COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

REGULAR MEETING – Wednesday, November 16, 2022
County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

1.)	County Engineer's Report	TAB 1
2.)	Acquisitions by Eminent Domain for CSAH 40 and CSAH 21	TAB 2
3.)	Prof. Services Contract with SRF Consulting Group, Inc. for Engineering Services	TAB 3
4.)	Final Contract Payment for 2022 Bridge Replacement Project SAP 013-598-010	TAB 4

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

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. 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 – Eminent Domain for CSAH 40 and CSAH 21	TAB 2
3.)	R&B Committee Recommendation – Prof. Services Contract with SRF Consulting	TAB 3
4.)	R&B Committee Recommendation – 2022 Bridge Replacement Proj. SAP 013-598-010	TAB 4
5.)	Minutes from the November 2, 2022 Meeting	TAB 5
6.)	Payment of County's Warrants and Miscellaneous Bills	TAB 6
7.)	Tobacco License Renewal – Station on 17	TAB 7

Environmental Services/Zoning Report – Kurt Schneider, Director

8.)	Director's Report	TAB 8
9.)	City of Stacy Building & Septic Inspection Services Contract	TAB 9
10.)	A2A Investments LLC "Ryan Farms Plat 1" Preliminary Plat	TAB 10
11.)	Darin and Amy Dills "Angry Danglers Paradise" Preliminary Plat	TAB 11
12.)	Kenneth Rice "Paradise Woods" Preliminary Plat	TAB 12
13.)	Dusenka Rezoning Request from Rural Residential II to Agricultural	TAB 13

Other Business of the County Board

14.)	Report and Recommendations from the November 9th, 2022 B/F Meeting	TAB 14
15.)	JPA with Hennepin County Sheriff's Office for the Boarding of Hennepin Inmates	TAB 15
16.)	Law Enf. Service Cont. - Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City	TAB 16
17.)	ARPA Expenditure - Children's Services Collaborative	TAB 17
18.)	Policy and Procedure #500: County Disposition, Cremation and Burial	TAB 18
19.)	TriMin System Service Agreement for 2023	TAB 19
20.)	MFIP & DWP Program Provider Agreement with CMJTS	TAB 20
21.)	Prof./Tech. Services Contract with Amy Anderson, M.D.	TAB 21
22.)	Family Home Visiting Strong Foundations Grant, 2023 – 2027	TAB 22

23.) Canvas Health Contract through 2024 TAB 23

24.) County Administrator Employment Contract Renewal TAB 24

Discussion Items:

- Correspondence CORR.
- Administrator Update
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

#1

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: **Chisago County Board of Commissioners**

FROM: Joe Triplett, P.E.

DATE: **November 3, 2022**

RE: Public Works Director's Report

2023 Projects:

CSAH 21 & CSAH 40 Reconstruction Projects: Plans are close to complete and Mndot State Aid to do their initial review. We have been working on right of way acquisition on these two projects and it is going well. However, to keep the projects on track for delivery next year, we may need to exercise the County's right to eminent domain to acquire and compensate. I have the resolutions requesting authorization to do so, if necessary.

CR 70 Project: We will need direction on what type of project the Board is willing to fund. I have included 3 Options for the 2023 T.I.P. and CR 70. After discussion, I will bring back a T.I.P. for Board consideration in December.

- **Option 1**: This option includes a full reconstruction of CR 70, expanding the shoulders to 6 feet for a 36 foot bituminous top and right of way acquisition. This option also includes a mill and overlay project and spends less local funding.
- **Option 2**: This option includes a full reconstruction of CR 70, expanding the shoulders to 6 feet for a 36 foot bituminous top and right of way acquisition. This option also includes a mill and overlay project and maintains the current local road construction spending.
- **Option 3**: This option includes a reconditioning project on CR 70. This project would include subgrade replacement on the south end where needed, addressing drainage issues and replacing the pavement to a 24 foot paved top. Right of way acquisition would not be required. This option also includes a large mill and overlay project and maintains the current local road construction spending.

County Transportation Plan Update
Update from our Local Agency Workshop earlier on the 16th.

TH 8 Reconstruction Update
I have an engineering contract for consideration. We have identified additional tasks for the project and have funding from the 2018 legislation to accomplish them.

CSAH 22 Interchange/Corridor Study
We have narrowed options down to 2. Next step is to meet with Mndot.

					Estimated Cost & Funding Source					
	Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total	Comments
2023	40	CSAH 9 to CSAH 30	1.2	Reconstruction			$1,100,000	$750,000	$1,850,000	
	21	CSAH 20 to TH 95	2.1	Reconstruction			$3,400,000		$3,400,000	
	70	CSAH 11 to TH 95	1.4	Reconstruction				$2,100,000	$2,100,000	
		2023 Pavement Maintenance Project	11.6	Mill & Overlay				$2,100,000	$2,100,000	CSAH 14, CR 71 & CR 81
			16.3	TOTAL	$0	$0	$4,500,000	$4,950,000	$9,450,000	
				PERCENTAGE OF TOTAL	0%	0%	48%	52%		
					Federal	State	State Aid	Local (Levy & Sales Tax)	Total	
		TOTAL MILEAGE	16.30	TOTAL	$ -	$ -	$ 4,500,000	$ 4,950,000	$ 9,450,000	
				PERCENTAGE OF TOTAL	0.0%	0.0%	47.6%	52.4%	100%	
	Notes: This Option includes a full reconstruct of CR 70 to a 36 foot wide highway, 11.6 miles of mill and overlay and spends approximately $850k less previously approved TIP									

	Highway No.	Termini	Length (mi)	Project	Estimated Cost & Funding Source					Comments
					Federal	State	State Aid	Local (Levy & Sales Tax)	Total	
	40	CSAH 9 to CSAH 30	1.2	Reconstruction			$1,100,000	$750,000	$1,850,000	
	21	CSAH 20 to TH 95	2.1	Reconstruction			$3,400,000		$3,400,000	
2023	70	CSAH 11 to TH 95	1.4	Reconditioning				$1,400,000	$1,400,000	
		2023 Pavement Maintenance Project	20.5	Mill & Overlay				$3,650,000	$3,650,000	CSAH 3, CSAH 14, CSAH 40, CR 71, CR 81 & CR 94
			25.2	TOTAL	$0	$0	$4,500,000	$5,800,000	$10,300,000	
				PERCENTAGE OF TOTAL	0%	0%	44%	56%		

	Federal	State	State Aid	Local (Levy & Sales Tax)	Total
TOTAL MILEAGE 25.20 TOTAL	$ -	$ -	$ 4,500,000	$ 5,800,000	$ 10,300,000
PERCENTAGE OF TOTAL	0.0%	0.0%	43.7%	56.3%	100%

Note: This Option includes a reconditioning of CR 70 (subgrade correction on south end, 24 foot wide highway, drainage improvements, no right of way acquisition), 20.1 miles of mill and overlay and keeps the spending level the same as previously approved TIP.

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 2
Title of Item for Consideration: Authorizing Acquisitions by Eminent Domain for S.A.P. 013-640-001 CSAH 40 (Old CR 59) & S.A.P. 013-621-010 CSAH 21 (Old CR 76) Reconstruction Projects	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: Approved in 2023 T.I.P. & Right of Way Plats #112 & #114	

Background: Public Works is proposing to reconstruct CSAH 40 (Old CR 59) in Harris and CSAH 21 (Old CR 76) in Shafer Township. We have been in the acquisition process since early summer and still have a few parcels to acquire. To keep the projects on schedule for delivery next year, the County needs to exercise the right of eminent domain. Public Works is hopeful to agree on compensation and will continue to negotiate and work with the property owners throughout the process until, if needed, award is made by the court-appointed commissioners.

Attachment(s):

- Resolutions

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

"Move to authorize the use of eminent domain for S.A.P. 013-640-001 & S.A.P. 013-621-010 parcel acquisition at tonight's meeting."

Implications of Action: Board approval at tonight's meeting will authorize the County to acquire parcels for S.A.P. 013-640-001 & S.A.P. 013-621-010 by eminent domain, if necessary.

Budget/Financial Implications: None

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

RESOLUTION NO. -_____

AUTHORIZING THE ACQUISITIONS OF LAND BY EMINENT DOMAIN
FOR IMPROVEMENTS ON CSAH 40 (OLD CR 59 & AKA 460TH STREET)

WHEREAS, Chisago County proposes to improve County Road 59 (AKA 460th Street) as identified in Right-of-Way Plat #112 recorded on September 22, 2022, as document number 662629 with the Chisago County Recorder's Office; and

WHEREAS, the improvement consists of realigning and reconstructing said roadways as herein determined necessary to provide for the safety of the traveling public; and

WHEREAS, right-of-way and easements over certain lands are required to provide for said realignment and reconstruction; and

WHEREAS, Chisago County has authority to acquire right-of-way for said project by eminent domain pursuant to Minn. Stat. 163.02, subd. 2 and the right to acquire the right-of-way prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. 117.042; and

WHEREAS, the following persons own or have an interest in a portion of said lands required for as identified on Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, Chisago County has been unable to successfully negotiate the acquisition of the required right-of-way and easements on such property to date; and

WHEREAS, throughout the eminent domain proceedings, Chisago County shall continue to negotiate the acquisition of the required right-of-way and easements until an award is made by the court-appointed commissioners; and

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the acquisition of said land by eminent domain and to the take title and possession of that land prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. sections 117.042 and 163.02, subd. 2;

BE IT FURTHER RESOLVED, that the Chisago County Attorney is requested to file the necessary Petition and to prosecute such action to a successful conclusion or until it is abandoned, dismiss, or terminated by the County or the Court.

RESOLUTION NO. -_____

AUTHORIZING THE ACQUISITIONS OF SAID LANDBY EMINENT DOMAIN
FOR IMPROMENTS ON CSAH 21 (OLD CR 76 & AKA REDWING AVENUE)

WHEREAS, Chisago County proposes to improve County Road 76 (AKA Redwing Avenue) as identified in Right-of-Way Plat #114 recorded on September 22, 2022, as document number 662630 with the Chisago County Recorder's Office; and

WHEREAS, the improvement consists of realigning and reconstructing said roadways as herein determined necessary to provide for the safety of the traveling public; and

WHEREAS, right-of-way and easements over certain lands are required to provide for said realignment and reconstruction; and

WHEREAS, Chisago County has authority to acquire right-of-way for said project by eminent domain pursuant to Minn. Stat. 163.02, subd. 2 and the right to acquire the right-of-way prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. 117.042; and

WHEREAS, the following persons own or have an interest in a portion of said lands required for as identified on Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, Chisago County has been unable to successfully negotiate the acquisition of the required right-of-way and easements on such properties to date; and

WHEREAS, throughout the eminent domain proceedings, Chisago County shall continue to negotiate the acquisition of the required right-of-way and easements until an award is made by the court-appointed commissioners; and

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the acquisition of said land by eminent domain and to the take title and possession of that land prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. sections 117.042 and 163.02; and

BE IT FURTHER RESOLVED, that the Chisago County Attorney is requested to file the necessary Petition and to prosecute such action to a successful conclusion or until it is abandoned, dismiss, or terminated by the County or the Court.

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 3
Title of Item for Consideration: Professional Services Contract with SRF Consulting Group, Inc. for Engineering Services	
Action Requested by: Joe Triplett, P.E.	***Department:*** Public Works
Previous Action on this Matter: Predesign Contract Approved on 2-20-2019.	

Background: As Chisago County and SRF continue the design and delivery of the TH 8 Reconstruction, we have found the need for additional services relating to the preliminary design phase. There is still funding in the 2018 Legislative GO Bond and to access it, we will need to execute a contract with SRF consulting to encumber those funds. I recommend approving the contract.

Attachment(s):

- Proposal Letter
- Professional Services Contract

Action Requested/Recommended: The County Board is respectfully requested to authorize the professional services contract. The following motion is suggested:

"Move to approve professional services contract to SRF Consulting Group, Inc at tonight's meeting."

Implications of Action: Board approval at tonight's meeting will authorize the County to enter into a contract with SRF Consulting Group, Inc., for professional services.

Budget/Financial Implications: Funded by Legislative General Obligation bond appropriation.

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

Administrator's Recommendation

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

SRF 12151.00

October 15, 2022

Joseph Triplett, PE
Public Works Director/County Engineer
Chisago County
313 North Main Street, Suite 400
Center City, MN 55012

Subject: Request for Contract Amendment to complete the Preliminary Design of the TH 8 Reconstruction project from I-35 to Karmel Avenue

Dear Joseph Triplett:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this request for a contract amendment to provide additional professional services to assist Chisago County with the completing the Preliminary Design phase of the TH 8 Reconstruction project from I-35 to Karmel Avenue. This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication with the agencies involved. In addition, SRF was asked to assist with materials needed to initiate the Right-of-Way acquisition process for up to 205 parcel impacted by the project including a color-coded ownership map, legal descriptions and exhibits for affected parcels, and re-platting parcels along the corridor.

Our continued goal for this project is to improve safety and mobility by upgrading TH 8 to a 4-lane divided roadway to accommodate current and future traffic volume demands and gap acceptance from side streets. Direct access along TH 8 will be better managed through consolidation and/or frontage/backage road systems. This project will provide enhanced accommodations for pedestrians and bicyclists by preserving a location for the Swedish Immigrant Trail on the north side of TH 8 and upgrading pedestrian curb ramps and cross walks to meet current ADA standards.

On-going Public and Agency involvement has proven to be critical to the success of the project as the objective is to develop roadway improvements that meet the near and long-term goals of FHWA, MnDOT, Chisago County, Washington County, Forest Lake, Wyoming, and Chisago City and the Comfort Lake Forest Lake Watershed District.

Approved (Chisago County)

(signature)

Name JOSEPH K. TRIPLETT

Title DIRECTOR OF PUBLIC WORKS

Date 10/17/22

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SUPPLEMENTAL PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinaftet CONTRACTOR).

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

WHEREAS, in 2019, the County and CONTRACTOR entered into a professional services agreement for professional services necessary for the preliminary design phase of the TH8 Reconstruction Project from I-35 east to Karmel Avenue; and

WHEREAS, the County is in need of additional professional services to consider alternative designs in the completion of the preliminary design phase; and

WHEREAS, the CONTRACTOR has made representations to the County that it is qualified, duly licensed and willing to perform the additional professional services required of the County to complete the preliminary design phase of the TH8 Reconstruction Project from I-35 east to Karmel Avenue.

NOW, THEREFORE, the County and CONTRACTOR agree to enter into this supplemental professional services agreement, as follows:

I. **TERM OF CONTRACT**. This contract shall be effective on November 17, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until December 31, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform such duties as described in CONTRACTOR'S proposal dated October 15, 2022 and the Work Tasks Attachment which is incorporated into said proposal. Together, said proposal and its incorporated Works Tasks Attachment are attached hereto and incorporated herein as **Attachment A.**

III. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Eight Hundred Twelve Thousand, Five Hundred Seventy-nine and No/100 Dollars ($812,579.00) pursuant to **Attachment A.**

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

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

VIII. **INSURANCE**.

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

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

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

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

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

All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:**

A. It is proposal, CONTRACTOR has identified Braun Intertec as a sub-consultant who may provide services to CONTRACTOR as necessary for CONTRACTOR to perform those responsibilities required of CONTRACTOR in this Agreement. For purposes of this Agreement, the parties acknowledge and agree that Braun Intertec shall not be considered as a subcontractor or assignee of this Agreement but only as an employee or independent contractor of CONTRACTOR.

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: November 4, 2022

SRF

SRF 12151.00

October 15, 2022 Type text here

Joseph Triplett, PE
Public Works Director/County Engineer
Chisago County
313 North Main Street, Suite 400
Center City, MN 55012

Subject: Request for Contract Amendment to complete the Preliminary Design of the TH 8 Reconstruction project from I-35 to Karmel Avenue

Dear Joseph Triplett:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this request for a contract amendment to provide additional professional services to assist Chisago County with the completing the Preliminary Design phase of the TH 8 Reconstruction project from I-35 to Karmel Avenue. This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication with the agencies involved. In addition, SRF was asked to assist with materials needed to initiate the Right-of-Way acquisition process for up to 205 parcel impacted by the project including a color-coded ownership map, legal descriptions and exhibits for affected parcels, and re-platting parcels along the corridor.

Our continued goal for this project is to improve safety and mobility by upgrading TH 8 to a 4-lane divided roadway to accommodate current and future traffic volume demands and gap acceptance from side streets. Direct access along TH 8 will be better managed through consolidation and/or frontage/backage road systems. This project will provide enhanced accommodations for pedestrians and bicyclists by preserving a location for the Swedish Immigrant Trail on the north side of TH 8 and upgrading pedestrian curb ramps and cross walks to meet current ADA standards.

On-going Public and Agency involvement has proven to be critical to the success of the project as the objective is to develop roadway improvements that meet the near and long-term goals of FHWA, MnDOT, Chisago County, Washington County, Forest Lake, Wyoming, and Chisago City and the Comfort Lake Forest Lake Watershed District.

Approved (Chisago County)

(signature)

Name JOSEPH K. TRIPLETT

Title DIRECTOR OF Public Works

Date 10/17/22

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

CLIENT: Chisago County

CONSULTANT: SRF CONSULTING GROUP, INC.

SUB-CONSULTANT: Braun Intertec

PROJECT: TH 8 Preliminary Design/EA

Request for Supplemental Agreement

This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.

***** ESTIMATED PERSON-HOURS *****

	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
	Description of Request - Contract schedule extended by 6 months to work thru design changes requested by MnDOT and other agencies resulting in additional meetings and coordination.								
2.2	Prepare for and conduct public and agency meetings (see assumptions below)	40	40	40	0	0	0	0	120
	Meeting Assumptions								
	(Hours per meeting includes prep time, travel time, meeting facilitation and follow up meeting summaries and technical/graphical assistance)								
	5 PMT **Meetings** (8 hours x 3 SRF staff/meeting)								
	Does not include Utility Coordination Meetings and Regulatory Agency Meetings								
	Agency Participation								
	Partnering Agencies will actively participate in public meetings and activities								
	County hosting project website								
	Deliverables								
	Meeting Materials and summaries								
	SUBTOTAL - TASK 2.0	40	40	40	0	0	0	0	120
	ESTIMATED LABOR AND OVERHEAD - TASK 4.0								$20,920
8.0	**Existing and Future Conditions Analysis**								
	Description of Request - Additional forecasting, modeling updates, and technical memos to address MNDOT's newly published Facilities Design Guidance requirements								
8.3	Conduct a detailed traffic operations analysis of the future no build a.m. and p.m. peak hour traffic conditions using Synchro SimTraffic. Report intersection levels of service, intersection queuing, and select corridor travel times in tabular and graphical form.	16	0	64	0	0	20	0	100

CLIENT: Chisago County
CONSULTANT: SRF CONSULTING GROUP, INC.
SUB-CONSULTANT: Braun Intertec

PROJECT: TH 8 Preliminary Design/EA

Request for Supplemental Agreement

This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both maintain and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.

	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
		***** ESTIMATED PERSON-HOURS *****							
12.1	Develop conceptual layouts and typical sections for TH 8 sufficient in detail to engage stakeholders on potential safety improvements, intersection control and geometric alternatives, access considerations, and pedestrian and bicycle accommodations. Flexible design practices will be utilized to reduce project impacts and costs.	16	80	0	120	240	0	0	456
12.2	Explore conceptual alignments, profiles and typical sections for driveways, side street approaches and frontage and backage road connections to TH 8 that respond to the access management plan developed under Task 8. These concepts will include sufficient in detail to engage local agencies and other stakeholders.	16	100	0	140	280	0	0	536
12.3	Prepare planning level cost estimate for each concept.	2	16	0	40	0	0	0	58
	Assumptions								
	Flexible design practices will be utilized to reduce project impacts and costs.								
	Concepts will be developed using MicroStation design software								
	Agency Participation								
	Coordination with local development plans								
	Review concepts and provide feedback								
	Project partners will provide feedback during design charrette								
	Deliverables								
	Planning level cost estimates								
	Evaluation matrix								
	SUBTOTAL - TASK 12.0	34	196	0	300	520	0	0	1050
	ESTIMATED LABOR AND OVERHEAD - TASK 12.0								$138,492
13.0	**Preferred Alternative Geometric Layout**								

CLIENT: Chisago County
CONSULTANT: SRF CONSULTING GROUP, INC.
SUB-CONSULTANT: Braun Intertec

PROJECT: TH 8 Preliminary Design/EA

Request for Supplemental Agreement

This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.

	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
		ESTIMATED PERSON-HOURS							
	Up to two layout resubmittals to County and MnDOT after comments addressed								
	Agency Participation								
	Review and comment on deliverables								
	Deliverables								
	Signed Staff Approved Layout in digital and hardcopy formats.								
	Design files, including, typical sections, alignments, geometrics, profiles, and cross sections.								
	Preliminary Construction Staging Layouts								
	Cost Estimate								
	SUBTOTAL - TASK 13.0	36	8	232	116	264	374	0	1030
	ESTIMATED LABOR AND OVERHEAD - TASK 13.0								$137,648
16.0	**Preliminary Drainage Design and Report**								
	Description of Request - Addition of pedestrian underpasses, and relocation of ponds to accommodate future frontage/backage roads, required additional drainage analysis and design.								
15.4	Review current and future development and/or land use plans to identify potential connections or issues with offsite drainage in the project area.	0	4	0	8	20	0	0	32
15.5	Conduct analysis of the proposed hydrologic conditions and develop a proposed conditions model and preliminary storm water management plan based on the preferred alternative. Determine BMP strategies to meet the regulatory requirements and provide mitigation for impacts to existing storm water facilities.	0	40	0	80	120	0	0	240
15.6	Develop a preliminary drainage overview map and layout that includes the proposed storm water management BMPs, preliminary trunk storm sewer and centerline culvert locations. The drainage layout will also identify areas of concern, and impacts to the existing storm water facilities.	0	8	0	12	40	20	0	80

CLIENT: Chisago County

CONSULTANT: SRF CONSULTING GROUP, INC.

SUB-CONSULTANT: Braun Intertec

PROJECT: TH 8 Preliminary Design/EA

Request for Supplemental Agreement

This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both mainline and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.

		***** ESTIMATED PERSON-HOURS *****							
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
	Provide modeling and development information for areas adjacent to the corridor, if available.								
	Review and comment on drainage overview/issues map.								
	Review and comment on Preliminary Drainage Report.								
	Deliverables								
	Preliminary base map that is a tool to foster discussion among stakeholders, and documents project opportunities and constraints associated with the water resources design.								
	Regulatory Matrix and summaries of agency meetings								
	Drainage Overview Map that includes the proposed drainage areas, intended locations of trunk storm sewers and culverts, locations of BMPs, associated right-of-way needs, and impacts to existing wetlands and storm water infrastructure.								
	Preliminary Drainage Report that includes a summary of the work completed, regulatory matrix, existing and proposed drainage overview maps, and the steps needed to complete the final design of the project.								
	SUBTOTAL - TASK 15.0	0	54	0	100	184	22	0	360
	ESTIMATED LABOR AND OVERHEAD - TASK 15.0								$46,070
16.0	**Supplemental Survey**								
	Description of Request - New Tasks added for Right-of-Way exhibits, descriptions and platting work for up to 205 parcels identified as impacted by project.								
16.2	**Parcel Titles** - Review parcel title reports listing owner, property description and existing easements to be sourced from title company. See reimbursable expense below for title acquisition fee.	0	410	0	0	0	0	0	410
16.3	**Right of Way Base Map** - For the project area, a cad right of way base file will be created utilizing information from title reports, County section breakdowns, plats, MnDOT maps and other available data.	0	200	0	0	0	0	0	200
16.4	**Parcel Sketches** - Parcel sketches will be prepared for each affected parcel depicting the proposed right of way, permanent and temporary easement needs. Parcel sketches can be used in the negotiation process.	0	200	0	205	0	0	0	405

CLIENT: Chisago County
CONSULTANT: SRF CONSULTING GROUP, INC.
SUB-CONSULTANT: Braun Intertec

PROJECT: TH 8 Preliminary Design/EA

Request for Supplemental Agreement

This request for supplemental agreement is based on additional coordination required with MnDOT and the Cities of Forest Lake, Wyoming and Chisago City to explore several alternative design requests to both maintain and the local roadway system. This, in turn, prolonged the schedule by 6 months and required on-going coordination and communication.

		****ESTIMATED PERSON-HOURS****							
	SRF STAFF CLASSIFICATION:	PRINCIPAL	SR ASSOCIATE	ASSOCIATE	SR PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS
17.2	SRF will prepare up to two (2) regional or state grant applications that require a moderate level of effort. These types of applications may include the Metropolitan Council's Regional Solicitation, State Bonding Requests, and MN DOT's Transportation and Economic Development (TED) grants, Highway Safety Improvement Program (HSIP), or Cooperative Agreements. Services to be covered under this task may include, but not limited to, the preparation of grant applications, coordinating of grant materials, data collection, grant research, funding implementation plans, and meetings with potential grantees.	4	0	120	0	12	0	4	140
17.3	SRF will prepare a BUILD GRANT application on behalf of Chisago County.	4	0	120	0	0	0	2	126

Assumptions

The County will be responsible for collecting any required letters of support or resolutions.

The County will be responsible for submitting the grant applications and paying associated fees

Agency Participation

Review applications and provide feedback

Deliverables

Outline of eligible project elements for each funding source and probability in securing the funds

Three regional or state grant applications

	SUBTOTAL - TASK 17.0	12	0	240	0	12	0	6	270
	ESTIMATED LABOR AND OVERHEAD - TASK 17.0								$35,856
	TOTAL (ALL TASKS)	278	1691	628	1041	980	536	6	5150

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 4
Title of Item for Consideration: FINAL Contract Payments for 2022 Bridge Replacement Project SAP 013-598-010	
Action Requested by: Joe Triplett, P.E.	***Department:*** Chisago County Public Works
Previous Action on this Matter: Projects have been previously approved and awarded.	
Background: The final contract payment amount for the 2022 Bridge Replacement Project SAP 013-598-010 is $22,556.77. The contract amount was $387,494.99 and the total work certified amount was $387,494.99. ***Attachment(s)***: • Final Contract Voucher – 2022 Bridge Replacement Project SAP 013-598-010 (*available upon request*)	
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract Payment for 2022 Bridge Replacement Project SAP 013-598-010. The following motion is suggested: ***"Move to approve the 2022 Bridge Replacement Project SAP 013-598-010 Final payment."***	
Implications of Action: Board approval at tonight's meeting will allow the Public Works department to complete the project. ***Budget/Financial Implications***: None. ***Legal/Policy Implications***: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.	

