakfast establishments in order to eliminate the requirement that the structure be deemed to be of historical or architectural significance; and

WHEREAS, notice was provided and on May 5, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Conditional Use Permits and made the following findings per Zoning Ordinance Section 8.08, D.:

Factor #1 Whether the amendment will 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 #1 *The proposed Text Amendment itself will not create an excessive demand on existing public facilities and/or utilities. It is possible that a Bed & Breakfast Establishment may create an increased demand on certain public facilities and/or utilities; however, the County will continue to process this use as a Conditional Use in the Rural Residential II (RRII) District and will have the ability to analyze and address demand on public facilities and/or utilities on a case-by-case basis.*

Factor #2 Whether the amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #2 *The proposed Text Amendment itself cannot be evaluated in terms of compatibility with existing development. Rather, each proposal for Bed & Breakfast Establishment in the Rural Residential II (RRII) District must continue to be evaluated individually, through the Conditional Use Permit process, for compatibility with existing development and impact on future development.*

Factor #3 The amendment will not cause traffic hazard or congestion;

Finding #3 *The proposed Text Amendment itself will not cause traffic hazard or congestion. It is possible that a Bed & Breakfast Establishment may cause traffic hazards and/or congestion in a certain location; however, the County will continue to process this use as a Conditional Use in the Rural Residential II (RRII) District and will have the ability to analyze and address traffic concerns on a case-by-case basis.*

Factor #4 The amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and

Finding #4 *The County finds that the proposed Text Amendment is in keeping with the land use goals of the County, as described below in Finding #5. Additionally, the County finds that the proposed Text Amendment will create more lodging options which will support the policies described below in Finding #5.*

Factor #5 The amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.

Finding #5 *The 2017 Chisago County Comprehensive Plan includes an economic development goal to "Provide for a range of economic diversity and development opportunities to maintain and strengthen the County's economy." To achieve this goal, the County has developed two policies that directly support the proposed Text Amendment: 1) 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; and, 2) Promote tourism and commercial recreation as expanding opportunities for employment and tax base.*

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends approval of the request for Text Amendment to Zoning Ordinance Section 5.09 Rural Residential II (RRII) District as follows:

Section 5.09 Rural Residential II (RRII) District

C. Conditional Uses

10. Bed and breakfast establishments, as a principal use or accessory use, in ~~structures determined by the Zoning Administrator to be of historical or architectural significance.~~

Adopted by the Planning Commission of Chisago County, Minnesota, this 5th day of May, 2022.

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

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 14
Title of Item for Consideration: Lower St. Croix River Comprehensive Watershed Management Plan – 2022–2023 Annual Plan of Work	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP - “<i>One Watershed One Plan – 1W1P</i>”) and enter into a Joint Powers Agreement for the Implementation of the LSC CWMP. On December 18, 2020, the Chisago County Board of Commissioners appointed Commissioner Chris DuBose to serve as a representative to the LSC CWMP Implementation Policy Committee. The Chisago County Board also appointed Lance Peterson and Mike Mergens as representatives to the Implementation Policy Committee. At their January 25, 2021 meeting, the Implementation Policy Committee approved the final 2021-2022 Work Plan for Watershed Based Implementation Funding (WBIF). On February 17, 2021, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2021-2022. In March the state Board of Water and Soil Resources (BWSR) approved the final Work Plan. The LSC CWMP will now receive \$1,264,531 in State WBIF grant funding to implement projects as identified in the Work Plan for years 2021-2022.	
Background: At their April 25, 2022 meeting, the LSC CWMP Implementation Policy Committee approved the 2022-2023 Annual Plan of Work (attached). The Annual Plan of Work is based on the Implementation Actions as defined in the 2021 – 2030 Implementation Table 5-1 of the LSC CWMP. According to the Joint Powers Agreement for the Implementation of the LSC CWMP, “<i>The governing bodies of the Parties shall approve the annual work plan for its implementation. An annual work plan will be approved only through approval of 2/3rd of the governing bodies of the existing Parties.</i>” The 2022-2023 Annual Plan of Work is hereby presented for County Board approval accordingly. Approval of the 2021 Yearend Progress Reporting, contained within the Annual Plan of Work document, is not request by the Chisago County Board of Commissioners.	
Attachment(s): • Lower St. Croix Partnership, 2022-2023 Annual Plan of Work	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: <i>“Move to accept the approval of the Implementation Policy Committee and to approve the Lower St. Croix Comprehensive Watershed Management Plan, Annual Plan of Work for 2022-2023, as presented.”</i>	

Implications of Action: Recommended Board action will assist in implementing the Lower St. Croix Comprehensive Watershed Management Plan.

Budget/Financial Implications: There are no budget implications at this time. The approved Annual Plan of Work recognizes water resources funding investments throughout the Lower St. Croix watershed.

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

Administrator's Recommendation

Approve CLB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Lower St. Croix Partnership Annual Plan of Work (Based on LSC CWMP Table 5-1)

Projects highlighted in green are funded by Watershed-Based Implementation Fund grant. Projects in white are funded by other sources.										2023 Thematic Program Reporting									
#	Activity	Priority/Location	Measurable Output	Implementation Actions	From CWMP			2-year reports and costs divided by 2			Funding Sources	Final Agency/Responsible Party	WBS, WMO, WMS, County, City, or Multiple	Description of Output(s) Accomplished	Year 1 (2023) Dollars Spent	Year 2 (2024) Dollars Spent	Year 3 (2025) Dollars Spent		
					Years 1-2 Outputs	Years 1-3 Estimated Cost	Years 1-3 Estimated Cost	Final Year 1 (FY 23-24) Estimated Cost	Final Year 2 (FY 24-25) Estimated Cost	Final Year 3 (FY 25-26) Estimated Cost									
Part A: Implementation Activities for Agricultural Lands																			
1	1. Total County (Table 5-1)	1.1 Watershed Inventory: All watersheds within Watershed Inventory, including all watersheds with high, or very high, or very high water quality, including all watersheds with high																	

[illegible]

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 15
Title of Item for Consideration: 2022 CIP - Sunrise Prairie Regional Trail Subgrade Corrections and Replacement	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – Park Division
Previous Action on this Matter: The approved 2022 CIP budgeted \$20,000 towards the Sunrise Prairie Regional Trail subgrade corrections and replacement of a segment of the Regional Trail that needs repair.	
Background: Staff solicited and obtained competitive quotes for services from a bituminous paving and construction company to complete the 2022 CIP plan removal, subgrade improvements and replacement work for a trail segment approximately 340 feet in length along the Sunrise Prairie Regional Trail. This segment north of the CR 17 Park and Ride location started showing signs of major repair in the summer of 2021. In April 2022, quotes were solicited with the intent to complete the repair work within the \$20,000 CIP budget allowance. Two qualifying quotes were received, the lowest quote is from Bluhm Construction at \$22,950. As this quote is slightly higher than the adopted CIP budgeted project (ENVS-0064) staff requests approval for internal adjustment to the ESD CIP plan to accommodate the cost. Staff notes that a separate Parks CIP project concerning Kost Dam Park ADA Ramp Mud Jacking Repair CIP Project (ENVS-0106) has come in under projected budget with a projected cost savings of \$4375.00. To accommodate the ENVS-00064 trail repairs it is requested that balance of funds from ENVS-0106 be dedicated for use in the trail pavement/subgrade project.	
Attachments: • 4/13/2022 Bluhm Construction Inc. Proposal	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners affirmatively consider the 2022 CIP budget allocation adjustment from ENVS-0106 to ENVS-00064. The suggested motion to approve these action(s) is as follows: <i>“Move to approve the transfer of up to \$4,375 from CIP ESD-0106 Kost Dam Park ADA Ramp Mud Jacking Repair project to the CIP ESD-00064 Sunrise Prairie Regional Trail subgrade corrections and repair project”</i>	
Implications of Action: Approval will authorize the shift of CIP project funds and cause the trail repair work to be completed during the 2022 calendar year.	
Budget/Financial Implications: The approved CIP budget remains unchanged. Assigned budget allocation for CIP Projects ESD-00064 and ESD-0106 will be adjusted as outlined.	
Legal/Policy Implications: Quotes were solicited and will be retained in accordance with the Chisago County Purchasing Policy.	

Administrator's Recommendation

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

Asphalt Quote



MPCA License # 313

State License # BC179412

**BLACKTOPPING
BLACKTOP REPAIR
ROAD CONSTRUCTION
DRIVEWAY CONSTRUCTION**

**32635 NORTH LAKES TRAIL
P.O. BOX 708
LINDSTROM, MN. 55045
(651) 257-2877**

**EXCAVATION
SEPTIC SYSTEMS
SEWER & WATER
MATERIALS HAULING**

PROPOSAL SUBMITTED TO: Joseph Tart		PHONE:	DATE: 4/13/2022
STREET: 313 N. Main St.		JOB NAME: Sunrise Prairie Regional Trail	
CITY, STATE AND ZIP CODE: Center City, MN. 55012		JOB LOCATION: Stacy & Wyoming	
ESTIMATOR: Kirk	STATE LICENSE: #313	JOB #	JOB PHONE:

We hereby submit specifications and estimates for:

North of Co. Rd. #17 Section:

\$22,950.00

340' x 10' = 3400 sq. ft.

Remove Existing Asphalt & Base

Furnish & place 9" Recycled (Class 7) Base to reestablish correct grade

Pave 3" LV3 Asphalt (Finished Thickness)

Shoulder Edges with Topsoil, Seed, & Erosion Mat

South of 245th St. Section:

\$16,200.00

200' x 10' = 2000 sq. ft.

Remove Existing Asphalt & Base

Furnish & place 9" Recycled (Class 7) Base to reestablish correct grade

Pave 3" LV3 Asphalt (Finished Thickness)

Shoulder Edges with Topsoil, Seed, & Erosion Mat

***NOTE: All areas needing repair due to construction traffic, will be billed time & material and will be an additional cost over and above this quote.**

Traffic Control is included in price.

TOTAL: \$39,150.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

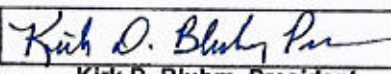
Thirty nine thousand one hundred fifty & no/100

dollars \$39,150.00

Payment to be made as follows: CASH UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be calculated only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. A mechanics lien will be filed on property involved in this contract, within the legal time limit, if the bill is not paid in full as outlined in said contract.

Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: 
Kirk D. Bluhm, President.

***Note: This proposal may be withdrawn by us if not accepted within 30 days.**

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 16
Title of Item for Consideration: Environmental Services Parks Division 2021 Annual Report	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services Dept. on behalf of the Chisago County Park Board
Previous Action on this Matter: None.	
Background: Chisago County Parks and Trails has carried on and initiated a number of successful parks operation projects and grant pursuits for Chisago County. Enclosed please find a 2021 Annual Report highlighting Parks activities for 2021. At the discretion of the Board, staff will be available at your meeting to review and discuss County Parks and the enclosed report. Attachment(s): Annual Report	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board Accept the 2021 Annual Report of the County Parks Department. The recommended motion is: <i>“Move to Accept the 2021 Annual Report of Chisago County Parks and Trails Division of the Environmental Services Department.”</i>	
Implications of Action: Staff will be available meet and review any questions on the 2021 Annual Report. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____



ANNUAL REPORT 2021

Chisago County Parks and Trails

CHISAGO COUNTY PARKS AND TRAILS DIVISION

Our Vision:

"A park and trail system focusing on diverse natural resources and the recreational needs of Chisago County residents and visitors."

Mission Statement:

"Protect the 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."

Chisago County Board of Commissioners

Commissioners	District	Term
Chris DuBose (Chair)	1	1/7/2019-12/31/2022
Rick Greene (Vice Chair)	2	1/5/2021-12/31/2024
Marlys Dunne	3	1/5/2021-12/31/2024
Ben Montzka	4	1/7/2019-12/31/2022
Mike Robinson	5	1/5/2021-12/31/2024

Chisago County Parks Advisory Commission

Park Board Members	District	Term
Jolene Wille (Chair)	1	1/5/2022-01/04/2025
Daniel Kaiser	2	1/7/2020-12/31/2022
Gregg Carlson (Vice Chair)	3	1/5/2021-01/05/2024
Jill Sicheneder	4	1/7/2020-12/31/2022
Frank Storm	5	1/4/2022-01/04/2025
Mike Robinson-(Liaison)	5	1/5/2021-12/31/2024

Chisago County Parks and Recreation Staff

Name	Position
Joseph R. Tart	Parks Director
David B. Johnson	Parks Maintenance Lead
Diane Sander	Office Support



Chisago County Parks and Trails

Chisago County Parks system includes 5 parks, 2 regional trails and a park reserve that provide access to area rivers, lakes and natural areas. Enhancement, improvement and continued expansion of the parks and trail systems will continue to be our main focus for residents and visitors.

Chisago County Park Acreage Distribution

Fish Lake Park, total acres.....	130
Area developed for active use (Approximate)	25
Checkerboard Park, total acres.....	70
Area developed for active use (Approximate)	7
Kost Dam Park, total acres	27
Area developed for active use (Approximate)	5.4
Ki-Chi-Saga Park, total acres.....	97
Area developed for active use (Approximate)	24

Dennis Frandsen Park, total acres	117
Area developed for active use (Approximate)	7
Sunrise Prairie Regional Trail, total acres	180
Area developed for active use (Approximate)	45
Total miles of maintained trails (Approximate)	15.3
Total Trailhead Rest Area acres (Approximate)	5.5
Swedish Immigrant Regional Trail, total acres	42
Area developed for active use (Approximate)	24
Total miles of maintained trails (Approximate)	6.7
Total Trailhead Rest Area acres (Approximate)	.5
North Sunrise Park Reserve	150
Area developed for active use (Approximate)	0
Total area (square feet) of land rented to others (Approximate).....	576,000

Total Acreage Distribution	Acres
Total Develop Use Area	137
Total Develop Acres of Parks, Picnic, Rest Areas	74
Total Miles of Active Trails	22
Total Park and Trail Acreage	813
Total Trailhead Rest Area Acreage	6

PERSONNEL



In 2021 Chisago County Parks season staff include several new hires along with returning employees for the Parks Maintenance, Park Rangers and Collection Attendant positions. Six of the thirteen seasonal staff positions were filled with returning employees.

Chisago County Sheriff Department helped assist and inform parks division as a point of contact for disturbances and vandalism on related park properties throughout the 2021 season.

"Sentence-To-Serve" crew helped assist with weekly park and trail mowing duties throughout the summer season with an average crew size of 2 persons.

Chisago County Shelter Reservations



Shelter Reservations- (3-year comparison)

CHISAGO COUNTY PARKS SHELTERS	2019	2020	2021
Checkerboard Park	1	2	2
Kost Park	1	3	4
Dennis Frandsen Park	8	6	10
Ki-Chi Saga Park Shelter #1 (Play Structure)	7	6	9
Ki-Chi Saga Park Shelter #2 (Soccer)	1	3	2
Fish Lake Park Shelter #1 (Play Structure)	19	10	21
Fish Lake Park Shelter #2 (Lake)	16	11	24
TOTAL RESERVATIONS	53	41	72

Chisago County Fish Lake Parking Permits Sold

2021 Parking Permits	2019	2020	2021
Daily Parking Permits	3,002	2,920	2,583
Season Parking Permits	175	268	217
½ Price Season Parking Permits	26	42	120

PROGRAMS-SPECIAL EVENTS

Purpose

Chisago County Parks and Trails encourages environmental, educational and recreational programs throughout the Parks and Trails system. Many organizational groups, schools and associations play an active role to provide these services and opportunities to residents.

Notable Special Events

Chisago County Parks and Trails hold several special events throughout each year. Below is a list of calendar events scheduled in 2021:

Chisago Lakes High Middle School Event

- Date: June 4, 2021
- Location: Ki Chi Saga County Park
- Comments: Middle School Students were able to meet in an outdoor setting for end of school year event

"Let's go fishing" Event

- Date: June 10 -12, 2021
- Location: Fish Lake County Park
- Comments: East Central held instructional fishing classes

"Options for Women of Chisago County"

- Date: July 14, 2021
- Location: Ki Chi Saga County Park
- Comments: Game and carnival activities, inflatable devises, petting zoo and live music

Notable Special Events Continued

Lakes Area Recreation Baseball Tournament

- Date: July 16 -18, 2021
- Location: Ki Chi Saga County Park
- Comments: Fields 1-4 were reserved for a weekend tournament for 10-12-year baseball players

Ragnar Minnesota Run

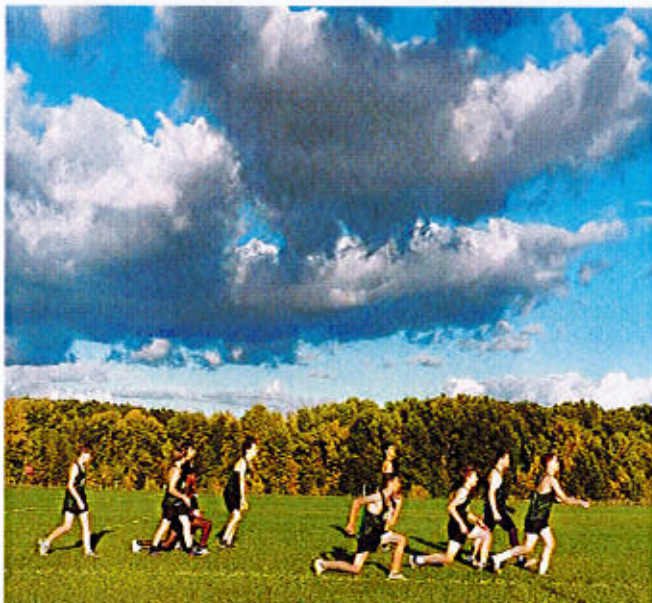
- Date: August 12 - 13, 2021
- Location: Sunrise Prairie Regional Trail
- Comments: The relay run began in St. Paul and ended in Duluth and the course was rerouted to avoid construction

ATV Field Day Event

- Date: September 18, 2021
- Location: Fish Lake County Park
- Comments: Youth ATV-Class held by Chisago County Sheriff's Department

Chisago Lakes High School Cross Country Meet

- Date: September 21, 2021
- Location: Ki Chi Saga County Park
- Comments: High School Cross Country meet



Swedish Immigrant Regional Trail Community Pollinator Seeding Event

- Date: October 30, 2021
- Location: Tern Ave Trailhead and Swedish Immigrant Trail
- Comments: Repeat in

Sporting Events

Lakes Area Recreation Association (LARA) - Lacrosse

- Dates: April - June 2021
- Participants: 150 players
- Location: Ki Chi Saga County Park
- Comments: Lacrosse Season- 4 fields requested for all teams.

Lakes Area Recreation Association (LARA) - Summer Baseball Season

- Dates: May - July 2021
- Participants: 126 players
- Location: Ki Chi Saga County Park
- Comments: Baseball Season- 3 fields requested for user groups 9U, 10U and 11U teams.



Lakes Area Recreation Association (LARA) - In-House Soccer

- Dates: July - August 2021
- Participants: 439 players
- Location: Ki Chi Saga County Park
- Comments: Soccer Season- 4 fields requested for all teams.

Lakes Area Recreation Association (LARA) - Flag Football Season

- Dates: September - October 2021
- Participants: 135 players
- Location: Ki Chi Saga County Park
- Comments: Youth Flag Football Season- Fields requested for 14 teams.

Lakes Area Recreation Association (LARA) - Fall Baseball Season

- Dates: September - October 2021
- Participants: 13 players
- Location: Ki Chi Saga County Park
- Comments: Traveling Baseball Season- Field #2 requested for 11U team.

OPERATIONS AND IMPROVEMENTS

Outside of our structured facility maintenance practices and administrative duties, the following are a few highlights:

Ki-Chi Saga County Park

- During the summer of 2021, the baseball fields at the park were improved by adding additional ag-lime and extending infields to meet the needs of all youth age groups. These continual improvements provide great playing surfaces.
- Chisago County was able complete many maintenance projects throughout the year including staining both picnic shelters, paint all picnic tables and benches throughout the park, relocated picnic tables, barbeque grills and restroom enclosures.
- The Parks Department was able to fund a new roof at playground picnic shelter and install new exterior paneling, aluminum fascia/soffits on both shelters.
- Hiking trails were widened and graded at several locations to provide better visibility and safety.
- The park's entrance had another re-application of fog sealing during in the month of August.
- Capital improvements for 2021 included six (8'x28') foot concrete slabs to allow for new player benches that were installed by parks maintenance staff.
- Three tournaments were scheduled for athletic field use



Renovated Ballfields at Ki-Chi-Saga County Park



Sports Field Management – Weed Control & Fertilization was Applied to Soccer Fields

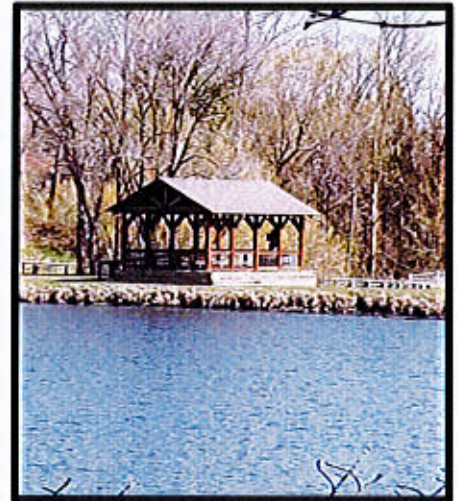
- **North Sunrise Park Reserve**

- Expanding from 2020, new signage was installed and hunting packets were created that included: applications, approval letters, maps, and hunting passes at the 154 acre County-owned Park Reserve that functions as a wildlife management area. In 2021, seven hunters applied for either archery, shotgun or muzzleloader seasons for a variety species which included: small game, deer, waterfowl, or turkey.



- **Kost County Park**

- In late summer Parks Maintenance resurfaced and painted the restroom facility along with redefine parking areas to incorporate additional spaces for visitors.
- 2021 Kost Dam inspection was conducted and some repairs were identified. Future repairs include spalled concrete on abutment and removing trees near spillway.
- Shelter and picnic tables were painted



- **Dennis Frandsen County Park**

- Restroom, shelter, picnic tables, signage and park and trail benches were painted.
- Parks Maintenance removed overgrown shrubs and spruced up the landscaping.
- Grill stations were added and picnic tables and benches were adjusted.

- **Fish Lake County Park**

- During the summer Parks Maintenance completed several improvements projects that made a significant impact. These projects included replacement of new fencing enclosures at the horseshoe pits and resurfacing/painting the restroom facility.
- Additional improvements included repainting both shelters, collection entrance building, and all picnic tables within the park. The playground shelter also received new paneling/facia and soffit upgrades.
- Additional mulch was added to playground area
- Fishing and swimming docks were refurbished with new dock boards and bumpers.
- Hiking trail was brushed in late summer.



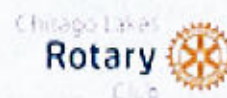
• Checkerboard County Park

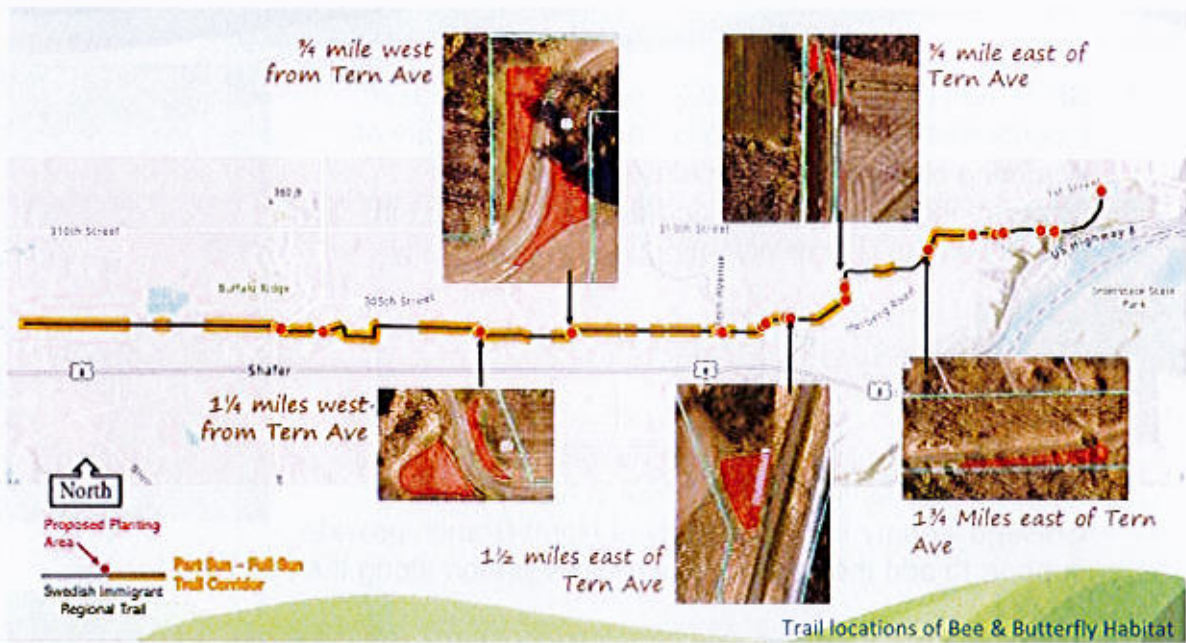
- During the summer of 2021 Chisago County was awarded the Natural and Scenic Area Land Acquisition Grant to purchase a 40-acre land parcel from the Parks and Trails Council of Minnesota. This land parcel adjacent to the park will increase total park acreage for a possible regional park destination and additional hiking trails in the future.
- Park shelter received an update with a new roof, soffit, fascia, and paint.



Swedish Immigrant Regional Trail

- The Swedish Immigrant Regional Trail (SIRT) community-based project will increase awareness and pollinator gardens and educational resources for everyone to enjoy along the trail across the Chisago Lakes community.
- A collaborative effort between the National Park Service, Chisago Lakes Rotary, Chisago County Parks, Chisago Lakes Middle School, and the cities of Shafer and Lindstrom.
- Bee and Butterfly Foundation discussed site and seed preparation. The gardens were seeded using two seed mixes to promote wildflowers and bee habitat.
- Park and Trail staff prepared planting areas, equipment, and labor as grant match.
- We truly thank you for your continued support and dedication for this trail a reality! Our Regional Trail system is very important to our local communities while providing safe travels for all of our users. We will continue to build upon our vision to connect all Chisago County Cities along this great trail corridor.





Bee and Butterfly seeing sites – Prep for selected seeding mix.



Volunteers seeded area with wildflower and bee mixes.

Sunrise Prairie Regional Trail (SPRT)

- In 2021 Chisago County Sunrise Prairie Regional Trail was selected for State Legacy grant funding in the amount of \$1,182,282 for installation of the new trail from North Branch to City of Harris.
- Total of eleven applications were selected for funding. Grant contract processing and finalization in 2021. Project kickoff and preliminary design begins in 2022 with construction in 2023.



Sunrise Prairie Regional Trail (SPRT) Continued

- SPRT had detours during 2021 construction season: County Road 30 from North Branch to Harris; City of Wyoming on East Viking Boulevard; Minnesota Department of Transportation (MnDOT) HWY 61 in Forest Lake to City of Wyoming; and City of Stacy.



Community Service Projects for 2021

- Eagle Scout Project - Installed Bike Repair Station at the Sunrise Prairie Regional Trail in North Branch. Chisago County Parks and City of North Branch provide support to add the second bike repairs station along the trail corridor.
- Troop 159 Birdhouse Trail Expansion - With assistance from a local Chisago Lakes Boy Scout Troop, Ki Chi Saga Park has an additional 18 more birdhouse placed at various locations. This project was completed during the month of June.
- Trailhead Projects - Chisago Lakes Rotary Club and Rotary grant funds help install a custom designed trailhead at Tern Ave along the SIRT that included: landscaping, pollinator garden, bike rack, and Porta Potty enclosure. Rotary Club will also install an informational kiosk within the City of Shafer along the SIRT.



Government Surplus Auction - 2021

Auction Items	Year of Item	Original Purchase Price	Selling Price
Skid Mounted High Pressure Sprayer	2003	\$3,429.83	\$337.00
Toro Z Master Commercial Zero Turn Mower	2008	\$5,918.22	\$2,275.00
Dodge Ram 2500 Diesel Truck with Boss Plow	1999	\$25,766.95	\$8,101.00

Financial and Usage Summaries Credit Card Transactions 3 Year Comparison

Month	2021	2020	2019
January	\$0.00	\$60.00	\$135.00
February	\$60.00	\$135.00	\$0.00
March	\$95.00	\$195.00	\$0.00
April	\$400.00	\$75.00	\$120.00
May	\$550.00	\$135.00	\$245.00
June	\$745.00	\$265.00	\$195.00
July	\$395.00	\$520.00	\$410.00
August	\$70.00	\$225.00	\$345.00
September	\$245.00	\$165.00	\$35.00
October	\$60.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$120.00
TOTAL	\$2,620.00	\$1,775.00	\$1,605.00
Total Number of Transactions	47	31	28

2021 Parks and Trails - Year End Parks Revenue

Shelters Rentals	\$ 3,480.00
Athletic Fees	\$ 8655.00
Special Use Permits	\$ 635.00
Adopt-A-Trail	\$ 250.00
Property Lessees	\$ 371.00
Concessions Agreements	\$ 105.00
Fish Lake Collections	\$ 13,758.62
Camping	\$ 15.00
Tournaments	\$ 300.00
Actual Park Revenue	\$ 27,569.62

2021 Parks and Trails - Year End Budget

Account Name	2021 Budget	Budget Spent
Per Diem In Lieu of Salaries	\$ 3,000.00	\$ 2,150.00
Insurance	\$ 27,430.00	\$ 23,795.91
Public Employees Retire Association (PERA)	\$ 9,141.00	\$ 9,172.32
Social Security	\$ 12,870.00	\$ 11,727.09
Medicare	\$ 3,010.00	\$ 2,742.62
Postage	\$ 100.00	\$ -
Services and Charges	\$ 3,500.00	\$ 3,214.90
Publicity Subscriptions and Dues	\$ 1,000.00	\$ 400.00
Conferences, Training and Dues	\$ 1,200.00	\$ 1,125.00
Contract Services	\$ 37,000.00	\$ 34,460.69
Equipment Maintenance and Repair/Machinery & Equipment	\$ 6,000.00	\$ 5,983.90
Ground Maintenance	\$ 22,000.00	\$ 21,942.00
Mileage	\$ 1000.00	\$ 171.58
Rental and Service Agreements	\$ 4,000.00	\$ 4,009.24
Machinery and Equipment Rental	\$ 1,500.00	\$ 1343.06
Office Supplies	\$ 500.00	\$ 499.89
Repairs and Maintenance Supplies	\$ 7,500.00	\$ 7,489.85
Gas and oil	\$ 13,200.00	\$ 12,534.73
Furniture and Equipment	\$ 750.00	\$ -
Miscellaneous Expenses	\$ 500.00	\$ 468.80
Miscellaneous Revenue	\$ (30,000.00)	\$ (27,569.62)

2021 Parks and Trails – Capital Items

Item Class Code	Description	HCA Purchase Cost	Date Purchased
MACH/EQUIPMENT	2021 Western 8'6" MPV Plus Snowplow	\$ 5,973.50	3/4/2021
MACH/EQUIPMENT	2021 Ford F450 Steel Contractor Dump Box	\$ 7,850.00	6/28/2021
MACH/EQUIPMENT	2021 Swing and Slide for Kost Park	\$ 9,975.18	5/2/2022-(CO)
Capital Improvement	Concrete Slabs - Ki Chi Saga Park Ball fields	\$ 13,440.00	5/11/2021



Park Maintenance and Staff completed many improvement projects and upgrades to park amenities and equipment.

Park Township Dedication Fund

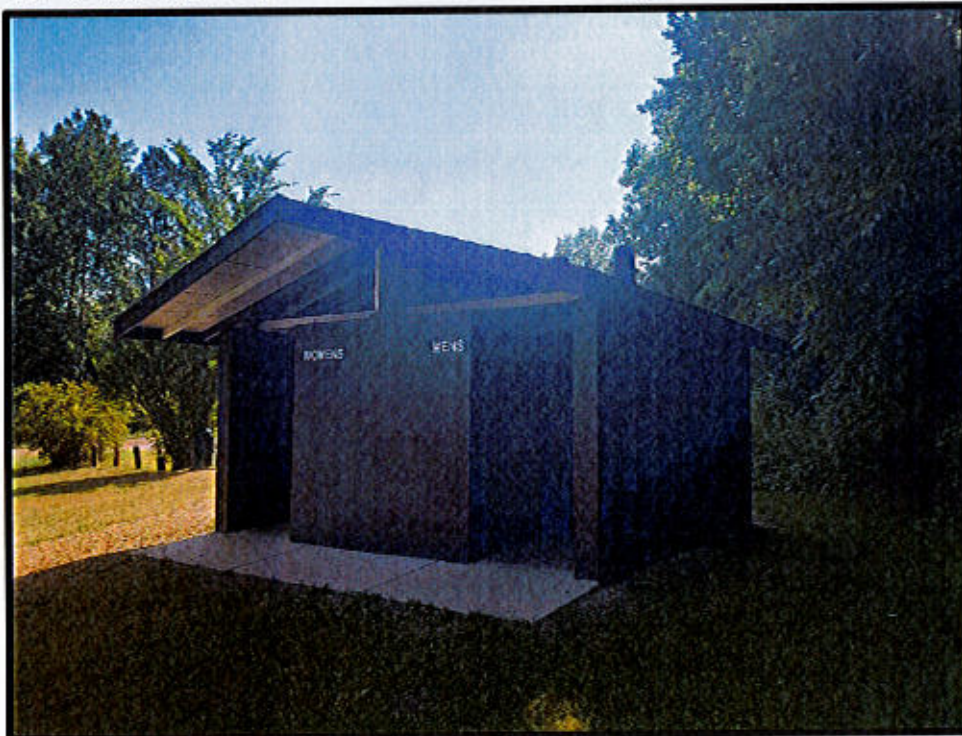
Chisago County Zoning Ordinance allows for a per lot cash fee as provided under Statue #394.25 Subd. 7. Starting in 2004 county policy has provided 75% of the funds collected to townships upon request to provide for park land acquisition and capital improvements within the parameters set forth by this statute. The remaining 25% is used by Chisago County Parks for trail connectivity.

Several townships have used designated park funds over the past seventeen years for a variety of park improvements in their respective townships.

Chisago County Townships	Balance Available
Amador Township	\$ 4,800.95
Chisago Lakes Township	37,442.18
Fish Lake Township	13,383.40
Franconia Township	88,600.00
Lent Township	0.50
Nessel Township	24,000.00
Rusheba Township	31,200.00
Shafer Township	10,393.19
Sunrise Township	19,200.00
<u>TOTAL</u>	<u>\$229,020.22</u>

Chisago County Township Requests

No Township Request were submitted during the 2021 calendar year.



Repainted restroom at Kost Dam Park

Chisago County Request for Board Action

Meeting Date: May 18, 2022	Item Number: 17
Title of Item for Consideration: Report and Recommendations from the May 11, 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 May 11th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations: <u>Children's Collaborative ARPA Request</u> 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 the Children's Collaborative discuss greater specifics about how the money will be spent and the value/return to the community by funding the Collaborative. <u>The item was tabled and not recommended for approval at this time.</u> <u>Current Year-to-Date Financial Update:</u> The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. <u>The Committee recommended accepting the report.</u> <u>Chisago County Public Works APRA Expenditure Request:</u> County Engineer Joe Triplett presented to the Committee that MnDot has determined that Chisago County has lost \$2,297,111 in revenue due to the COVID-19 pandemic, the County lost gas tax revenue. Due to this loss, the County delayed the CSAH 19 project. County Engineer Triplett would like to use ARPA funds to replace that lost revenue to do resurfacing /reconditioning type projects around the County. In addition, Engineer Triplett discussed Public Work facility needs for our shops in Harris and Center City and how the use of these funds could help offset or supplement C.I.P. dollars. The 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).

Lastly, Engineer Triplett discussed equipment ordering issues in regards to the brining equipment and the chassis for the 2022 CIP approve sign truck. The brining equipment quotes have increased a total of \$20k for the 4 tanks, and \$6,700 for the sign truck.

It was previously discussed but no formal action was taken for Public Works to defer PWKS-0168 & PWKS-0206 from the 2022 CIP to the 2023 CIP. **This is recommended for approval by the Budget and Finance Committee.**

Additionally, the Committee recommended previously using the 2022 CIP funds for the Harris Wash Bay (\$275k) to be used to purchase the Brine Equipment, with the additional \$10k needed for the inflationary costs to come from 2022 unallocated CIP funds and the increased cost to the sign truck, \$6,700 from unallocated 2022 CIP funds. **This is recommended for approval by the Budget and Finance Committee.**

Lastly, the Committee recommended allocating \$2.7 million in the County's ARPA funds to fund Public Works facility improvements. **This is recommended for approval by the Budget and Finance Committee.**

2023 Budget and Levy Budget Presentation Schedule:

This is recommended for approval by the Budget and Finance Committee.

The Committee recommended approval of the attached 2023 DRAFT Budget and Levy Department schedule.

Park and Admin – Combined Staff Person Request:

Environmental Services Director Kurt Schneider and Parks Director Joe Tart presented to the Committee the Personnel Committee recommended position of a .6 Office Support position. The position has 0 increase on the levy because the funds are in the personnel budget for the Parks Division of the Environmental Services Department.

County Administrator Burnham requested increasing the position to 1 FTE (or .4 more, an additional amount of up to \$25,000) so that the individual could support both the Parks and Admin./HR office, allowing other personnel in the Admin./HR to focus more time to HR and Admin functions. **This is recommended for approval by the Budget and Finance Committee.**

TNT Budget Supplement:

County Auditor-Treasurer discussed the additional budget supplement that will go to every taxpayer

in Chisago County and the time and financial constraints this State mandate requires. The presentation was for information only.

Review of Current ARPA Allocations:

The Committee reviewed the current ARPA allocations. Additionally, the Committee recommended the County Administrator have authority to approve \$1,000 purchases using ARPA funds without Board approval due to timing restraints. **This is recommended for approval by the Budget and Finance Committee.**

Current ARPA Requests:

County Water Resources Director Jerry Spetzman requested \$2,132 for a Canoe, Electric Motor, Lithium Battery for use in testing County waters that are not accessible with a Boat Launch. **This is recommended for approval by the Budget and Finance Committee.**

Regional UMN Extension Director Craig Taylor requested \$4,200 for 2 laptop computers and software for the two staff members and their programming. **This is recommended for approval by the Budget and Finance Committee.**

County Emergency Management Director Scott Sellman has been in the process of reviewing the COOP and Emergency Operations Plan for the County. Both have not been updated in 2008 and are needed to be updated. Director Sellman has been seeking quotes because the work cannot be done in-house due to the size of the work. The Committee recommended allocating \$60,000 of the County's ARPA allocation to fund this request. **This is recommended for approval by the Budget and Finance Committee.**

The Committee discussed setting up a County-wide Broadband Meeting with Hometown Fiber to discuss the County's \$3 million commitment to the County's Broadband infrastructure. The Committee decided to host a meeting on Tuesday, May 24th at 5:00 p.m. at the Chisago County Government Center. **This is recommended for approval by the Budget and Finance Committee.**

Attachment(s):

- May 11th Budget and Finance Committee Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the May 11th 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 April 13th Budget and Finance Report."

And

"Move to approve deferring PWKS-0168 & PWKS-0206 from the 2022 CIP to the 2023 CIP."

"Move to approve using the 2022 CIP funds for the Harris Wash Bay (\$275k) to be used to purchase the Brine Equipment, with the additional \$10k needed for the inflationary costs to come from 2022 unallocated CIP funds and the increased cost to the sign truck, \$6,700 from unallocated 2022 CIP funds."

"Move to approve allocating \$2.7 million in the County's ARPA funds to fund Public Works facility improvements."

"Move to approve the attached 2023 DRAFT Budget and Levy Department schedule.."

"Move to approve hiring a .6 Parks Office Support and .4 Admin/HR Office position."

"Move to approve the County Administrator to have authority to approve \$1,000 purchases using ARPA funds without Board approval due to timing restraints."

"Move to approve allocating \$2,132 in ARPA funds for a Canoe, Electric Motor, Lithium Battery for use in testing County waters that are not accessible with a Boat Launch."

"Move to approve allocating \$4,200 in ARPA funds for 2 laptop computers and software for the two UMN Extension staff members and their programming."

"Move to approve allocating \$60,000 in ARPA funds to update the County's COOP and Emergency Operations Plans."