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

#5

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, November 02, 2022

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, November 02, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

Commissioner DuBose offered a motion to approve the amended agenda. Motion seconded by Dunne, 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 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.

Public Health Director Courtney Wehrenberg presented the semi-annual Community Health Board Report to the Board of Commissioners. ***No action was taken.***

On motion by DuBose, seconded by Greene, the Board moved to add items 1-2 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 6:52 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) 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.

4.) Minutes from the October 19, 2022 Regular Meeting

On motion by DuBose, seconded by Montzka, the Board moved to approve Resolution No. 22/1102-1 , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of SP Farms Plat One at 272X Olinda Trail, Franconia Township (PID #04.00370.20). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka **OPPOSED:** None.

RESOLUTION NO. 22/1102-1
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF SP FARMS PLAT ONE AS REQUESTED BY SP FARMS LLC

WHEREAS, SP Farms LLC, property owner, submitted a request for the Final Plat of SP Farms Plat One on October 20, 2022; and

WHEREAS, the subject site is generally located east of Olinda Trail / CSAH 25, south of Chisago Boulevard / CSAH 23 and west of Olympic Trail in Franconia Township and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 79.8± acres in size and legally described as:

PID 04.00370.20

That part of the Northwest Quarter of the Southwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, described as follows: Commencing at the southeast corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 47 minutes 39 seconds West, assumed bearing along the south line of said Northwest Quarter of the Southwest Quarter a distance of 743.68 feet to the point of beginning of the parcel to be described; thence continuing North 89 degrees 47 minutes 39 seconds West, along said south line, a distance of 606.22 feet, more or less, to the southwest corner of said Northwest Quarter of the Southwest Quarter; thence North 02 degrees 05 minutes 35 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 363.29 feet; thence South 89 degrees 47 minutes 39 seconds East, a distance of 620.79 feet; thence South 00 degrees 12 minutes 21 seconds West, a distance of 363.00 feet to said point of beginning and there terminating.

LESS AND EXCEPT:
That part of the Northwest Quarter of said Southwest Quarter (NW 1/4 SW 1/4) being a strip of land 50 feet in width lying East and adjacent to the centerline of County State Aid Highway No. 25;

WHEREAS, the Preliminary Plat of SP Farms Plat One was recommended for approval by the Planning Commission on September 1, 2022 per Resolution No. PC2022-0901and

approved by the County Board of Commissioners on September 21, 2022 per Resolution No. 22/0921-1; and

WHEREAS, the Final Plat submitted on October 20, 2022 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of SP Farms Plat One, subject to the following conditions:

1. The Final Plat is approved as submitted on October 20, 2022. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The driveway access from Olinda Trail / CSAH 25 shall be located as far north as possible due to visibility and safety concerns.
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.

On motion by Montzka, seconded by Dunne, the Board moved to adopt Resolution No. 22/1102-2: Resolution to Authorize the Partial Termination of the 2007 Tax Abatement and Business Subsidy Agreement with North Branch Market Place, LLC. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka **OPPOSED:** None.

RESOLUTION NO. 22/1102-2
RESOLUTION TO AUTHORIZE PARTIAL TERMINATION OF THE 2007 TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT WITH NORTH BRANCH MARKET PLACE, LLC, AND TO RELEASE LOT 1, BLOCK 1, NORTH BRANCH MARKET PLACE, CHISAGO COUNTY, MINNESOTA

WHEREAS, the County and North Branch Market Place, LLC, a Minnesota limited liability company, entered into a Tax Abatement and Business Subsidy Agreement recorded in the Office of the County Recorder, Chisago County, Minnesota, on December 26, 2007, as Document No. A-493619, on real property situated along State Highway 95/ St. Croix Trail, North Branch, Minnesota and as described in said tax abatement agreement.

WHEREAS, the rights and obligations of the County and North Branch Market Place, LLC as contained in the 2007 Tax Abatement and Business Subsidy Agreement have been completed and fully-satisfied.

WHEREAS, in 2018, North Branch Sweets, LLC, acquired one of the properties subject to the tax abatement agreement which has the physical address of 5300 St. Croix Trail and having the legal description of:

Lot 1, Block 1, North Branch Market Place, Chisago County, Minnesota.

WHEREAS, North Branch Sweets, LLC, has entered into a real estate agreement for the sale of said property and it now seeks the release of said property from the 2007 Tax Abatement and Business Subsidy Agreement to complete such sale.

WHEREAS, it is appropriate and in the best interest of the County for the County Board of Commissioners to authorize a partial termination of the 2007 Tax Abatement and Business Subsidy Agreement and release from said tax abatement agreement said property.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota, hereby authorizes a partial termination of the Tax Abatement and Business Subsidy Agreement, recorded on December 26, 2007, and authorizes the release therefrom the property being legally described as:

Lot 1, Block 1, North Branch Market Place, Chisago County, Minnesota.

On motion by Dunne, seconded by DuBose, the Board moved to approve a loan of $462,000 from the County Fund Balance to the Chisago County HRA-EDA so the Chisago City EDA can purchase industrial property in Chisago City. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve and authorize issuance of the Request for Proposals for Legal Representation for eligible persons in Child Welfare matters under Juvenile Protection Provisions of the Juvenile Court Act. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Greene, Montzka **OPPOSED:** None.

CITIZENS FORUM
TIME – 7:00 p.m. **END TIME** – 7:00 p.m.
# of SPEAKERS – 0

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

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

On motion by DuBose, seconded by Dunne, the Board moved to close the County Board meeting at 7:04 p.m. related to strategy for labor negotiations, including negotiation strategies , including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute. Minn. Stat. §13D.03 subd. 1. The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies , including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

On motion by DuBose, seconded by Dunne, the Board ended the closed meeting and reconvened the regular meeting at 7:57 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board adjourned the meeting at 7:57 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
November 16, 2022

TAB # 6

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $731,746.29

Authorize Payment of County's Warrants for HHS:

Prepared Check Date	Amount	Mail Date	Type of Payment
11/4/2022 -			County's Warrants
11/4/2022 $420.44		11/16/2022	Auditor's Warrants
11/8/2022	-		County's Warrants
11/8/2022	$5,579.80	11/16/2022	Auditor's Warrants

e

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 7
Title of Item for Consideration: Tobacco License Request – Station on 17	
Action Requested by: Bridgitte Konrad, County Auditor	***Department:*** Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The application is for a Tobacco License for Station on 17 which is under new ownership located at5563 Athens Trail, North Branch, MN 55056. The license is recommended by the Sheriff's office and Attorney's office for approval. ***Attachment(s):*** • License Application for Tobacco License *(available with Clerk of the Board)*	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the tobacco license application for Station on 17, which is under new ownership. The suggested motion is as follows: ***"Move to approve the tobacco license application for Station on 17, which is under new ownership."***	
Implications of Action: By approving the applications, the business will be able to sell tobacco at their establishment. ***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 CG	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay ____ Abstain _____

٢

#8

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

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: November 9, 2022
Re: **November 16, 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 November 16, 2022, Board meeting.

Action Items:

1. Receive Directors Report
2. A2A Investments LLC "Ryan Farms Plat 1" Preliminary Plat
3. Darin and Amy Dills "Angry Danglers Paradise" Preliminary Plat
4. Kenneth Rice "Paradise Woods" Preliminary Plat
5. Frank and Debora Dusenka Rezoning Request from Rural Residential II to Agricultural
6. City of Stacy Building & Septic Inspection Services Contract

Informational Item(s):

Board of Adjustment and Appeals:
The regularly scheduled Board of Adjustment meeting of December 1, 2022 has been cancelled. No variance or appeal applications were received prior to the November 1st deadline. The next Board of Adjustment Meeting is scheduled for December 29, 2022 at 6:00 pm at the Government Center.

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, December 1, 2022, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on November 29, 2022, 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:

8 H

1. Chad and Kari Rohman are requesting an Interim Use Permit for an accessory structure prior to building a dwelling on 12± acres in the Agricultural (AG) District. The property is generally located ¼ mile south of County Road 10/Stark Road and between Andee Avenue and Stark Road Court in Fish Lake Township, S28, T36, R22 (PID# 03.00441.31).
2. Tim and Kate Albrecht are requesting an Interim Use Permit to operate a residential kennel for the keeping of up to ten dogs on 10± acres in the Agricultural (AG) District. The property is at 43750 Jess Avenue in Sunrise Township, S26, T36, R21 (PID# 09.00615.10).
3. Robert Briscoe & Mary Everett, property owners, and Matthew Krousey, applicant, are requesting a Conditional Use Permit for Rural Retail Tourism in order to operate a pottery showroom and host related events on 26± acres in the Agricultural (AG) District. The property is located at 2785 Stark Road in Fish Lake Township, S26, T36, R22 (PID# 03.00379.10).
4. Stig A. Larson Family Limited Partnership, property owner, and Jeanne Larson, representative/applicant, are requesting a Conditional Use Permit for Rural Retail Tourism in order to operate a gathering venue in the Agricultural (AG) District / Shoreland Management District. The gathering venue is proposed to be located within an existing barn on the 131± acre property. The property is located at 15326 318th Street in Chisago Lake Township, S25, T34, R20 (PID# 02.00725.00).

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru November 4th is 113% of the projected annual budget at $943,579. Construction permit activity for October YTD is summarized on the attached table.

Construction permitting plan review timelines have improved significantly from peak season extended review times and are now current up to the current week. Permit review and issue expectations are expected to now remain within the customary 7 to 10 working day window. Field inspection demand remain very high as issued permit volumes are high and seasonal/winter work constraints are fast approaching.

The .50 FTE position vacancy within the LID has been filled. Competitive review and interview process has resulted in the offer and acceptance of the position by current HHW employee & elected LID Board member Monica Kinny. In accepting the new role Ms. Kinny has resigned from her elected LID Board position and the LID Board will soon be taking steps to appoint a new representative form their Area 5 District (Green Lake area). The Department is now seeking candidates to fill the resulting .50 FTE HHW warehouse environmental technician vacancy.

A tremendous thank you is due to all that participated in the 2022 Children's Water Festival! Chisago Lakes Public TV has prepared and will soon be posting a wonderful summary, thank you, and promotion video of the event to the **Chisago Lakes TV YouTube channel**. Please take the time to view and share the news of this 7-minute video when it gets posted.

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

LOCATION	1. New Houses		2. Additions / Alterations Roofs/Decks /Wind. Foundations		3. Mechanical (gas conv. MH setup, mech/plumbing, woodstove, fireplace)		4. Accessory / pole bldg., garage, shed, pool, fence, sign		5.6 Commercial New and Additions / alteration / mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD
Amador	0	7	4	37	0	4	0	6	1	4	0	0	1	6	1	10
Center City	0	3	5	42	1	9	0	0	0	2	0	0	0	0	0	0
Chisago City	0	19	8	101	4	49	4	10	0	2	0	0	1	7	1	21
Chisago Lake	2	21	19	132	2	47	5	27	1	1	0	0	1	13	2	43
City Shafer*	0	0	2	27	1	9	0	2	0	1	0	0	0	0	0	0
Fish Lake	1	8	32	161	1	21	2	15	0	1	0	0	1	8	3	20
Franconia	0	6	5	35	0	9	0	5	0	0	0	0	0	2	1	10
Harris	0	1	2	19	0	4	0	2	0	2	0	0	0	1	0	5
Lent*	0	1	8	43	6	19	0	3	0	0	0	0	0	4	0	7
Lindstrom	0	16	8	120	5	50	0	7	2	4	0	0	0	0	0	1
Nessel	0	6	21	143	1	13	0	11	0	1	0	0	0	8	2	31
Rush City	0	12	5	41	5	15	0	5	1	4	0	0	0	1	0	0
Rushseba	0	3	1	12	0	3	1	8	0	1	0	0	0	2	0	5
Shafer	1	9	2	28	0	7	0	5	0	0	0	0	0	2	1	11
Sunrise	1	10	5	58	4	14	1	7	0	1	0	0	0	3	0	14
Taylors Falls*	0	1	2	33	1	6	0	1	0	0	0	0	0	1	0	1
TOTAL:	5	123	129	1032	31	279	13	114	5	24	0	0	4	58	11	181

Year to Year Comparison	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD	Oct	YTD
2021	24	126	58	503	13	178	19	107	4	45	0	1	9	69	21	238
2020	9	104	71	605	19	183	10	111	3	25	0	0	19	78	49	324
2019	13	122	117	689	34	181	12	107	7	40	0	0	12	69	19	209
2018	17	131	144	576	18	133	10	95	9	37	0	3	8	88	16	209
2017	18	134	66	513	19	161	8	99	1	27	0	3	12	62	15	208

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

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 9
Title of Item for Consideration: City of Stacy Building & Septic Inspection Services Contract	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services & Zoning
Previous Action on this Matter: None.	

Background: The City of Stacy recently contacted the Environmental Services Department requesting the County initiate State Building Code and SSTS inspection services within their jurisdiction. Consistent with other jurisdictions in which we provide contract inspection services (Center City, Lindstrom, Chisago City, Harris, Rush City, Taylors Falls, Shafer, and Lent Twp.) attached is an updated general service contract proposed to authorize inspection services for the City of Stacy.

Staff recommends proceeding with adoption of the attached contract concurrent with the recently approved addition of a 2nd fulltime Building Inspector in the 1st quarter of 2023. Current department inspection staffing levels include a County Building Official; Building Inspector; and Sanitarian/SSTS Inspector along with office support. Within the last year several small cities including Taylors Falls, Shafer, and Lent Twp. have opted out of their private contract inspection service provider arrangements in favor of County Inspection Contracts. The addition of a Building Inspector with associated budget impacts were discussed and endorsed at the October 12, 2022, Budget and Finance Committee and approved by the Board on October 19, 2022.

Attachment(s):

- Stacy Inspection Services Agreement

Action Requested/Recommended: The County Board is respectfully requested to approve the City of Stacy Agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services. The suggested motion is as follows:

"Move to approve the Agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services by and between Chisago County and the City of Stacy as presented."

Implications of Action: Board approval at tonight's meeting will authorize the execution of the Inspection Agreement and allow County inspection services to commence in the City of Stacy as of January 1, 2023. The County Building Official will be identified with the State of MN as the designated Building Official for Lent Township.

Budget/Financial Implications: The majority of permit and plan review revenues generated with the increased City of Stacy permit work will be retained by the County.

Legal/Policy Implications: The proposed Inspection Agreement is in compliance with all applicable state and federal regulations and local County policies and procedures. The County Attorney has approved the contract document as to form.

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

AGREEMENT FOR
BUILDING PLAN REVIEW, BUILDING CODE INSPECTION, SEPTIC PLAN REVIEW & SEPTIC INSPECTION SERVICES

This Agreement is made and entered into, by and between COUNTY OF CHISAGO, 313 N. Main Street, Center City, MN 55012 (hereinafter referred to as the "County") and the CITY OF STACY, 30955 Forest Blvd., Stacy, MN 55079 (hereinafter referred to as the "City") pursuant to Minnesota Statutes Section 471.59

RECITALS

1. The City is seeking and the County wishes to provide building plan review, building code inspections, septic plan review and septic inspection services, as are necessary under the City municipal ordinances and other applicable state and federal regulations.

2. The provisions of building plan review, building code inspections, septic plan review and septic inspection services by County to City are authorized by Minnesota Statute §326B121, §394.32 and §462.353.

3. The City and the County, as local governments, are authorized to enter into such an agreement pursuant to Minnesota Statutes Section 471.

TERMS AND CONDITIONS

NOW, THEREFORE BE IT RESOLVED, pursuant to applicable ordinances and laws, and in consideration of the premises contained herein, it is mutually agreed between the County and the City as follows:

1. Purpose:

The purpose of this Agreement is to provide for the coordination of services to administer building plan reviews, septic plan reviews, building inspection and septic inspections required of the City by state law within the corporate limits of the City of Stacy. Nothing in this agreement shall commit either party to provide any service or to perform any action not specified herein, or to provide any action following the expiration of this agreement, nor shall it constitute an abrogation of any authority granted to either party under law.

2. Jurisdiction:

This Agreement applies to all land area within the City.

3. Term and Effective Date:

This Agreement shall be effective and commence on the 1st day of January 2023, irrespective of

the dates of signature. This agreement shall remain in effect unless and until terminated. Either party may terminate this Agreement at any time without cause upon forty-five (45) days written notice to the other party.

4. Notices:

Notices pursuant to this contract shall be given by deposit in the United States Mail, postage prepaid, addressed as follows:

To County:	Chisago County Kurt Schneider, Director Environmental Services Department 313 North Main Street Center City, MN 55012
To City:	City of Stacy Sharon MT Payne, City Clerk 30955 Forest Blvd. Stacy, MN 55079

Notice shall be deemed given as of the date of personal service or as of the date of deposit of the notice in the United States Mail.

5. Scope of Services:

a. The County and the City will jointly administer the building code regulations and subsurface sewage treatment system regulations within the land area of the City consistent with the terms of this Agreement. The City shall remain solely responsible for the administration and enforcement of the City's land use and zoning ordinances.

b. The City shall appoint and designate the Chisago County Building Official as the Building Official for the City. The County will provide the City with the name of the County employee who will be so appointed by the City. The City will properly notify the Minnesota Department of Labor and Industry and continue to comply with any reporting and fee requirements of the Department of Labor and Industry. The Building Official and County Environmental Services Department shall assist the City in the preparation and submittal of any required reports or submittals to the State of Minnesota, including through the collection and assembling of data necessary to submit such reports or submittals.

c. All applications for building permits shall be reviewed for zoning and land use compliance by the City in accord with procedures established and carried out by the City. Upon completion of zoning and land use review, the City shall be responsible to communicate and provide said approval to the Chisago County Building Official and

Environmental Services Department for building permit plans review and permit issuance. The City shall provide planning & zoning compliance approval for all permit applications and shall furnish all maps, forms, applications, necessary documents, and local ordinances necessary for the Chisago County Building Official to carry out the services required of the County by this Agreement.

d. The County agrees to provide building and septic plan review and inspection services to the City pursuant to the terms of this Agreement as requested by City. The Chisago County Building Official, together with other staff of the Chisago County Environmental Services Department will deliver on behalf of the County all services that this Agreement requires of the County. Under this Agreement, the County will:

i. enforce all provisions of the Minnesota Building Code; enforce applicable provisions of Minnesota Rule Chapter 7080;
ii. provide required plan reviews and inspections for building and septic permits including the on-site verification of approved site plan applicable to the project location and City's authorized site plan concerning said permits;
iii. furnish evidence necessary in any prosecution of the violation of applicable ordinances, rules or regulations; and
iv. remit to the State of Minnesota, Department of Labor and Industry, the required surcharge fees.

e. The County will complete all Building and Septic Administration and enforcement services required by this agreement in a timely manner and as reasonably required to meet the needs of the City.

f. The Chisago County Building Official and other County staff will not provide services on behalf of the City to administer or enforce the City's land use / zoning ordinances. The County will not provide services to the City other than those identified above.

g. The Chisago County Building Official shall have jurisdiction and shall have such powers and duties necessary to perform the services identified in this Agreement as the appointed Building Official of the City.

6. **Fees and Charges:**

a. The County shall collect the building permit fees pursuant to the attached **Schedule A**. Seventy-five percent (75%) of the building permit fees shall be retained by the County and twenty-five percent (25%) of the building permit fees shall be paid to the City. Building permit fees shall be paid by the County to the City on an annual basis.

b. The City shall pay the County an hourly rate of $47.00 per hour (minimum 1 hour) and $.056 per mile, per County fee schedule as may be amended from time to time for

Chisago County Environmental Services Department inspections performed on permits which were issued by the City prior to the date of this Agreement.

c. The City shall pay the County an hourly rate of $47.00 per hour (minimum 1 hour) and $.056 per mile, per County fee schedule as may be amended from time to time for all general Chisago County Environmental Services Department Staff building code investigations, travel time, inspections, prosecution, or other such building code enforcement or response requests of the City that are not directly affiliated with an issued building permit. The City Clerk or other specified City employee shall be designated by the City as the sole party with authority to contact the Environmental Services Department and request/authorize such building code investigations and inspections services work;

d. The County shall provide the City with a quarterly written and itemized billing statement for hourly fees under this Agreement. City shall submit payment to the County within 30 days of receipt of such written and itemized billing statement.

7. **General Terms and Conditions:**

a. The City, its officers, agents and employees will cooperate with and assist the County in the orderly performance of services provided herein.

b. The manner and standards of performance and the control of personnel so employed shall be subject solely to the control of the County.

c. In performing this Agreement, the County is an independent contractor and not an employee of the City. The Chisago County Building Official and other County staff assigned to carry out the services on behalf of the City as required of the County under this Agreement shall remain at all times the employees of the County. The County shall determine the method of providing services and other matters incidental to the performance of services under this Agreement. The City shall be notified in advance of any proposed changes in methods of providing services.

d. Each party shall be solely responsible to obtain insurance coverage for activities required of each respective party under this Agreement.

e. The City, its officers, agents and employees shall not be liable for any intentional or negligent acts of the County, the Chisago County Building Official and County employees and the County agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers from any intentional or negligent act of the County and from any claim for damages, demands, causes of action, of whatever nature, whether known or unknown, liquidated or not liquidated, whether past, present or future, arising out of the County's delivery of services called for by this

Agreement. In the event total liability for a claim is in excess of the County's coverage limits, the coverage limit shall apply first to meet the County's liability

e. The County, its officers, agents and employees shall not be liable for any intentional or negligent acts of the City and the City agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and insurers from any intentional or negligent act of the City, and from any claim for damages, demands, causes of action, of whatever nature, whether known or unknown, liquidated or not liquidated, whether past, present or future, arising out of the relationship of the County to the City under the terms of this Agreement. In the event total liability for a claim is in excess of the City's coverage limits, the coverage limit shall apply first to meet the City's liability.

f. The City agrees that it will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data which are related to services provided by or through the County pursuant to this Agreement. The County will assist the City to the extent necessary for the City to complete and respond to requests for data and records related to this Agreement. Notwithstanding the above, the County and the City will retain and afford the State Auditor access to records concerning the delivery of services under this Agreement for six (6) years after the termination of this Agreement.

g. In performance of the services identified herein, the parties agree to abide by the requirements and regulations of the Americans with Disabilities Act 1990 (ADA) and the Human Rights Act (Minnesota Chapters 363 and Title VII of the Civil Rights Act of 1964). These laws deal with discrimination based on sex, race, gender, disability, religion, sexual orientation, and sexual harassment. Violation of any of the above laws can lead to termination of this agreement. This paragraph does not impose upon the County the duty to enforce the requirements under the ADA, the state Human Rights Act or Title VII of the Civil Rights Act.

h. It is understood that this Agreement contains the entire Agreement between the City and the County that no statement, promise, or inducement made by any party hereto, or officer, agent or employee of either party hereto which is not contained in this written Agreement shall be valid or binding; this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

i. The parties specifically acknowledge that the Chisago County Attorney is not a party to this Agreement. The City acknowledges (1) that any criminal prosecution by the Chisago County Attorney is strictly and solely at the discretion of the Chisago County Attorney; (2) any other legal action undertaken on behalf of City for the enforcement of any ordinance adopted by City is beyond the scope of this

Agreement. It is the sole responsibility of the City and its own City Attorney to represent the City except to the extent as provided.

j. It is expressly understood between the parties hereto, and this understanding shall be considered when interpreting the provisions of this Agreement, that upon notice given by any party hereto, good faith negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear to be unworkable or insufficient to perfect, maintain, and ensure attainment of the City's goals in the Building Plan Review, Building Code Inspection, Septic Plan Review and Septic Inspection Services.

k. Any mutually acceptable change to the original provisions of this Agreement shall be written and attached to the Agreement as provided above and any such revision, addition, or deletion shall only apply to the provision revised, added or deleted, and the remainder of this Agreement shall remain in full force and effect.

(Signatures Found on the Page 7)

IN WITNESS WHEREOF, the City of Stacy has caused this Agreement to be signed by its Mayor and attest to by its Clerk, and Chisago County has caused this Agreement to be signed.

CITY OF _____

By_____

Mayor

Date:_____

Attest:

_____

City Clerk

Reviewed and Approved as to Form:

By:_____
Name:
Attorney for City of Stacy
Date:

CHISAGO COUNTY

By_____

Chair, Board of Commissioners

Date:_____

Attest:

_____
Christina Vollrath
Clerk to the Board

Reviewed and Approved as to Form:
JANET REITER
CHISAGO COUNTY ATTORNEY

By:_____
Jeffrey B. Fuge, Assistant County Attorney

Date: October 28, 2022

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 10
Title of Item for Consideration: A2A Investments LLC "Ryan Farms Plat 1" 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: A2A Investments LLC, represented by Jack Kopp is requesting Preliminary Plat approval of Ryan Farms Plat 1. The subject 87.8-acre property is proposed to be divided into three 5-acre subdivided lots with the reserve of a 67.7-acre Outlot A accessible via a 66 ft. future roadway land dedication connection to County Rd. 67. The property is located at 41847 Keystone Avenue / CR 67 in Sunrise Township, (PID #09.00060.00).

At their meeting of November 3, 2022, the Planning Commission conducted the requisite public hearing and recommended unanimous (5-0) approval of the Preliminary Plat of Ryan Farms Plat 1 with conditions, per Resolution No. PC2022-1102. 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, February 2, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff;
- Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval);
- The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-day period.

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

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Ryan Farms Plat 1 Preliminary Plat:

"Move to Approve Resolution No. 22/1116-____, a Resolution of the County Board of Commissioners

of Chisago County, Minnesota, approving the Preliminary Plat of Ryan Farms Plat 1 located at 41847 Keystone Avenue / CR 67 in Sunrise Township, (PID #09.00060.00)"
Implications of Action – Recommended Board action grants approval of the Ryan Farms Plat 1 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 general conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation		
Approve CDS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1116-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF RYAN FARMS PLAT 1

WHEREAS, A2A Investments LLC, property owner, and John (Jack) Kopp, applicant, submitted an application dated received September 29, 2022 and considered complete on October 5, 2022 for the Preliminary Plat of Ryan Farms Plat 1; and

WHEREAS, the applicant desires to create three parcels from the 87.8-acre subject site; and

WHEREAS, the subject site is located at 41847 Keystone Avenue / CR 67 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00060.00
The North One-half of the Northwest Quarter (N ½ of NW ¼) of Section Six (6), Township Thirty-five (35), Range Twenty (20), Chisago County, Minnesota.

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

WHEREAS, notice was provided and on November 3, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Ryan Farms Plat 1 with conditions per Resolution No. PC2022-1102; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 16, 2022 meeting and determined the Preliminary Plat of Ryan Farms Plat 1 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 Ryan Farms Plat 1, subject to the following conditions:

1. The Preliminary Plat of Ryan Farms Plat 1 is approved per plat drawing dated signed September 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is 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: November 16, 2022

_____ ATTEST: _____

Richard Greene
Chair, Board of Commissioners

Chase Burnham
County Administrator

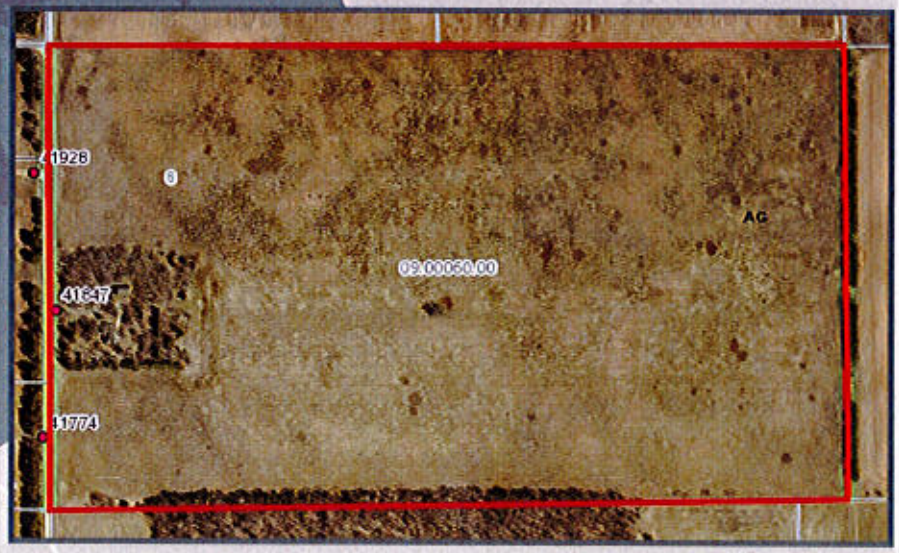
Preliminary Plat of Ryan Farms Plat 1

A2A Investments LLC
41847 Keystone Avenue / CR 67
Sunrise Township
PID 09.00060.00

1

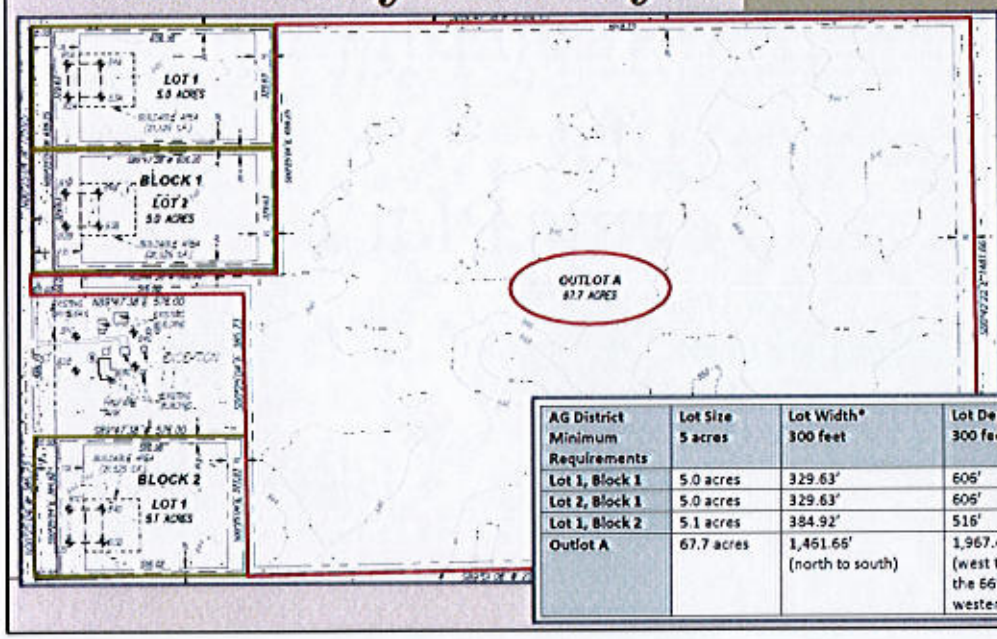
Site Analysis

- Zoning – Agricultural (AG) District
- Parcel Size – 87.8 Acres Prior to Minor Subdivision; 82.7 Acres After Minor Subdivision
- Location – 41847 Keystone Avenue / CR 67



2

Preliminary Plat Layout



AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	5.0 acres	329.63'	606'	21,525 sf
Lot 2, Block 1	5.0 acres	329.63'	606'	21,525 sf
Lot 1, Block 2	5.1 acres	384.92'	516'	21,525 sf
Outlot A	67.7 acres	1,461.66' (north to south)	1,967.45' (west to east minus the 66' wide westerly extension)	NA

3

Review Process

Technical Review Committee
- October 12, 2022
- No concerns identified

Sunrise Town Board
- October 20, 2022
- Recommendation of approval with no condition

120-Day Review Period
- Expires on February 2, 2023

4

Staff Recommendation

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, staff recommends approval of the Preliminary Plat of Ryan Farms Plat 1 with conditions.

Recommended Condition(s):

1. The Preliminary Plat of Ryan Farms Plat 1 is approved per plat drawing dated signed September 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

5

Options & Action Requested

OPTIONS

1. Recommend that the County Board approve the Preliminary Plat of Ryan Farms Plat 1 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 Ryan Farms Plat 1 based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. Table the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on February 2, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1102, a resolution recommending approval of the Preliminary Plat of Ryan Farms Plat 1, with conditions as presented or amended.

6

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Ryan Farms Plat 1
41847 Keystone Avenue / CR 67, Sunrise Township
DATE: November 3, 2022

ACTION TO CONSIDER

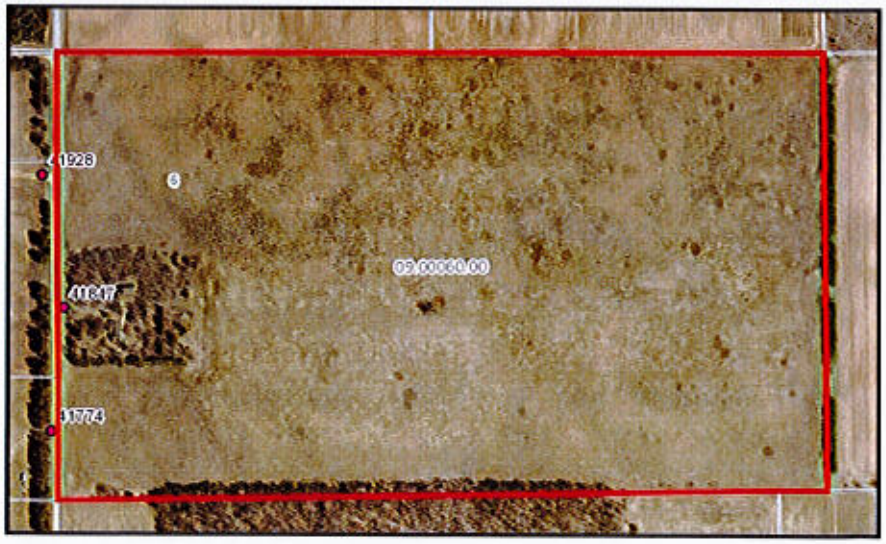
The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Ryan Farms Plat 1.

SITE & APPLICATION INFORMATION

Property Owner(s):	A2A Investments LLC
Applicant(s):	John (Jack) Kopp
General Location:	41847 Keystone Avenue / CR 67 Sunrise Township Section 6, Township 35, Range 20
PID:	09.00060.00
Property Area:	87.8 Acres Prior to Minor Subdivision / 82.7 After Minor Subdivision
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Received:	September 29, 2022
Date Application Complete:	October 5, 2022
120-Day Review Period:	February 2, 2023

BACKGROUND

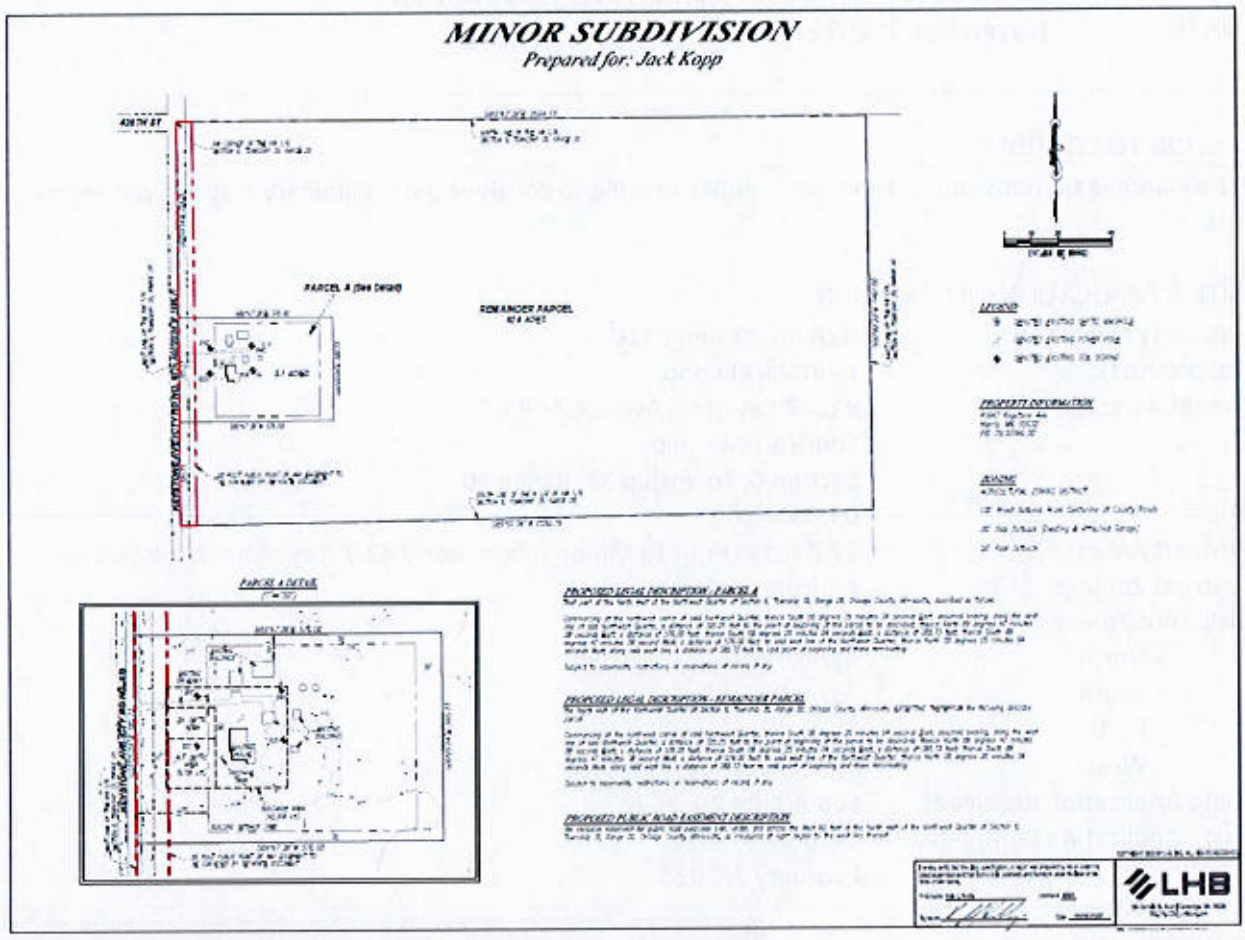
The property owner's representative, Jack Kopp, is seeking approval of the Preliminary Plat of Ryan Farms Plat 1. The property owner wishes to create three 5-acres parcels and one 67.7-acre outlot from the 87.8-acre tract of land. All three proposed parcels will have frontage on Keystone Avenue / CR 67.



PROPOSAL & SITE ANALYSIS

The 87.8-acre tract of land is located at 41847 Keystone Avenue / CR 67 in

Sunrise Township. The site is currently developed with a dwelling and accessory structures, and the balance of the property is utilized for agricultural purposes. In conjunction with the request for Preliminary Plat, the applicant requested a Minor Subdivision in order to split the existing dwelling and all accessory structures along with 5.1 acres of land from the subject site, leaving the subject site with approximately 82.7 acres (see image below). This 5.1-acre area is shown as an exception on the Preliminary Plat drawing. The Minor Subdivision was administratively approved on October 19, 2022 but had not yet been recorded as of the date that this report was prepared.



In addition to the creation of three parcels, the Preliminary Plat drawing shows a 66' strip of land between the existing dwelling and proposed Lot 2, Block 1 and Outlot A. The 66' strip of land is intended to be developed for roadway purposes and Outlot A, being 67.7 acres in size, is intended to be subdivided into 12 additional parcels at some point in the future. The applicant has provided the County with a concept plan to illustrate potential subdivision of the entire subject site (see attached). Staff encouraged the applicant to consider including the entire site in the current Preliminary Plat request but he has chosen to subdivide in two separate platting processes.

In reviewing the concept plan, staff notes that the proposed roadway will be designed as an approximate 2,590' long cul-de-sac. The Subdivision Ordinance requires that "permanently designed cul-de-sac streets shall not exceed 1,320' in length"; however, the applicant has stated that the proposed cul-de-sac is not intended to be a permanent cul-de-sac and he anticipates that the roadway will one day extend easterly toward Lowden Avenue and/or Olson Road as neighboring properties are

subdivided / developed. The Subdivision Ordinance further states in Section 4.05 Street Plan, J. that "Where adjoining areas are not subdivided but are suitable for future subdivision, the arrangements of streets shall make provision for the proper projection of streets into adjoining areas by carrying the new streets to the boundaries of the new subdivision at appropriate locations". The applicant has presented the concept plan to the Sunrise Town Board and the Town Board has reportedly offered preliminary support.

Despite what the concept plan shows, the current Preliminary Plat request does not include roadway improvements and the Planning Commission is not being asked to consider the future roadway or the length of said roadway. What may be of more timely significance is that the Preliminary Plat, if approved, will create a "flag lot" (66' strip of land together with Outlot A) and flag lots are generally discouraged. Further, there's no guarantee that the property owner will pursue subdivision of Outlot A and the outlot could theoretically be developed as a single lot. The Planning Commission may wish to consider if the creation of a flag lot – which may or may not be further subdivided at some point in the future – poses any concern.

The subject site and all surrounding properties are zoned AG District. The subject site, less the developed portion which is being split off through the Minor Subdivision process, is level farmland. Surrounding properties range in size from 5 acres to 80 acres and appear to be used for residential and agricultural purposes.

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed parcels. As proposed, all new parcels comply with the County's dimensional requirements.

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	5.0 acres	329.63'	606'	21,525 sf
Lot 2, Block 1	5.0 acres	329.63'	606'	21,525 sf
Lot 1, Block 2	5.1 acres	384.92'	516'	21,525 sf
Outlot A	67.7 acres	1,461.66' (north to south)	1,967.45' (west to east minus the 66' wide westerly extension)	NA

** 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."*

TECHNICAL REVIEW COMMITTEE & STAFF COMMENTS

The Technical Review Committee considered the proposed plat on October 12th. The committee and applicant discussed future development of Outlot A and related roadway improvements (concept plan). The committee did not identify any immediate concerns.

The wetland delineation and soils report / soil borings have been reviewed and verified by County staff.

Preliminary Plats, per Minnesota Statute, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on February 2, 2023.

TOWNSHIP RECOMMENDATION

The Sunrise Town Board reviewed the proposed Preliminary Plat at its October 20th meeting and recommended approval with no comments or conditions.

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, staff recommends approval of the Preliminary Plat of Ryan Farms Plat 1 with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Ryan Farms Plat 1 is approved per plat drawing dated signed September 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Ryan Farms Plat 1 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 Ryan Farms Plat 1 based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on February 2, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1102, a resolution recommending approval of the Preliminary Plat of Ryan Farms Plat 1, with conditions as presented or amended.

ATTACHMENTS

1. Application Materials
    a. Application
    b. Preliminary Plat drawing
    c. Concept plan
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2022-1102

CC: Jack Kopp, applicant on behalf of A2A Investments LLC
County file

Permit # 22-2064

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 46.00
Base Fee 500.00
Wetland or Septic Fees
Plat Compliance Fee 150.00
TOTAL FEE $696

Street Location 41847 Keystone Ave Harris MN 55032 Tax Parcel # 09.000600

Legal Description See Attached Plat Drawing E-Mail Address: [redacted]

Owner: Paul & Cheryl Palmer, John & Barbara Kopp AZA INV. Day Phone [redacted]

Address PO Box 454 "Ryan Farms Plat 1" S6, T35, R20

Applicant (if other than owner) John Kopp Day Phone [redacted]

Address P.O. Box 454, North Branch, MN. 55056

Type of Request:

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

Applicable section of ordinance:

Description of request: Pre Plat, creating 3 parcels

If Variance Application, Brief Description of Practical Difficulty

John Kopp 9-29-22
Signature of Applicant Date of Application

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

9-29-22
Date Received

10-5-22
Date Complete

2-2-23
60 / (120) Day Review Period

Date of Public Hearing: NOV 3, 2022

Questions? Contact Beth Gervais, Land Services Coordinator at 651-213-8379 or beth.gervais@chisagocountymn.gov

TOWNSHIP PRESENTATION FORM

Street Location 41847 Keystone Ave. Harris MN 55032

Legal Description See Attached Plat Drawing

Owner Name KZA LLC. Paul & Cheryl Palmer John and Barbara Kopp **Day Phone:** [redacted]

Address: Box 454 North Branch, MN 55056

Applicant: John Kopp **Day Phone:** [redacted]
(if other than owner)

Address: PO Box 454 North Branch, MN 55056

Type of Request:

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

Description of Request: Pre Plat, creating 3 parcels

Date of County Public Hearing: Nov 3, 2022
PC Tues Oct 11, 2022

Date of Township Presentation: Thurs Board Oct 20, 2022
Sunrise

TOWNSHIP ACTION TAKEN

Approved ☒ **Denied** ☐

Reasons and Conditions: Sunrise Town Board Approved Plat as Presented.

Signature of Township Officers:

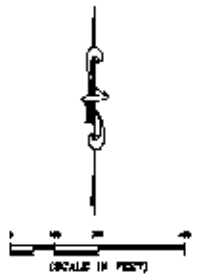
Mark Olson
Dan Nutt
Eric Lemieux
Dale Kauser

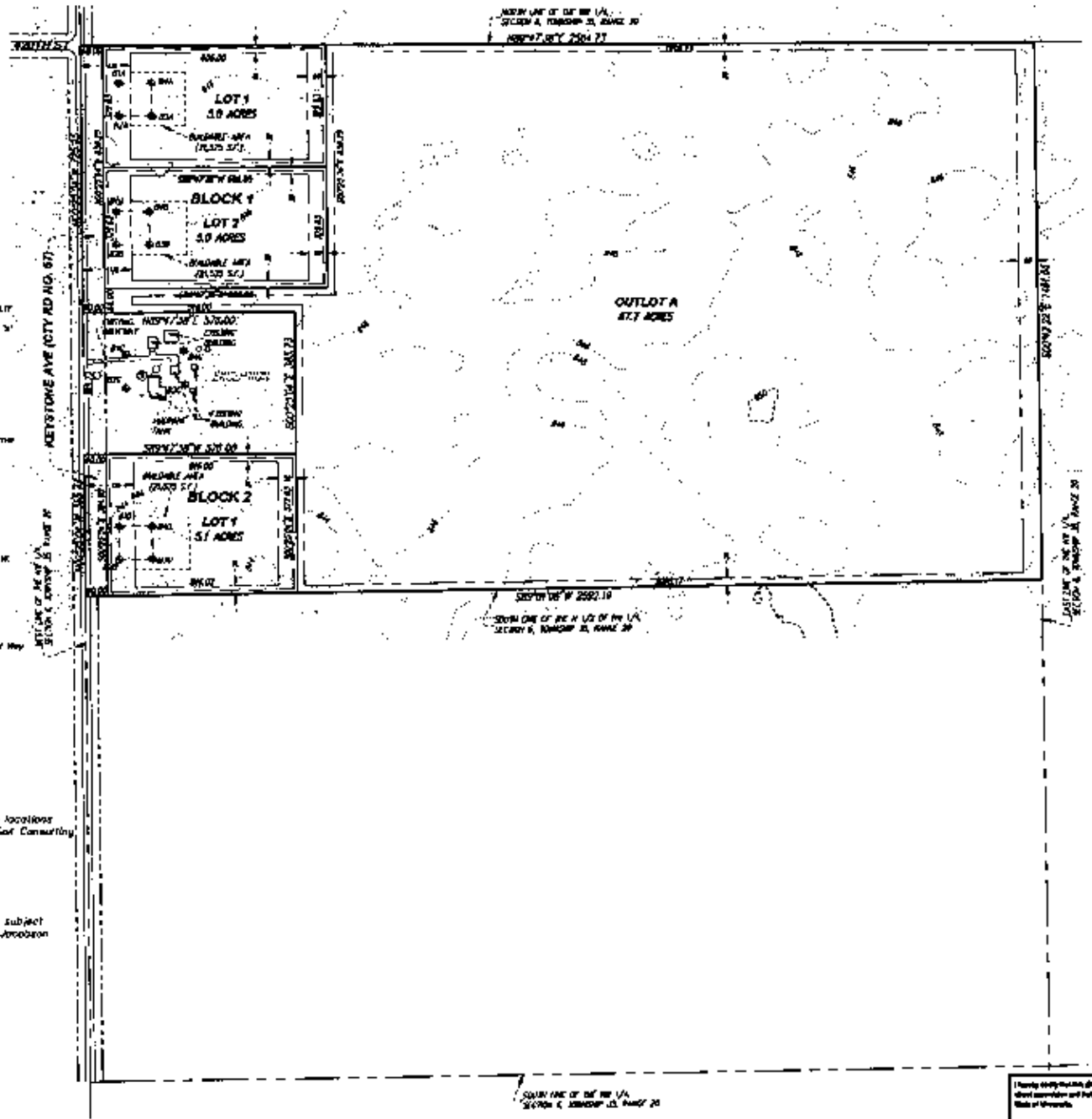
John Kopp
Signature of Applicant

9-28-22
Date

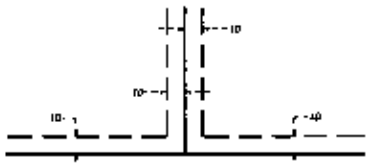
Preliminary Plat of
RYAN FARMS PLAT 1

COUNTY OF CHISAGO
SUNRISE TOWNSHIP
SEC. 6, T. 35, R. 20





DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, AND ADJOINING ALL LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

FLOOD ZONE

THIS SITE IS LOCATED ON FLOOD INSURANCE RATE MAP—COMMUNITY PANEL NUMBER 27025C0120D. THE SUBJECT PROPERTY IS WITHIN ZONE "X"

DEVELOPER

ASA Investments LLC, John J. Kapp
Barbara L. Kapp, Paul C. Palmer, Cheryl K. Palmer
(Care of: John Kapp)
P.O. Box 454
North Branch, MN 55056

LOT AREAS

Block 1
Lot 1 5.0 Acres Including Adjacent R.O.W.
Lot 2 5.0 Acres Including Adjacent R.O.W.
Block 2
Lot 1 5.1 Acres Including Adjacent R.O.W.
Outlot A 67.7 Acres Including Adjacent R.O.W.

ZONING

AGRICULTURAL (RURAL) DISTRICT

40' Front Setback From Township Road Right of Way

20' Side Setback (Dwelling & Attached Garage)

50' Rear Setback

130' from Centerline of County Roads

PROPERTY DESCRIPTION

The North Half of the Northwest Quarter of Section 6, Township 35, Range 20, Chisago County, Minnesota, EXCEPTING THEREFROM the following described parcel:

Commencing at the northwest corner of said Northwest Quarter; thence South 00 degrees 25 minutes 04 seconds East, assumed bearing, along the west line of said Northwest Quarter, a distance of 826.25 feet to the point of beginning of the parcel to be described; thence North 89 degrees 47 minutes 38 seconds East, a distance of 576.00 feet; thence South 00 degrees 25 minutes 04 seconds East, a distance of 385.73 feet; thence South 89 degrees 47 minutes 38 second West, a distance of 576.00 feet, to said west line of the Northwest Quarter, thence North 00 degrees 25 minutes 04 seconds West, along said west line, a distance of 385.73 feet to said point of beginning and there terminating.

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

NOTES

1. Soil Borings shown are approximate locations based on map furnished by Ramberg Soil Consulting

NOTE REGARDING WETLANDS

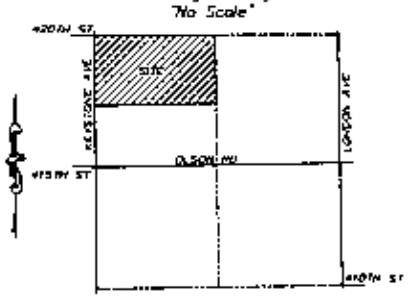
There are no wetlands present on the subject property per report completed Wayne Jacobson with Jacobson Environmental.