"Move to set up a County-wide Broadband Meeting with Hometown Fiber to discuss the County's \$3 million commitment to the County's Broadband infrastructure. The Committee decided to host a meeting on Tuesday, May 24th at 5:00 p.m. at the Chisago County Government Center."

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

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

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

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, May 11, 2022

3:00 PM • Boardroom

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

PROPOSED AGENDA

- I. ARPA Request Presentation - Children's Collaborative Request
- II. 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
- III. Public Works
 - a. ARPA Funding and Brine Equipment/Sign Truck – Cost Increases
- IV. DRAFT 2023 Budget and Levy Presentation Schedule
- V. Personnel Requests
 - a. Parks Department – PT Office Support Specialist
 - b. Administration/Human Resources – PT Office Support Specialist/Social Media Coordinator
- VI. TNT Budget Supplement
- VII. ARPA Items
 - a. Current Preliminary Allocations
 - i. Small Purchase Policy
 - ii. Timing of Expenditures
 - b. Canoe, Electric Motor, Lithium Battery – Water Resources
 - c. UMN Extension Technology Request
 - d. Emergency Management Request – COOP and Emergency Operations
 - e. Broadband Meeting Set Up – County Only or All Entities
- VIII. Other Items

I.

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,

Dean A. Jennissen

Supt Dean Jennissen
Chisago Lakes Schools
Children's Collaborative Chair

Jamie Nord

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

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?

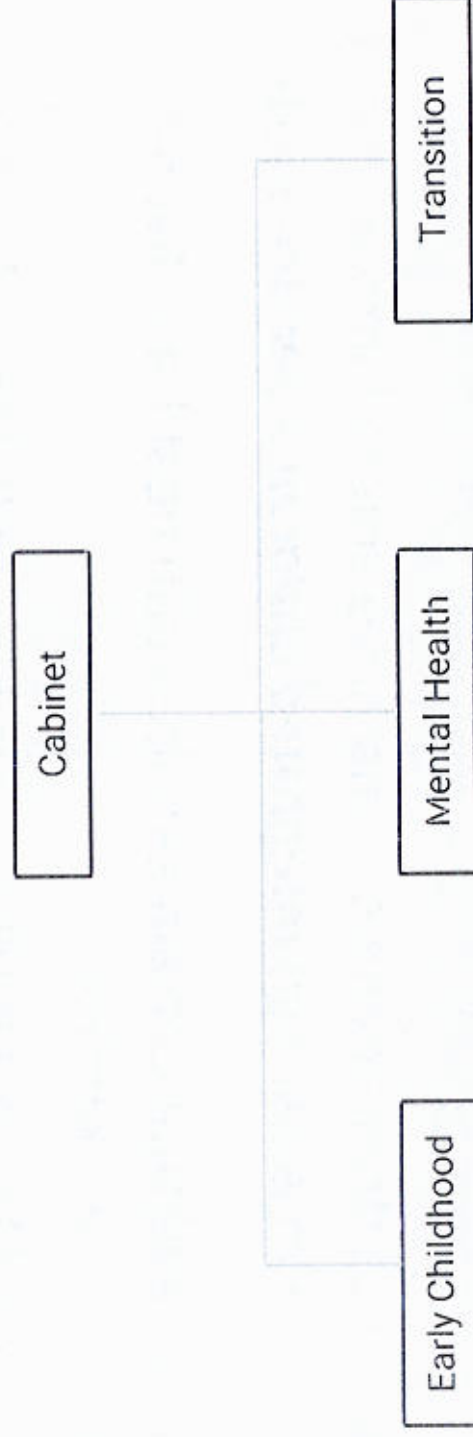
What is the Chisago
County Interagency
Children's Services
Collaborative?

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

The Collaborative Structure



Chisago County serves as the Fiscal Host
SCRED Executive Director functions as the County Collaborative Coordinator

Who are the partners
around the table?

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)

Members of Committees

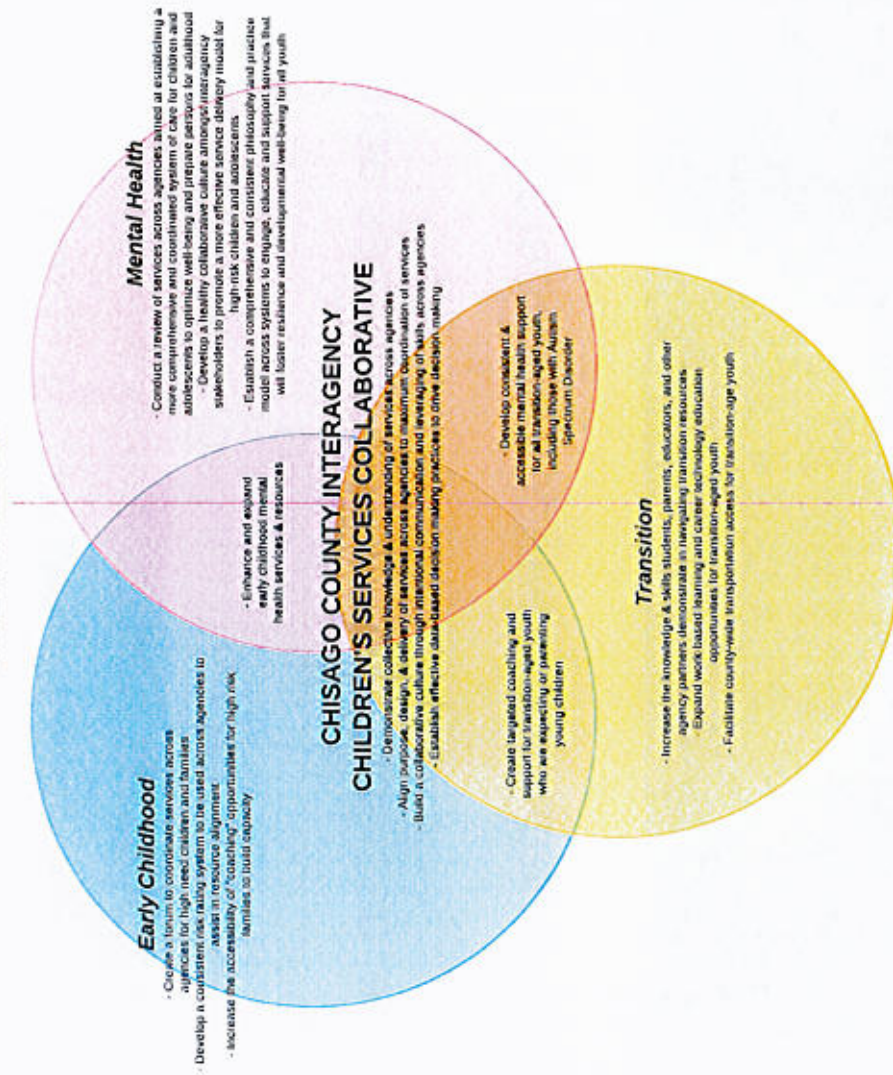
Stakeholders in collaborative structure include staff from:

- school districts
- county departments
- private agencies
- other governmental agencies

What is our purpose?

Chisago County Interagency
Children's Services Collaborative

Strategic Plan 2019-2024



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

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

How can you help support
the Collaborative's work?

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

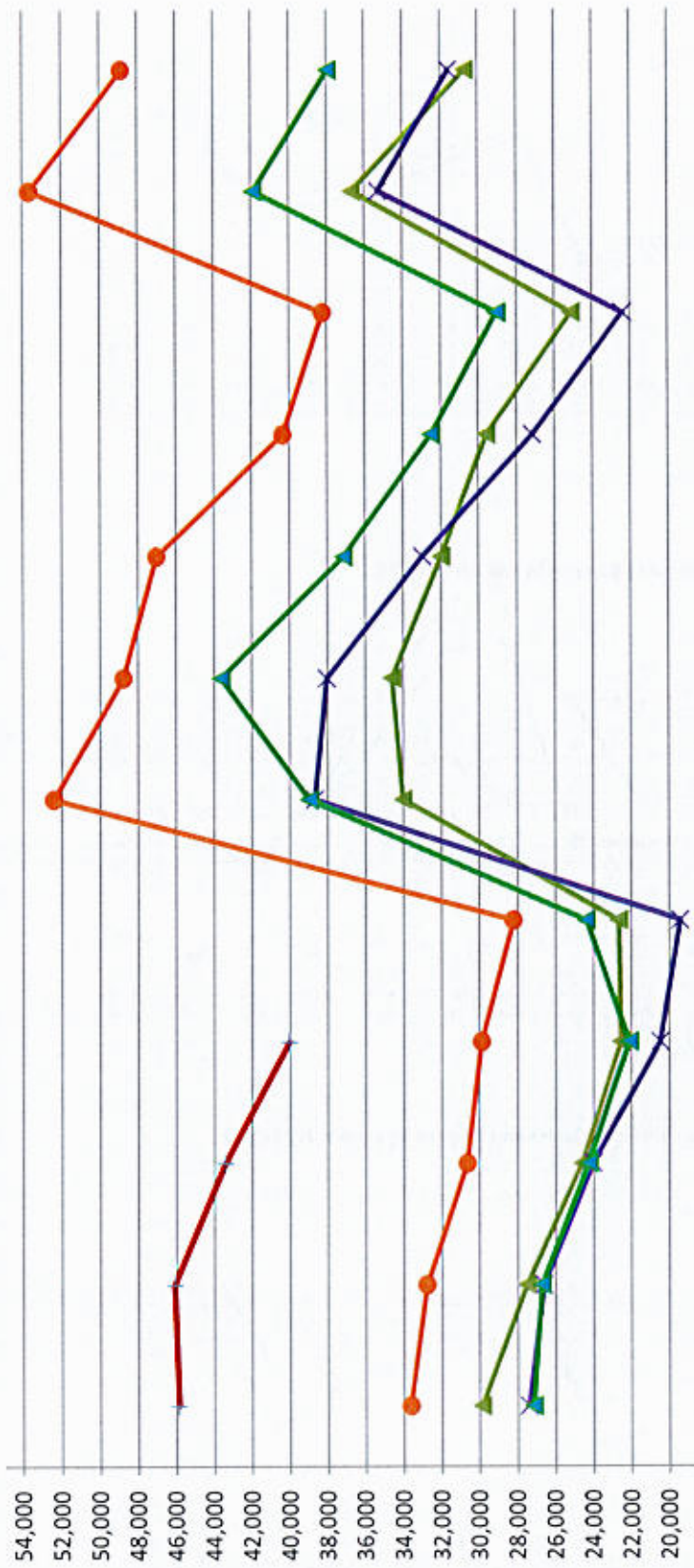
Funding Request

- 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

Thank you!

We appreciate your time and consideration of this request.

Fund Balance (000's) **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								

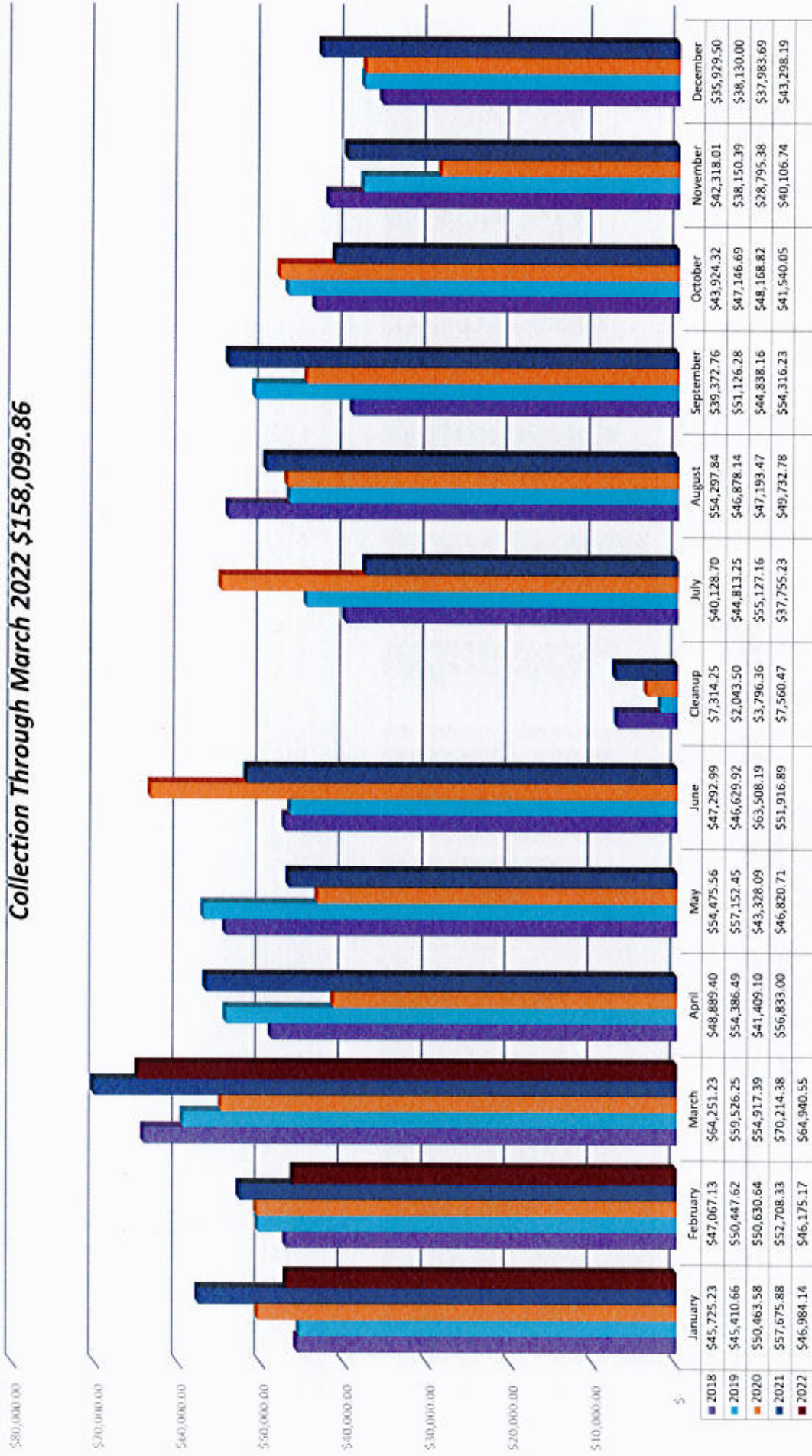
**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 04/30/2022
33% OF YEAR COMPLETE**

	<u>2022 Budget</u>	<u>As of 04/30/2022</u>	<u>% of Budget</u>
GENERAL FUND			
Board of Commissioners	254,761.00	60,833.22	24%
County Administrator	599,689.00	191,131.98	32%
Auditor-Treasurer	799,481.00	247,341.77	31%
Assessor	897,460.00	288,658.76	32%
Enterprise Services	2,004,143.00	619,125.89	31%
Central Services	-	316.00	
County Attorney	2,028,637.00	609,886.08	30%
Recorder	362,138.00	107,697.36	30%
Maintenance	556,290.00	171,773.24	31%
Planning & Zoning	871,612.00	276,197.36	32%
Sheriff	6,254,416.00	1,995,493.73	32%
Boat & Water	41,980.00	-	0%
County Jail	3,748,607.00	1,172,622.50	31%
Probation & Parole	1,142,573.00	366,040.98	32%
Emergency Management	97,540.00	28,911.58	30%
Parks	333,643.00	56,055.97	17%
Water Quality Grant	82,989.00	15,481.27	19%
Wetland Grant	104,994.00	32,958.80	31%
Watercraft Inspection	222,354.00	15,855.77	7%
Non-Levy Departments	634,822.00	173,082.31	27%
TOTAL GENERAL FUND	\$ 21,038,129.00	\$ 6,429,464.57	31%
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	48,007.00	33%
Highway Administration	333,460.00	102,466.16	31%
Highway Engineering	952,240.00	311,521.35	33%
Highway Maintenance	1,818,886.00	548,751.34	30%
Equipment Maintenance/Shop	441,720.00	155,151.24	35%
Traffic Operations	228,975.00	64,069.05	28%
TOTAL ROAD AND BRIDGE FUND	\$ 3,921,341.00	\$ 1,229,966.14	31%

**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 04/30/2022
33% OF YEAR COMPLETE**

	<u>2022 Budget</u>	<u>As of 04/30/2022</u>	<u>% of Budget</u>
HEALTH AND HUMAN SERVICES			
Veterans Service	185,526.00	56,739.00	31%
Income Maintenance	2,919,704.00	829,765.45	28%
Social Services	6,423,869.00	1,985,143.15	31%
Public Health Nursing	1,843,261.00	571,907.00	31%
TOTAL HEALTH AND HUMAN SERVICES	\$ 11,372,360.00	\$ 3,443,554.60	30%
SOLID WASTE FUND			
Score Grant Fund	49,818.00	15,690.10	31%
HHW Operations	130,679.00	42,616.37	33%
TOTAL SOLID WASTE FUND	\$ 180,497.00	\$ 58,306.47	32%
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	123,601.00	34,589.61	28%
TOTAL LAKE IMPV DISTRICT MAINT	\$ 123,601.00	\$ 34,589.61	28%
TOTAL ALL FUNDS	\$ 36,935,928.00	\$ 11,228,290.93	30%

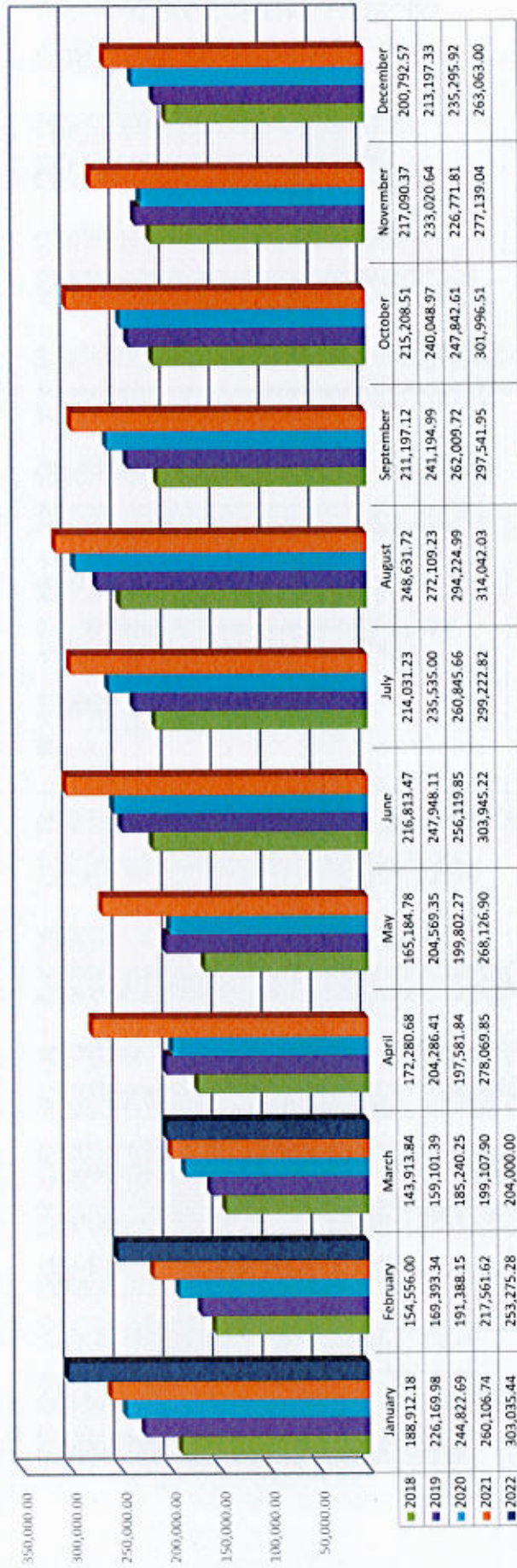
Collection Through March 2022 \$158,099.86