LEGEND

⊕ DENOTES EXISTING SOIL BORING

VICINITY MAP

Section 6, T.35, R.20
Chisago County
"No Scale"



(C)Copyright 2018 or year first... ALL RIGHTS RESERVED

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

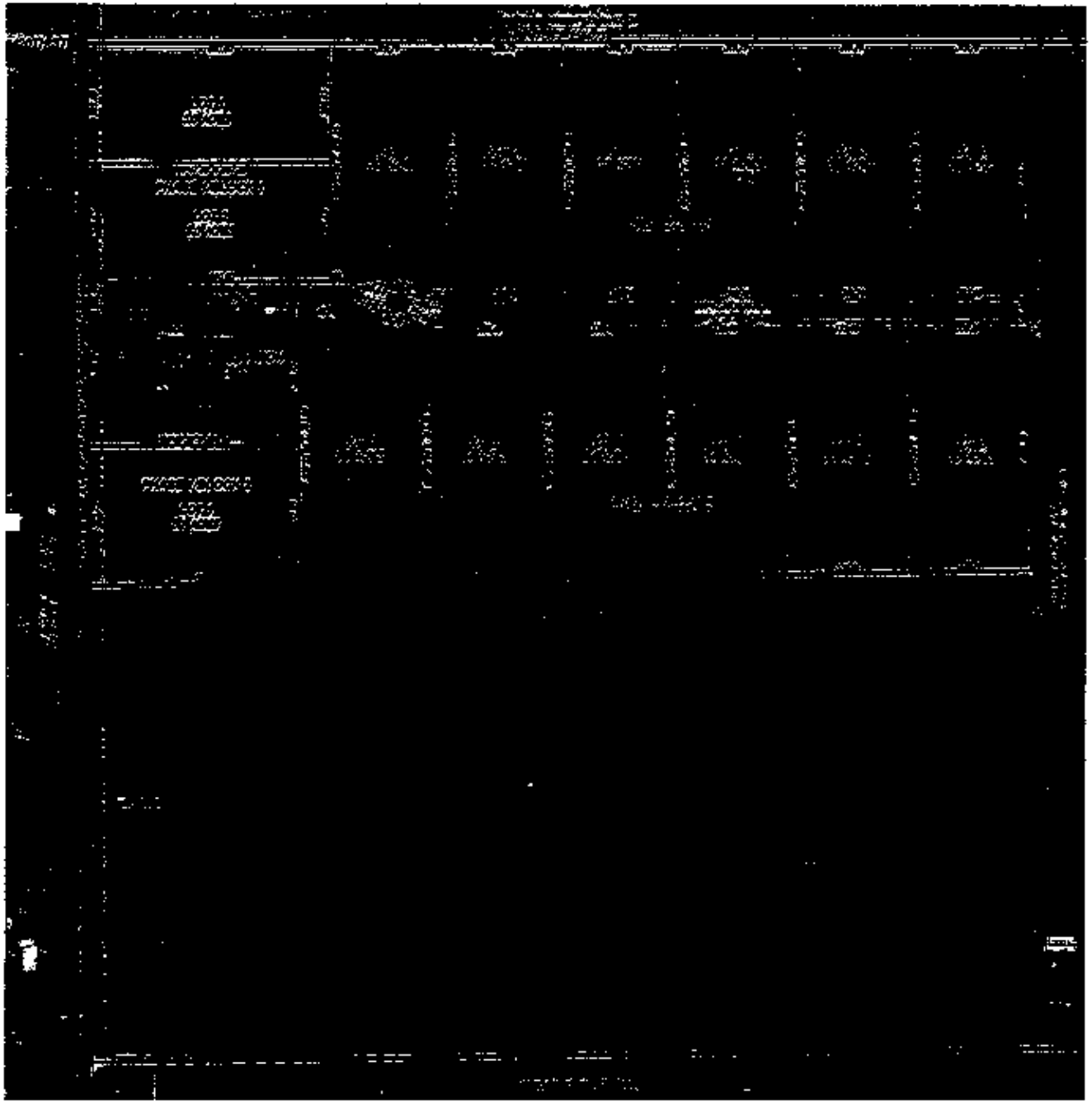
Print Name: Nate A. Postle License # 49827

Signature: [signature] Date: 09/28/2022

LHB

Concept Plan

Prepared for: Jack Kopp





PROPERTY DESCRIPTION *(Per Otsego County GIS)*

The North Half of the Northwest Quarter of Section 6, Township 33, Range 20, Otsego County, Minnesota.

COPYRIGHT 2022 LHB INC. ALL RIGHTS RESERVED

LHB

A2A Investments LLC - Aerial Photo

A2A Investments LLC – A2A Investments LLC, property owner, represented by John Kopp, is requesting approval of the Preliminary Plat of Ryan Farms Plat One, involving the creation of three lots from an 87.8-acre tract. The property is zoned Agricultural (AG) District and generally located east of Keystone Ave / CSAH 67 and west of Lowden Avenue, Sunrise Township, S6, T35, R20 (PID# 09.00060.00).

A2A Investments LLC Property -

Sunrise Township
S6, T35, R20
PID # 09.00060.00



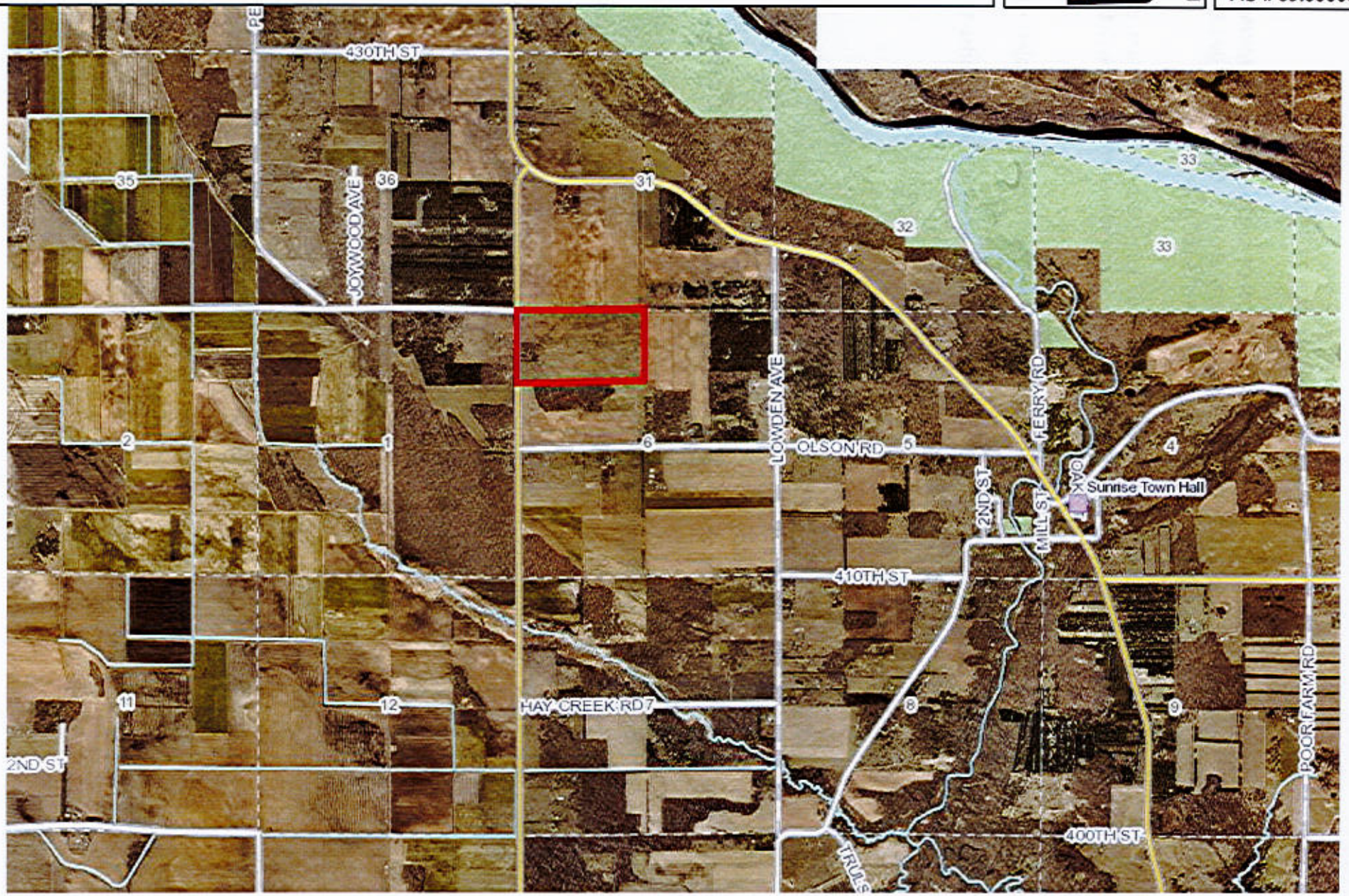
A2A Investments LLC - Aerial Photo

A2A Investments LLC – A2A Investments LLC, property owner, represented by John Kopp, is requesting approval of the Preliminary Plat of Ryan Farms Plat One, involving the creation of three lots from an 87.8-acre tract. The property is zoned Agricultural (AG) District and generally located east of Keystone Ave / CSAH 67 and west of Lowden Avenue, Sunrise Township, S6, T35, R20 (PID# 09.00060.00).

A2A Investments LLC Property -

Chisago County

Sunrise Township
S6, T35, R20
PID # 09.00060.00



RESOLUTION NO. PC2022-1102

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF RYAN FARMS PLAT 1 AS REQUESTED BY A2A INVESTMENTS LLC AND JOHN KOPP

WHEREAS, A2A Investments LLC, property owner, and John (Jack) Kopp, applicant, submitted an application dated received September 29, 2022 and considered complete on October 5, 2022 for the Preliminary Plat of Ryan Farms Plat 1; and

WHEREAS, the applicant desires to create three parcels from the 87.8-acre subject site; and

WHEREAS, the subject site is located at 41847 Keystone Avenue / CR 67 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00060.00

The North One-half of the Northwest Quarter (N ½ of NW ¼) of Section Six (6), Township Thirty-five (35), Range Twenty (20), Chisago County, Minnesota.

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

WHEREAS, notice was provided and on November 3, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Ryan Farms Plat 1 is consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Ryan Farms Plat 1 is approved per plat drawing dated signed September 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 3rd day of November, 2022.

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

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
November 3, 2022 - DRAFT

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, November 3, 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, Chair Chip Yeager, James McCarthy, and Dave Whitney. Absent: Jolene Wille (excused). Also present: Ex Officio County Commissioner Chris DuBose. A quorum was established with all members present except for Wille.

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

Approval of Minutes – Chair Yeager indicated that staff noted a clerical error on the October 6, 2022 minutes. ***Motion*** by Chair Yeager for the minor edit ... met in regular session at 7:00 p.m. on Thursday, ~~September 1~~ October 6, 2022 at ... ; second by Dave Whitney. The motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None. Chair Yeager asked for additional corrections and/or approval of the minutes. ***Motion*** by Frank Storm to approve the October 6, 2022 Regular Meeting minutes as amended; second by John Sutcliffe. The motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None.

County Commissioner DuBose asked for a minor edit or clarification on the October 20, 2022 Special Work Session minutes. DuBose suggested that the Commission, when discussing Accessory Dwelling Units (ADUs), had discussed an increase of accessory storage space in the Rural Residential Districts from the current maximum of 2,000 square feet, and he believed that the minutes reflected this conversation inaccurately. Chair Yeager inquired staff to review. ***Motion*** by Frank Storm to table the October 20, 2022 Special Work Session minutes; second by Dave Whitney. The motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None.

Receive all Materials and Submittals into Record - ***Motion*** by Frank Storm to accept all materials and submittals into the record; second by Dave Whitney. The motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. 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
Frank and Debora Dusenka – Coordinator Gervais provided a brief background on the request for Rezoning of four parcels, totaling 45± acres, from Rural Residential II (RRII) District to Agricultural (AG) District. The four parcels are located at 35089 Wild Mountain Road / CSAH 16, Shafer Township, S1, T34, R19 (PID# 08.00004.20, 08.00018.15, 08.0003.00 and 08.00128.00).

Property owners Frank and Debora Dusenka requested their parcels be Rezoned from RRII District to AG District. The owners have a total of nine properties near and adjacent to Wild Mountain Road / CSAH 16. Five parcels

located on the west side of Wild Mountain Road / CSAH 16 are zoned AG District and four parcels located on the east side of Wild Mountain Road / CSAH 16 are zoned RRII District and are within the Upper St. Croix Overlay (UO) District. The Rezoning request would bring all nine parcels into one consistent zoning district. The four parcels located on the east side of the road have been developed with a dwelling and accessory structures. The Dusenkas wish to have additional accessory storage structures / space to support their tree farm. Additional accessory structures / storage space will only be possible if the property is Rezoned to AG District.

The Technical Review Committee met on October 12, 2022 and discussed the potential requirement of a lot combination in order for all four parcels to meet the minimum dimensional requirements of the AG District. If a lot combination is required and processed, the property owners would not be able to add any other dwellings, unless they can subdivide in a way that meets the minimum requirements of the AG District. Gervais added that review of the Trustee's Deed indicates a restrictive covenant that requires "the subject property shall remain as one parcel and shall not be subdivided". The Shafer Town Board reviewed the proposed Rezoning at its October 12, 2022 meeting and recommended approval with no conditions. Applicants F. Dusenka and D. Dusenka were present and available to address questions and concerns. Chair Yeager asked the applicants and Planning Commission members for additional questions and comments. D. Dusenka noted the parcels on the east side of Wild Mountain Road / CSAH 16 are in process of being combined. Chair Yeager inquired if the National Park Service (NPS) / U.S. Department of the Interior (DOI) commented on the Rezoning request. Coordinator Gervais indicated that while NPS / DOI did provide written comments, they did not provide a recommendation or any recommended conditions of approval.

Chair Yeager opened the public hearing and sought comment. With no persons wishing to speak, ***motion*** by Frank Storm to close the public hearing; second by John Sutcliffe. **Motion passed** 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None. Chair Yeager asked Planning Commission members for additional comments. Dave Whitney indicated that the aerial image included in the PowerPoint presentation and staff report did not provide a PID# for each of the four subject parcels. Coordinator Gervais indicated that the aerial image outlined each of the four subject parcels but, due to the scale of the image, did not list the PID#s on the two smallest parcels. Gervais added that the draft resolution included all four subject parcel PID#s. Chair Yeager further solidified that the draft resolution listed all four PID#s.

Motion by Frank Storm; second by John Sutcliffe to adopt Resolution No. PC2022-1101, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Rezoning of PIDs 08.00004.20, 08.00018.15, 08.0003.00 and 08.00128.00 from Rural Residential II (RRII) District to Agricultural (AG) District, with findings of fact as presented and with an added condition:

Condition:

1. In order for all subject parcels to meet the minimum dimensional requirements of the Agricultural (AG) District, the applicants shall combine all four subject parcels into a single parcel. Any parcels that cannot be combined by the Chisago County Auditor-Treasurer's Office shall be "tied together" for zoning and building purposes by the Department of Environmental Services.

Motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None.

A2A Investments LLC – Coordinator Gervais provided a brief background on the request for Preliminary Plat of "Ryan Farms Plat 1" involving the creation of three 5-acre lots from an 87.8-acre tract. The property is zoned Agricultural (AG) District and generally located on the east side of Keystone Avenue / CR 67 between Olson Road and 420th Street, Sunrise Township, S6, T35, R20 (PID# 09.00060.00).

The property owners are seeking approval of the Preliminary Plat to create three 5-acre parcels and one 67.7-acre outlot from the 87.8 acre tract of land. All three proposed parcels will have frontage on Keystone Avenue / CR 67. The site is currently developed with a dwelling and accessory structures, and the remainder of the property is utilized for agricultural purposes. In conjunction with the request for Preliminary Plat, the applicant requested a Minor Subdivision in order to split the existing dwelling and all accessory structures along with 5.1 acres of land from the subject site, leaving the subject site with approximately 82.7 acres. This 5.1-acre area is shown as an exception on the Preliminary Plat drawing. The Preliminary Plat drawing also shows a 66' strip of land between the existing dwelling and proposed Lot 2, Block 1. The 66' strip of land is intended to be developed for roadway purposes and Outlot A is intended to be subdivided into 12 additional parcels at some point in the future (not part of the current request). A concept plan to illustrate potential subdivision of the entire subject site was provided and reviewed by the Planning Commission. Staff noted that they had encouraged the applicant to consider including the entire site in the current Preliminary Plat request, but the applicant chose to subdivide in two separate platting processes.

In reviewing the concept plan, Gervais noted that the proposed roadway was designed as an approximate 2,590' long cul-de-sac. Gervais added that the Subdivision Ordinance requires that "permanently designed cul-de-sac streets shall not exceed 1,320' in length"; however, the applicant stated that the proposed cul-de-sac is not intended to be a permanent cul-de-sac and anticipates that the roadway will extend toward Lowden Avenue and/or Olson Road as neighboring properties are subdivided / developed. The applicant presented the concept plan to the Sunrise Town Board and the Town Board has reportedly offered preliminary support.

The Technical Review Committee met on October 12, 2022 and discussed future development of Outlot A and related roadway improvements as indicated in the concept plan. The committee did not identify any immediate concerns. The Sunrise Town Board reviewed the proposed Preliminary Plat at its October 20, 2022 meeting and recommended approval with no conditions. The property owner's representative, Applicant Jack Kopp, was present and available to address questions and concerns. Chair Yeager asked the applicant and Planning Commission members for additional questions and comments. Frank Storm asked if the County Engineer had provided any comments in relation to the number of driveways / access points from Keystone Avenue / CR 67. Coordinator Gervais stated that the County Engineer had reviewed the proposed plat but did not comment on the accesses. Chair Yeager opened the public hearing and sought comment.

Sabrina Clepper – 9901 420th Street, Harris. My concern / question is how will the development impact our property taxes for the surrounding properties in the area and will the road be paved?

J. Kopp asked if he could address the road question and received approval from Chair Yeager. J. Kopp indicated the property is within Sunrise Township; adjacent to the City of North Branch. The township requires blacktop / pavement as part of their road specifications; however, the current proposal does not have any roads, just three lots with three driveways.

Deb Macziewski – 10017 420th Street, Harris. My question is do we have an idea of what type of houses will be built on the lots?

Chair Yeager indicated that the Planning Commission reviews the subdivision request and does not address the type of houses that will be built on the property.

With no other persons wishing to speak, ***motion*** by Dave Whitney to close the public hearing; second by Frank Storm. **Motion passed** 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None. Chair Yeager asked Planning Commission members for additional comments. Chair Yeager expressed concern with the

length of the cul-de-sac based on the Subdivision Ordinance requirement. J. Kopp indicated it was a concept and added that the township supported the roadway with a hammerhead design.

Motion by Frank Storm; second by Dave Whitney to adopt Resolution No. PC2022-1102, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Ryan Farms Plat 1 as requested by A2A Investments LLC and John Kopp, with conditions as presented:

Conditions:

1. The Preliminary Plat of Ryan Farms Plat 1 is approved per plat drawing dated signed September 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
3. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None.

Darin and Amy Dills – Coordinator Gervais provided a brief background on the request for Preliminary Plat of "Angry Danglers Paradise" involving the creation of three lots from a 25-acre tract. The proposed lots range in size from 2.21 acres to 12.92 acres. The property is zoned Rural Residential II (RRII) District and located within the Upper St. Croix River Overlay (UO) District. The property is located at 34565 Wild Mountain Road / CSAH 16, Shafer Township, S12, T34, R19 (PID# 08.00130.10).

The property owners are seeking approval of the Preliminary Plat to create three parcels from a 25-acre tract. The proposed parcels range in size from 2.21 acres to 12.92 acres. The site is located in close proximity to the St. Croix River with severe elevation changes. The purpose of the UO District is to protect and preserve the existing natural, scenic and recreational values of the St. Croix River, and to provide for development activities which do not detract from these values.

The Technical Review Committee met on October 12, 2022. The County Engineer stated that a maximum of two driveways / access points will be allowed from Wild Mountain Road / CSAH 16, requiring that at least two of the proposed lots will need to share a driveway. Wetland delineation and soils information were reviewed and verified by County staff. The soils report and verification identified concerns with the amount of rock in the soil. The soils within proposed Lots 1 and 3, Block 1 were shown to have a high percentage of rock which may make installation of a Type 1 septic system challenging, if not impossible. Gervais noted that the staff report had included a recommendation that, prior to Preliminary Plat approval, a sieve test be conducted to determine the actual percentage of rock within the soil; however, it was learned after preparation of the staff report that a sieve test had already been conducted and staff was satisfied that the proposed lots could support Type 1 septic systems. Gervais further noted that staff was now recommending that proposed condition of approval #3 be eliminated. Staff also commented that the UO District limits the amount of impervious surface coverage to 20%, and this may present development challenges for proposed Lot 1, Block 1 (2.21 acres). Gervais clarified that development is possible, but the amount of impervious surface will need to be verified at time of development.

The parcel is located adjacent to lands owned by the National Park Service (NPS) / U.S. Department of the Interior (DOI). The NPS / DOI reviewed the request and recommended that subdivision property lines be permanently and visibly marked by a certified surveyor. NPS is interested in placing property boundary signs along the common property line of the federal land to minimize uncertainty regarding the exact location of the property line. Due to the terrain and presence of streams and wetlands there are concerns with potential effects this subdivision may have on water quality, storm water runoff, and erosion. The NPS / DOI recommended that applicable erosion and runoff best management practices be implemented and closely followed throughout the construction process to reduce potential impacts to the Riverway. The Shafer Town Board reviewed the proposed Preliminary Plat at its October 13, 2022 meeting and recommended approval with no conditions. The Town Board did however comment they had a concern with the smaller lot size. Applicant Amy Dills was present and available to address questions and concerns. Chair Yeager asked the applicant and Planning Commission members for additional questions and comments. Brief discussion was held on the concerns for the smaller lot size (2.21 acres) and UO District regulations limiting that maximum amount of impervious surface coverage to 20%. Chair Yeager commented that the 2.21-acre lot may have a tight fit and limited building options.

Chair Yeager opened the public hearing and sought comment. With no persons wishing to speak, ***motion*** by John Sutcliffe to close the public hearing; second by Dave Whitney. **Motion passed** 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None. Chair Yeager asked Planning Commission members for additional comments. ***Motion*** by John Sutcliffe; second by Dave Whitney to adopt Resolution No. PC2022-1103, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Angry Danglers Paradise as requested by Darin Dills and Amy Dills, with conditions as amended:

Conditions:

1. The Preliminary Plat of Angry Danglers Paradise is approved per plat drawing dated signed September 26, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The subdivision will be allowed a maximum of two driveways / access points from Wild Mountain Road / CSAH 16, requiring that at least two of the three lots have a shared driveway.
3. ~~Prior to submission of request for Final Plat, the applicant shall cause conduct of a sieve test on proposed Lots 1 and 3, Block 1 to determine the actual percentage of rock within the soil to confirm suitability for installation of Type 1 septic systems. The results of this test shall be submitted to the Department of Environmental Services at time of submission of request for Final Plat.~~
4. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.
6. Upon Final Plat approval, the applicant shall effectuate the permanent and visible marking of all property boundaries shared with the U.S. Department of the Interior's National Park Service utilizing the services of a licensed surveyor. Once the property boundaries have been marked, the applicant shall notify the National Park Service.

Motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None.

Public Hearings – Continued Hearings - None

Old Business

Kenneth Rice – Coordinator Gervais provided further information and review on the request for Preliminary Plat of "Paradise Woods" located in the Agricultural (AG) District. The property is generally located SW corner of 320th Street and Lofton Avenue / CSAH 24 in Chisago Lake Township, S30, T34, R20 (PID# 02.00823.00).

The plat, as originally submitted and reviewed on July 7, 2022, included the creation of four parcels from the 58.2-acre tract of land, leaving an approximate 35-acre tract (remainder) from the plat. Following the July 7, 2022 public hearing, the Planning Commission discussed issues pertaining to the status and improvement of 320th Street. The Planning Commission tabled the request in order to allow additional time for the applicant to review Chisago Lake Township's road design standards and determine estimated costs associated with road improvements. Gervais stated that the applicant granted a 120-day extension to the 120-day review period, with the extended review period expiring on January 27, 2023.

Coordinator Gervais shared that the applicant provided an updated Preliminary Plat drawing showing the number of proposed parcels reduced from four to three (eliminating the most westerly parcel) and including the dedication of additional right-of-way for 320th Street. Gervais added that the applicant worked extensively with Chisago Lake Township since the July 7, 2022 public hearing and the Township had provided a resolution dated October 18, 2022 offering support for the proposed plat with 14 recommended conditions of approval. Gervais suggested that a majority of the Township's recommended conditions related to infrastructure improvements and had been synthesized into a single recommended condition requiring that the applicant enter into a Developer's Agreement with Chisago Lake Township prior to submission of the Final Plat.

Applicant Kenneth Rice was present and available to address questions and concerns. K. Rice provided an overview of the road improvement discussions with Chisago Lake Township and expressed his frustrations with the Township's expectation that he be responsible for providing all additional land necessary for roadway dedication and roadway improvements rather than spreading the land dedication and improvements amongst all benefiting residents / businesses on 320th Street.

Dave Whitney inquired about discussions with the neighbor / business across the road from the subject site and inquired if the Developer's Agreement would be available to the public. Coordinator Gervais stated that the executed Developer's Agreement would be a public document. Jim McCarthy added that the Developer's Agreement would be available at an upcoming Town Board meeting if anyone would like to view it. ***Motion*** by Frank Storm; second by Dave Whitney to adopt Resolution No. PC2022-1104, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Paradise Woods as requested by Kenneth Rice, with conditions as presented:

Conditions:

1. The Preliminary Plat is approved per plat drawing dated signed May 26, 2022 and with amendments dated September 19, 2022 and October 14, 2022. Any deviation from the approved plat drawing, except as provided herein, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Lofton Avenue / CSAH 24; all driveways must access 320th Street.
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 enter into a Developer's Agreement with Chisago Lake Township Road Authority. The Developer's Agreement shall address concerns identified by the township in Chisago Lake Town Board

Resolution No. 2022-10-18-A, including concerns relating to infrastructure improvements (i.e., review / approval of construction plans, effectuation and timing of improvements, responsibility of costs related to improvements, and financial surety), driveway access, reimbursement of costs related to review of the plat, and access easement for stormwater facilities. The applicant shall submit the fully executed Developer's Agreement at time of submission of request for Final Plat. The request for Final Plat will not be considered complete unless accompanied by the fully executed Developer's Agreement.

5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Motion passed 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None.

New Business – None

Communications and Reports
County Board Liaison Report / Update
County Commissioner DuBose reported that the County Board had approved the following at the October 19, 2022 meeting: Final Plat of Kaminski Estates; CUP amendment for property located at 29616 Unity Avenue; Rezoning of properties located at 2785 Stark Road / CSAH 10 and 43353 Cedercrest Trail / CSAH 8; extension of review period for a request for IUP at XXX Andee Avenue; agreement for creation of the Environmental Connections Newsletter with Leffler Printing Company; and, Ordinance Amendment pertaining to slaughterhouse and meat processing facilities. In regard to the Ordinance Amendment, Commissioner DuBose added that the Board eliminated the Planning Commission's recommended performance standard that all animals on-site for slaughter and processing be housed inside a structure. Commissioner DuBose also recapped the County Board's adoption of a recent Ordinance Amendment pertaining to Zoning Ordinance Section 8.03 Functions of the Planning Commission and language added by the County Board. Commissioner DuBose reported that the County Board approved the Final Plat of SP Farms Plat One on November 2, 2022. Finally, Commissioner DuBose shared that the County Board recently approved a loan to the Chisago County HRA / EDA to assist Chisago City with the purchase of land.

Miscellaneous
Brief discussion was held on timing and distribution of the draft Zoning Ordinance prepared by Bolton & Menk. ***By consensus***, if the draft was not provided by November 10, 2022, Chair Yeager and staff will determine if the Special Work Session should be cancelled and rescheduled to allow for adequate review time.