Average Annual Collection \$2,638,888

2022 Budget \$2,800,000

Total Collection Through February 2022 \$560,465



**2022 Capital Improvement Plan
Budget to Actual
As of May 7, 2022**

ADMINISTRATION				
Description	Source	Budget	Actual	Remaining
County Codification Services	CARRYOVER	15,000.00	-	15,000.00
Total Carryover from 2021		15,000.00	-	15,000.00
Indoor Air Quality Assessment - Courts and Judge's Chambers	2022 CIP BUDGET	5,000.00	(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	-	137,100.00
SHERIFF'S OFFICE				
Description	Source	Budget	Actual	Remaining
Insurance Reimbursements	REVENUE	-	14,946.50	14,946.50
Auction Proceeds	REVENUE	-	13,801.00	13,801.00
Total Revenue		-	28,747.50	28,747.50
Python Radar Units	CARRYOVER	4,989.82	-	4,989.82
Insurance Reimbursements	CARRYOVER	118,716.57	-	118,716.57
Auction Proceeds	CARRYOVER	9,705.00	(1,476.38)	8,228.62
Squad Vehicle Replacement & Accessories	CARRYOVER	58,596.16	(5,074.77)	53,521.39
Transport Vehicle	CARRYOVER	33,000.00	(33,000.00)	-
Total Carryover from 2021		225,007.55	(39,551.15)	185,456.40
Radar Speed Trailer	2022 CIP BUDGET	12,323.00	(12,323.00)	-
Patrol Rifle Replacements (30)	2022 CIP BUDGET	41,908.00	(41,901.00)	7.00
Replacement Squads & Accessories	2022 CIP BUDGET	286,200.00	(52,693.33)	233,506.67
Total 2022 CIP Budget		340,431.00	(106,917.33)	233,513.67
Grand Total		565,438.55	(117,720.98)	447,717.57

**2022 Capital Improvement Plan
Budget to Actual
As of May 7, 2022**

PUBLIC WORKS				
Description	Source	Budget	Actual	Remaining
Tandem Dump Trucks (3)	CARRYOVER	750,000.00	(270,463.14)	479,536.86
Harris Wash Bay	CARRYOVER	275,000.00	-	275,000.00
Total Carryover from 2021		1,025,000.00	(270,463.14)	754,536.86
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	(528,191.78)	1,704,574.34

PARKS/ENVIRONMENTAL				
Description	Source	Budget	Actual	Remaining
Auction Proceeds	REVENUE	-	10,376.00	10,376.00
Total Revenue		-	10,376.00	10,376.00
Carryover from 2020	CARRYOVER	9,400.00	-	9,400.00
Swing and Slide for Kost Dam Park	CARRYOVER	10,000.00	-	10,000.00
Sunrise Prairie Trail - 15% Match	CARRYOVER	209,000.00	-	209,000.00
Total Carryover from 2021		228,400.00	-	228,400.00
Kost Park ADA Ramp Repairs	2022 CIP BUDGET	6,000.00	-	6,000.00
ADA Pathway Compliance Improvements	2022 CIP BUDGET	15,000.00	-	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 Trail Subgrade	2022 CIP BUDGET	20,000.00	-	20,000.00
Swedish Immigrant Trail Erosion Control Measures	2022 CIP BUDGET	25,000.00	-	25,000.00
Security Lighting & Electrical Services	2022 CIP BUDGET	35,000.00	-	35,000.00
Woodchipper	2022 CIP BUDGET	35,000.00	-	35,000.00
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	(4,250.00)	284,750.00
Total Remaining		517,400.00	6,126.00	523,526.00

2022 Capital Improvement Plan
Budget to Actual
As of May 7, 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 networked printer for HHS	2022 CIP BUDGET	300.00	-	300.00
Replace scanner for Probation Department	2022 CIP BUDGET	550.00	-	550.00
Replacement networked printer for HHS	2022 CIP BUDGET	600.00	-	600.00
Replacement Printer for HHS	2022 CIP BUDGET	750.00	-	750.00
Replacement networked printer for HHS	2022 CIP BUDGET	750.00	-	750.00
Replacement Printer for Enterprise Services	2022 CIP BUDGET	750.00	-	750.00
Replacement copy / printer for HHS	2022 CIP BUDGET	800.00	-	800.00
Replacement Printer for HR	2022 CIP BUDGET	850.00	-	850.00
Replacement printer for Assessors	2022 CIP BUDGET	850.00	-	850.00
Replacement PC for Public Works	2022 CIP BUDGET	850.00	-	850.00
Replacement projector for Public Works	2022 CIP BUDGET	850.00	-	850.00
Replace Projector for Zoning	2022 CIP BUDGET	850.00	-	850.00
Replace Printer for Zoning	2022 CIP BUDGET	850.00	-	850.00
Replacement high volume scanner for County Attorney	2022 CIP BUDGET	985.00	(956.24)	28.76
Replace high volume scanner for Auditor Department	2022 CIP BUDGET	985.00	-	985.00
Replacement scanner for Public Works	2022 CIP BUDGET	985.00	-	985.00
Replacement high volume scanner for Sheriff's Office	2022 CIP BUDGET	985.00	-	985.00
Replace scanner for Records office	2022 CIP BUDGET	985.00	-	985.00
Replacement PC for Sheriff's Office - Jail	2022 CIP BUDGET	1,065.00	-	1,065.00
Replacement Zebra Printer for County Administration	2022 CIP BUDGET	1,200.00	-	1,200.00
Replace printer for Records office	2022 CIP BUDGET	1,200.00	-	1,200.00
Replacement Laptop for Sheriff's Office - Jail Administration	2022 CIP BUDGET	1,235.00	-	1,235.00
Replacement projectors	2022 CIP BUDGET	1,700.00	(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	-	1,950.00
Replace 2 PC's in Enterprise Services	2022 CIP BUDGET	2,000.00	-	2,000.00
Replacement of 2 Laptops in Sheriff's Office	2022 CIP BUDGET	2,470.00	-	2,470.00
Replace 3 PC's for County Attorney	2022 CIP BUDGET	2,550.00	-	2,550.00
3 replacement projectors for HHS	2022 CIP BUDGET	2,550.00	-	2,550.00
Replacement of 3 projectors in Sheriff's Office	2022 CIP BUDGET	2,700.00	-	2,700.00
Replace Scanner for Zoning	2022 CIP BUDGET	3,100.00	-	3,100.00
Replace 3 Laptops in Enterprise Services	2022 CIP BUDGET	3,935.00	-	3,935.00
Replace Troy Secure Printer for Records Office	2022 CIP BUDGET	4,000.00	-	4,000.00
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO Admin	2022 CIP BUDGET	4,600.00	-	4,600.00
Screening for Chiller at PSC	2022 CIP BUDGET	5,000.00	-	5,000.00
Replace 11 PC's for HHS	2022 CIP BUDGET	9,350.00	-	9,350.00
Replace 12 high volume scanners for HHS	2022 CIP BUDGET	11,820.00	-	11,820.00
Replace 12 PC's for Sheriff's Office	2022 CIP BUDGET	12,000.00	-	12,000.00
APC UPS Batteries for Jail	2022 CIP BUDGET	20,650.00	-	20,650.00
Kitchen Vent Hood Improvements	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	(3,328.94)	372,971.06
Total Remaining		421,022.00	(10,252.58)	410,769.42
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	(650,889.34)	3,589,060.32



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 J. Shimon
Finance and Office Manager

PUBLIC WORKS MEMORANDUM

TO: Budget & Finance Committee
FROM: Joe Triplett, P.E.
DATE: May 4, 2022
RE: Public Works Items

ARPA Funding

Public Works lost real revenue (in the form of State Aid funding) from the gas tax during the pandemic. State Aid from the Highway Users Tax Distribution fund is one of our major funding sources for Maintenance and Construction. Mndot calculated these lost revenues for each county using the guidance provided by the Treasury Department. Mndot has computed our lost revenue to be \$2,297,111. As an example of these lost revenues, we were forced to delay our CSAH 19 project. I am looking to recoup those funds and use them for construction. We would look to deploy these funds to do resurfacing/reconditioning type projects around the county.

We have also discussed 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)

While I realize that decisions aren't going to be made today, any sort of commitment we can get

will help in the planning process. As you know, project development takes some time for us, whether it is for a road project or a building project. As we look to refine our T.I.P., knowing what we may have to work with funding wise would be of tremendous help.

Continued Equipment Ordering Issues

I am aware that our brining equipment request was approved, however, not sure where the funding was coming from. We have taken the opportunity to renew our quotes and have found that the quotes for our 4 tanks have increased the total price about \$20k. I have updated and included the equipment expenditure with this memo. On top of that, delivery for those tanks are out 8 to 10 weeks. The good news is that we did not get any other price or delivery increases on the other items. I would like to be able to put in the order for this equipment as soon as possible.

Another equipment increase is the chassis for our sign truck. We got notice that an additional surcharge of \$6700 is being applied due to "the continued challenging global and domestic economic conditions." In addition to this surcharge, delivery has been pushed back. We were told that the complete truck was estimated to be done in December, but now the chassis is not even scheduled to be built until December. There is still a chance that a 4th quarter surcharge could be applied. Once the chassis is built, I will prepare a budget adjustment form.

CHISAGO COUNTY

Equipment Expenditure Request for Fixed Asset Purchases



revised 01/2022

for assets \$3,000 or more
APPROVAL IS REQUIRED PRIOR TO PURCHASE
orders are not to be split to avoid policy limits

Date 5/3/2022

Asset Description - Brine Equipment

Estimated Cost - \$285,000

Was this item budgeted for this year's department budget? Yes _____ No X

If yes, what budget? _____

If no, please explain _____

AND source of funds _____

Department and/or location of equipment - Center City and Harris shops

Is this a replacement? If yes, explain - _____

Reference asset tag number and/or description of item you are replacing

This request has been reviewed by the Department Head, and if applicable, County Administrator for consistency, uniformity, policy compliance and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - [Signature] DATE 5/3/22
Department Head - [Signature] DATE 5/3/22
County Administrator - _____ DATE _____

Required if purchase is
\$3,000 - \$25,000

Required if purchase is
> \$25,000

Board Approved - YES _____ NO _____
MTG DATE _____ DATE TO BE APPROVED _____

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number _____	Capital Asset Tag # _____
Year/Make/Model _____	
Serial Number _____	Capital Asset Tag # _____
Year/Make/Model _____	
Serial Number _____	Capital Asset Tag # _____
Year/Make/Model _____	

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: _____
Vendor: _____
Inventory Y or N: _____

Approved: _____
Date: _____

AUDITOR'S OFFICE USE

Vendor Paid - _____
G/L Account - _____
Amount - _____

Warrant Number - _____
Date Paid - _____



February 1, 2022

Chisago County Public Works
31325 Oasis Road
Center City, MN 55012
Bruce Lind
Bruce.lind@chisagocountymn.gov
651-755-7270

RE: AccuBatch® brine maker

The AccuBatch® brine maker from Cargill Salt – Road Safety is a brine production system that allows for brine to be manually produced with a temperature compensated conductivity meter for accurate salinity concentration in an entry level machine. All AccuBatch® brine makers come with:

- Up to 2,400 gallons/hour production levels – *Produce as much or as little brine based on your needs*
- Automatic Salinity control – *System uses patent pending technology to ensure continuous, accurate concentration to +/- 0.2% of your desired salinity*
- Durable rugged design – *Marine grade fiberglass is corrosion resistant and an all-weather long-lasting housing for the control panel*
- Single phase electrical – operates on 208-240V, 30A, single phase power with Type L6-30 receptacle
- Ease of Clean Out – *System is designed to make clean out simple and safe without intensive labor*



This quote does not constitute an order confirmation. The prices quoted in this letter are valid for a sixty (60) day timeframe.

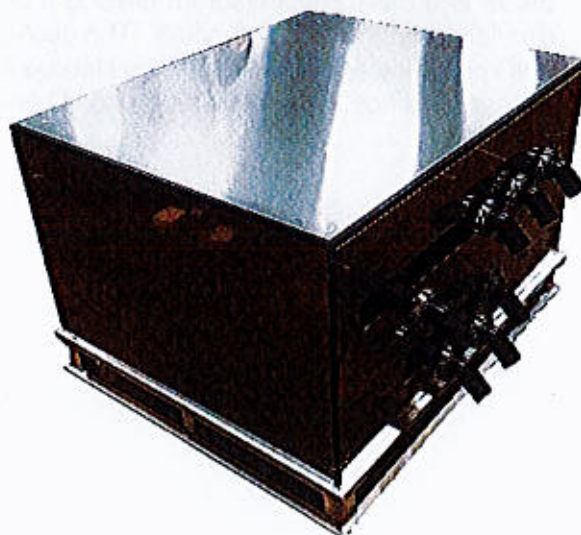
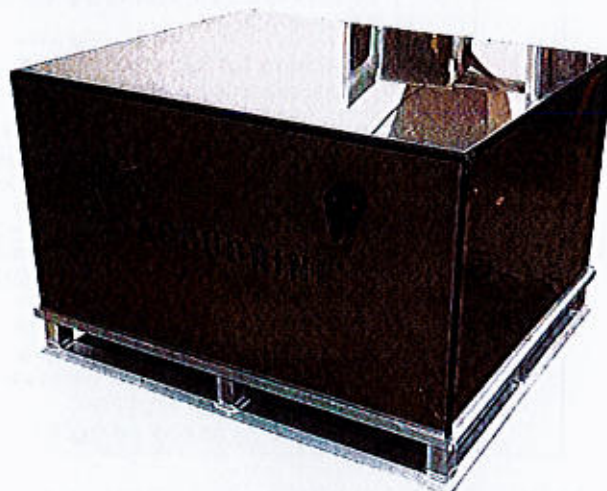
Item	Qty	Description	Each	Extended
1	2	AccuBatch® brine maker Includes a factory installed stainless steel spill shield. Continuous, automatic salinity measurement & control. Single phase electric system with salt tank, brine tank and control panel. <i>(Sourcewell pricing)</i>	\$27,645.00	\$55,290.00
2	2	AccuBrine® Blend V2 – Blending of One Additive – w/Flow Meter Skid-mounted system including 3hp motor/pump with the ability to pull brine and one additive and pump desired quantity on demand and	\$39,607.00	\$79,214.00

		truck offload capability. Includes ability to record truck ID, date/time & quantity loaded. 200 ft. hose standard. Heated enclosure standard. <i>(Sourcewell pricing)</i>	
3	4	Labor to Install, Commission and Train on 4 machines	\$14,420.00
4	4	Freight:	\$4,850.00
		Total:	\$153,774.00

Optional AccuBrine® Blend V2 Truck Loading & Blending System

With the AccuBrine® Blend V2, you can create custom liquid blends of your choosing at the touch of a button. This modular system enables you to produce any custom blend by mixing your brine with various other liquid additives to enhance performance and lower the effective melting temperature. This is the best way to achieve the custom blends you desire efficiently and accurately.

- No Blended Storage required – *this system eliminates the need to store blended product in storage tanks as a custom blend can be made in real time as it is being sent directly to a liquid application truck.*
- Upgrade any brinemaker – *add to any existing brinemaker setup, as this Truck Loading & Blending System operates independently of the brinemaker.*
- Protective Shroud – *internal components mounted to a coated aluminum frame & stainless-steel shroud with internal heater. Designed to protect components from outside elements.*
- Stainless Steel Pump standard – *Stainless Steel cast and wetted parts. Rated either 100 or 200 gallons per minute discharge (model dependent).*
- Accurate volumes – *product dispensed will be measured via a corrosion resistant, in-line Flow Meter. Product is delivered to the truck in a stacked method i.e. Product A, then Product, B, then Product C.*
- Level Sensors – *storage tank volume sensors provided to determine if enough volume of each product is available to produce desired blend.*
- Product Recirculation – *ability to schedule for automatic recirculation of tanks during off-hours to help eliminate stratifications and solids settling out of solutions. Requires storage tanks to be plumbed according to recommendation.*





This quote does not constitute an order confirmation. The prices quoted in this letter are valid for a sixty (60) day timeframe.

Optional Critical Part Packages Offered		Each
A	AccuBatch Control Panel Pedestal	\$2,400.00
B	Critical Spare Parts Kit for AccuBrine® Blend V2	\$6,775.00
C	IP Address for Remote Communication – Modification of Factory IP Addresses and consultation to establish remote communications.	\$500.00

X 1

Item	Qty	Optional PM Services Offered	Each	Extended
A	1	Field Consultation and Layout – Factory technician made available on-site for required project meeting. Includes factory technician's travel and local living expenses.	\$2,500.00	\$2,500.00
B	1	IP Address for Remote Communication – Modification of Factory IP Addresses and consultation to establish remote communications.	\$500.00	\$500.00
C	1	Pre-Season Startup Service – Brinemaker Startup with Training. Includes factory technician's travel and local living expenses. Target dates for this work are August – October.	\$3,000.00	\$3,000.00
D	1	Post-Season Shutdown Service – Brinemaker Shutdown and cleanout. Includes factory technician's travel and local living expenses. Target dates for this work are March – May.	\$3,000.00	\$3,000.00
E	1	Annual Training Refresher – Brinemaker training on-site. Includes factory technician's travel and local living expenses. Requires an operational brinemaker with all utilities and rock salt availability for operation of the unit during training. Target dates for this work are August – October.	\$2,500.00	\$2,500.00

Below is a basic block diagram utilizing a brine storage tank and (1) additive tank, with the ability to circulate product during off-hours. The quoted system allows you to make salt brine to send to storage AND pull brine and additive(s) from storage and send to the Remote Truck Fill at the same time. This is possible since the AccuBrine Blend V2 has its own pump/motor and operates independently of the brinemaker.



Varitech Industries Inc.
A subsidiary of FORCE America, Inc.
501 East City Road
Burnsville, MN 55307
(952) 707-1300

E-Mail

Date: 4/22/22

Total Pages (including cover):4

To: Chisago County Hwy Dept
Public Works Dept
313 Main St
Center City MN 55012
USA

Attn:

Email:

From: Varitech Industries Inc
4115 Minnesota Street
Alexandria MN 56308-3328
USA
sales@varitech-industries.com

Phone Number:888-208-0686

FAX Number:320-763-5612

Subject:

Message:



Varitech Industries Inc.
A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

Sales Quotation

QUOTE #: QT060-1018087-1
CUSTOMER: 579766
DATE: 4/22/2022
PAGE: 3 OF 4

PRODUCT / DESCRIPTION		QTY	U/M	PRICE	EXTENSION
9	1025078 108" Dia Gallonage Decal NPNX718	2	EA	95.00	190.00
10	1067215 Dwst Ext Fill Tube Assy for 2" Outlet LDS 8069X001	2	EA	1,035.00	2,070.00
11	1100020 Rev. A Freight, Estimated Charges for Quotation FR-EST	1	EA	2,520.00	2,520.00
Estimated freight based on all 4 tanks					
..... Prices Are Not Guaranteed And Are Subject To Change Lead Times & Delivery Dates Are Based Upon Current Information And Are Subject to Change Unless Otherwise Noted, Prices Do Not Include Freight					
Accepted By: _____		MERCHANDISE TOTAL: \$90,062.64			
Date: _____		MISC CHARGE: \$0.00			
		TAX: \$0.00			
		QUOTE TOTAL: \$90,062.64			

Questions about your order? Contact us by phone at 888-208-0686 or email us at sales@varitech-industries.com

www.forceamerica.com

Joe K. Triplett

From: Tony J. Nielsen
Sent: Thursday, February 3, 2022 7:42 AM
To: Joe K. Triplett
Cc: Bruce A. Lind
Subject: Quote Updates

To add the pre-wet system to our current Edge bodies (9 tandems) it would be \$33174 if we do the install. Labor if Towmaster does is would be an additional \$19611. I spoke with Towmaster and we should be able to do this in house.

~~The guidance laser is \$2800 per truck, including the 3 we have coming in this year it would be \$30800. There is no price break to buy quantity, just save on shipping. I could start ordering a few at a time and just pluck away as the budget allows.~~

Tony Nielsen | Fleet Maintenance Supervisor
Public Works
31325 Oasis Rd
Center City, MN 55012
Tony.Nielsen@chisagocountymn.gov
Phone: 651-213-8752

'Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'



NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

2023 Proposed Budget Presentation

DRAFT Schedule

July 13 th 2022	3:00 p.m.
	Recorder's Office
	Assessor's Office
	Auditor-Treasurer
	Chisago County Attorney
	Probation Office
	Administration/Human Resources
August 10 th 2022	3:00 p.m.
	Environmental Services
	Public Works
	Enterprise Services
	Chisago County Sheriff
	Health and Human Services
	Chisago County Partners – Historical Society, ECRLB, Ag Society, Soil and Water, U of MN Extension, HRA- EDA

- Tuesday, May 10th – OpenGov and Easy CIP Refreshers – Room 150B at 2:00 p.m.
- **Friday, June 17th** at the end of workday, Budgets must be entered into OpenGov and CIP requests entered into EasyCIP

200

Personnel Requests – ‘Office Support Specialist’

At the April 15th Personnel Committee, Parks Director Joe Tart, requested the ability to hire a **PT .6 ‘Office Support Specialist’** (20-25 Hours per week) for the Parks Department. The position would be funded from the existing Seasonal Staff budget.