Adjourn Meeting – *Motion* by Frank Storm to adjourn the meeting; second by John Sutcliffe. **Motion passed** 5-0. Ayes: Storm, Sutcliffe, McCarthy, Whitney, and Chair Yeager. Nays: None. The meeting was adjourned at 7:46 p.m.

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 11
Title of Item for Consideration: Darin and Amy Dills "Angry Danglers Paradise" 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: Darin and Amy Dills are requesting Preliminary Plat approval of Angry Danglers Paradise. The subject 25-acre property is proposed to be divided into three subdivided lots ranging in size from 2.21 to 12.92 acres. The property is located at 34565 Wild Mountain Rd./CSAH 16 in Shafer Township, (PID #08.00130.10).

At their meeting of November 3, 2022, the Planning Commission conducted the requisite public hearing and recommended unanimous (5-0) approval of the Preliminary Plat of Angry Danglers Paradise with conditions, per Resolution No. PC2022-1103. 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, February 2, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff;
- Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval);
- The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-day period.

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

Attachments:

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

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Angry Danglers Paradise Preliminary Plat. The following motion is recommended:

"Move to Approve Resolution No. 22/1116-____, a Resolution of the County Board of Commissioners

of Chisago County, Minnesota, approving the Preliminary Plat of Angry Danglers Paradise located at 34565 Wild Mountain Rd./CSAH 16 in Shafer Township, (PID #08.00130.10)			
Implications of Action – Recommended Board action grants approval of the Angry Danglers Paradise 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 general conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve CR	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1116-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF ANGRY DANGLERS PARADISE

WHEREAS, Darin Dills and Amy Dills, property owners, and Amy Dills, applicant, submitted an application dated received September 30, 2022 and considered complete on October 5, 2022 for the Preliminary Plat of Angry Danglers Paradise; and

WHEREAS, the applicant desires to create three parcels from the 25-acre subject site; and

WHEREAS, the subject site is located at 34565 Wild Mountain Road / CSAH 16 in Shafer Township and is zoned Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District; and

WHEREAS, the subject site is legally described as:

PID 08.00130.10

That part of the Southwest Quarter of the Northeast Quarter and that part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 34, Range 19, Chisago County, Minnesota, described as follows: Commencing at the southeast corner of the Northeast Quarter of said Section 12; thence North 88 degrees 46 minutes 29 seconds West along the South line of said Northeast Quarter, a distance of 1525.61 feet to a point distant 200.00 feet West of the southeast corner of said Southwest Quarter of the Northeast Quarter thereof and the Point of Beginning of the parcel to be described; thence North 28 degrees 58 minutes 22 seconds West, a distance of 1505.48 feet to a point on the North line of said Southwest Quarter of the Northeast Quarter distant 400.00 feet East of the northwest corner of said Southwest Quarter of the Northeast Quarter thereof; thence South 42 degrees 36 minutes 14 seconds West, a distance of 1245.86 feet to the centerline of County State Aid Highway No. 16, as established by CHISAGO COUNTY RIGHT OF WAY PLAT NO. 84; thence South 52 degrees 17 minutes 03 seconds East along said centerline, a distance of 616.82 feet to the South line of said Southwest Quarter of the Northeast Quarter; thence South 88 degrees 46 minutes 29 seconds East along said South line of the Southwest Quarter of the Northeast Quarter, a distance of 1085.45 feet to the Point of Beginning.

Subject to permanent highway easement in Parcel 7 as shown on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 84.

WHEREAS, notice was provided and on November 3, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Angry Danglers Paradise with conditions per Resolution No. PC2022-1103; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 16, 2022 meeting and determined the

Preliminary Plat of Angry Danglers Paradise 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 Angry Danglers Paradise, subject to the following conditions:

1. The Preliminary Plat of Angry Danglers Paradise is approved per plat drawing dated signed September 26, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The subdivision will be allowed a maximum of two driveways / access points from Wild Mountain Road / CSAH 16, requiring that at least two of the three lots have a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.
5. Upon Final Plat approval, the applicant shall effectuate the permanent and visible marking of all property boundaries shared with the U.S. Department of the Interior's National Park Service utilizing the services of a licensed surveyor. Once the property boundaries have been marked, the applicant shall notify the National Park Service.

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: November 16, 2022

_____ ATTEST: _____

Richard Greene
Chair, Board of Commissioners

Chase Burnham
County Administrator

Preliminary Plat of Angry Danglers Paradise

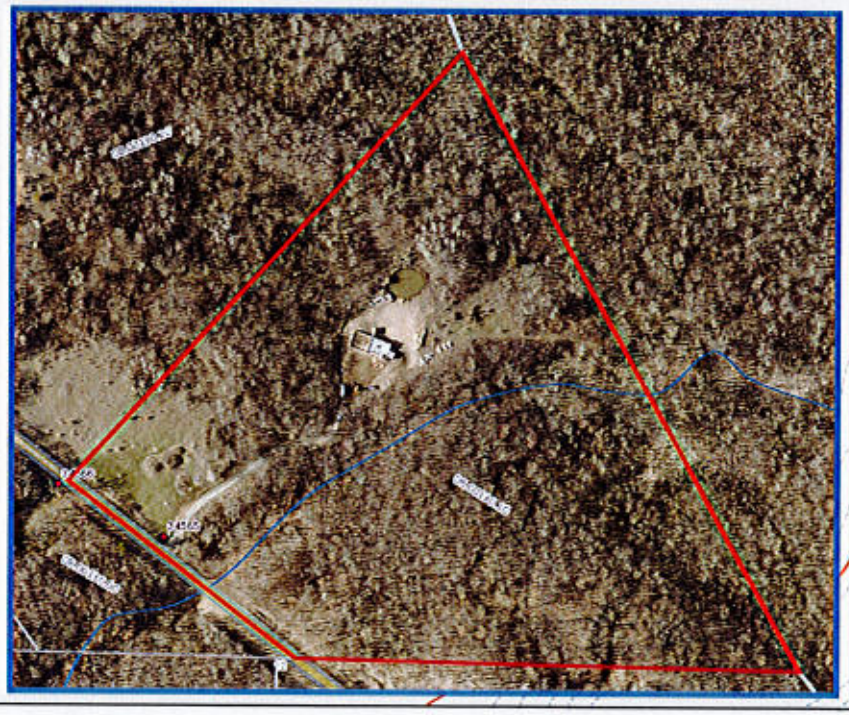
Darin & Amy Dills
34565 Wild Mountain Road / CSAH 16
Shafer Township
PID 08.00130.10



1

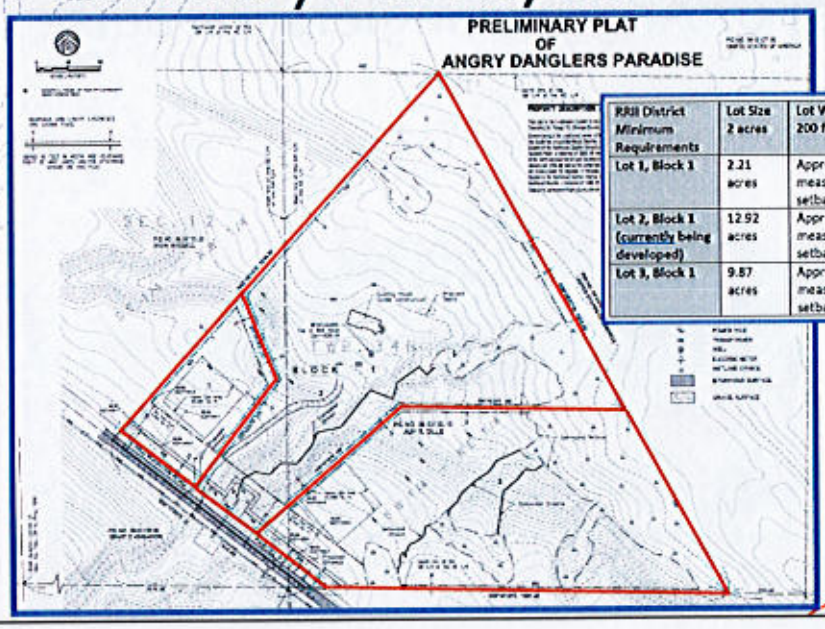
Site Analysis

- Zoning - Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
- Parcel Size - 25 Acres
- Location - 34565 Wild Mountain Road / CSAH 16
- Proposed Lot 2, Block 1 is currently being developed with a dwelling (as shown on the adjacent image)



2

Preliminary Plat Layout



RRII District Minimum Requirements	Lot Size 2 acres	Lot Width* 200 feet	Lot Depth** 200 feet	Home Site Area 21,500 square feet (sf)
Lot 1, Block 1	2.21 acres	Approximately 230' as measured at building setback line	Approximately 437'	21,500 sf
Lot 2, Block 1 (currently being developed)	12.92 acres	Approximately 215' as measured at building setback line	Approximately 1,120'	NA
Lot 3, Block 1	9.87 acres	Approximately 245' as measured at building setback line	Approximately 987'	21,500 sf

3

Review Process

Technical Review Committee

October 12, 2022

- Maximum of two driveways / access points from Wild Mountain Road / CSAH 16
- Soils verification showed concerning levels of rock which may present challenges with installation of Type 1 septic systems; recommendation to complete a sieve test
- Comments received from National Park Service

Shafer Town Board

October 13, 2022

- Recommendation of approval with comment that the Board has "concerns with the smaller lot size".

120-Day Review Period

Expires on February 2, 2023

4

Review Process, continued

Technical Review Committee

October 12, 2022

- Maximum of two driveways / access points from Wild Mountain Road / CSAH 16
- Soils verification showed concerning levels of rock which may present challenges with installation of Type 1 septic systems; recommendation to complete a sieve test
- Comments received from National Park Service

Following the Technical Review Committee meeting and preparation of the staff report, staff learned that the applicant's consultant conducted a sieve test prior to completing the soils report. Therefore, the soils report does indeed confirm that the soils will support Type 1 septic systems. Staff's recommendation and the recommended conditions of approval have been amended to reflect this new information.

5

Staff Recommendation

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, **staff recommends approval** of the Preliminary Plat of Angry Danglers Paradise with conditions.

Recommended Condition(s):

1. The Preliminary Plat of Angry Danglers Paradise is approved per plat drawing dated signed September 26, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The subdivision will be allowed a maximum of two driveways / access points from Wild Mountain Road / CSAH 16, requiring that at least two of the three lots have a shared driveway.
3. ~~Prior to submission of request for Final Plat, the applicant shall cause conduct of a sieve test on proposed Lots 1 and 3, Block 1 to determine the actual percentage of rock within the soil to confirm suitability for installation of Type 1 septic systems. The results of this test shall be submitted to the Department of Environmental Services at time of submission of request for Final Plat.~~
4. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.
6. Upon Final Plat approval, the applicant shall effectuate the permanent and visible marking of all property boundaries shared with the U.S. Department of the Interior's National Park Service utilizing the services of a licensed surveyor. Once the property boundaries have been marked, the applicant shall notify the National Park Service.

6

Options & Action Requested

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Angry Danglers Paradise 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 Angry Danglers Paradise based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on February 2, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1103, a resolution recommending approval of the Preliminary Plat of Angry Danglers Paradise, with conditions as presented or amended.

7

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Angry Danglers Paradise
34565 Wild Mountain Road / CSAH 16, Shafer Township
DATE: November 3, 2022

ACTION TO CONSIDER

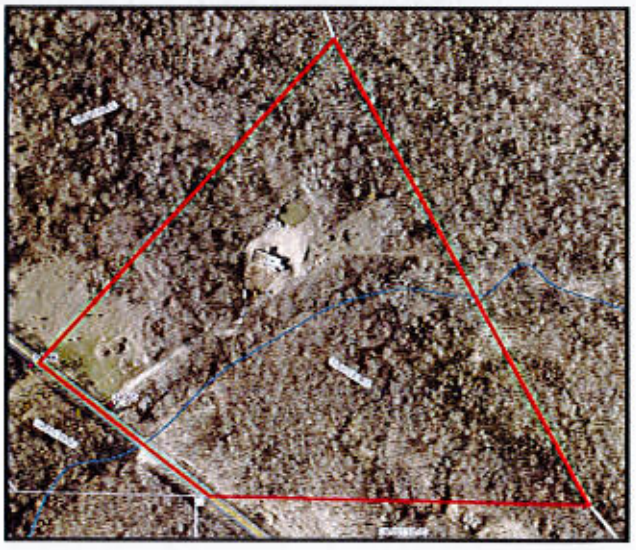
The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Angry Danglers Paradise.

SITE & APPLICATION INFORMATION

Property Owner(s):	Darin & Amy Dills
Applicant(s):	Amy Dills
General Location:	34565 Wild Mountain Road / CSAH 16 Shafer Township Section 12, Township 34, Range 19
PID:	08.00130.10
Property Area:	25 Acres
Current Zoning:	Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
Adjacent Zoning:	
North:	Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
South:	Agricultural (AG) District
East:	Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
West:	Agricultural (AG) District
Date Application Received:	September 30, 2022
Date Application Complete:	October 5, 2022
120-Day Review Period:	February 2, 2023

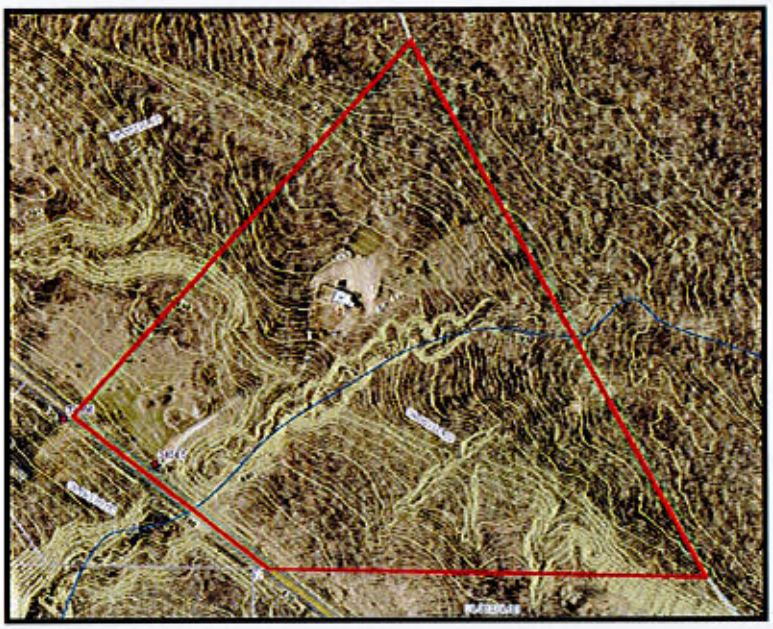
BACKGROUND

Property owner Amy Dills is seeking approval of the Preliminary Plat of Angry Danglers Paradise. The property owner wishes to create three parcels from the 25-acre tract of land, with the proposed parcels ranging in size from 2.21 acres to 12.92 acres.



SITE & PROPOSAL ANALYSIS

Dills' 25-acre tract of land is located at 34565 Wild Mountain Road / CSAH 16 in Shafer Township. The site is currently being developed with a dwelling (the Dills' residence) which will be situated on proposed Lot 2, Block 1, Angry Danglers Paradise, the largest of the three proposed parcels at 12.92 acres.



The subject site and adjacent properties located on the east side of Wild Mountain Road / CSAH 16 are zoned RRII District / UO District, whereas properties located on the west side of the road are zoned AG District. The subject site, being in close proximity to the St. Croix River, is heavily wooded and elevations range drastically from approximately 850' near the roadway (westerly property boundary) to 775' near the easterly property boundary. Surrounding properties range widely in size from 3.8 acres to 135 acres, with most properties appearing to have been developed for residential pruposes.

The stated purpose of the RRII District is to provide a transition area between agricultural areas and higher density rural residential areas. The stated purpose of the UO District is to protect and preserve the existing natural, scenic and recreational values of the St. Croix River, and to provide for development activities which do not detract from these values. Below is a table which identifies minimum requirements for the RRII District with corresponding information for the proposed parcels. As proposed, the new parcels comply with the County's dimensional requirements.

RRII District Minimum Requirements	Lot Size 2 acres	Lot Width* 200 feet	Lot Depth** 200 feet	Home Site Area 21,500 square feet (sf)
Lot 1, Block 1	2.21 acres	Approximately 230' as measured at building setback line	Approximately 437'	21,500 sf
Lot 2, Block 1 (currently being developed)	12.92 acres	Approximately 215' as measured at building setback line	Approximately 1,120'	NA
Lot 3, Block 1	9.87 acres	Approximately 245' as measured at building setback line	Approximately 987'	21,500 sf

** 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."*

TECHNICAL REVIEW COMMITTEE & STAFF COMMENTS

The Technical Review Committee considered the proposed plat on October 12th. The County Engineer stated that the subdivision will be allowed a maximum of two driveways / access points from Wild Mountain Road / CSAH 16, requiring that at least two of the proposed lots share a driveway. Staff notes that the Preliminary Plat drawing shows that proposed Lots 1 & 2, Block 1 will have a shared driveway.

The wetland delineation and soils report have been reviewed by County staff. There were no issues or concerns with the wetland delineation; however, verification of the soils report resulted in concerns with the amount of rock in the soil. The soils report indicates and the soils verification process confirmed that the soils within proposed Lots 1 and 3, Block 1 have a high percentage of rock which may make installation of a Type 1 septic system challenging, if not impossible, because of issues such as separation. County staff is recommending that, prior to approval of the Preliminary Plat, a sieve test be conducted to determine the actual percentage of rock within the soil. If it's determined that the percentage of rock is 50% or greater, this will prohibit the installation of a Type 1 septic system. And, being that the County requires installation of a Type 1 septic system for new development, the results of this test may determine that the subject site is not suitable for subdivision.

Being that the subject site is immediately adjacent to lands owned by the National Park Service (NPS), notice of the proposed Preliminary Plat was sent to the U.S. Department of the Interior. The County received the following comments on October 27, 2022:

> As an adjacent landowner to the proposed subdivision, the NPS has the following comments:
> - We request that the subdivision property lines be permanently and visibly marked by a certified surveyor. Once the property lines are marked, please contact us. We are interested in placing NPS property boundary signs along the common property line of the federal land to minimize uncertainty regarding the exact location of the property line. Note that the general public is allowed to use the federal property in accordance with NPS management policies and Riverway regulations. Motorized vehicle use on the federal land is prohibited; foot travel is welcome. Also, the cutting of brush, trees, branches or mowing on the federal lands is strictly prohibited.
>
>   *Staff note: This comment, although more timely with consideration of the Final Plat, has been incorporated into staff's recommended conditions of approval.*
>
> - Due to the terrain, and the presence of streams and wetlands in the area, NPS is concerned with potential effects this subdivision may have on water quality, storm water runoff, and erosion. We request that applicable erosion and runoff best management practices are implemented and closely followed throughout the construction process to reduce potential impacts to the Riverway.
>
>   *Staff note: While this is an important consideration, it relates more to development than to subdivision and has not been included as a recommended condition of approval.*

Another potential concern that staff has identified is that the properties, being subject to UO District regulations, are limited to a maximum impervious surface coverage of 20%. This likely won't be a concern for the two larger parcels (Lots 2 and 3, Block 1); however, it *may* create a challenge for development of proposed Lot 1, Block 1. For reference, when determining the total amount of impervious surface coverage, the County factors in anything located upon, within or above the ground that prohibits water from percolating into the soils below, including, but not limited to, driveways (concrete, asphalt, or gravel), sidewalks (boardwalks, concrete, rock, landscape block, etc.), patios, plastic-lined landscaping, and structures. Proposed Lot 1, Block 1 is limited to a maximum impervious surface area of 19,242 sf. The proposed parcel can certainly be developed in compliance with the UO District's impervious surface coverage requirement, but it will need to be verified as the property is developed.

Preliminary Plats, per Minnesota Statute, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on February 2, 2023.

TOWNSHIP RECOMMENDATION

The Shafer Town Board reviewed the proposed Preliminary Plat at its October 13th meeting and recommended approval but commented that they have concerns with the smaller lot size (presumably referring to proposed Lot 1, Block 1). No additional information was provided to inform the County of specific concerns identified by the Town Board.

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances but is concerned with suitability of the soils for installation of Type 1 septic systems on proposed Lots 1 and 3, Block 1. Based on the soils verification process, staff is recommending that the Planning Commission table the request for Preliminary Plat to allow time for the applicant to conduct a sieve test to determine the actual percentage of rock within the soil to confirm suitability for installation of Type 1 septic systems.

Alternatively, if the Planning Commission supports the request for Preliminary Plat and wishes to take action on the request, staff would ask that the Commission consider the conditions of approval listed below. Staff has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Angry Danglers Paradise is approved per plat drawing dated signed September 26, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. The subdivision will be allowed a maximum of two driveways / access points from Wild Mountain Road / CSAH 16, requiring that at least two of the three lots have a shared driveway.
3. Prior to submission of request for Final Plat, the applicant shall cause conduct of a sieve test on proposed Lots 1 and 3, Block 1 to determine the actual percentage of rock within the soil to confirm suitability for installation of Type 1 septic systems. The results of this test shall be submitted to the Department of Environmental Services at time of submission of request for Final Plat.
4. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.
6. Upon Final Plat approval, the applicant shall effectuate the permanent and visible marking of all property boundaries shared with the U.S. Department of the Interior's National Park Service utilizing the services of a licensed surveyor. Once the property boundaries have been marked, the applicant shall notify the National Park Service.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Angry Danglers Paradise 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 Angry Danglers Paradise based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*

3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on February 2, 2023.

ACTION REQUESTED

Motion to table the request for Preliminary Plat of Angry Danglers Paradise to allow time for the applicant to conduct a sieve test to determine the actual percentage of rock within the soil to confirm suitability for installation of Type 1 septic systems on proposed Lots 1 and 3, Block 1.

ATTACHMENTS

1. Application Materials
    a. Application
    b. Preliminary Plat drawing
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2022-1103

CC: Darin & Amy Dills, property owners
County file

Recording Fee 46.00
Base Fee 650.00
Wetland or ~~Septic~~ Fees 500.00
Plat Compliance Fee
TOTAL FEE 1,196.00

Permit # 22-2075

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Street Location 34565 Wildmarsh RD Tax Parcel # 08.00130.10

Legal Description See attached Plat drawn E-Mail Address: [redacted]

Owner: Amy K Dills Day Phone [redacted]

Address 10302 108th Ave N Maple Grove MN 55369

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

Address "ANGRY ANGLERS PARADISE." S12, T34, R19

Type of Request:

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

Applicable section of ordinance: _____

Description of request: Plat creating three parcels

If Variance Application, Brief Description of Practical Difficulty _____

09/30/2022

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.

9-30-22
Date Received

10-5-22
Date Complete

2-2-23
60 / (120) Day Review Period

Date of Public Hearing: Nov 3, 2022

Questions? Contact Beth Gervais, Land Services Coordinator at 651-213-8379 or beth.gervais@chisagocountymn.gov

TOWNSHIP PRESENTATION FORM

Street Location 34565 Wild Mountain RD

Legal Description See Attached plat

Owner Name Amy Dilly **Day Phone** [redacted]

Address: 10302 108th Ave N Maple Grove 55369

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

Address: _____

Type of Request:

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

Description of Request: Create three parcels from One

Date of County Public Hearing: Nov 3, 2022

Date of Township Presentation: Oct 13, 2022

Shafer

TOWNSHIP ACTION TAKEN

Approved ☒ **Denied** ☐

Reasons and Conditions: With Concerns With Smaller lot Size

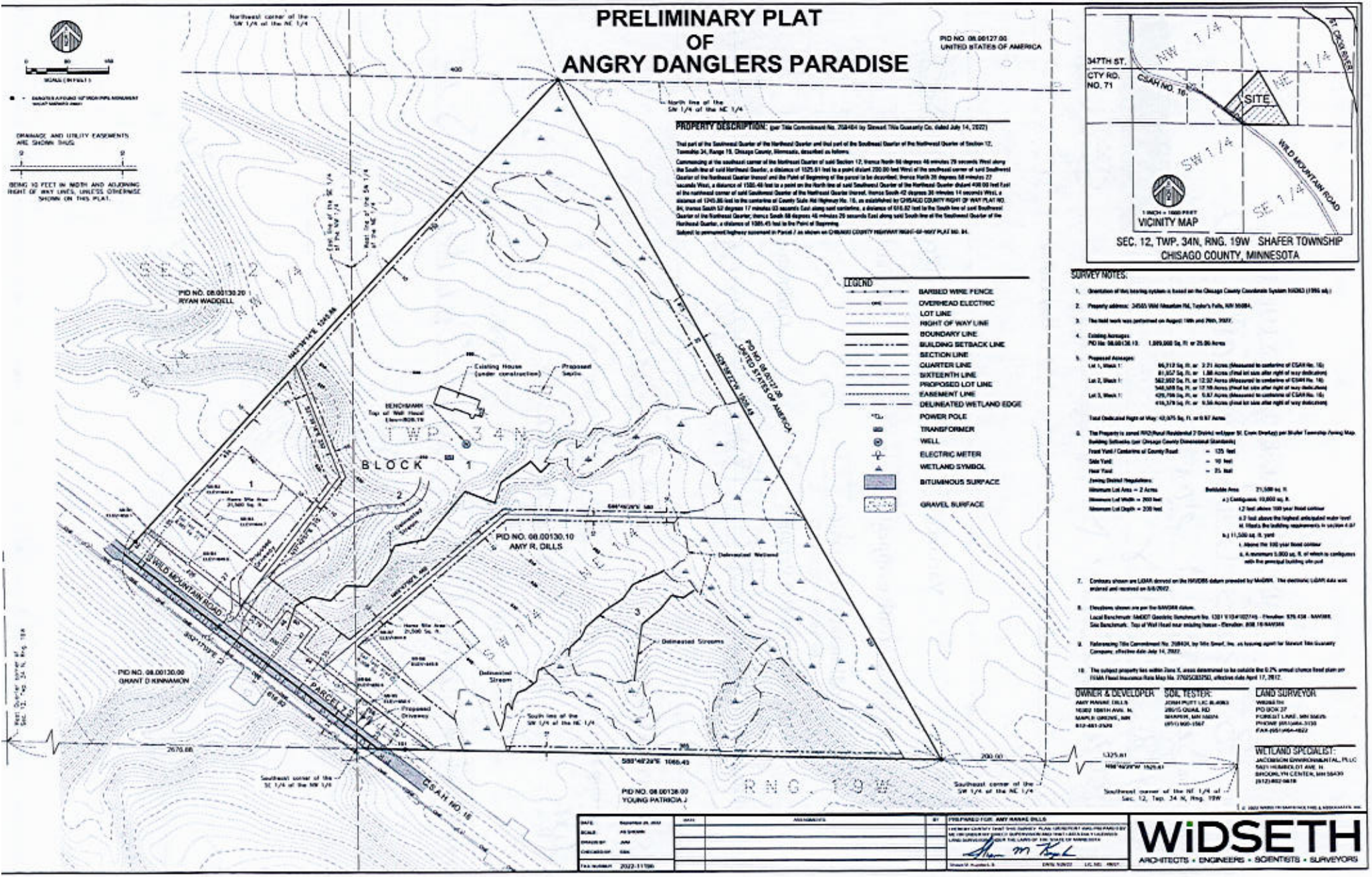
Signature of Township Officers:

Mark Sh
John Schultz
Jack D. Duff

Signature of Applicant

09/20/2022
Date

PRELIMINARY PLAT
OF
ANGRY DANGLERS PARADISE

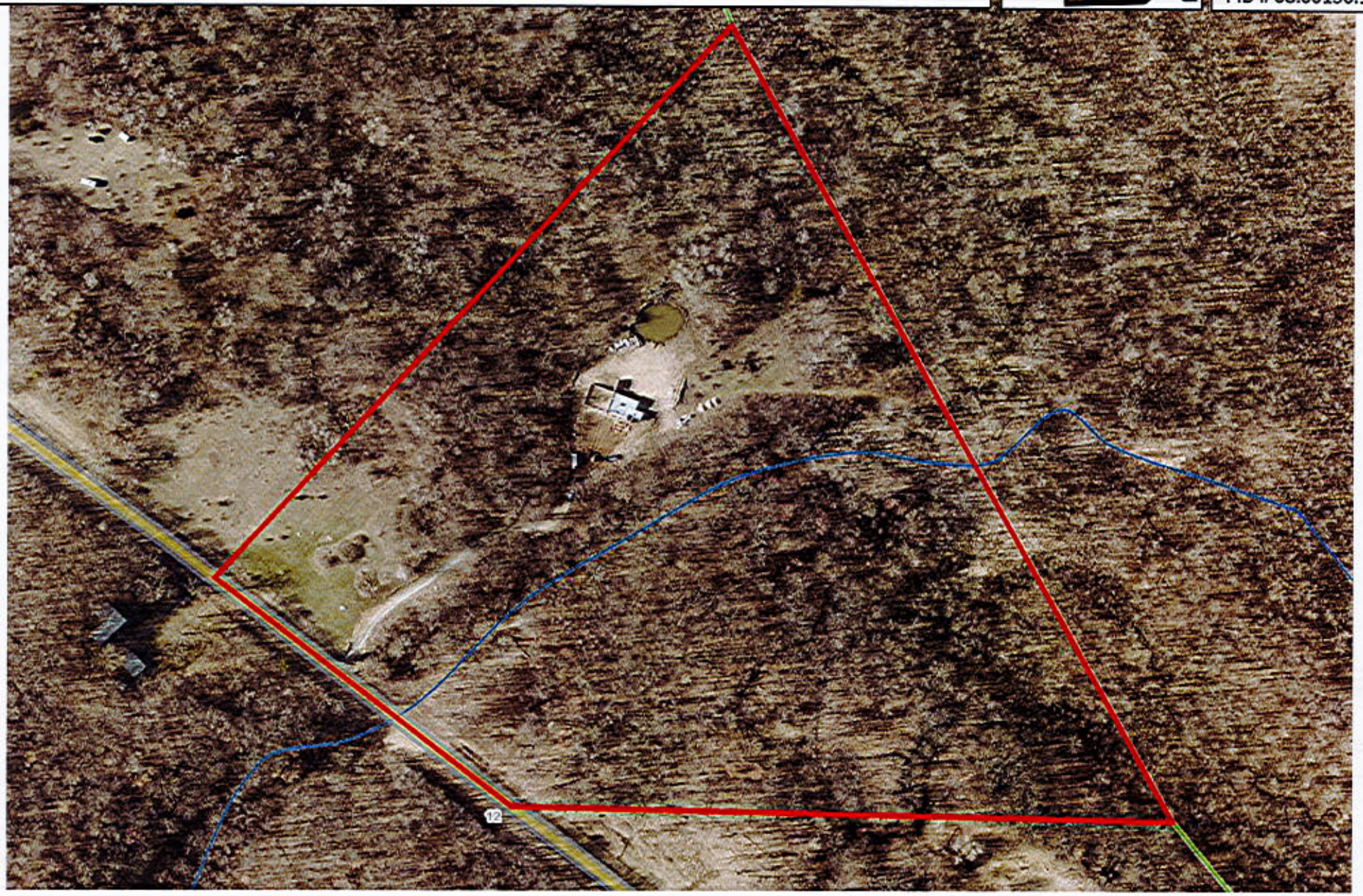

PID NO. 08.00127.00
UNITED STATES OF AMERICA
Northwest corner of the SW 1/4 of the NE 1/4
North line of the SW 1/4 of the NE 1/4
PROPERTY DESCRIPTION: (per Title Commitment No. 258484 by Stewart Title Guaranty Co. dated July 14, 2022)
Commencing at the southeast corner of the Northeast Quarter of said Section 12; thence North 88 degrees 46 minutes 29 seconds West along the South line of said Northeast Quarter, a distance of 1525.51 feet to a point distant 200.00 feet West of the southeast corner of said Southwest Quarter of the Northeast Quarter thereof and the Point of Beginning of the parcel to be described; thence North 35 degrees 58 minutes 27 seconds West, a distance of 1320.48 feet to a point on the North line of said Southwest Quarter of the Northeast Quarter distant 400.00 feet East of the northwest corner of said Southwest Quarter of the Northeast Quarter thereof; thence South 42 degrees 36 minutes 14 seconds West, a distance of 1240.86 feet to the centerline of County State Aid Highway No. 16, as established by CHISAGO COUNTY RIGHT OF WAY PLAT NO. 84; thence South 52 degrees 17 minutes 03 seconds East along said centerline, a distance of 616.82 feet to the South line of said Southwest Quarter of the Northeast Quarter; thence South 88 degrees 46 minutes 29 seconds East along said South line of the Southwest Quarter of the Northeast Quarter, a distance of 1065.45 feet to the Point of Beginning.
Subject to permanent highway easement in Parcel 7 as shown on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 84.
PID NO. 08.00130.20
RYAN WADDELL
PID NO. 08.00130.10
AMY R. DILLS
PID NO. 08.00130.00
GRANT D KINNAMON
PID NO. 08.00138.00
YOUNG PATRICIA J
PID NO. 08.00127.20
UNITED STATES OF AMERICA
Existing House (under construction)
Proposed Septic
BENCHMARK
Top of Well Head
Elev=828.19
Delineated Wetland
Delineated Streams
Delineated Stream
Proposed Driveway
Existing Driveway
Wetland Buffer
Setback
Home Site Area
21,500 Sq. ft.
BLOCK 1
TWP 34 N
RNG 19 W
SEC 12
PARCEL 1
PARCEL 2
PARCEL 3
WILD MOUNTAIN ROAD
C.S.A.H. NO. 16
S89°46'29"E 1065.45
S42°34'44"E 1240.86
N35°58'27"W 1320.48
S52°17'03"E 616.82
N88°46'29"W 1525.51
200.00
400
365
2670.68
615.82
1325.61
Southeast corner of the SW 1/4 of the NE 1/4
Southwest corner of the SE 1/4 of the NW 1/4
Southwest corner of the NE 1/4 of Sec. 12, Twp. 34 N, Rng. 19W
East line of the SE 1/4 of the NE 1/4
West line of the SE 1/4 of the NE 1/4
East line of the NE 1/4 of the NW 1/4
West line of the NE 1/4 of the NW 1/4
East line of the NE 1/4 of the NW 1/4
West line of the NE 1/4 of the NW 1/4
East line of the NW 1/4 of the NW 1/4
West line of the NW 1/4 of the NW 1/4
East line of the SW 1/4 of the NW 1/4
West line of the SW 1/4 of the NW 1/4
East line of the NW 1/4 of the SW 1/4
West line of the NW 1/4 of the SW 1/4
East line of the SW 1/4 of the SW 1/4
West line of the SW 1/4 of the SW 1/4
East line of the NE 1/4 of the SW 1/4
West line of the NE 1/4 of the SW 1/4
East line of the SE 1/4 of the SW 1/4
West line of the SE 1/4 of the SW 1/4
East line of the NE 1/4 of the SW 1/4
West line of the NE 1/4 of the SW 1/4
East line of the SE 1/4 of the SW 1/4
West line of the SE 1/4 of the SW 1/4
East line of the NE 1/4 of the SE 1/4
West line of the NE 1/4 of the SE 1/4
East line of the SE 1/4 of the SE 1/4
West line of the SE 1/4 of the SE

Amy Dills - Aerial Photo

Amy Dills – Amy Dills, property owner, is requesting approval of the Preliminary Plat of Angry Danglers Paradise, involving the creation of three lots from a 25-acre tract. The property is zoned Rural Residential II (RRII) District within the Upper St. Croix River Overlay District. The property is located at 34565 Wild Mountain Road, Shafer Township, S12, T34, R19 (PID# 08.00130.10).

Dills Property -

Shafer Township
S12, T34, R19
PID # 08.00130.10

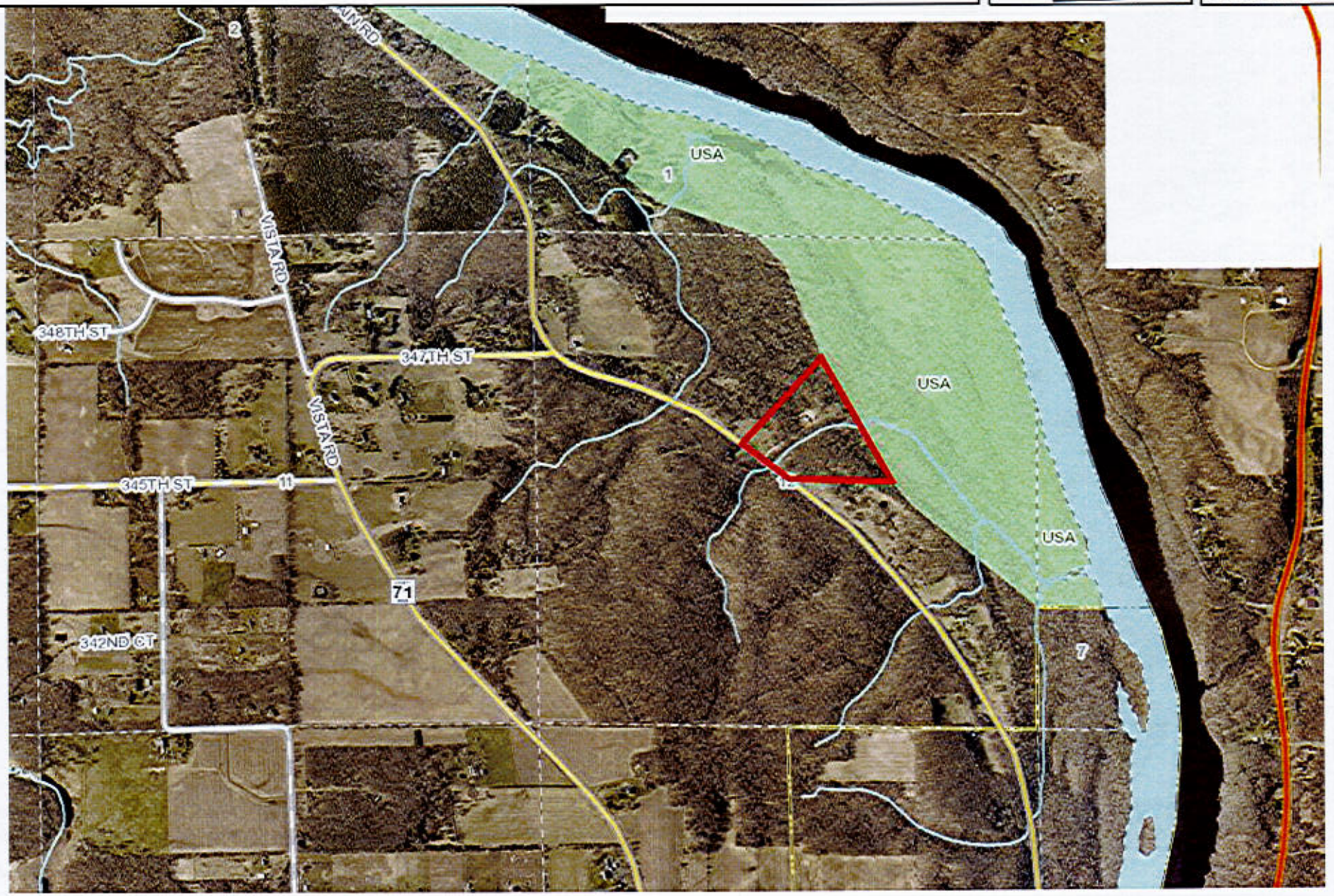


Amy Dills - Aerial Photo

Amy Dills – Amy Dills, property owner, is requesting approval of the Preliminary Plat of Angry Danglers Paradise, involving the creation of three lots from a 25-acre tract. The property is zoned Rural Residential II (RRII) District within the Upper St. Croix River Overlay District. The property is located at 34565 Wild Mountain Road, Shafer Township, S12, T34, R19 (PID# 08.00130.10).

Dills Property -

Shafer Township
S12, T34, R19
PID # 08.00130.10



RESOLUTION NO. PC2022-1103

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF ANGRY DANGLERS PARADISE AS REQUESTED BY DARIN DILLS AND AMY DILLS

WHEREAS, Darin Dills and Amy Dills, property owners, and Amy Dills, applicant, submitted an application dated received September 30, 2022 and considered complete on October 5, 2022 for the Preliminary Plat of Angry Danglers Paradise; and

WHEREAS, the applicant desires to create three parcels from the 25-acre subject site; and

WHEREAS, the subject site is located at 34565 Wild Mountain Road / CSAH 16 in Shafer Township and is zoned Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District; and

WHEREAS, the subject site is legally described as:

PID 08.00130.10

That part of the Southwest Quarter of the Northeast Quarter and that part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 34, Range 19, Chisago County, Minnesota, described as follows: Commencing at the southeast corner of the Northeast Quarter of said Section 12; thence North 88 degrees 46 minutes 29 seconds West along the South line of said Northeast Quarter, a distance of 1525.61 feet to a point distant 200.00 feet West of the southeast corner of said Southwest Quarter of the Northeast Quarter thereof and the Point of Beginning of the parcel to be described; thence North 28 degrees 58 minutes 22 seconds West, a distance of 1505.48 feet to a point on the North line of said Southwest Quarter of the Northeast Quarter distant 400.00 feet East of the northwest corner of said Southwest Quarter of the Northeast Quarter thereof; thence South 42 degrees 38 minutes 14 seconds West, a distance of 1245.86 feet to the centerline of County State Aid Highway No. 16, as established by CHISAGO COUNTY RIGHT OF WAY PLAT NO. 84; thence South 52 degrees 17 minutes 03 seconds East along said centerline, a distance of 616.62 feet to the South line of said Southwest Quarter of the Northeast Quarter; thence South 88 degrees 46 minutes 29 seconds East along said South line of the Southwest Quarter of the Northeast Quarter, a distance of 1065.45 feet to the Point of Beginning.

Subject to permanent highway easement in Parcel 7 as shown on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 84.

WHEREAS, notice was provided and on November 3, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Angry Danglers Paradise is consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Angry Danglers Paradise is approved per plat drawing dated signed September 26, 2022. Any significant deviation from the approved plat drawing, as determined by

the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The subdivision will be allowed a maximum of two driveways / access points from Wild Mountain Road / CSAH 16, requiring that at least two of the three lots have a shared driveway.
3. Prior to submission of request for Final Plat, the applicant shall cause conduct of a sieve test on proposed Lots 1 and 3, Block 1 to determine the actual percentage of rock within the soil to confirm suitability for installation of Type 1 septic systems. The results of this test shall be submitted to the Department of Environmental Services at time of submission of request for Final Plat.
4. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.
6. Upon Final Plat approval, the applicant shall effectuate the permanent and visible marking of all property boundaries shared with the U.S. Department of the Interior's National Park Service utilizing the services of a licensed surveyor. Once the property boundaries have been marked, the applicant shall notify the National Park Service.

Adopted by the Planning Commission of Chisago County, Minnesota, this 3rd day of November, 2022.

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

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 12
Title of Item for Consideration: Kenneth Rice "Paradise Woods" 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: Kenneth Rice is requesting Preliminary Plat approval of Paradise Woods. The subject 58.2-acre property is proposed to be divided into three subdivided lots ranging in size from 4.74 to 6.88 acres. The property is located at the SW corner of 320th Street and Lofton Avenue/CSAH 24 in Chisago Lake Township, (PID #02.00823.00).

At their meeting of July 7, 2022, the Planning Commission conducted the requisite public hearing, and, after discussing issues pertaining to the status and improvement of 320th Street, the Commission tabled the request allowing additional time for the applicant to review Chisago Lake Township's road design standards. In anticipation that discussions with the township road authority may not allow for County action within the required 120-day review period, the applicant offered a 120-day extended review period at that time.

At their meeting of November 3, 2022, the Planning Commission conducted further review of the proposed Paradise Woods Preliminary Plat and recommended unanimous (5-0) approval with conditions, per Resolution No. PC2022-1104. 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, January 27, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff;
- Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval);
- The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-day period.

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

Attachments:

- Draft Resolution of Approval
- Planning Commission Presentation
- Planning Commission Staff Report & Hearing Packet

- Planning Commission Minutes (draft)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Paradise Woods Preliminary Plat. The following motion is suggested:

"Move to Approve Resolution No. 22/1116-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Paradise Woods located at the SW corner of 320th Street and Lofton Avenue/CSAH 24 in Chisago Lake Township, (PID #02.00823.00)

Implications of Action – Recommended Board action grants approval of the Paradise Woods Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board. Of note, a fully executed Development Agreement by and between the Twp. Road Authority and Kenneth Rice/Paradise Woods is required to be provided at time of Final Plat application.

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 _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/1116-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF PARADISE WOODS

WHEREAS, Kenneth Rice, property owner and applicant, submitted an application dated received May 26, 2022 and considered complete on June 1, 2022 for the Preliminary Plat of Paradise Woods; and

WHEREAS, the subject site is generally located at the southwest corner of 320th Street and Lofton Avenue / CSAH 24 in Chisago Lake Township and within the Agricultural (AG) District; and

WHEREAS, the subject site is 58.2 acres in size and legally described as:

PID 02.00823.00

That part of Section 30, Township 34 North, Range 20 West, Chisago County, Minnesota described as follows: The Northeast Quarter of the Northwest Quarter, subject to a 1-rod road easement along the North line thereof. And the North 659.4 feet of the Northwest Quarter of the Northeast Quarter, subject to a 1-rod road easement along the North line thereof, and subject to the existing County Road No. 77 easement along the East line thereof, and also the East 770 feet is subject to a drainage easement in favor of the owner of the property described as follows: All of the NW 1/4 of the NE 1/4 of said Section 30 except the North 659.4 feet thereof.

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

WHEREAS, the Planning Commission tabled the request in order to allow additional time for the applicant to review Chisago Lake Township's road design standards and determine estimated costs associated with road improvements; and

WHEREAS, the applicant granted the County a 120-day extension to the review period in order to allow sufficient time for the above described efforts, with said extension expiring on January 27, 2023; and

WHEREAS, having received an updated request for Preliminary Plat and an updated recommendation from Chisago Lake Township, the Planning Commission continued its review and consideration of this application at its November 3, 2022 meeting; and

WHEREAS, the Planning Commission recommended approval of the request for Preliminary Plat of Paradise Woods with conditions, per Resolution No. PC2022-1104; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 16, 2022 meeting and determined the

Preliminary Plat of Paradise Woods 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 Paradise Woods, subject to the following conditions:

1. The Preliminary Plat is approved per plat drawing dated signed May 26, 2022 and with amendments dated September 19, 2022 and October 14, 2022. Any deviation from the approved plat drawing, except as provided herein, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Lofton Avenue / CSAH 24; all driveways must access 320th Street.
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 enter into a Developer's Agreement with Chisago Lake Township Road Authority. The Developer's Agreement shall address concerns identified by the township in Chisago Lake Town Board Resolution No. 2022-10-18-A, including concerns relating to infrastructure improvements (i.e., review / approval of construction plans, effectuation and timing of improvements, responsibility of costs related to improvements, and financial surety), driveway access, reimbursement of costs related to review of the plat, and access easement for stormwater facilities. The applicant shall submit the fully executed Developer's Agreement at time of submission of request for Final Plat. The request for Final Plat will not be considered complete unless accompanied by the fully executed Developer's Agreement.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

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: November 16, 2022

_____ ATTEST: _____

Richard Greene
Chair, Board of Commissioners

Chase Burnham
County Administrator

Preliminary Plat of Paradise Woods

Kenneth Rice

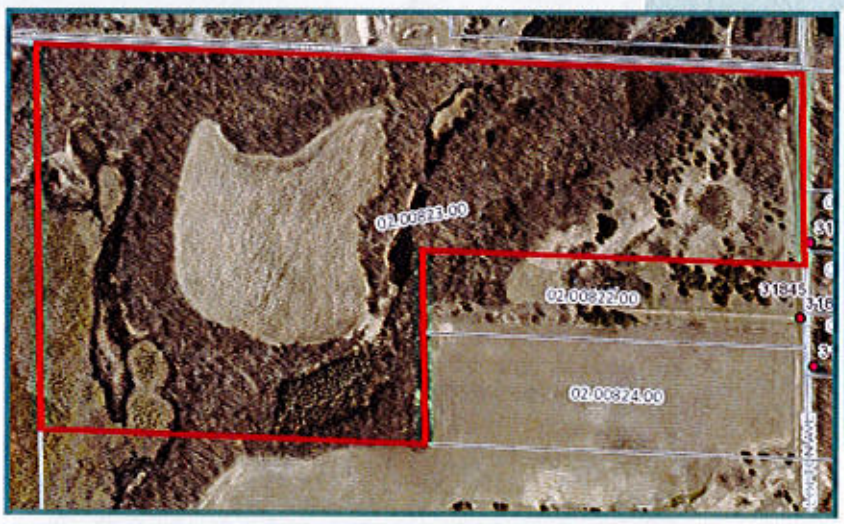
SW Corner of 320th Street & Lofton Avenue / CSAH 24

Chisago Lake Township

PID 02.00823.00

1

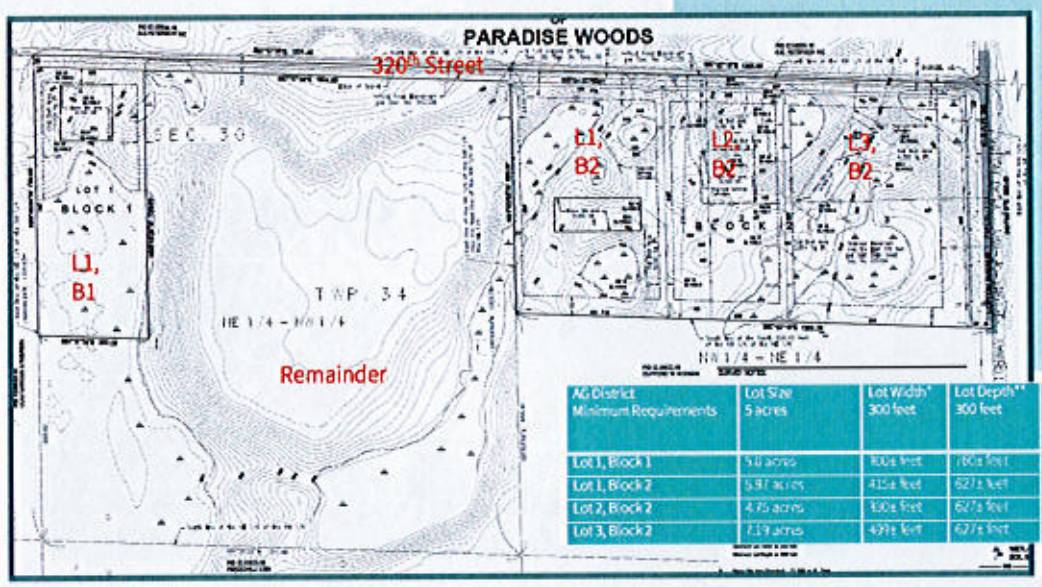
Site Analysis



- Zoned – Agricultural (AG) District
- Parcel Size – 58.2 Acres
- Location – SW corner of 320th Street and Lofton Avenue / CSAH 24

2

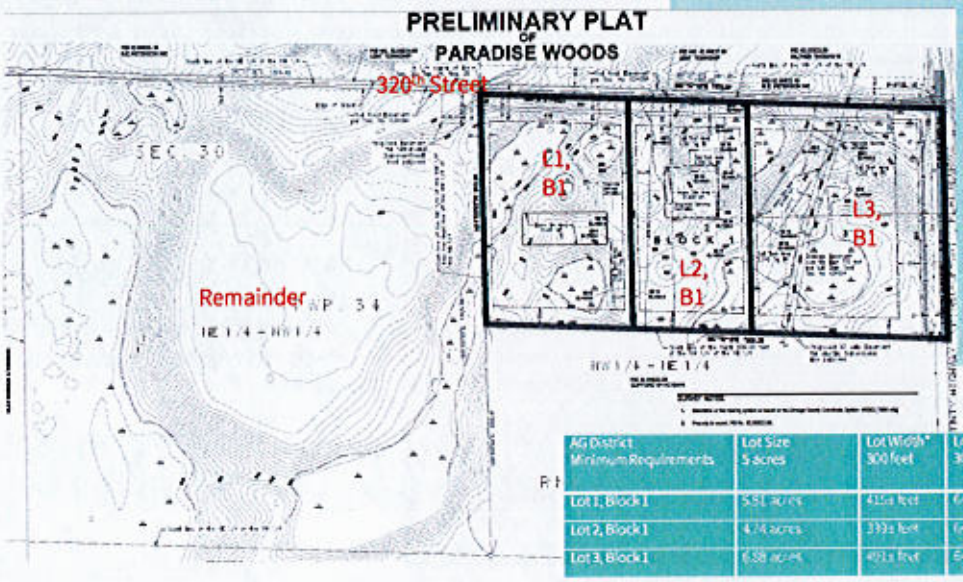
Preliminary Plat Layout – As Submitted for July 7, 2022 Public Hearing



AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	5.0 acres	808± feet	780± feet	21,500 square feet
Lot 1, Block 2	5.97 acres	415± feet	627± feet	21,500 square feet
Lot 2, Block 2	4.75 acres	430± feet	627± feet	21,500 square feet
Lot 3, Block 2	7.19 acres	439± feet	627± feet	21,500 square feet

3

Preliminary Plat Layout – As Submitted for November 3, 2022 Meeting



AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	5.51 acres	415± feet	668± feet	21,500 square feet
Lot 2, Block 1	4.74 acres	393± feet	644± feet	21,500 square feet
Lot 3, Block 1	6.58 acres	491± feet	644± feet	21,500 square feet

4

Review Process

Technical Review Committee

June 8, 2022

- Topography of the proposed lots may present challenges for placement of septic systems and structures.
- No access will be granted from Lofton Avenue / CSAH 24

Chisago Lake Town Board

June 21, 2022

- Recommendation of approval with noted roadway concerns: *"Maps / GIS shows 320th Street as owned by Lent Township and only cartway width (33 feet) and currently maintained by Chisago Lake Township."*

Review Period

- 120-day review period expired on September 29, 2022
- Extended review period expires on January 27, 2023

5

Staff Recommendation

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the November 3, 2022 Planning Commission meeting, staff recommends approval of the Preliminary Plat of Paradise Woods with conditions.