This position will focus on customer service. The employee will administer and process requests, create reports from the Park Board and County Board of Commissioners, administrate agreements, create parks and trails literature, utilize social media and website for a better visitor experience as park usage are up by approx. 40%. The approximate cost of this position would be \$24,258.00.

The Personnel Committee approved of the hiring and recommended moving the request to the Budget and Finance Committee.

Additionally, at the April 15th the County Administrator presented the hiring of 1 FTE as a ‘Social Media Coordinator/Administrative Assistant.’ This position would be the Administration/Human Resources Department’s Office Assistant, in addition to the County’s Social Media Coordinator.

The Personnel Committee did NOT approve of the hiring but did recommend moving the request to the Budget and Finance Committee.

County Administrator Burnham is requesting to make the Personnel Committee recommended Parks Department ‘Office Support Specialist’ position be FT instead of .6, have the position officed out of the Administration/Human Resource Office, and be an ‘Office Support Specialist/Social Media Coordinator’ position instead of Parks Department only.

- Since .6 of the position is already budgeted in the Parks Department, the new spending would be an additional approx. \$25,000 for a total of
- **\$50,000 TOTAL or \$25,000 more to the current operating Budget**

The Benefits of adding hours to the position;

- Making the position FT will make the County more competitive hiring the position.
- Adding the additional hours to the approved parks position, accomplishes the County Administrator's request because the position will provide additional support for the Administration/Human Resources Department.
- Adding hours to the approved parks department position, will allow the Human Resources Department to get greater support from current staff because it creates more time for current employee to assist with Human Resources.

Attachment:

- Parks Division Memo from 4/15 Personnel Committee Meeting
- Administration Memo from 4/15 Personnel Committee Meeting



Chisago County
Dept. of Environmental Services, Parks Division
313 North Main Street, Room 240
Center City, MN 55012
(651) 213-8385 - FAX
(651) 213-8960 - PHONE

Joseph Tart, Park Director

MEMO

Date: 4/15/2022
To: Chisago County Personnel Committee
From: Joseph R. Tart, Chisago County Parks Director
Subject: Office Support Specialist-Parks Division (New Position Hire)

Background:

Over the past few years, the Parks Division has continued to grow and trend in the right direction. Since the Covid-19 global pandemic parks and trails have become a main attraction to residents and visitors of Chisago County. Since 2019, Shelter Reservation request are up by 40%, and Special Events and Athletic field usage have also increased rapidly.

To continue to improve and enhance better customer service to the residents of Chisago County this newly created position will help to fill the gap by providing general clerical and administrative assistance to the Parks Division. This position will provide customer assistance by; administering and processing requests, creating reports, administering agreements, creating Parks & Trails brochures and the utilizing the social media and website platforms for a better visitor experience.

This position will provide the Parks Director time to focus attention on seasonal staffing, grant and operational administration, capital projects and ongoing Park and Trail inspections.

In efforts, staff is proposing a new .6 FTE position of Office Support Specialist to be funded from the existing Seasonal Staff budget. This new year-round, part-time position (20-25 hour/week) will fulfill the growing needs for the community. The dedicated nature of this position is anticipated to greatly assist the residents of the county and countless visitors.

The proposed position is in review of Human Resources for Grade/Step assignment and is proposed as a mid-level Grade 12 hire. As grade assignment may adjust, the proportionate hours and schedule of the position will increase/decrease slightly to stay within budget.

Budget/Financial Implications:

Recommended Personnel Committee Board action authorizes the steps necessary to complete position description Grade assessment and fill the position as described.

Legal/Policy Implications:

The recommended Personnel Committee Board review and action creates a new job/description for Chisago County.

Attachments:

- 2022 Seasonal Parks Staffing Budget Plan
- Requisition and Job Description
- Other City and County Similar Job Descriptions



COUNTY OF CHISAGO

HUMAN RESOURCES DEPARTMENT

313 NORTH MAIN STREET, SUITE 170

CENTER CITY MN 55012

PHONE: 651-213-8830 FAX: 651-213-8876

HR@CHISAGOCOUNTY.US

JOB OPPORTUNITY

Office Support Specialist – Parks Division

PROMOTIONAL _____X

COMPETITIVE _____X

APPLICATION CLOSING DATE: May 8, 2022

JOB TITLE: Office Support Specialist – Parks Division

DEPARTMENT: Environmental Services/ Parks

SUPERVISOR: Parks Director

SUMMARY OF DUTIES:

Provides general clerical and administrative assistance to Parks Division. Assists Parks Director in all aspects of administration and customer services to the public through coordination of all facility reservations and other programs related to the area of assignment.

QUALIFICATIONS & REQUIREMENTS:

Graduation from high school or equivalent; clerical/office experience; General knowledge of parks operations, customer service background; knowledge of office practices, and skilled in operation of computers, printers, GIS, document scanners, fax, copy machine, and other office equipment; Ability to use Microsoft Office programs; Attend monthly park board meetings as required.

SALARY RANGE: \$15.46 to \$21.08 DOQ

GRADE: 12 (Part-time) 20-25 hrs./week

Apply online at Minnesota Merit System by January 9, 2022.

<https://www.governmentjobs.com/careers/mnmeritsystem>

POSITION TITLE: Office Support Specialist-Parks

DEPARTMENT: Environmental Services

POSITION STATUS: Part-time, (20-25 hrs./week)

JOB LOCATION: Government Center

POSITION OBJECTIVE: To provide office support duties for the Parks Division of the Environmental Services Department.

SUPERVISION RECEIVED:
Parks Director

SUPERVISION EXERCISED: None

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- 1) Attend and assist in preparing monthly Park Board Meetings; produce meeting minutes, prepare packets, update forms and other related documents. Update online calendar's with park addenda's and minutes.
- 2) Coordinate online and in person shelter and camping reservation requests; assist with customers service questions and send out informational packets. Monitor payments, refunds and receipting. Prepare and distributes shelter postings to Parks Maintenance staff.
- 3) Record and update spreadsheets for seasonal parking fee collections. Collaborates with Collection Attendants on proper procedures and policies.
- 4) Assist in promoting, processing and collecting payments for concession agreements. Receive all necessary licenses, permits and liability Insurance.
- 5) Updating parks related reports, policies, agreements, and manuals with assistance from Parks Director.
- 6) Provide and process hunting registration applications, approval letters, maps, regulations, vehicle permits, and packets.
- 7) Collaborate with Athletic Associations, School Districts and other user groups by updating agreements, waivers, and policies. Assist user groups with park

availability and tournament applications requests. Submit invoices, collect fees and processes payments. Update athletic field usage calendar on parks and trail webpage.

- 8) Process and record all Special Event permit requests, conditions and activity maps by flowing park rules and regulations.
- 9) Promote and process Adopt-A-Trail applications, renewals, trail conditions report and payments.
- 10) Update and design park and trail brochures, maps and other related requests.
- 11) Administers Parks and Trail volunteer requests by providing waivers and documentation.
- 12) Draft various division documents under general supervision of Parks Director.
- 13) Prepare public outreach information using written and electronic web site or other social media. Monitors and assists in the development of social media communication and outreach platforms for the Parks and Trails division.
- 14) Assist with office phone coverage as directed and answers general public inquiries for the Parks division.
- 15) Record and maintain varies Parks Division documents; Scan and copy documents into designated systems.
- 16) Organize community events as presented and perform other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

Education and Experience

- a. Graduation from high school or equivalent, plus clerical/office experience
- c. General knowledge of Parks and Trails operation and programming
- d. Multi-disciplinary customer service background

Knowledge, Skills and Abilities

1. Knowledge of office procedures, programs and activities.
2. Ability to relay this information to staff, clients, and public in absence of key personnel.
3. Ability to set priorities.
4. Knowledge of spelling, grammar and punctuation

5. Skill in the operation of a computer terminal and printer, document scanners, fax, laminators, copy machine and other office related equipment
6. Must have excellent organizational skills.
7. Ability to field questions/concerns put forth by the general public.
8. Ability to understand, follow oral and written instructions.
9. Ability to support and attend meetings as required.

TOOLS AND EQUIPMENT USED:

Computer, copier, phone, fax, scanner other miscellaneous equipment relative to position.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit, talk and hear. The employee is regularly required to walk; use hands and arms, to operate, handle or feel objects, tools or controls. The employee will reach with arms and hands. Occasionally the employee is required to climb and balance, bend, stoop, kneel, crouch and/or crawl.

The employee will occasionally lift, and/or move up to 25 pounds. Specific vision abilities required by this job include close, distant and peripheral vision and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee regularly works in an office setting.

GENERAL STATEMENT:

Applicants for appointment to this position will be required to submit a formal application and may be subject to rating of education and experience, oral interview and/or reference check. Job related tests may be required of any applicant.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

JOB RANK

Grade 12

Points

Effective Date:

Revision History: 10/2022 (ADA)

Approval: _____
Parks Director

Approval: _____
Employee

Approval: _____
Environmental Service Director

POSITION: Parks-Office Support Specialist

DEPARTMENT: ENV. Services/Parks

☒ New Position

☐ Replacement for: _____ Vacant Since: _____

Estimated Annual Personnel Costs (Including Benefits): \$24,258.00

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐ Vehicle: \$ _____

☐ Desk/Office Set-up: \$ _____ Details: _____

☐ Telephone: \$ _____ Details: _____

☐ Computer: \$ _____ Details: _____

☐ Other: \$ _____ Details: _____

TOTAL HARD COSTS: \$ _____

TOTAL COSTS: \$24,258.00

Financing of Position:

☐ Revenue Generated: \$ _____

☐ Grants: \$ _____

☐ Levy: \$ _____

This space is reserved for Human Resources comments:

TOTAL INCOME: \$ _____

Reason for New Position:

Provides general clerical and administrative assistance to Parks Division. Assists Parks Director in all aspects of administration and customer services to the public through coordination of all facility reservations and other programs related to the area of assignment.

Results of Denial:

This position will provide a much needed and better customer service to the residents of Chisago County. It will grant the Parks Director time to focus mainly on park and trail projects, grant writing, admistration and reporting. Along with capital improvements projects, budgeting and staffing supervision.

2022 Seasonal Parks Staffing

We have \$143,364.00 budgeted for Part-time labor in 2022.

- **Park Rangers (May 27th-Sept 5th)**

2022 Staffing needs

- 340 total hours for 1 position @ \$17.50 per/hour= \$5,950.00
- 680 total hours for 2 positions @ \$17.00 per/hour= \$11,560.00
- 1020 total hours for all positions= \$17,510.00

- **Collection Attendants (May 27th-Sept 5th)**

2022 Staffing needs

- 247 total hours for 1 position @ \$13.50 per/hour= \$3211.00
- 247 total hours for 1 position @ \$14.50 per/hour= \$3581.00
- 247 total hours for 1 position @ \$15.00 per/hour= \$3705.00
- 741 total hours for all positions= \$10,497.00

- **Seasonal Parks Maintenance Workers (March 28th-Oct 31st)**

- Season Maintenance Staff
 - 550 total hours per position (1 positions) @ \$16.50 per/hour= \$9,075.00
 - 550 total hours per position (1 positions) @ \$15.00 per/hour= \$8250.00
 - 400 total hours per position (1 positions) 26 weeks at 3 days a week -@ \$16.50 per/hour= \$6,600.00
 - 400 total hours per position (1 positions) 26 weeks at 2 days a week -@ \$15.00 per/hour= \$6,600.00
- 1900 total hours for 4 positions= \$30,525

- **Parks Maintenance Technician (March 21st-November 18th -2022)**

- 34 weeks (1 position) for 2022 @ \$21.65 per/hour (Grade 15) (Step 8)
- 1360 total hours= **\$29,444.00 in 2022**
- Range of hours per year- (1248-1578)
- Range in weeks (31-39) per year
- 3/5th time employee

- **Office Support Specialist- Parks Division (Part-time/ Year-round position)**

- 34 weeks (1 position) for 2022 @ \$18.66 per/hour (Grade 12) (Step 7)
- 680 total hours= **\$15,861.00 in 2022**
- **Projected for 2023**
- 52 weeks (1 position) for 2023 @ \$19.37 per/hour (Grade 12) (Step 8)
- 1300 total hours= **\$25,181.00 in 2023**
- 3/5th time employee

- **Total Part-time employee wages for 2022**

\$ (17,510)	Parks Rangers
\$ (10,497)	Collection Attendants
\$ (30,525)	Parks Maintenance Season staff
\$ (29,444)	Parks Maintenance Technician
\$ (15,860)	Parks and Trails Office Support Specialist
\$ 103,836	

\$ 143,364 2022 Budgeted Amount

\$ (39,528)-Remaining budget dollars projected in 2022

- **Total Part-time employee wages for 2023 (Projected)**

\$ (18,000)	Parks Rangers
\$ (11,000)	Collection Attendants
\$ (33,500)	Parks Maintenance Season staff
\$ (31,906)	Parks Maintenance Technician I
\$ (19,593)	Parks Maintenance Technician II
\$ (25,181)	Parks and Trails Office Support Specialist
\$ 139,180	

2022 Seasonal Parks Employees

Seasonal Maintenance Workers

- Returning Employee-3rd year
- Returning Employee-3rd year
- New Employee Replacement
- New Employee Replacement

Parks Rangers (Fish Lake Park)

- Returning Employee- 2nd year
- New Employee Replacement
- New Employee Replacement

Collection Attendants (Fish Lake Park)

- Returning Employee -10th year
- Returning Employee- 3rd year
- Returning Employee- 2nd year

Parks Maintenance Technicians

- Returning Employee- 2nd year
- Budgeted New Employee- 2023

Parks and Trails Office Support Specialist

- Budgeted New Employee-2022

Program Seasonal Hires

1. Previous Years Process

- 1) Create Tentative Schedule- for Fish Lake employees- Ranger/Collection Attendants
 - a. Number of working days vary each year
- 2) Determine park's maintenance needs for the year- predicting start dates (Seasonal Maintenance Staff)
 - a. Anticipate number of hours employees will work (compare to previous years)
 - b. 2- employees work 2-3 days/week
 - c. 2- employees work 4-5 days/week
- 3) Complete Personnel Requisitions
- 4) Forward Personnel Requisitions/Job descriptions to HR Director
- 5) Post Job openings in Chisago County Press, Chisago County Website, and League of MN Cities

2. Offer Letters- HR Director sends out offer letters to returning employees that E.S Department has selected as eligible (2 weeks for reply)

3. Returning seasonal employee wage incentive/adjustment ideas(s)

- \$0.50 per hour wage incentive-Seasonal staffing
 - i. Seasonal Collection Attendants
 - ii. Seasonal Parks Maintenance workers
 - iii. Seasonal Parks Rangers

4. Positions Needed (13 total)

Parks Maintenance Staff

- 4 Seasonal Parks Maintenance employees
- 1 Part-time Parks Maintenance Technician

Parks Rangers (Fish Lake Park)

- 3-4 Seasonal Parks Rangers- (7 days per week- Memorial Day to Labor Day)

Seasonal Collection Attendants (Fish Lake Park)

- 3-4 Seasonal Collection Attendants- (Friday thru Sunday)- Memorial Day to Labor Day)

5. Timeline(s)

- Board Approval?
 - i. Wage Incentive Increase
 - ii. New Position- Part-time Office Support Specialist
- Posting periods
 - i. 2-3 weeks (may extended posting period if send out in early to mid-March)
 - ii. Sooner the better- typically in the month of February
- Target Interview timeline
 - i. Schedule interview- 3 or 4 days after job closing date

- ii. Interviews- Job Applicant Review-Grading (2 weeks)
 - iii. Recommend for hire to HR director
 - iv. Administrative department will let us know when employee has everything turned in and anticipated start date
- Hire dates
 - i. Seasonal Parks Maintenance (March 28th-October 31st) weather dependent
 - ii. Part-time Parks Maintenance Technician- (March 21 -November 18th for 2022)
 - iii. 9-month position for 2022 and beyond
 - iv. Seasonal Parks Rangers (May 27th- September 5th) (Mondays thru Sundays- 7 days week)
 - v. Seasonal Parks Collection Attendants (May 27th- September 5th) (Fridays thru Sundays- 3 days week)
- Start dates
 - i. Returning employees can start any time after they complete and turn in required paperwork to Administrative Office.
 - ii. We will let HR Director know starting dates for employees as well as Payroll Specialist
 - iii. New hires- will need to complete background check and turn in required paperwork to Administrative Office prior to starting



WASHINGTON COUNTY (MN)
Invites applications for the position of:
Office Support II

SALARY: \$16.39 - \$22.45 Hourly

OPENING DATE: 09/21/20

CLOSING DATE: 10/04/20 11:59 PM

JOB TYPE: Full Time

DEPARTMENT: Public Works

LOCATION: Lake Elmo

JOB SPECIFICS:

MINIMUM QUALIFICATIONS: High School diploma and two years of office experience, or equivalent; completion of a related business or office certificate program may be substituted for one year of experience.

The finalist for a position vacancy will be required to pass a criminal history investigation at County expense prior to beginning employment with Washington County.

RESPONSIBILITIES: This position will provide in-person customer service to the public in our Parks division. The position will answer phones, provide copy and document processing needs, and perform information/reception duties at the front desk. Compile, calculate, enter and maintain data in the computer for reports, coordinate campground and facility reservations, help organize festivals and community events, update website information, and other programs related to the area of assignment.

DESIRABLE EXPERIENCE:

- Paid work experience providing excellent in-person customer service to the public.
- Paid work experience in training staff.
- Paid work experience with campground, pavilion, and/or facility reservations.
- Paid work experience inputting social media and website information in a workplace setting.
- Paid work experience with festivals, programming, and/or community events.
- Paid work experience with at least one year of cash handling experience in a professional setting.
- Paid work experience with Microsoft Office programs.
- This position requires a flexible work schedule, such as working some summer weekends, evenings, and other peak use times.

SELECTION TECHNIQUE: Your training and experience will be rated based on the required application material submitted and the top-scoring candidates will be forwarded to the hiring department for further consideration.

HOURS / DAYS: The scheduled hours and days will vary but this position will require work on weekends, evenings, and at times of peak park usage. Work schedules (hours and days) and location are subject to change based on department needs.

disbursements for various funds;

- Compile, calculate and prepare reports and billings;
- Schedule meetings and assist with coordination of department events;
- May mentor and train other OS II clerical staff;
- Communicates technical issues to IT using standard procedures.

Provide customer service:

- Answers questions from the public in person or over the phone; refer callers or visitors to appropriate department if applicable.

Performs other related duties as assigned.

WORK ENVIRONMENT

Work performed is sedentary in nature, and typically performed within the Government Center or a Satellite office. Lifting requirement of 15-20 pounds on an occasional basis. Frequent wrist and finger manipulation due to high concentration of filing, compiling, calculating, or computer work. Equipment used may include, but is not limited to, computer, calculator, telephone, camera, and copier/scanner/fax machine.

Work interruptions are frequent. There is some pressure associated with dealing with individuals who may be emotionally charged and with project or activity deadlines and details. Driving or riding to work at a service center, attend meetings, participate in or lead training sessions, etc. may be required. May involve exposure to environmental conditions.

Additional physical/mental requirements that occur may not be listed above, but are inherent in performing the position's essential functions.

This job description is intended to describe the kinds of tasks and level of work difficulty being performed by people assigned to this classification. The list of responsibilities is not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. The County retains the discretion to add or change the contents of this job description at any time.

APPLICATIONS MAY BE FILED ONLINE AT:
<http://www.co.washington.mn.us>

Position # 20-01264
OFFICE SUPPORT II
DG

14949 62nd Street North
Stillwater, MN 55082
651-430-6081

HumanResources@co.washington.mn.us

Washington County recognizes that diversity enriches the workplace and encourages individuals with bilingual and/or bicultural skills/experience to apply for positions for which they meet the qualifications.

If you need special assistance with any portion of the recruitment process due to a disability or language difficulty, please contact the Department of Human Resources.