Recommended Condition(s):

1. The Preliminary Plat is approved per plat drawing dated signed May 26, 2022 and with amendments dated September 19, 2022 and October 14, 2022. Any deviation from the approved plat drawing, except as provided herein, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Lofton Avenue / CSAH 24; all driveways must access 320th Street.
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 enter into a Developer's Agreement with Chisago Lake Township Road Authority. The Developer's Agreement shall address concerns identified by the township in Chisago Lake Town Board Resolution No. 2022-10-18-A, including concerns relating to infrastructure improvements (i.e., review / approval of construction plans, effectuation and timing of improvements, responsibility of costs related to improvements, and financial surety), driveway access, reimbursement of costs related to review of the plat, and access easement for stormwater facilities. The applicant shall submit the fully executed Developer's Agreement at time of submission of request for Final Plat. The request for Final Plat will not be considered complete unless accompanied by the fully executed Developer's Agreement.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

6

Options

1. Recommend that the County Board approve the Preliminary Plat of Paradise Woods 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, recommend that the County Board deny the Preliminary Plat of Paradise Woods based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. Table the request to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on January 27, 2023.

Action Requested

Motion to adopt Resolution No. PC2022-1104, a resolution recommending approval of the Preliminary Plat of Paradise Woods, with conditions as presented or amended.

7

Staff Report

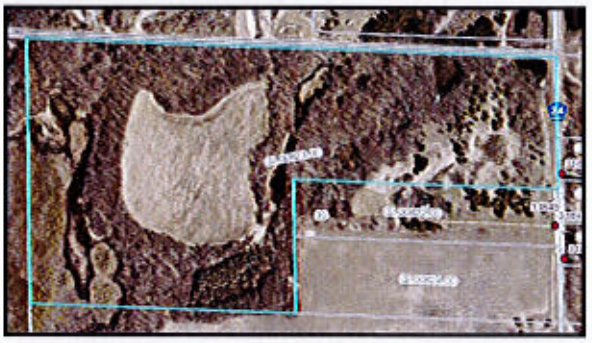
TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Paradise Woods
SW Corner of 320th Street and Lofton Avenue / CSAH 24, Chisago Lake Township
DATE: November 3, 2022

ACTION TO CONSIDER

Following a public hearing on July 7, 2022, the Planning Commission will continue its review and consideration of the proposed Preliminary Plat of Paradise Woods.

SITE & APPLICATION INFORMATION

Property Owner(s):	Kenneth Rice
Applicant(s):	Kenneth Rice
General Location:	SW Corner of 320th Street and Lofton Avenue / CSAH 24 Chisago Lake Township Section 30, Township 34, Range 20
PID:	02.00823.00
Property Area:	58.2 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
West:	City of Chisago City / R-2 Low/Medium Density Residential
East:	Agricultural (AG) District
Date Application Received:	May 26, 2022
Date Application Complete:	June 1, 2022
120-Day Review Period:	September 29, 2022
Extended Review Period:	January 27, 2023



BACKGROUND & DISCUSSION

Property owner and applicant Kenneth Rice is seeking approval of the Preliminary Plat of Paradise Woods. The Planning Commission first reviewed the plat and conducted a public hearing at its July 7, 2022 meeting, and, after discussing issues pertaining to the status and improvement of 320th Street, the Commission motioned to table the request in order to allow additional time for the applicant to review Chisago Lake Township's road design standards and determine estimated costs associated with road improvements. In anticipation that discussions with the township may not allow for County action within the 120-day review period, the applicant offered a 120-day extension. The extended review period expires on January 27, 2023.

The plat, as originally submitted and reviewed on July 7th, included the creation of four parcels from the 58.2-acre tract of land, leaving an approximate 35-acre tract from the plat (remainder). The applicant

has since updated the Preliminary Plat drawing to reduce the number of new parcels from four to three (eliminating the most westerly parcel) and to include the dedication of additional right-of-way for 320th Street. The remainder is now proposed to be approximately 40 acres in size. The applicant has worked extensively with Chisago Lake Township since the July 7th public hearing and the township has presented the County with a resolution "approving" the proposed plat (see attached). Staff notes that the resolution includes 14 recommended conditions of approval.

SITE & PROPOSAL ANALYSIS

The 58.2-acre subject site is currently undeveloped land with many small wetland areas. The majority of wetland areas appear to be located on the 40-acre remainder (not included in the plat). The topography also includes significant contours ranging from 880' along the western property boundary to 920'-925' in the general area of proposed Lots 2 and 3, Block 1.



National Wetland Inventory



Contours

Surrounding properties range widely in size from 2 acres (immediately east) to 79 acres (immediately south). Much of the land is undeveloped / ag land or developed with single family homes and related accessory structures, and the property immediately north is a legally operating gravel pit. Land located immediately west of the subject site is located in the City of Chisago City.

Per Zoning Ordinance Section 5.06, the purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which outlines minimum requirements for the AG District with corresponding information for the three proposed parcels. As submitted, all proposed parcels comply with the County's dimensional requirements in terms of lot size, width, and depth. Additionally, the wetlands, soils report and Home Site Area were verified by County staff.

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1, Block 1	5.81 acres	415± feet	644± feet	21,500 square feet
Lot 2, Block 1	4.74 acres	339± feet	644± feet	21,500 square feet
Lot 3, Block 1	6.88 acres	491± feet	644± feet	21, 500 square feet

** 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."*

While proposed Lot 2, Block 1 is shown as 4.74 acres in size, it is a full 5-acre parcel with the credited adjacent Right-of-Way.

TECHNICAL REVIEW COMMITTEE & STAFF COMMENTS

As part of the review process, the Technical Review Committee met on June 8th. The following items were identified and/or discussed during and following the meeting:

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

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 expired on September 29, 2022, and the extended review period expires on January 27, 2023.

TOWNSHIP RECOMMENDATION

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

Based on the Town Board's comment and being that the Subdivision Ordinance requires that the proposed lots have frontage on a public road, staff conferred with the Assistant County Attorney to determine whether or not 320th Street – as a cartway – meets the definition of a public road. The County Attorney's Office rendered an opinion that, "based upon current information provided by the Township and subject to information from the Township that determines otherwise, the strip of land (320th Street) is a public road." This opinion was partially based on an opinion issued by the Minnesota Attorney General in 1952 that cartways are public roads.

As previously mentioned, the Planning Commission tabled the request for Preliminary Plat on July 7th in order for the applicant to address roadway concerns and the township has since provided a resolution dated October 18th offering support for the proposed plat with 14 recommended conditions of approval. Staff notes that the majority of recommended conditions relate specifically to infrastructure / Road Authority controlled improvements, and that a Developer's Agreement between the developer and Road Authority (township) must be established since the County has no authority to enact or enforce

town road requirements. The remaining recommended conditions appear to be standard conditions that fall within the County's purview. While the Chisago Lake Town Board is recommending approval of the Preliminary Plat subject to these 14 conditions, staff believes that the majority of conditions can be synthesized into a single condition requiring that the applicant enter into a Developer's Agreement with Chisago Lake Township prior to submission of the Final Plat.

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the November 3, 2022 Planning Commission meeting, staff recommends approval of the Preliminary Plat of Paradise Woods with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat is approved per plat drawing dated signed May 26, 2022 and with amendments dated September 19, 2022 and October 14, 2022. Any deviation from the approved plat drawing, except as provided herein, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Lofton Avenue / CSAH 24; all driveways must access 320th Street.
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 enter into a Developer's Agreement with Chisago Lake Township Road Authority. The Developer's Agreement shall address concerns identified by the township in Chisago Lake Town Board Resolution No. 2022-10-18-A, including concerns relating to infrastructure improvements (i.e., review / approval of construction plans, effectuation and timing of improvements, responsibility of costs related to improvements, and financial surety), driveway access, reimbursement of costs related to review of the plat, and access easement for stormwater facilities. The applicant shall submit the fully executed Developer's Agreement at time of submission of request for Final Plat. The request for Final Plat will not be considered complete unless accompanied by the fully executed Developer's Agreement.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Paradise Woods 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, recommend that the County Board **deny** the Preliminary Plat of Paradise Woods based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The extended review period expires on January 27, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1104, a resolution recommending approval of the Preliminary Plat of Paradise Woods, with conditions as presented or amended.

ATTACHMENTS

1. Application Materials:
    a. Application
    b. Preliminary Plat drawing dated signed May 26, 2022 and amended on September 19, 2022 and October 14, 2022
    c. Chisago Lake Town Board Resolution No. 2022-10-18-A
2. Aerial image (1) – subject site
3. Aerial image (2) – vicinity map
4. Draft Resolution No. PC2022-1104

CC: Kenneth Rice, applicant
County file

Permit # 22-808

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee $46-
Base Fee 640
Wetland or ~~Septic~~ Fees 500
No Road
Plat Compliance Fee 150
TOTAL FEE 1,336.00

Street Location 320th street & Lofton Ave Tax Parcel # 02.00823.00.

Legal Description Sec. 30, T. 34, R. 20 E-Mail Address [redacted]

Owner: Kenneth U Rice Day Phone [redacted]

Address 5955 Hampshire Ave No. Crystal MN 55428

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

Address S 30, T 34, R 20

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: Land split

If Variance Application, Brief Description of Practical Difficulty _____

Kenneth N Rice
Signature of Applicant

5-26-22
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.

Date Received 5-26-22

Date Complete 6-1-22

60 (120) Day Review Period 9-29-22

Date of Public Hearing: July 7, 2022

Questions? Contact Beth Gervais, Land Services Coordinator at 651-213-8379 or beth.gervais@chisagocountymn.gov

TOWNSHIP PRESENTATION FORM

Street Location 320th Street & Lofton Ave

Legal Description Sec. 30, T. 34, R. 20

Owner Name Kenneth N Rice **Day Phone:** [redacted]

Address: 5955 Hampshire Ave No, Crystal, MN 55428

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

Address: _____

Type of Request:

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

Description of Request: Land split

Date of County Public Hearing: July 7, 2022

Date of Township Presentation: June 21, 2022

TOWNSHIP ACTION TAKEN

Recommend Approval ☒ **Recommend Denial** ☐

Recommended Conditions: Major road concern needs to be addressed all lots surveyed & buildable sites and septic systems location identified - no issues

Signature of Township Officers: _____

_____

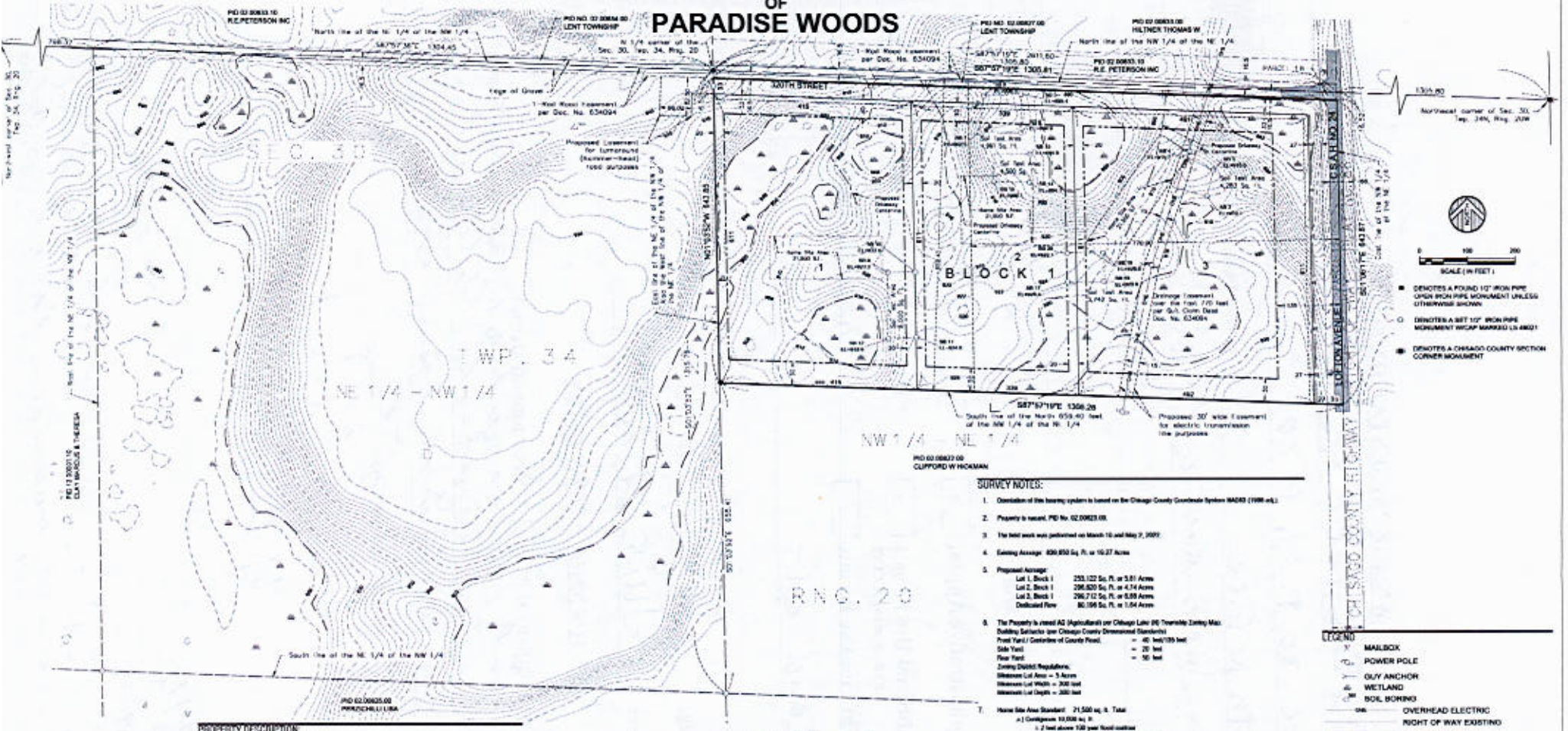
_____

_____
Signature of Applicant

5-26-2022
Date

* special consideration = maps/GIS show 320th St. as owned by Cent Township and only as an easement width (33 ft) and currently maintained by Chisago & the Township

PRELIMINARY PLAT
OF
PARADISE WOODS



SURVEY NOTES:

1. Orientation of this bearing system is based on the Chisago County Coordinate System NAD83 (1996 adj.).
2. Property is vacant, PID No. 02.00823.00.
3. The field work was performed on March 16 and May 2, 2022.
4. Existing Acreage: 839,852 Sq. Ft. or 19.27 Acres
5. Proposed Acreage:
   - Lot 1, Block 1 — 253,122 Sq. Ft. or 5.81 Acres
   - Lot 2, Block 1 — 206,820 Sq. Ft. or 4.74 Acres
   - Lot 3, Block 1 — 296,712 Sq. Ft. or 6.68 Acres
   - Dedicated Row — 80,196 Sq. Ft. or 1.84 Acres
6. The Property is zoned AG (Agricultural) per Chisago Lake (W) Township Zoning Map.
   Building Setbacks (per Chisago County Dimensional Standards):
   - Front Yard / Centerline of County Road — = 40 feet/195 feet
   - Side Yard — = 20 feet
   - Rear Yard — = 50 feet

   Zoning District Regulations:
   - Minimum Lot Area = 5 Acres
   - Minimum Lot Width = 300 feet
   - Minimum Lot Depth = 300 feet

   Home Site Area Standard: 21,500 sq. ft. Total
   a.) Contiguous 10,000 sq. ft.
      i. 2 feet above 100 year flood contour
      ii. 2 feet above the highest anticipated water level
      iii. Meets the building requirements in section 4.07
   b.) 11,500 sq. ft. additional area
      i. Above the 100 year flood contour
      ii. A maximum 5,000 sq. ft. of which is contiguous with the principal building site part
8. Contours shown are LIDAR derived on the NAD83 datum provided by MnDNR. The electronic LIDAR data was ordered and received on 5/4/2022.
9. The property lies within Zone X, areas determined to be outside the 0.2% annual chance floodplain per FIRM Map No. 27025C0275D effective date April 17, 2012.
10. Benchmark: MnDOT Geodetic Benchmark "Northern" Elev. = 913.45 NAVD 88
11. The North 1 rod of the NW 1/4 of the NE 1/4 was deeded to the Township at Lent in Instrument No. 55109. The recorded Quit Claim Deed Document Number 634094 describes an easement over the North 1 rod of the NW 1/4 of the NE 1/4 and does not except the North 1 rod.

LEGEND

- MAILBOX
- POWER POLE
- GUY ANCHOR
- WETLAND
- SOIL BORING
- OVERHEAD ELECTRIC
- RIGHT OF WAY EXISTING
- BOUNDARY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- QUARTER LINE
- SIXTEENTH LINE
- SECTION LINE
- DELINEATED WETLAND
- BUILDING SETBACK
- DENOTES RIGHT OF ACCESS DEDICATED TO CHISAGO COUNTY
- BITUMINOUS SURFACE

PROPERTY DESCRIPTION:

(Quit Claim Deed Doc. No.634094)

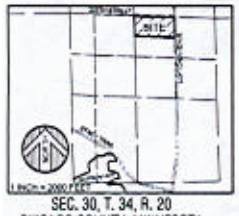
That part of Section 30, Township 34 North, Range 20 West, Chisago County, Minnesota described as follows: The Northeast Quarter of the Northwest Quarter, subject to a 1-rod road easement along the North line thereof, And the North 659.4 feet of the Northwest Quarter of the Northeast Quarter, subject to a 1-rod road easement along the North line thereof, and subject to the existing County Road No. 77 easement along the East line thereof, and also the East 7.65 feet is subject to a drainage easement in favor of the owner of the property described as follows: All of the NW 1/4 of the NE 1/4 of said Section 30 except the North 659.4 feet thereof.

OWNER & DEVELOPER
K AND J CONSTRUCTION
5055 HAMPSHIRE AVE. N.
CRYSTAL, MN 55429

LAND SURVEYOR
WIDSETH
3308 205TH ST.
WYOMING, MN 55092
PHONE (651)464-3132
FAX (651)464-4822

SOIL TESTING:
JOSH PUTT LIC. #4383
2615 PENWICK AVENUE
WYOMING, MN 55092
(651)982-1947

WETLAND SPECIALIST:
JACOBSON ENVIRONMENTAL, PLLC
5621 HUMBOLDT AVE. N
BROOKLYN CENTER, MN 55430
(612)462-6619



SEC. 30, T. 34, R. 20
CHISAGO COUNTY, MINNESOTA
VICINITY MAP

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

DATE:	May 25, 2022
SCALE:	AS SHOWN
DRAWN BY:	JMH
CHECKED BY:	BMK
FILE NUMBER:	2022-10366

DATE	REVISIONS	BY
9/19/22	REMOVED PROPOSED LOT 1, BLOCK 1 - ADDED PROPOSED ROAD EASEMENT	MAK
10/14/22	ADDED ADDITIONAL 1 ROD OF RIGHT OF WAY, REVISED LOT SIZES AND ACREAGES	MAK

PREPARED FOR: K & J CONSTRUCTION

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Brian K. Keuther, P.E. — DATE: 5/25/22 — LIC. NO. 49021

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

CHISAGO LAKE TOWNSHIP
CHISAGO COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2022-10-18-A

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR A DEVELOPMENT KNOWN AS PARADISE WOODS

WHEREAS, Chisago Lake Township (the "Town"), is duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, Ken Rice (the "Developer") is the owner of certain real property located in the Chisago Lake Township, State of Minnesota, as legally described on the Preliminary Plat (the "Subject Property" or the "Site Plan") attached as Exhibit A; and

WHEREAS, the Developer has requested approval of the preliminary plat so as to allow the Developer to plat the property into various lots as shown on a preliminary plat for a development entitled Paradise Woods, the most recent revision of said preliminary plat submitted to the Town was prepared by Widseth which is attached as Exhibit A; and

WHEREAS, the Town Board on October 18, 2022 did consider the Developer's request for preliminary plat approval by the Township; and

WHEREAS, various issues in relation to the Subject Property remain to be resolved and such resolution must occur before final plat approval.

NOW, THEREFORE, BE IT RESOLVED the Town Board hereby requests that Chisago County include the following conditions in any approval given for the Preliminary Plat of Paradise Woods:

1. Developer shall submit Construction Plans for infrastructure improvements (grading, drainage and erosion control, road construction, etc.) for the Plat of Paradise Woods for the review and approval of the Township in consultation with the Town Engineer prior to submitting an application for final plat.

2. The infrastructure improvements to the Subject Property shall be constructed in substantial conformance with the Site Plan approved by the Township. The cost of constructing improvements shown on the Site Plan and the approved Construction Plans shall be borne solely by the Developer.

3. To the extent that there are differences or conflicts between the Site Plan and this resolution, the terms of this resolution shall be controlling unless and until modified by a final plat resolution.

4. The timing of the construction of the infrastructure improvements on the Subject Property will be subject to the conditions of a Developer's Agreement between the Township and the Developer.

5. A title commitment shall be provided for the review of the Town Attorney with the final plat application.

6. Right-of-way dedication for 320th Street and the proposed easement for turnaround purposes shall be subject to review and approval of the Town Attorney and Town Engineer.

7. Driveway access to individual lots shall comply with the Township's ordinances and policies.

8. Subsurface Sewage Treatment Systems and well utilities for each lot shall comply with the County's ordinances and State law and be subject to review and approval by the appropriate government officials.

9. The Developer shall reimburse the Township for all costs incurred by the Township and its consultants in relation to review of the proposed preliminary plat. Prior to release of a final plat for recording, the Developer shall reimburse the Township for all expenses incurred by the Town for the review of this preliminary plat application, review of Construction Plans, drafting of the Developer's Agreement and any other costs incurred by the Township is processing the preliminary plat and final plat.

10. Prior to the Town Board's execution of the Developer's Agreement and the release of the final plat for recording, the Developer shall provide the Township with an irrevocable letter of credit (or other surety as approved by the Township Attorney), (the "Township Letter of Credit") as security that the obligations of the Developer to the Township under this Resolution and the Developer's Agreement shall be performed. The Township Letter of Credit shall be in the amount representing the sum of 125% of the estimated cost of the Township's infrastructure improvements as determined by the Township Engineer.

11. Prior to the release of the final plat for recording, a Developer's Agreement must be entered into with the Township which Agreement(s) will include, but not be limited to, the following:
    a. All required approvals from other governmental agencies
    b. Final grading and drainage plans
    c. Final road construction plans
    d. Maintenance requirements during and post construction including stormwater improvments
    e. Financial guaranties
    f. Other planning and engineering items, as appropriate

12. The Developer shall be responsible for obtaining and complying with all necessary permits from Chisago County, DNR, PCA, and any other governmental agencies.

13. The Developer shall complete construction, site restoration and erosion control in accordance with all permitting agency requirements including, but not limited to, MPCA-NPDES and County and Township Standards.

14. An access easement in a location as determined suitable in the sole discretion of the Township to provide the Township with a suitable means of accessing the permanent stormwater facilities shall be granted as a condition to releasing the final plat for recording. The access easement may be either shown on the plat or in a separate easement document to be recorded concurrent with the recording of the plat. The access easement shall be subject to review and approval of the Town Attorney and Town Engineer.

Adopted by the Town Board this 18th day of October 2022.

CHISAGO LAKE TOWNSHIP

Sherry Stirling, Chairperson

ATTEST:

Jeanette Peterson, Town Clerk

JEANETTE PETERSON
Clerk, Chisago Lake Township, Chisago Co., MN
Notorial Officer (ex-officio notary public)
My commission (Term) expires 04/01/2024

Rice - Aerial Photo

Kenneth Rice – Kenneth Rice, property owner, is seeking approval of the Preliminary Plat of Paradise Woods, involving the creation of four lots from a 58.21-acre tract. The property is zoned Agricultural (AG) District and located south of 320th Street and west of Lofton Ave/CSAH 24 in Chisago Lake Township, S30, T34, R20, (PID #02.00823.00).