An Equal Employment Opportunity / Affirmative Action Employer

Office Support II Supplemental Questionnaire

- * 1. This position requires a High School diploma and two years of experience in the area of assignment, or equivalent. Completion of a related business or office certificate program



Employee Relations Division
Carver County Government Center
Administration Building
604 East Fourth Street
Chaska, MN 55318-2102

CARVER COUNTY
invites applications for the position of:

Parks Reservation Specialist - .5 FTE (20 hours per week)

OPENING DATE:	03/31/22
CLOSING DATE:	04/11/22 04:30 PM
SALARY:	\$19.32 - \$28.98 Hourly
JOB TYPE:	Part-time 20 hrs per week
LOCATION:	Cologne Public Works Headquarters
DEPARTMENT/OFFICE:	Public Works
FLSA:	Non-Exempt

JOB SUMMARY:

The Parks Reservation Specialist will facilitate, coordinate or otherwise support the Parks & Recreation department reservation processing in the areas of camping sites, indoor and outdoor day-use areas (picnic shelters, community & activity room(s)) and outdoor recreation programming. This position provides key information and offers detailed explanations to customers seeking to reserve a park facility or recreation program/event service. Handling payments and forms/documents related to reservation processes is also a key responsibility. During the season, this position will provide first line support and coordination to the seasonal campground personnel, volunteers, and seasonal employees. As scheduled, staff the office areas to provide general information & customer service to patrons.

This position will work 20 hours per week, typically between the hours of 11am - 4pm Monday through Friday. Some slight schedule variation will occur based on the season.

This position is also eligible for our PT benefits, including optional single medical insurance and prorated PTO and holiday pay.

TYPICAL DUTIES AND RESPONSIBILITIES:

- Conducts reservation processing for customers seeking use of park facilities – camping sites, day use areas, indoor gathering spaces and recreation programming.
- Staff various office areas to provide general information and customer service to park patrons.
- Prepares for and conducts, weekly campground team meeting (during camping season).
- Assists in the preparation & upkeep of operational spaces & facilities within park areas.
- Assists in the training & orientation of the volunteer campground hosts (during camping season).
- Supports in the recruitment and retention of volunteer campground hosts related to the upcoming season(s).

- Supports in the delivery of public special recreation events.
- Supports in the marketing and communication of park & recreation services.
- Supports in the scheduling of seasonal workers (winter season).
- Other duties as assigned.

MINIMUM QUALIFICATIONS:

High School Diploma/GED and two (2) years of related administrative experience

or

Associates Degree in related area

or

Equivalent combination of education and experience

SCORED EXAMINATION PROCESS:

All applications will be screened for minimum qualifications, scored and ranked. The highest ranked candidates meeting minimum qualifications will be recommended for the scored oral examinations (interviews). Final selection for the position will include successful completion of oral interview(s), reference checks, and background investigation.

Applications must be received in Employee Relations no later than 4:30 p.m. on the closing date. Resumes may be included, but will not be accepted in lieu of a completed application.

APPLICATIONS MAY BE FILED ONLINE AT:

<http://www.co.carver.mn.us/employment>

OUR OFFICE IS LOCATED AT:

600 East 4th Street

Chaska, MN 55318

952-361-1525

Fax: 952-361-1536

employeerelations@co.carver.mn.us

An Equal Opportunity and Veteran Friendly Employer

Job #02184
PARKS RESERVATION SPECIALIST - .5 FTE (20 HOURS PER
WEEK)
MM

Parks Reservation Specialist - .5 FTE (20 hours per week) Supplemental Questionnaire

- * 1. Please indicate the highest level of education you have completed:
 - ☐ High School Diploma/GED
 - ☐ Associates Degree or higher
 - ☐ None of the above
- * 2. How many years of experience do you have in an administrative support role?
 - ☐ None
 - ☐ Less than one year to less than two years
 - ☐ Two years or more
- * 3. Do you have a valid drivers license or evidence of equivalent mobility?
 - ☐ Yes
 - ☐ No

CHISAGO CITY IS HIRING FOR PARKS PROGRAMMER ASSISTANT

Chisago City is hiring a part time Parks Programmer Assistant. Under the supervision of the Park Superintendent. Application found on the city website: www.ci.chisago.mn.us

The Parks Programmer Assistant positions focus is to aid in the planning and development of park events. This position also coordinates and runs the city's Farmers Market and to work on the weekends when we have an event. The position has a 20 hour a week requirement. Work schedule is flexible with the exception of Fridays. Duties included in this position:

- Assist with the event planning and coordination of all parks and recreation events, including communicating with community members to assess needs and interests, researching recreation programs, funding sources, and project requirements, and ensuring adequate supplies for all events.
- Organize and manage the city's seasonal Farmers Market, including vendors, advertising, and other logistics.
- Manage the city's social media platforms to promote programs and events.
- Update the city's website regularly to ensure current information is available to the public.
- Update forms, city sign, brochures, and monitor Adopt-a-Park programs.
- Stay current on popular programming options, such as bands and children's programming.
- Assist the Parks Superintendent with other special projects as assigned.

Education and/or Experience

- High school diploma or GED is required.

Preferred

- Education in Recreation, Parks, or related fields
- Previous experience planning activities/events, or equivalent combination of education and experience.

Benefits/hours/hourly pay

Health insurance (city covers 50%)

Dental (city covers 50%)

Life (city offers 10,000 of life insurance covers)

Sick, vacation, comp, accrue at 50%

20 hours per week

\$24.06 an hour

For more information on this position please email Doris Zacho at dzacho@ci.chisago.mn.us

Administration/Human Resources Proposal

Proposal:

Chisago County currently employs 390-420 employees, across 13 departments.

Today, Chisago County has 2.5 FTE Human Resource staff and 2.5 Administration Staff. This has been the 'office' alignment since current HR Director Karen Gates was hired (November 2020). Prior to that the Human Resources department had 2 FTE and an office assistant shared between Administration and Human Resources.

In 2018, the office was 2 HR staff (Payroll Specialist and Human Resources Director), 3 Administration (County Administrator, Assistant County Administrator, Central Collections) staff and 1 Administrative Assistant for the combined office (6 FTE).

County Administrator requests the Personnel Committee to discuss the addition of a new FTE Social Media Coordinator/Administrative Assistant for the office so the County can better improve recruitment and retention of current staff, increase transparency of the Chisago County Government, and provide better service to all in Chisago County . This position creation also allows internal office movement to create greater HR supports.

Grade = 19 or 22

Social Media Coordinator/Administrative Assistant to work on-site to elevate and maintain our County's social media presence across multiple social platforms. This position would also support two Administration and Human Resources.

Essential Responsibilities:

- Manage social media content by updating and posting information on digital media including website, Facebook, LinkedIn, Instagram, google ads and other relevant platforms
- Track and report digital/social media usage metrics
- Create and manage newsletter campaigns
- Vendor coordination and communication
- Research and copy editing
- Schedule and organize complex calendars and schedules, resolving any scheduling issues
- Prepare expense reports for office purchases.
- Digital filing

Screen incoming telephone calls; take and deliver accurate messages; respond to requests by gathering and providing information and referring non-routine calls to the appropriate staff.

- All other duties as assigned

Basic Qualifications

- Bachelor's Degree in related area; or specialized training and a minimum of 2 years of relevant experience
- Proficiency in Microsoft programs (e.g. Microsoft Outlook, Word, Excel, and PowerPoint) and with Photoshop/Illustrator
- Experience using social media platforms such as LinkedIn, Facebook, Instagram, TikTok or Twitter
- Project Coordination and calendar management experience.
- Ability to exercise a high degree of judgment and tact as it relates to sensitive and confidential information
- Good communicator. (Both written and verbal)
- Must be very detail orientated.
- Must have excellent writing & proofing skills.
- Must have unrestricted work authorization to work in the United States

This is an exciting opportunity for a go-getter who is bright, professional, and organized.

TNT Notice Budget Supplement Requirements

Bridgitte Konrad
Auditor-Treasurer

VI.

A new budget supplement for
taxes payable in 2023 will need
to be mailed out with the
Truth-In-Taxation Notice in
November 2022.

Minnesota Statute 275.065 subd. 3b



Supplement Information Requirements

	County	City	Township	School
Certified Levy (Current Taxes Payable Year)	Yes	Yes	Yes	Yes
Proposed Levy (Following Taxes Payable Year)	Yes	Yes	Yes	Yes
Percentage Change: Certified to Proposed	Yes	Yes	Yes	Yes
Summary Budget Information – Current & Proposed (same info as annual State Auditor report)	Yes	Yes (if population 500+)		
Summary Budget Information – Current & Proposed (same info as annual public finance data)				Yes

*****Notices are required to be parcel specific and be on one page.***

County & City Requirements

Summary Budget Data

- Annually the County and Cities are required to provide annual budget data to the State Auditor.
- Notice to include current year and next year budgets.
- The Budget supplement data will be:
 - Same information as provided to OSA
 - Same categories
 - Same format

Sample of County's State Auditor Reporting

Revenues				
	2021 Original	2021 Final	2022 Proposed	
Property taxes (do not include market value credits)	\$4,759,641	\$4,799,660	\$4,781,172	
Tax increments	0	0	0	
All other taxes (franchise, hotel/motel taxes, etc.)	\$1,900,000	\$1,786,000	\$1,039,000	
Special Assessments	0	0	0	
Licenses and permits	\$60,280	\$69,280	\$68,600	
Federal Grants	\$1,217,754	\$1,217,761	\$1,878,125	
State General Purpose Set (Include State Categorical Aid (State aid for Grants from County and other tax Exemptions for Services				
Expenditures				
	2021 Original	2021 Final	2022 Proposed	
General Government (court, administration, etc.)	\$8,292,382	\$8,852,382	\$17,825,916	
Public Safety	\$15,899,370	\$15,899,370	\$15,660,175	
Streets and Highways (excluding construction)	\$6,007,688	\$6,007,688	\$6,272,560	
Sanitation	\$94,386.5	\$94,386.5	\$93,812	
Human Services	\$12,664,257	\$12,664,257	\$8,261,731	
Health	\$2,099,842	\$2,099,842	\$1,071,242	
Culture and Recreation	\$1,830,895	\$1,830,895	\$2,299,895	

County & City Requirements

Summary Budget Revenue Data

- Property Taxes
- Special Assessments
- State General Purpose Aid
- State Categorcial Aid

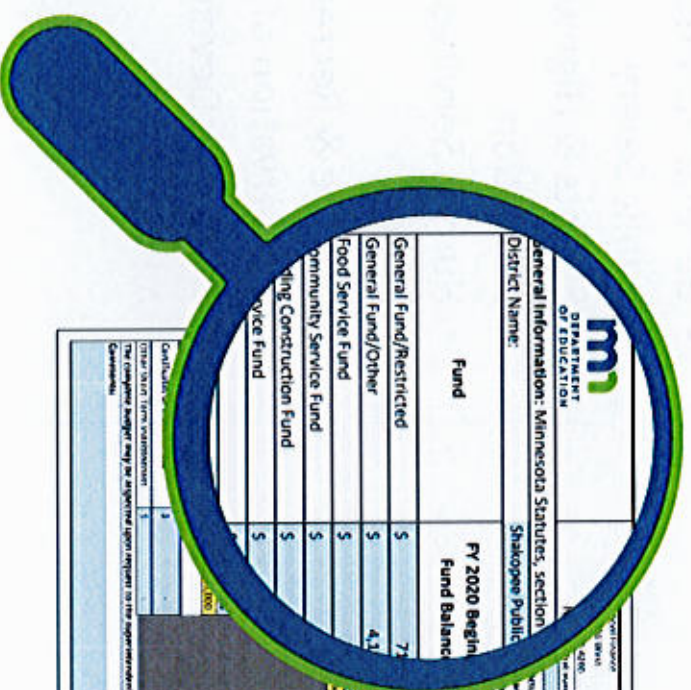
Summary Budget Expenditure Data

- General Government
- Public Safety
- Streets & Highways
- Sanitation
- Human Services
- Health
- Culture & Recreation
- Conservation of Natural Resources
- Economic Development Housing
- All Other

School Requirements

School Districts are to include data under Minnesota Statute 123B.10, subd 1, para (b) for current and prior year.

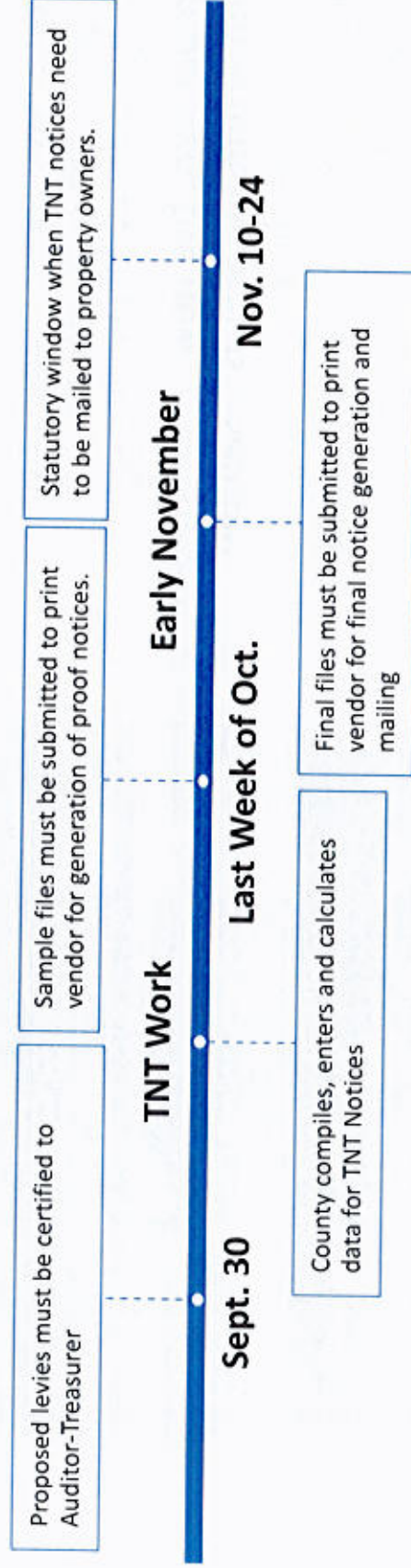
- This information is required to be published by November 30 or within 1 week of final audit (whichever is earlier)
- Timing is problematic because this data is needed by September 30 to be included with the TNT Notice.



General Information: Minnesota Statutes, Section 123B.10, subd 1, para (b)		District Revenue and Expenditures Budget for Fiscal Year (FY) 2020 and FY 2021		District Name: Shakopee Public	
Fund	FY 2020 Begin Fund Balance	FY 2020 Actual Expenditures	FY 2021 Budget Expenditures	FY 2020 Actual Expenditures	FY 2021 Budget Expenditures
General Fund/Restricted	7,211,418	4,096,887	2,544,800	4,096,887	2,544,800
General Fund/Other	4,211,418	4,096,887	2,544,800	4,096,887	2,544,800
Food Service Fund					
Community Service Fund					
Building Construction Fund					
Police Fund					

Category	FY 2020 Actual Expenditures	FY 2021 Budget Expenditures
Cost per Student - Average Daily Membership (ADM) 2020/2021	16,437,400.00	16,437,400.00
Cost per Student - Average Daily Membership (ADM) 2020/2021	16,437,400.00	16,437,400.00
Cost per Student - Average Daily Membership (ADM) 2020/2021	16,437,400.00	16,437,400.00

Timeline



While the information required for the Budget supplement is already required by other Statutes there are **significant challenges** with the required timing:

- School District data isn't due to Dept of Education until November 30 (or within 1 week of audit acceptance)
- County/City budget summary budget is due to State Auditor by January 31.

[Separate for protection
TADS identifier][Separate for protection
TADS identifier]

00

[illegible]

Number of Styles of Statements

- Township/County/School
 - 18 different notices
- City/County/School
 - 15 different notices

33 different notices will need to be generated and matched with TNT Notices



Total styles to create =
of city/town/school combos

Challenges

- Vehicle to collect budget data from cities and schools
 - Auditor group is working on spreadsheet templates for collection
- Timing for providing info (while this data is required of both groups, this would require them to provide the data many months earlier than they are required to report.)
 - If jurisdiction doesn't provide information, notice will say "No Data Provided"
- We just found out this week our print vendor will no longer print TNT and tax statements.
- Find and work with a new print vendor to establish format that the data needs to be in so they can match the TNT notice with the correct Budget Supplement
 - Our tax system is not programmed to process budget information so this will have to be generated outside of the tax system.
 - I have been meeting with Enterprise Services to determine options to generate the notices
- Additional cost for preparing and printing



Questions,
Comments,
Concerns?

ARPA Items

Chisago County has received approximately \$5.5 million in American Rescue Plan Act (ARPA) funds, and expects to receive the same amount in 2022, for an approximate total of \$10.9 million.

The County Board and staff developed a conceptual framework of how best to use these funds to help citizens and communities within Chisago County. The Board had decided to use \$10 million of the Federal ARPA funds as a 'one-time' standard allowance for lost revenue for 'government services' compared to the lost revenue formula, at the February 2, 2022 Board of Commissioners meeting.

ARPA funds are required to be used to respond to the COVID-19 public health emergency and its economic impacts through four categories of uses:

- To respond to the public health emergency;
- Addressing its negative economic impacts;
- Serving the hardest hit;
- Improving access to water, sewer or broadband infrastructure

ARPA funds may NOT be used to:

- Offset a tax cut
- Deposit in pension funds
- Bolster rainy day funds
- Pay debt service

Attachment(s):

- Current DRAFT ARPA Fund Allocations

CHISAGO COUNTY
ARPA FUNDS ALLOCATION
AS OF 04/11/2022

ARPA FUNDS RECEIVED FROM TREASURY	\$ 5,494,903.50
ARPA FUNDS DUE FROM TREASURY	<u>\$ 5,494,903.50</u>
TOTAL ARPA FUNDS ALLOCATED	\$ 10,989,807.00

Expenses allocated to date:

ARMER Radios	\$ 3,000,000.00
Broadband	3,000,000.00
Tax/CAMA Software	500,000.00
School Grants:	
Vocation Programs	500,000.00
Open Use	100,000.00
Total Allocations	<u>7,100,000.00</u>

ARPA FUNDS REMAINING AFTER ALLOCATIONS	<u>\$ 3,889,807.00</u>
---	-------------------------------

VendorNumber	AuditDate	SeqNbr	RecOrWar	Amount	TransDescription
54453	9/2/2021 0:00	333	300209	7,400.00	PENTHOUSE JACE REPL-PMT 1
10292	9/16/2021 0:00	333	300228	1,049.90	MASKS/JAIL
10292	10/7/2021 0:00	333	300265	479.70	FACE MASKS/JAIL
10292	10/7/2021 0:00	333	300265	1,561.05	RESPIRATORS/JAIL
10292	10/21/2021 0:00	333	300307	24.70	MASKS/JAIL
10292	10/21/2021 0:00	333	300307	249.98	PROTECTION BARRIER/JAIL
16156	10/21/2021 0:00	333	300329	5,520.00	EXAM GLOVES/JAIL
16156	10/21/2021 0:00	333	300329	1,104.00	EXAM GLOVES/JAIL
16156	11/4/2021 0:00	333	300373	1,472.00	GLOVES/JAIL COVID
10292	12/2/2021 0:00	333	300447	299.04	MASKS/JAIL COVID
10292	12/2/2021 0:00	333	300447	412.96	MASKS/JAIL COVID
10292	10/7/2021 0:00	333	300295	31.92	COVID SUPPLIES
				19,605.25	03/03/2021 - 12/31/2021 EXPENSES
					Not Previously Reported
10501	3/17/2022 0:00	333	300789	1,620.27	LAPTOP-HHS ARPA
14124	3/17/2022 0:00	333	300801	6,859.09	AIR HANDLER ECC BLDG-ARPA
54453	1/20/2022 0:00	333	300585	59,894.00	HVAC REPLMNT/ECC
10292	1/20/2022 0:00	333	300571	100.80	MASKS/JAIL COVID
10292	1/20/2022 0:00	333	300571	195.98	DISINFECT SPRAYER/JAIL COVID
				68,670.14	01/01/2022 - 03/31/2022 EXPENSES
				88,275.39	EXPENSES REPORTED ON 4/30/2022 F
				8,189.94	PH PAYROLL PREVIOUSLY REPORTED
				96,465.33	TOTAL AMOUNT OBLIGATED AND EX

Canoe, Electric Motor, Lithium Battery

Emotion Wasatch Canoe: \$599.99

Length: 13 feet, Width: 39 inches, Weight Capacity: 600 pounds

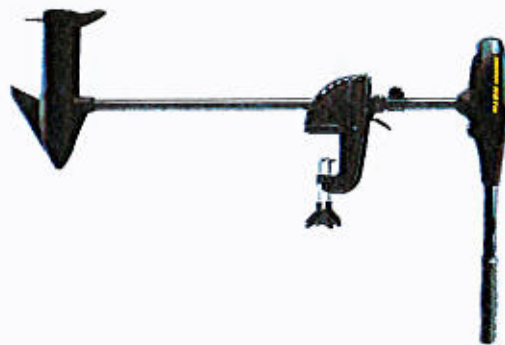
Canoe Weight:



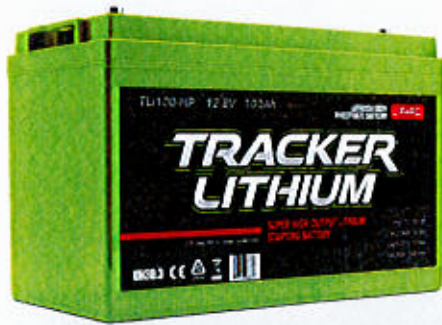
<https://www.dickssportinggoods.com/p/emotion-wasatch-canoe-15emouwstch13cnxxpsc/15emouwstch13cnxxpsc?camp=display:cr:evergreen:acq:15EMOUWSTCH13CNXXPSC::ea>

Minn Kota Endura Max Freshwater Transom Mount Trolling Motors: \$309.99

Thrust: 55 pounds, Voltage: 12 volts



<https://www.dickssportinggoods.com/p/minn-kota-endura-max-freshwater-transom-mount-trolling-motors-15mkoundrmx45lb36fel/15mkoundrmx45lb36fel?enteredSearchTerm=minn%20kota%20max>



Tracker Lithium 12 Volt 100ah Battery:
\$999.99



Dakota Lithium 12 Volt 100ah
Battery: \$899

*Charger for Batteries: \$199

*These batteries could potentially be bought
through Frankie's Live Bait and Marine

Paddles: $\$25 \times 2 = \50

Lifejackets: $\$25 \times 3 = \75

**Rough Total: \$2132.98-
\$2232.98**

Emergency Management ARPA Requests

Chisago County Emergency Management Director Scott Sellman is requesting an update to the County's COOP (continuity of operations plan) and Emergency Management Plans, using the ARPA funds.

Director Sellman is currently seeking quotes from different vendors for both the COOP and the Emergency Management plans.

Initial quotes and discussions have produced an understanding that both plans would cost up to \$85,000.

U of MN Extension Committee ARPA Request

Craig Taylor, Regional Director of the East Central Region of Extension has requested the following from Chisago County for the Extension Staff;

- Two new Laptops
- Software Needed: Microsoft Office Products i.e. Microsoft word, Publisher, Excel, Powerpoint

Chisago County Request for Board Action

Meeting Date: May 18, 2022	Item Number: 18
Title of Item for Consideration: 2022 MN Federal Boating Safety Supplemental Patrol Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: There's been no previous action on this specific grant.	
Background: This is a Federal grant which provides for up to \$7,500.00 to be used to pay for Supplemental Boating Safety Patrols on Lakes and Rivers in Minnesota.	
Attachment(s): 2022 Federal Grant and worksheets	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the 2022 Federal Boating Safety Supplemental Patrol Grant as provided. The following motion is suggested: <i>"Move to approve the 2022 State of Minnesota Federal Boating Safety Supplemental Patrol Grant."</i>	
Implications of Action: Accepting the grant will give Chisago County up to \$7,500.00 to be used for additional boating safety and enforcement wages.	
Budget/Financial Implications: This grant will provide additional funds to Chisago County and is funded by the State of Minnesota.	
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 <u>COB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



**2022 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 211372

PO #: 3-208234

State Accounting Information

Dept. ID R29	PC Bus Unit R2901	Fiscal Year 2022	Source Type REIMB	Vendor Number 0000197284-001
Total Amount \$7,500	Project ID R29G70CGBLA19	Billing Location R297000221	UF1 GVHPL2BDV794	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 13, 2022	Grant End Date September 5, 2022
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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 County Treasurer
313 N Main St #274
Center City, MN 55012

**2022 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 313 N Main St #100, Center City, MN 55012 (UEI GVHPL2BDV794) ("Grantee"). The payment address for this grant contract agreement is Chisago County Treasurer, 313 N Main St #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** May 13, 2022. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 5, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Seven thousand five hundred dollars (\$7,500).
- (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 Seven thousand five hundred dollars (\$7,500).

- 4.2 **Payment**

- (a) **Invoice.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 5, 2022.

- unless an extension is requested in writing from the Grantee and approved in writing from the State.
- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit B is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

4.4 Indirect Cost Rate. The federal indirect cost rate for the State's federal award is ____.

The Grantee's indirect cost rate is ____% for this sub-award agreement.

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Brandon Thyen, Chisago County Sheriff's Office, 313 N Main St #100, Center City, MN 55012, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers' Compensation

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

14 Publicity and Endorsement

14.1 Publicity. Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

14.2 Endorsement. The Grantee must not claim that the State endorses its products or services, and the Grantee must adhere to the terms of 2 CFR 200.315.

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

16.1 Termination by the State. The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 Termination for Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract agreement if:
(a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security - through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN

3319FAS190127). (CFDA number 97.012) in U.S.C. 13101-(13110) is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

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

17 Data Disclosure

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

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Sub-recipient 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 sub-recipients, 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 sub-awards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____A. Federal Boat Patrol Grant Contract Agreement
- _____B. Exhibit A
- _____C. Exhibit B
- _____D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.93.

Signed: **Tara Rose** Digitally signed by Tara Rose
Date: 2022.05.02 11:54:16 -0500

Date: _____

SWIFT Contract # 211372

Purchase Order # 3-208234

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: _____

Date: _____

Reviewed as to Form:


Chisago County Attorney

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division - Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**2022 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

EXHIBIT A

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays do not qualify for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. The program shall begin on Friday, May 13, 2022 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 5, 2022. The Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2022 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the invoice, log sheets and narrative is Wednesday, October 5, 2022.** An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: Adam.Block@state.mn.us
8. Hours from this program will be excluded in determining the regular 2024 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2022 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2022 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1976 (P.L. 94-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523), and; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-203).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469n-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." (see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 -- "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor - Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103. 2) Minnesota Department of Natural Resources, Internal Audit Section - Office of Management & Budget Services, 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at - Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee or a grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2022 MN DNR Federal Boating Patrol Grant

Legal Citation: Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

Chisago County Request for Board Action

Meeting Date: May 18, 2022	Item Number: 19
Title of Item for Consideration: Emergency Foster Care Contract with Wendy Cook and David Cook	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Board approval for EFC Between, County and Cooks, 2021	
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 Wendy Cook and David Cook	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the emergency shelter foster care contract with Wendy Cook and David Cook for one year (January 1, 2022 through December 31, 2022). The suggested motion is as follows:	
<i>“Move to approve the contract between Chisago County and Wendy Cook and David Cook for Emergency Foster Care.”</i>	
Implications of Action: Board approval at tonight’s meeting will authorize the County to renew the above contract to continue 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	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**CONTRACT BETWEEN
CHISAGO COUNTY AND Wendy AND David Cook**

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 Wendy and David Cook, 6083 373rd Street, North Branch, MN 55056 (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 January 1st, 2022 through December 31st, 2022 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 matter 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 Chicago 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. 11c1. 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.

10.1 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.

11.1 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 under any and all applicable federal state laws against discrimination.

Rick Greene, Chair
County Board of Commissioners

Date: _____

Chase Burnham, Administrator
Chisago County

Date: _____

Wendy Cook
Provider

Date: _____

David Cook
Provider

Date: _____

Robert Benson, Director
Chisago County Health and Human Services

Date: _____

Reviewed as to Form:



Janet Reiter, Chisago County Attorney

Date: 5/10/2022

Chisago County Request for Board Action

Meeting Date: May 18, 2022	Item Number: 20
Title of Item for Consideration: Professional/Technical Services Contract between Mackenzie Halfen and Chisago County	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Under the supervision of the Community Health Services Administrator, Chisago County Public Health division, Mackenzie Halfen will be conducting duties as the Community Health services lead. Mackenzie will Collaborate and coordinate programs with County and community resources to promote health and wellness to the population of Chisago County, develop partnerships with community groups to promote and protect the health of the community and assist planning with the emphasis on quality improvement and results measurement. She will support "Health" in all policies, work across disciplines and diversity to support and promote "health" in all policies, operate to support Public Health Division accreditation. Attachment(s): Professional/Technical Services Contract for CHS Lead Mackenzie Halfen	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Mackenzie Halfen and Chisago County. The suggested motion is as follows: <i>"Move to Approve the Professional/Technical Services Contract between Mackenzie Halfen and Chisago County"</i>	
Implications of Action: Approval of this contract will allow Mackenzie to provide leadership and direction to Community Health Services staff and services within the County in Public Health. Budget/Financial Implications: The funds for this position will be paid out to the infrastructure grant. 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 between
MACKENZIE HALFEN. and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and **Mackenzie Halfen , 24125 Inwood Ave N, Forest Lake, MN 55025**, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, **specifically to provide leadership and direction to Community Health Services staff and services within the County in Public Health** 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 May 31, 2022 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until June 30, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **PARTIES DUTIES.** The PARTIES will:

A. **CONTRACTOR DUTIES:**

1. **1.Essential Functions:**

- o **Communicate with Community Health Services Administrator and Public Health Supervisor to stay informed on federal and state legislation regarding the COVID-19 pandemic and the potential impacts they might have on Chisago County.**
- o **Work with the Community Health Services Administrator and Public Health Supervisor to develop, implement, administer, and evaluate community health programs, including disease prevention, emergency preparedness, with a focus on our COVID response and other grant supported programs, in conjunction with government officials, health care providers, community resources, and community committees, and the public based on community health assessment to meet community needs.**
- o **Reviews policies to maintain and improve the health of the community in accordance with state and federal laws and economic constraints, and consistent with County Board objectives and State requirements.**
- o **Provides guidance to Community Health Services staff to ensure that agency and state policies, rules, and regulations are adhered to, and proper practices are being observed.**

- Participate in public health infrastructure development including areas of program improvement, quality improvement and strategic planning; and accreditation planning and implementation.
- Works with Planner to coordinate and/or facilitate data activities such as demographic, programmatic, socioeconomic and health statistical information at Community meetings.
- Provides input and direction regarding performance measures in public health
 - Annual reporting requirements.
 - REDCap.
 - Other platforms as assigned.
- Oversees public health division quality improvement and quality assurance activities and projects. Frequently conduct research on public health and emerging public health issues and activities to better inform key stakeholders and county residents.
- Works with Planner on Quality Improvement Plans to maintain and update as needed.

2. Health Equity:

- Establish review process for evaluating Public Health Program policies and procedures to include opportunities that increase access to health and address policies that should include a health equity lens.
 - At least one policy/procedure per quarter will be evaluated until all policies/procedures have been reviewed.
- Integrate health equity, cultural competency, and trauma-informed care trainings to new-employee orientation.
 - 100% of new employees will attend one training upon hire to educate on health equity, cultural competency and trauma-informed care.
- Establish opportunities for current staff to advance knowledge in areas of health equity, cultural competency and trauma-informed care.
 - At least one annual training will be offered to county staff to advance knowledge in areas of health equity, cultural competency and trauma-informed care.
- Identify and implement strategies to address factors that contribute to specific populations with higher health risks or who are underserved.
 - A community survey will be conducted every three years to assess needs and clinical service gaps in our community.
- Increase community engagement and collaborative partnerships to improve health promotion and communication strategies to better inform residents and partners related to emergency preparedness and COVID-19 efforts.
- Identifies, engages, and involves organizations and community groups with implementation of planning and evaluation processes and prepares a written Community Health Improvement Plan.
- Establish key metrics for all community health programs, particularly emergency preparedness and disease prevention to include equity, inclusion, and diversity.
- Provide other specialized assistance to HHS Department staff as needed.

3. Responds to requests for public health information

4. Incident Command system role in Public Health Emergency Preparedness (PHEP)

5. Performs other duties as assigned

B. COUNTY DUTIES:

1. County will provide project oversight.
2. County will provide paper, printing and postage when applicable for program projects.

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. The total obligation of the County for all compensation and reimbursement to the Contractor shall not exceed: **One hundred Twenty- Three thousand, Six-hundred Forty dollars [\$123,640.00]** for the term of this contract.
2. Compensation payable as follows:
 - a. Monthly stipend of **Eight thousand, Eight hundred dollars [\$8,800.00]** payable within 20 days of submitting the monthly written update to the CHS Administrator and the Monthly Reporting/Evaluation to the CHS Administrator and to the Department of Health.
 - b. Contractor will submit an invoice along with the monthly reports to the CHS Administrator that includes hours worked on each strategy, evaluation and communication.

B. Terms of Payment.

1. The final bi-monthly stipend for the month of June, 2023 will need to be paid during the contract term. The invoice for the last half of June, 2023 will need to be turned in by June 08, 2023. The bi-monthly report for the last half of June, 2023 can be submitted in July, 2023.
2. 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.

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:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651) 213-5664
E-Mail:	Robert.Benson@Chisagocounty.us
Fax:	(651) 213-5685

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

Name: Mackenzie Halfen
Address: 24125 Inwood Ave N. Forest Lake, MN 55025
Telephone: 608-630-0085
E-Mail: temp1159@umn.edu

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County or Contractor at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The Contractor must, within 10 days, notify the County in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the County must determine whether such inability will require modification or cancellation of said contract.
- C. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- D. **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.
- E. Notice of Cancellation, termination, or material modification shall be provide by Certified U.S. Mail.

VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

VII. **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.

VIII. **COMPLIANCE WITH APPLICABLE LAWS/STANDARDS.** The Contractor shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein. The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. 155.4210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not

be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

- IX. **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 negligent 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.

X. **INSURANCE**.

- A. *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.
- 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 \$500,000 per claim and \$1,500,000 per occurrence/annual aggregate.
- C. *Professional Liability Insurance*. Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- D. *Auto Insurance*. Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability amount of \$1,000,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned.
- E. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability caps(s) available to the County.

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

- NII. 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.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR 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 CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

NIII. OWNERSHIP OF MATERIALS, CLIENT RECORDS, 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.

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **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. **INDEPENDENT CONTRACTOR:**
- A. The Contractor is an independent contractor and neither the position nor the work of the Contractor shall cause the Contractor to be construed as an employee in any way. The contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.
 - B. The Contractor 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.
 - C. The Contractor 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 Contractor's sole obligation to comply with the applicable provision of all Federal and State laws.
- XIX. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, 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: MACKENZIE HALFEN

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

Signed:
Title: Mackenzie Halfen
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

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

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

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

Reviewed as to Form:

Signed: 
Title: Janet Reiter, Chisago County Attorney
Date: 05/11/2022

Chisago County Request for Board Action

Meeting Date: May 18, 2022	Item Number: 21
Title of Item for Consideration: Resolution of the Student Affiliation Agreement with University of Northwestern-St. Paul	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approved SAAUNSP 2017-2022.	
Background: Chisago County Public Health division, offers clinical experiences for qualified nursing students preparing for nursing careers. This is the first time a clinical experience has been offered to students at the University of Northwestern. Attachment(s): Student Affiliation Agreement with University of Northwestern-St. Paul	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Student Affiliation Agreement with University of Northwestern-St. Paul. The suggested motion is as follows: <i>“Move to approve the Student Affiliation Agreement with University of Northwestern-St. Paul for offering clinical experiences for qualified nursing students preparing for nursing careers.”</i>	
Implications of Action: Approval of this agreement will allow Chisago County Health and Human Services, Public Health division and the University of Northwestern-St. Paul to work cooperatively to offer clinical experiences for students preparing for nursing careers. Budget/Financial Implications: There is no financial impact to Chisago County. 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 _____



UNIVERSITY OF
NORTHWESTERN
ST. PAUL

School of Nursing
STUDENT AFFILIATION AGREEMENT

THIS AGREEMENT, is made and entered into as of **June 1, 2022** ("Effective Date"), by and between **the County of Chisago, by and through Chisago County Health & Human Services** (the "Facility") and **University of Northwestern - St. Paul** (the "University") (each a "Party" and collectively the "Parties").

PREAMBLES

WHEREAS, University has established educational programs in the health sciences and related fields that have a clinical training component and University is authorized to enter into agreements regarding academic programs and has been delegated this authority by its governing body;

WHEREAS, University and Facility are desirous of cooperating to furnish a clinical experience program for students enrolled in the various educational Programs in the health sciences and related fields at University.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
Responsibilities of the Parties

1.1 Programs. Each educational Program ("Program") of University which places students at Facility is governed by and subject to the terms of this Agreement and the Parties have endeavored to list all active Programs in an Exhibit A to this Agreement. If subsequent Programs are agreed to between the Parties, the Parties shall endeavor to execute a separate Program memorandum for those Programs and each Program shall be governed by and subject to the terms of this Agreement. In the event of any discrepancy between the Program memorandum and this Agreement, the provisions of this Agreement shall prevail.

1.2 Programs: Corrective Disciplinary Action. University and Facility agree to take corrective disciplinary action against a student, if the student does not comply with University or Facility rules and regulations or with the rules and regulations set out in this Agreement and in the Agreement between the student and University. Any disciplinary action shall be carried out according to University and Facility policies.

1.3 Personnel. Personnel of University and Facility will communicate and mutually coordinate the scheduling and implementation of the Programs. University is responsible for the curriculum and educational outcomes of the Programs.

ARTICLE 2 Responsibilities of University

2.1 Status of Program. Program has approval from the State of Minnesota Board of Nursing. University will ensure that the Program complies with all state and federal requirements to secure continuing approvals. The baccalaureate nursing program at University is accredited by the Commission on Collegiate Nursing Education (<http://www.aacn.nche.edu/ccne-accreditation>). University will ensure that the Program complies with all accreditation standards to secure continuing accreditation status.

2.2 Liaison. University will designate an appropriate instructor as a liaison for each active Program at Facility. The liaison will provide clinical outcomes for the Programs active at Facility and shall coordinate the placement of all participating students with the Facility.

2.3 Education. University faculty will be responsible for the quality of education and shall provide supervision and oversight in a manner consistent with all applicable laws and regulations, and shall provide the academic outcomes and guidance for planning, directing and evaluating the students' learning experience. University will assure that each student has the educational experience and level of competency to participate in the Programs provided under this Agreement. University shall have control over all phases of the administration of the Programs, curriculum content, evaluation, faculty appointments, admission requirements, promotion and graduation, and such other matters as are internal to University.

2.4 Policies and Regulations. University will inform its faculty and students of their responsibility to comply with facility policies and regulations which relate to the Programs at Facility. University students and faculty are responsible for following all applicable Facility policies and procedures while participating in the Programs, especially confidentiality requirements regarding the protection of patient health information.

2.5 Liability Insurance. University agrees to maintain professional liability insurance and comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate, covering students and faculty participating in the Programs, and workers' compensation insurance for its faculty and any other employees participating in the Programs at Facility. If University does not provide professional liability insurance for students participating in the Programs, then participating students must have professional liability insurance coverage if they are involved in direct patient care during the Program or are otherwise required by law to have liability insurance. University warrants and represents that all participating students providing direct patient care will have professional liability coverage either through University or through their own policies. University or participating students shall provide certificates evidencing such coverage upon request. University shall notify Facility promptly of any cancellation or material modification of insurance coverage.

2.6 Health Insurance. University will require participating students to carry their own health insurance during the term of their Program. Participating students will not be covered by Facility workers' compensation coverage and shall be responsible for their own health care costs during their participation in the Program.

2.7 Health Immunizations. Students in need of vaccinations must obtain them from their private physician. Facility does not provide vaccinations or testing to students. University will facilitate maintaining a record of students' current immunizations and shall obtain, or facilitate obtaining, student permission to submit data regarding their health status to Facility and will ensure that this information is submitted to Facility upon request. All participating students are required to meet the following health requirements and upload documented proof of each requirement to Student Passport. The Clinical Coordination Partnership's student compliance tracking software:

2.7.1 MMR (measles, mumps and rubella): Documentation of 2 vaccinations is required. Or documentation of positive titers.

2.7.2 Varicella (chickenpox): Documentation of 2 vaccinations is required. Or physician certified medical documentation of a positive history of the disease. Or documented evidence of immunity by titer.

2.7.3 A negative TST test (Tuberculosis Skin Test or Mantoux): Students must have a negative 2 step TST test in their medical history with annual negative TST checkups. Students with a current positive TST test must have a negative chest x-ray test within the 12 months prior to the Program visit. Previous history of positive conversion must have documented normal chest x-ray and a negative screen for TB symptoms. Blood testing is also acceptable evidence of TB status.

2.7.4 Hepatitis B Vaccination Series: A 3-shot Hepatitis B vaccination series is required for students who may have contact with blood or bodily fluids. OR may be in the process of the series.

2.7.5 Pertussis (t-dap) Vaccination: Pertussis (t-dap) Vaccination: One-time vaccination after age of 19. Tetanus immunization within 10 years.

2.7.6 Annual Flu Shots (influenza): Annual flu shots are required.

Students who are out of compliance with the above health requirements, will be removed from attending their clinical(s) until they have uploaded current documentation to Student Passport. Those with a positive mantoux test must receive specific medical clearance from Facility or a healthcare provider prior to their participation in the Program or may be denied participation at Facility discretion. University shall keep such documentation on file and shall provide this information to Facility upon request.

University will inform its students that Facility requires students participating in exposure prone procedures who have tested positive for the Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV) or Hepatitis C Virus (HCV) to disclose this information to Facility. In addition, per OSHA (July 6, 1992) each student shall have documentation regarding receiving or declining of the Hepatitis B vaccination series if potentially exposed to blood and body fluids during the Programs.

2.8 Identification. Participating students are required to comply with Facility identification guidelines while on Facility premises. University shall provide a student photo ID

and name badge that must be worn at all times while on the premises unless Facility coordinates another identification process for the Program.

2.9 Confidentiality. Each Party agrees that it shall keep all confidential information of Facility and/or its patients and University and/or its students strictly confidential and shall not disclose confidential information to any third party without express permission of the other Party or otherwise permitted by law. Confidential information includes, but is not limited to, either Party's protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and University shall educate participating students and faculty on the requirements of HIPAA and/or shall direct Program participants to Facility HIPAA and confidentiality policies which shall be made accessible. The parties agree that solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of protected health information that University students and faculty engaged in activities pursuant to this Agreement are members of Facility workforce as that term is defined in HIPAA. Except for the foregoing limited purpose, University students and faculty are not and shall not be construed to be employees of Facility unless specified differently elsewhere in this Agreement. University shall instruct its students and faculty to comply with Facility policies and procedures governing the use and disclosure of individually identifiable health information and University and Program participants shall cooperate with Facility in complying with its obligations as a HIPAA covered entity at all times. This provision shall survive termination or expiration of this Agreement.

2.10 Compliance. University warrants and represents that all participating students have not been convicted of a criminal offense related to health care and have not been debarred, excluded or otherwise been determined to be ineligible to participate in any federal health care Program. Notwithstanding other terms of this Agreement, this Agreement shall terminate immediately in the event University or a participating student is convicted of a criminal offense related to health care or is debarred, excluded or is otherwise determined to be ineligible to participate in any federal health care Program. University shall require its students to comply with all appropriate laws, regulations and guidelines and agrees to provide adequate training to its employees to ensure such compliance. In the event that University becomes aware of any activity under this Agreement that may violate any law or regulation, University agrees to refrain from taking any action which would further such conduct and to immediately notify Facility of such activity. At all times during the term of this Agreement, University shall not permit any employee or participating student to provide services to Facility who:

2.10.1 has been convicted of a criminal offense related to health care or who has been debarred, excluded or has otherwise been determined to be ineligible to participate in any federal health care Program;

2.10.2 has had their registration and/or license revoked or suspended in the State of Minnesota or the home state of University;

2.10.3 has been convicted of a crime punishable as a felony or involving moral turpitude or immoral conduct; or

2.10.4 has been expelled, suspended or substantially disciplined by their applicable professional practice organization.

ARTICLE 3 Responsibilities of Facility

3.1 Accreditation. If applicable, Facility will have current accreditation by Joint Commission or any other appropriate and required accreditation.

3.2 Policies and Regulations. Facility will provide University's liaison with a copy of its policies and regulations which relate to the Programs or shall make such material accessible to the liaison and participating students.

3.3 Facilities. Facility will allow University students to use its patient care and patient service facilities for clinical instruction according to a mutually approved plan.

3.4 Number of Students. Facility and University shall mutually agree on the number of students that will participate in the Programs at any time. Facility will not be required to accept students if it does not mutually agree to do so and may limit the number of participating students in a Program at any time. Facility has the discretion to refuse to accept any specific student for cause or may remove any participating students from the Programs at any time for failure to comply with Facility rules, regulations or procedures or for other behavior or actions which impact patient safety or normal operations. Except in emergencies or as otherwise provided in this Agreement, Facility shall consult with University liaison for the Program prior to any such cancellation.

3.5 Insurance. Facility warrants that it carries professional and general liability insurance with limits of at least \$1 million per occurrence.

3.6 Care for Families and Volunteers. While the University is responsible for the overall direction and administration of the Program, the University does not provide care for families or volunteers and, as such, will have no responsibility or liability to provide care for families or volunteers. The Facility is responsible for establishing and maintaining the standard of care given to families and volunteers. The Facility will retain responsibility for the care to families and volunteers and will maintain administrative and professional supervision of students insofar as the presence of the educational Program affects the operation of the Facility and/or direct or indirect care of families and volunteers.

3.7 Protective Equipment. Facility will provide all necessary personal protective equipment for students, while assigned to Facility, in compliance with OSHA Blood-Borne pathogen regulations and the Nuclear Regulatory Commission as appropriate.

ARTICLE 4 Responsibilities of Students

4.1 Health Immunizations. Each participating student must comply with the requirements of Article II, Section 2.7 above as a condition for participation in the Program. If any student has not received or is not up-to-date with respect to all required immunizations, the student will not participate until all required immunizations are received and proper documentation is submitted.

4.2 Expenses. Participating students are required to carry their own health insurance and are responsible for their own health care costs. Participating students are also responsible for their own personal and travel expenses and automobile insurance.

4.3 Insurance. If not covered by University, participating students with direct patient contact are required to carry professional liability insurance in the amount of \$1 million per occurrence and \$3 million annual aggregate. Facility shall have no obligation with respect to such professional liability insurance.

ARTICLE 5

Medical Care and Infectious Disease Exposure

5.1 Injury or Illness. Any participating student who is injured or becomes ill while at Facility shall immediately report the injury or illness to Facility and receive treatment (if available) at Facility as a private patient or obtain other appropriate treatment as they choose. Persons receiving care will be responsible for payment of charges incurred for such care. Such charges are not the responsibility of Facility.

ARTICLE 6

Liability

For the Programs covered by this Agreement, each party agrees that it will be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof.

ARTICLE 7

Term and Termination

The term of this Agreement will be for five (5) years from the Effective Date. This Agreement may be terminated by mutual consent or by either party at any time and for any reason upon ninety (90) days written notice to the other party, not to interfere with successful completion of current clinical rotation for any student at Facility. Each Facility location hosting an active Program can suspend or terminate their involvement with a Program at any time within their sole discretion. Any students enrolled in a Program at the time of its termination will be given the opportunity to complete the requirements of their Program if possible and such continuation will be subject to the terms and conditions of this Agreement. If Facility permits University to use more than one location of Facility for a Program under this Agreement, the termination of individual Facility locations does not automatically terminate this Agreement.

ARTICLE 8

Financial Consideration

The Programs referenced by this Agreement are hosted by Facility without regard to reimbursement by University and no such compensation is expected from one party to the other. However, some Programs may include an honorarium or scholarship amounts paid to Facility for

educational purposes or to defray the costs associated with hosting the Programs. Facility is not required to compensate University or the participating students or faculty for any services rendered to Facility or its patients pursuant to this Agreement and its subject Programs.

ARTICLE 9

Criminal Background Checks

Participating students for Programs involving direct contact with patients must comply with Minnesota law requiring criminal background studies. ["Direct contact" means providing face to face care, training, supervision, counseling, consultation or medical assistance to patients.] For applicable students, University will be responsible for obtaining criminal background checks in accordance with Minnesota law or the law of the home state of University. University warrants and represents that all participating students involved with direct patient contact Programs have undergone a background check and show no criminal history results. For students with a criminal history result, University shall notify Facility prior to the student's participation and Facility shall have the discretion to deny or place restrictions on the student's participation in the Program. University shall ensure that the results of the background checks for each participating student are retained for a period of at least four (4) years and that such information is provided to Facility upon request. For selected Programs, Facility may assist University in performing the required background checks. In such cases, background checks must be completed before participating students will be allowed to have direct contact with patients.

ARTICLE 10

Miscellaneous

10.1 Prohibition Against Discrimination. Each Party will comply with all laws related to Discrimination to the extent such laws are applicable to each Party. With respect to each student's and University's faculty or other representatives participation in the programs at Facility, neither Facility, the student nor any University faculty or other representatives involved in the Program at the Facility will discriminate against any person because of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations.

10.2 Assignment. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted assigns.

10.3 No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

10.4 Counterparts. This Agreement may be executed in counterparts or by facsimile signature and all such counterparts so executed constitute one agreement binding on all the parties hereto.

10.5 Third Party Beneficiary. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

10.6 Relationship of Parties. It is agreed that nothing in this Agreement is intended or should be construed as creating a partnership, joint venture or other association between the parties, nor shall either party, its employees, students, agents or representatives be considered employees, agents or representatives of the other party.

10.7 Notices. All notices shall be in writing. All notices and requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested:

If to Facility:

Bob Benson, Director

Chisago County Health & Human Services

313 N. Main ST., Rm 230

Center City, MN 55012

If to University:

Senior Vice President for Academic Affairs

University of Northwestern - St. Paul

3003 Snelling Avenue North

St. Paul, MN 55113

10.8 Entire Agreement. This Agreement and all attachments between the parties represent the entire Agreement between the Parties. For subsequent Programs, the parties may execute future Program memorandums and such documents will become a part of and be governed by this Agreement.

10.9 Authorization. Both parties warrant and represent that they are duly authorized to execute this Agreement and to perform its obligations hereunder, and that the person signing on each party's behalf has the authority to do so.

10.10 Divisions and Affiliated Entities. Facility as used in this Agreement includes Chisago County Health & Human Services and its various divisions and affiliates. For the purposes of this Agreement, a proper authority for any Facility division or affiliate may sign this Agreement on behalf of the system as a whole with full binding effect.

10.11 Data Practices Act. University and Facility agree to comply with the terms of the Minnesota Data Practices Act to the degree the Act is applicable to handling data related to this Agreement.

10.12 Change in Law. In the event of any changes in applicable law occur during the term of this Agreement which materially affect either Party, such affected Party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. If no new agreement is reached within thirty (30) days of receipt of such notice, then either Party may terminate this Agreement upon an additional ten (10) days written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates set forth below.

UNIVERSITY:

University of Northwestern - St. Paul

By: _____
Janet Sommers

Title: Senior Vice President for Academic Affairs

Date: _____

Approved as to form:

Janet Rast

Chisago County Attorney

Date: 5/11/2022

FACILITY:

Chisago County

By: _____
Rick Greene

Title: Chair, Board of Commissioners

Date: _____

By: _____
Robert Benson

Title: Director, HHS

Date: _____

By: _____
Chase Burnham

Title: County Administrator

Date: _____

EXHIBIT A

DESCRIPTION OF THE SCHOOL OF NURSING PROGRAM

The mission of the University of Northwestern - St. Paul School of Nursing is to provide Christ-centered, biblically-based, service-focused nursing education, equipping individuals with the skills and abilities required of professional nurses to effectively serve Christ and to assume servant-leadership roles while providing ministry and service to humankind. The philosophy of the School of Nursing is grounded in a biblically-based, Christian worldview and in the liberal arts, preparing students holistically for effective ministry and service.

The Bachelor of Science in Nursing (BSN) pre-licensure program provides a strong foundation in biblical studies, liberal arts, and the sciences. The BSN program is organized around a framework of providing answers (program outcomes) to nine essential questions, grounded in the overarching concept of service. In professional nursing:

- Why do we serve?
- Whom do we serve?
- Where do we serve?
- When do we serve?
- How do we serve?
- In what condition or spirit do we serve?
- What skills and abilities are needed to serve?
- With whom do we serve?
- To whom are we accountable when we serve?

OUTCOMES OF PROGRAM

1. Approach nursing from a biblically-based, Christian worldview, equipped to minister and serve as opportunities arise within the home, church, community, and world.
2. Provide quality nursing ministry and service across the continuum of healthcare environments to humankind: individuals, families, groups, communities, and populations; the underserved, poor, and disadvantaged; individuals across the lifespan; and diverse populations.
3. Provide nursing ministry and service, delivered in person or virtually, in multiple settings including home, church, community, and world.
4. Provide timely nursing services for promoting health and preventing disease.
5. Minister and serve humankind during times of unmet healthcare needs.
6. Utilize professional standards of practice as a basis for assuming nursing roles required in providing nursing care and services.

7. Demonstrate awareness of and appropriate use of ethical, legal, and political standards/influences when providing nursing care and services.
8. Demonstrate Christian character, servant leadership, and wellness-oriented self-care while practicing within a biblically-based, Christian worldview.
9. Demonstrate proficiency in skills and abilities characteristic of a professional nurse generalist:
 - Critical thinking and problem solving skills;
 - Scholarly abilities;
 - Evidence-Based Practice (EBP) and research abilities;
 - Prioritization and delegation skills;
 - Written, oral, non-oral, and interdisciplinary team communication skills;
 - Technology-based skills;
 - Information and systems management skills;
 - Performance, hands-on skills;
 - Servant-leadership and management skills;
 - Budgetary and finance skills;
 - Time awareness and management skills;
 - Ethical, legal, and political awareness and engagement skills;
 - Ministry and service skills.
10. Participate in collaborative practice with interprofessional healthcare team members, while applying skills of relationship building, servant-leadership, and management.
11. Collaborate with other communities of interest, such as local/extended church organizations, healthcare organizations, and community support agencies, to provide nursing services as healthcare opportunities arise.
12. Recognize individual and professional accountability to Christ, the general public, the nursing profession, and healthcare employers for providing safe, efficient, effective, equitable, ethical, evidence-based, patient-centered, and timely professional care.

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 22
Title of Item for Consideration: JPA with the State of Minnesota Department of Corrections – Prosecution Services – MCF-Rush City	
Action Requested by: County Attorney Janet Reiter	Department: Attorney's Office
Previous Action on this Matter: This is a renewal of an annual Joint Powers Agreement (JPA) with the State of Minnesota Department of Corrections (DOC). The State of Minnesota constructed a Minnesota Correctional Facility-Rush City (MCF-Rush City) which is located in Chisago County. Chisago County Attorney's Office has jurisdiction to prosecute criminal offenses which occur at /involve inmates at the correctional facility. The Joint Powers Agreement is an annual contract that provides partial reimbursement to the County Attorney's Office for partial personnel costs and in-kind financial burdens incurred regarding this responsibility of the County Attorney's Office.	
Background: Pursuant to Minn. Stat. 241.271, the Department of Corrections allocates annual funds to reimburse County Attorney offices for expenses associated with prosecution/investigation of DOC inmates for counties where a state correctional facility is located.	
Attachments: Joint Powers Agreement (JPA) between the Minnesota DOC and Chisago County Attorney's Office for prosecution of criminal offenses involving inmates at MCF-Rush City for July 1, 2021 - June 30, 2022	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Joint Powers Agreement (JPA) between the Minnesota Department of Corrections and Chisago County Attorney's Office for prosecution and investigation of criminal offenses involving inmates at MCF-Rush City for July 1, 2022 through June 30, 2023. The suggested motion is as follows: "Move to approve the JPA with the State of Minnesota Department of Corrections – Prosecution Services – MCF-Rush City."	
Implications of Action: Pursuant to Minn. Stat. 241.271, the Department of Corrections allocates annual funds to reimburse County Attorney offices for expenses associated with prosecution/investigation of DOC inmates for counties where a state correctional facility is located.	
Budget/Financial Implications: The Chisago County Attorney's Office will receive reimbursement for prosecutorial services associated with cases involving MCF-Rush City inmates up to \$25,000.00 from July 1, 2022 to June 30, 2023; this requires billing MN DOC for the hourly services and in-kind costs incurred in prosecution of DOC cases.	
Legal Implications: The Agreement provides for partial reimbursement to the County Attorney's Office for costs incurred. The county has jurisdiction and is the prosecuting authority for the criminal offenses committed at MCF-Rush City.	

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 211438

This Agreement is between the State of Minnesota, acting through its Department of Corrections, Facility Safety & Security Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and the Office of the Chisago County Attorney, 313 N Main Street, Room 373, Center City, MN 55012 ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State, pursuant to Minn. Stat. § 241.271, is empowered to reimburse counties for expenses of a county attorney resulting from activities involving inmates of the state correctional institution located in Chisago County. The Governmental Unit has one correctional facility within the county and thereby request reimbursement for some of the costs associated with the prosecution of inmates who are involved in criminal activities at the correctional facility.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Governmental Unit Duties:

- 2.1. Prosecute Cases and assist in the investigation of criminal cases involving inmates at the state correctional facility located in Chisago County, which result in additional costs to the Governmental Unit.
- 2.2. Meet with Authorized Representative of the State as requested to review priorities for prosecution services, to discuss strategies for maximizing efficient use of services, and to review prosecution data to ensure accuracy.

State Duties:

- 2.3. Pay for reasonable legal costs and expenses associated with providing prosecution services under this agreement.
- 2.4. The total obligation of this agreement is up to \$25,000 as described in paragraph 3.1.

3. Payment

3.1. Consideration for services performed by Governmental Unit pursuant to this Agreement shall be paid by the State at an hourly rate of \$123.00 for attorney services and \$68.00 for legal assistant services.

The total obligation of the State under this Agreement will not exceed \$25,000.

4. Authorized Representatives

The State's Authorized Representative is Michelle Smith, Deputy Commissioner-Facility Safety & Security Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-361-7217, or his/her successor.

The Governmental Unit's Authorized Representative is Janet Reiter, Chisago County Attorney, 313 N Main Street, Room 373, Center City, MN 55012, 651-213-8400 christine.samuelian@chisagocountymn.gov, or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This

shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

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.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at

<http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Vaccination/Testing Requirements

12.1 Applicability. This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

12.2 Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

12.3 Compliance. Contractor is responsible for the following:

12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item Requirements detailed in this clause.

12.4 Reporting. Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

Department Head & Atty App'd as to Form:
Janet Reiter, Chisago County Attorney



Date: 5/6/2022

3. State Agency

With delegated authority

Print Name:

Signature:

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name:

Signature:

Title: _____ Date: _____

Admin ID:

Chisago County Government Center Front Door Court Security

Prohibited Items	2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Prohibited Items Confiscated
Confiscations														
Sharp objects	33	32	53	41	0	0	0	0	0	0	0	0	0	159
Guns, Firearms, Magazines	0	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	0
Tools & Sporting goods	5	4	9	7	0	0	0	0	0	0	0	0	0	25
Chemicals and other Dangerous Items	2	0	3	5	0	0	0	0	0	0	0	0	0	10
Total Prohibited Items Confiscated	40	36	65	53	0	0	0	0	0	0	0	0	0	194
Bag count	317,678	1,337	1,122	1600	1930									5,989

Services Rendered	2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Services Rendered
Distruptive/Suspicious Persons Calls	0	0	0	1	2	0	0	0	0	0	0	0	0	3
Medical Assists	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Officer/Deputy/Probation/911 Assist	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Emotional Disturbed Persons	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Handicap/Elderly Assists	4	2	1	1	1	0	0	0	0	0	0	0	0	8
Escorts to Motor Vehicle	0	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	0
Parking Lot Security Inspection	0	5	12	13	0	0	0	0	0	0	0	0	0	30
Door and Fire Alarms	4	0	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	0	3
Total Services Rendered	9	9	14	18	0	0	0	0	0	0	0	0	0	47

CORR.

2022 Memorial Day Paddle

*Monday, May 30 9:00 am Start
Canoe's, Kayak's, and Paddleboards
Kichisaga Park to Minnesö to Center City for
lunch*

Visit Lindstrom's new island on the



*Start at Kichisaga Park, or the 292nd
DNR Boat Landing in Lindstrom, or
wherever, paddle north to Minnesö!*

*For more Information or to be added to
the "Chisago Lakes Paddle Club" contact:*

Bill Mack

macklandscaping@gmail.com