Rice Property -

Chisago Lake Township
Sec. 30, T. 34, R. 20
PID # 02.00823.00



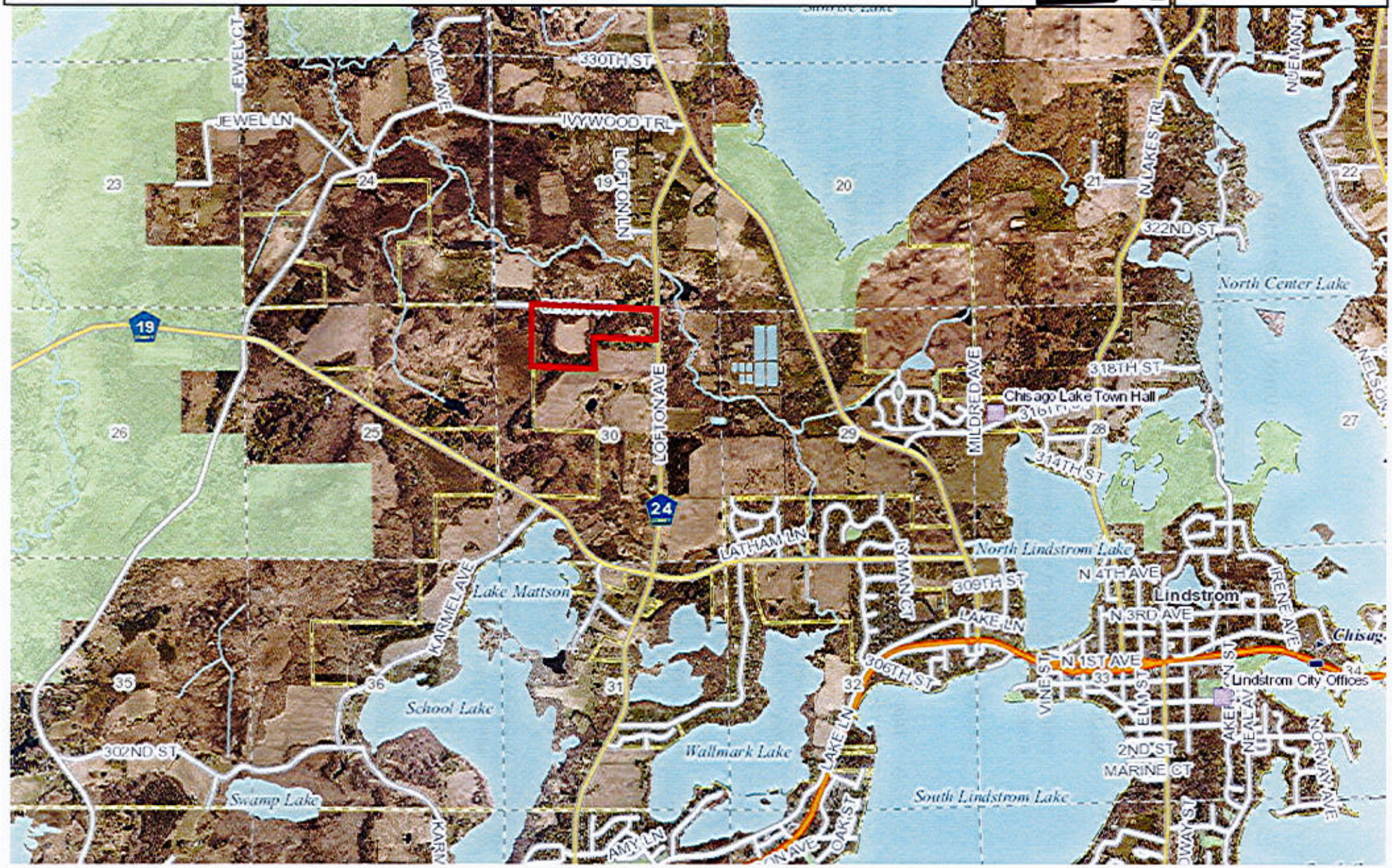
Rice - Aerial Photo

Kenneth Rice – Kenneth Rice, property owner, is seeking approval of the Preliminary Plat of Paradise Woods, involving the creation of four lots from a 58.21-acre tract. The property is zoned Agricultural (AG) District and located south of 320th Street and west of Lofton Ave/CSAH 24 in Chisago Lake Township, S30, T34, R20, (PID #02.00823.00).

Rice Property -

Chisago County

Chisago Lake Township
Sec. 30, T. 34, R. 20
PID # 02.00823.00



RESOLUTION NO. PC2022-1104

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF PARADISE WOODS AS REQUESTED BY KENNETH RICE

WHEREAS, Kenneth Rice, property owner and applicant, submitted an application dated received May 26, 2022 and considered complete on June 1, 2022 for the Preliminary Plat of Paradise Woods; and

WHEREAS, the subject site is generally located at the southwest corner of 320th Street and Lofton Avenue / CSAH 24 in Chisago Lake Township and within the Agricultural (AG) District; and

WHEREAS, the subject site is 58.2 acres in size and legally described as:

PID 02.00823.00

That part of Section 30, Township 34 North, Range 20 West, Chisago County, Minnesota described as follows: The Northeast Quarter of the Northwest Quarter, subject to a 1-rod road easement along the North line thereof. And the North 659.4 feet of the Northwest Quarter of the Northeast Quarter, subject to a 1-rod road easement along the North line thereof, and subject to the existing County Road No. 77 easement along the East line thereof, and also the East 770 feet is subject to a drainage easement in favor of the owner of the property described as follows: All of the NW 1/4 of the NE 1/4 of said Section 30 except the North 659.4 feet thereof.

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

WHEREAS, the Planning Commission tabled the request in order to allow additional time for the applicant to review Chisago Lake Township's road design standards and determine estimated costs associated with road improvements; and

WHEREAS, the applicant granted the County a 120-day extension to the review period in order to allow sufficient time for the above described efforts, with said extension expiring on January 27, 2023; and

WHEREAS, having received an updated request for Preliminary Plat and an updated recommendation from Chisago Lake Township, the Planning Commission continued its review and consideration of this application at its November 3, 2022 meeting; and

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

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

1. The Preliminary Plat is approved per plat drawing dated signed May 26, 2022 and with amendments dated September 19, 2022 and October 14, 2022. Any deviation from the approved plat drawing,

except as provided herein, shall require further review by the Planning Commission and approval by the County Board.

2. No access shall be granted from Lofton Avenue / CSAH 24; all driveways must access 320th Street.
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 enter into a Developer's Agreement with Chisago Lake Township Road Authority. The Developer's Agreement shall address concerns identified by the township in Chisago Lake Town Board Resolution No. 2022-10-18-A, including concerns relating to infrastructure improvements (i.e., review / approval of construction plans, effectuation and timing of improvements, responsibility of costs related to improvements, and financial surety), driveway access, reimbursement of costs related to review of the plat, and access easement for stormwater facilities. The applicant shall submit the fully executed Developer's Agreement at time of submission of request for Final Plat. The request for Final Plat will not be considered complete unless accompanied by the fully executed Developer's Agreement.
5. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota, this 3rd day of November, 2022.

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

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 13
Title of Item for Consideration: Frank Dusenka Debora Dusenka Rezoning Request from Rural Residential II to Agricultural	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning
Previous Action on this Matter: None.	

Background: Property owners Frank and Debora Dusenka, have applied for the Rezoning of four parcels totaling 45+ acres in size from Rural Residential II (RRII) District to Agricultural (AG) District. The subject properties are located at 35089 Wild Mountain Road / CSAH 16, Shafer Township, PID#'s 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00.

At their meeting of November 3, 2022, the Planning Commission conducted the requisite public hearing and unanimously (5-0) recommended approval of the rezoning of the four subject parcels with adoption of Resolution No. PC2022-1101. An Ordinance of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Note also that Section 8. Of said draft ordinance identifies and authorizes "summary publication" in accordance with MN Statutes 375.51 if so adopted.

Attachment(s):

- Draft Ordinance No.1116___ Approving the Rezoning
- Planning Commission Staff Report
- Planning Commission Minutes

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the Planning Commission recommendation approve the Frank and Debora Dusenka request. The suggested motion to approve this action is as follows:

"Move to enact Ordinance No. 1116____ approving the rezoning of the properties described as 35089 Wild Mountain Road / CSAH 16, Shafer Township, PID#'s 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00, from Rural Residential II (RRII) Zoning District to Agricultural (AG) Zoning District"

Implications of Action: Recommended Board action recognizes findings/factors of approval and changes the zoning of the subject property to AG – Agricultural land use zoning district.

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.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY
STATE OF MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE REZONING OF PIDS 08.00004.20, 08.00018.15, 08.00003.00 AND 08.00128.00 FROM RURAL RESIDENTIAL II (RRII) DISTRICT TO AGRICULTURAL (AG) DISTRICT

Section 1. That Frank Dusenka and Debora Dusenka, property owners, submitted an application dated received September 29, 2022 and considered complete on October 5, 2022 for the Rezoning of four parcels from Rural Residential II (RRII) District to Agricultural (AG) District.

Section 2. That the subject properties are located at 35089 Wild Mountain Road / CSAH 16 in Shafer Township.

Section 3. That the subject area is 45± acres in size and the subject parcels are legally described as:

PIDs 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00

Parcel 3: That part of the Northeast Quarter of the Northwest Quarter and that part of the Northwest Quarter of the Northeast Quarter, both of Section 12, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows: Commencing at the southwest corner of said Northeast Quarter of the Northwest Quarter; thence Northerly, along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 660 feet to the point of beginning of the parcel to be described; thence continuing Northerly, along said west line, to the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence Easterly along the North line of said Northeast Quarter of the Northwest Quarter, to a point distant 300.00 feet Westerly of the Northeast corner of said Northeast Quarter of the Northwest Quarter; thence Southeasterly, to a point on the East line of said Northeast Quarter of the Northwest Quarter, distant 300.00 feet Southerly of the Northeast corner of said Northeast Quarter of the Northwest Quarter; thence Southeasterly, along a line which if extended would intersect the South line of said Northwest Quarter of the Northeast Quarter at a point distant 400.00 feet Easterly of the Southwest corner of said Northwest Quarter of the Northeast Quarter, to a line drawn Easterly, parallel with the South line of said Northeast Quarter of the Northwest Quarter, from the point of beginning; thence Westerly, along said parallel line, to the point of beginning.

And that part of Government Lot 6 of Section 1, Township 34 North, Range 19 West, Chisago County, Minnesota, lying Southwesterly of a line beginning at a point on the West line of said Government Lot 6, distant 340.00 feet Northerly of the Southwest corner of said Government Lot 6, and ending at a point on the South line of said Government Lot 6, distant 300.00 feet Westerly of the South Quarter corner of said Section 1.

And that part of Government Lot 5 of Section 1 and that part of the Southeast Quarter of the Southeast Quarter of Section 2, both of Township 34 North, Range 19 West, Chisago County, Minnesota lying Easterly of the center line of Wild Mountain Road (also known as County State Aid Highway No. 16), lying Southwesterly of the following described "Line A" and lying Southwesterly and Southeasterly of the following described "Line B":

"Line A" is described as commencing at the Southwest corner of said Government Lot 5; thence North 2 degrees 08 minutes 10 seconds West, assumed bearing along the West line of said Government Lot 5, a distance of 1372.54 feet to the point of beginning of said "Line A"; thence South 52 degrees 43 minutes 51 seconds East, a distance of 1108.00 feet to a point hereinafter known as "Point A"; thence North 37 degrees 16 minutes 09 seconds East, a distance of 275.00 feet; thence South 52 degrees 43 minutes 51 seconds East, a distance of 175.00 feet; thence South 37 degrees 16 minutes 09 seconds West, a distance of 275.00 feet; thence South 52 degrees 43 minutes 51 seconds East, to the East line of said Government Lot 5 and said "Line A" there terminating.

"Line B" is described as commencing at the Southwest corner of said Government Lot 5; thence North 2 degrees 08 minutes 10 seconds West, assumed bearing along the West line of said Government Lot 5, a distance of 1372.54 feet; thence South 60 degrees 29 minutes 18 seconds East, a distance of 400.00 feet; thence South 22 degrees 38 minutes 45 seconds West, a distance of 55.80 feet to aforesaid "Line A"; thence South 52 degrees 43 minutes 51 seconds East, along said "Line A", a distance of 243.22 feet, to the point of beginning of said "Line B"; thence South 54 degrees 57 minutes 36 seconds West, a distance of 440.26 feet; thence North 69 degrees 24 minutes 59 seconds West, a distance of 253.63 feet; thence South 55 degrees 03 minutes 54 seconds West, a distance of 225 feet, more or less, to the center line of Wild Mountain Road and said "Line B" there Terminating.

Excepting therefrom the following described parcel: Commencing at the Southwest Corner of said Section 1; thence Easterly, along the South line of said Section 1, a distance of 8.00 feet to the point of beginning of the exception to be described; thence Northerly, deflecting 94 degrees 36 minutes to the left, a distance of 189.00 feet, thence Easterly, deflecting 90 degrees to the right, a distance of 113.00 feet; thence Southeasterly, deflecting 46 degrees 43 minutes to the right, to the South line of said Section 1; thence Westerly, along said line, to the point of said Exception.

Together with a nonexclusive easement over and across that part of said Government Lot 5 described as follows: Beginning at the above described "Point A"; thence North 37 degrees 16 minutes 09 seconds East, a distance of 275.00 feet; thence South 81 degrees 06 minutes 00 seconds West, a distance of 173.28 feet; thence South 37 degrees 16 minutes 09 seconds West, a distance of 150.00 feet to the above described "Line A"; thence South 52 degrees 43 minutes 51 seconds East, along said "Line A", to the point of beginning of said easement.

Section 4. That notice was provided and on November 3, 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 owners, and invited members of the public to comment.

Section 5. That the Planning Commission unanimously recommended approval of the Rezoning per Resolution No. PC2022-1101.

Section 6. That the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 16, 2022 meeting and found that the Rezoning 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; that the Rezoning is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; that the Rezoning will not cause traffic hazards or congestion; that the Rezoning is reasonably related to the land use goals of the County and the needs of the greater community; and, that the Rezoning is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.

Section 7. That the Board of Commissioners of Chisago County, Minnesota hereby approves the Rezoning of PIDS 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00, as legally described in Section 3., from Rural Residential II (RRII) District to Agricultural (AG) District and ordains that the County's official Zoning Map be amended accordingly.

Section 8. Summary Publication. Due to the length of this ordinance and the associated cost of publication, per MN Statute 375.51, the Board of Commissioners hereby authorizes the publication of a summary ordinance as follows:

"AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE REZONING OF PIDS 08.00004.20, 08.00018.15, 08.00003.00 AND 08.00128.00 FROM RURAL RESIDENTIAL II (RRII) DISTRICT TO AGRICULTURAL (AG) DISTRICT. It is the intent and effect of this ordinance to Rezone four parcels located at 35089 Wild Mountain Road / CSAH 16, Shafer Township from Rural Residential II (RRII) District to Agricultural (AG) District."

A printed copy of the complete ordinance is available for public inspection by any person during regular office hours at the Chisago County Government Center or by standard or electronic mail.

Section 9. That this ordinance shall become effective upon its passage and publication.

Passed and approved this 16th day of November, 2022, by the Chisago County Board of Commissioners.

_____

Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Published in the _____ this _____ day of _____, 2022.

Drafted by:
Chisago County Department of Environmental Services
313 N. Main Street, Suite 240
Center City, MN 55012

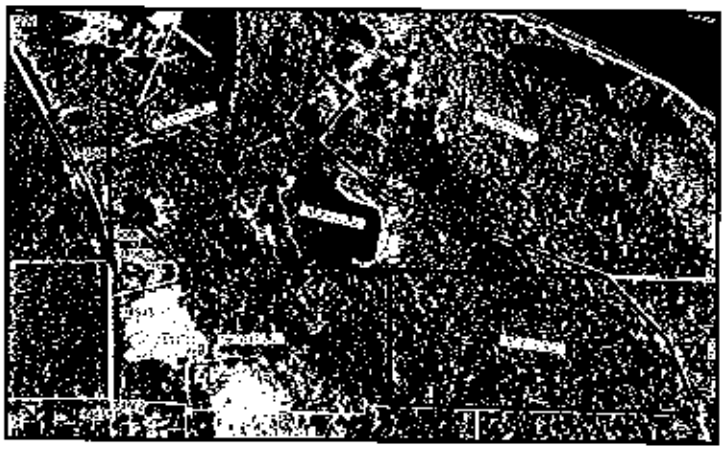
Rezoning:
Rural Residential II District to Agricultural District

Frank & Debora Dusenka
PIDs 08.00004.20, 08.00018.15, 08.00003.20 and 08.00128.00
35089 Wild Mountain Road / CSAH 16
Shafer Township

1

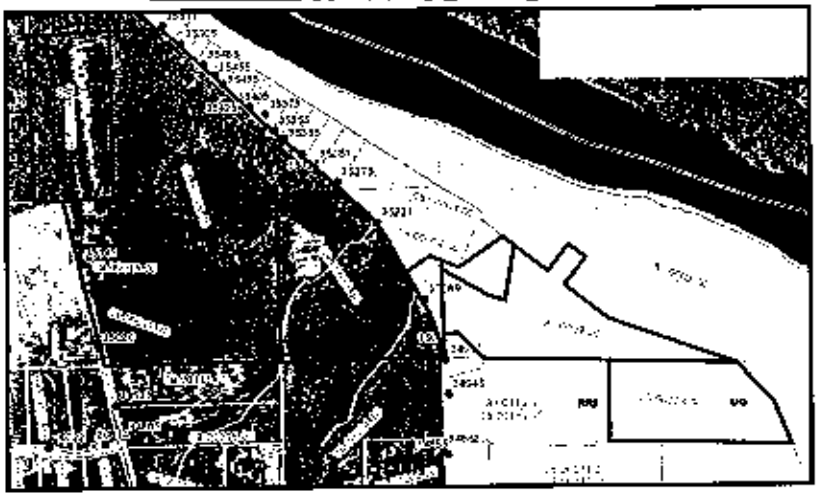
Existing Conditions

- Four parcels - 45± acres combined
- Currently located in Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
- Generally located on east side of Wild Mountain Road / CSAH 16 approx. ¼ mile north of 347th Street / CR 71 and 500' west of St. Croix River
- Subject site is developed with dwelling and accessory structures



2

Existing Zoning



- Subject site is located immediately adjacent to Agricultural (AG) District
- Subject site exceeds dimensional requirements for AG District, when all four subject parcels are combined
- Applicants own five additional parcels on west side of Wild Mountain Road / CSAH 16 in AG District

3

Review Process

Technical Review Committee	Shafer Town Board	60-Day Review Period
October 12, 2022	October 12, 2022	Expires on December 4, 2022
Committee discussed potential need to combine subject parcels	Recommended approval with no conditions	
No other concerns identified		

4

Staff Recommendation

STAFF RECOMMENDATION

Staff believes that the proposed Rezoning complies with and is consistent with the intent of the County's Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, **staff recommends approval**.

****

Staff notes that draft Resolution No. PC2022-1101 does not include any recommended conditions of approval, and staff would encourage the Planning Commission to consider a condition of approval requiring that all four parcels be combined. Staff's recommended condition of approval is as follows:

1. In order for all subject parcels to meet the minimum dimensional requirements of the Agricultural (AG) District, the applicants shall combine all four subject parcels into a single parcel. Any parcels that cannot be combined by the Chisago County Auditor-Treasurer's Office shall be "tied together" for zoning and building purposes by the Department of Environmental Services.

5

Options & Action Requested

OPTIONS

1. Recommend that the County Board **approve** the Rezoning as presented or amended.

2. Should the Planning Commission determine that the proposed Rezoning does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Rezoning based on factors deemed appropriate.

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 December 4, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1101, a resolution recommending approval of the Rezoning of PIDs 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00 from Rural Residential II (RRII) District to Agricultural (AG) District, as presented or amended.

6

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Rezoning of 45± Acres from Rural Residential II District to Agricultural District
35089 Wild Mountain Road, Shafer Township
DATE: November 3, 2022

ACTION TO CONSIDER

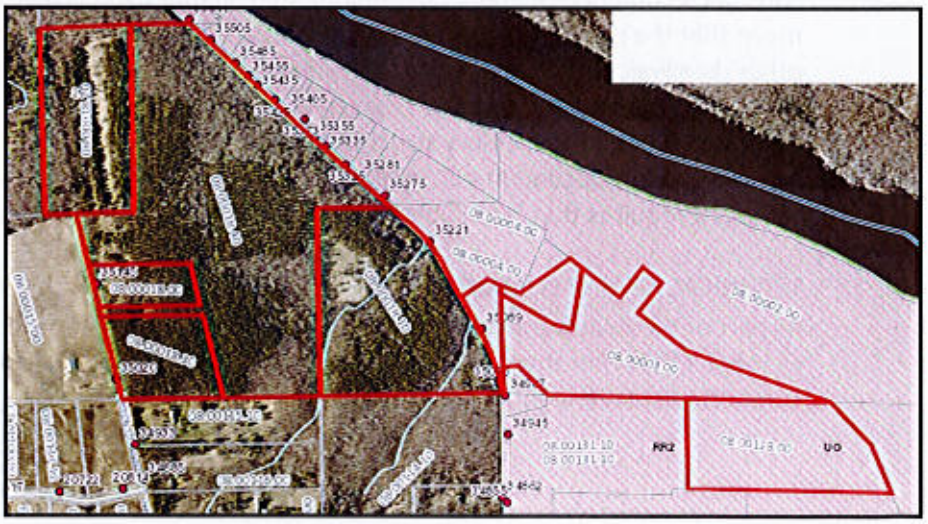
The Planning Commission will conduct a public hearing to consider the Rezoning of 45± acres from Rural Residential II (RRII) District to Agricultural (AG) District.

SITE & APPLICATION INFORMATION

Property Owner(s):	Frank & Debora Dusenka
Applicant(s):	Frank & Debora Dusenka
General Location:	35089 Wild Mountain Road / CSAH 16 Shafer Township Section 23, Township 37, Range 22
PIDs:	08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00
Property Area:	45± Acres
Current Zoning:	Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
Adjacent Zoning:	
North:	Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
South:	Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
West:	Agricultural (AG) District
East:	Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District
Date Application Received:	September 29, 2022
Date Application Complete:	October 5, 2022
60-Day Review Period:	December 4, 2022

BACKGROUND

Frank & Debora Dusenka own a total of nine properties near and adjacent to Wild Mountain Road / CSAH 16 (outlined in red in the adjacent image). The five properties located on the west side of Wild Mountain Road / CSAH 16 are zoned Agricultural (AG) District and the four properties located on the east side are zoned Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District. The Dusenkas are requesting that the



four parcels on the east side of Wild Mountain Road / CSAH 16, totaling 45± acres, be Rezoned from RRII District to AG District so that the zoning – and, thereby, use – of all nine parcels is consistent. The subject area (four parcels on east side of road) has been developed with a dwelling and accessory structures and, based on conversation, it's staff's understanding that the Dusenkas wish to have additional accessory storage structures / space to support their tree farm. Additional accessory structures / space will only be possible if the property is Rezoned to AG District.

SITE & PROPOSAL ANALYSIS

The subject area is located on the east side of Wild Mountain Road / CSAH 16 in Shafer Township, approximately one-quarter mile north of 347th Street / CR 71 and 500' west of the St. Croix River (at its closest point). The area is heavily wooded and, given its proximity to the river, the elevations range widely from 832' near the roadway to 774' near the easterly property boundary / dwelling. Surrounding properties vary widely in size from two acres to 75 acres, with most surrounding properties either being vacant or developed for residential purposes.

As previously stated, the subject area is currently zoned RRII District and the property owners are requesting that it be Rezoned to AG District. Additionally, the subject area is located in the Upper St. Croix Overlay (UO) District. Below are descriptions for each district:

- The **RRII District** is intended to provide a transition area between agricultural areas and higher density rural residential areas.

- The **AG District** is intended to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas.

- The purpose of the **UO District** is to protect and preserve the existing natural, scenic and recreational values of the St. Croix River, and to provide for development activities which do no detract from these values.

The subject area consists of four separate parcels totaling approximately 45± acres. From a zoning perspective, it's feasible that the property owners could develop each of the four parcels today given that they're presumably legal lots of record; however, in order for these parcels to meet the minimum dimensional requirements of the AG District, staff would encourage the Planning Commission to consider a condition of approval requiring that all four parcels be combined. A lot combination would mean that the subject area becomes one parcel and the property owners would not be able to add any other dwellings, unless they can subdivide in a way that meets the minimum requirements of the AG District. The property owners have given no indication that they wish to further develop (beyond additional detached accessory structures) or subdivide the subject area. Further, upon review of the Trustee's Deed (Document #325439 on file with the Chisago County Recorder's Office), a restrictive covenant requires that "the subject property shall remain as one parcel and shall not be subdivided".

TECHNICAL REVIEW COMMITTEE & STAFF COMMENTS

As part of the review process, the Technical Review Committee met with the property owners on October 12th. Other than discussing the potential requirement of combining the four subject parcels, the committee did not identify any concerns during its review.

REZONING FINDINGS OF FACT

Zoning Ordinance Section 8.08 (Amendments and Rezoning) states that the Planning Commission shall consider possible effects of the proposed Rezoning 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	*The proposed Rezoning would limit further development of the subject site thereby stabilizing or reducing impact on existing facilities and utilities.*
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 Rezoning will adjust an existing zoning district boundary between the Rural Residential II (RRII) District and the Agricultural (AG) District. Being that the RRII and AG Districts currently abut cohesively, the County finds that the proposed Rezoning will not cause undue negative impacts to the subject property or neighboring properties or deter future development.*
Factor #3	The amendment will not cause traffic hazard or congestion;
Finding #3	*The subject site has been developed for single family residential purposes and the applicant are not proposing any further development at this time. The County finds that the proposed Rezoning will have no impact on traffic.*
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 Rezoning meets the intent of the land use goals identified in Chapter 9 of the Comprehensive Plan by preserving the County's rural character and supporting compatible agricultural and rural residential development in the County.*
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 proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the County finds that the proposed Rezoning of Rural Residential II (RRII) District to Agricultural (AG) District meets the intent and purposes of the Zoning Ordinance in that the existing use of the subject area (single family residence and accessory structures) meets the intent of the AG District while still remaining compatible with the adjacent RRII District.*

TOWNSHIP RECOMMENDATION

The Shafer Town Board reviewed the proposed Rezoning at its October 12th meeting and recommended approval with no conditions.

STAFF RECOMMENDATION

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

OPTIONS

1. Recommend that the County Board **approve** the Rezoning as presented or amended.

2. Should the Planning Commission determine that the proposed Rezoning does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Rezoning 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 December 4, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-1101, a resolution recommending approval of the Rezoning of PIDs 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00 from Rural Residential II (RRII) District to Agricultural (AG) District, as presented or amended.

ATTACHMENTS

1. Application dated received September 29, 2022
2. Aerial location map (1) – subject area
3. Aerial location map (2) – Dusenka properties with zoning
4. Draft Resolution No. PC2022-1101

CC: Frank & Debora Dusenka, property owners
County file

Permit # 22 - 2058

Recording Fee 46.00
Base Fee 525.00
Wetland or Septic Fees
Plat Compliance Fee
TOTAL FEE 571.00

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Street Location 35089 WILD MTN RD Tax Parcel # SEE ATTACHED

Legal Description SEE ATTACHED E-Mail Address [redacted]

Owner: FRANK E & DEBORA DUSENKA Day Phone [redacted]

Address 35089 WILD MTN RD TAYLORS FALLS, MN 55084

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

Address Permit Under: PID # 08.00004.20 S1, T34, R19

Type of Request:

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

Applicable section of ordinance: _____

Description of request: REZONE FROM RR2 to AG

PIDs for Rezoning Acres

08.00018.15	1.5
08.00004.20	3.4
08.00003.00	20.99
08.00038.00	19.48

If Variance Application, Brief Description of Practical Difficulty MAKE CONSISTENT ZONING WITH THE REST OF OUR PROPERTY

D Dusenka Debra Dusenka 9-28-22

Signature of Applicant Date of Application

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

9-29-22
Date Received

10-5-22
Date Complete

12-4-22
60 / 120 Day Review Period

Date of Public Hearing: 11/3/22

Questions? Contact Beth Gervais, Land Services Coordinator at 651-213-8379 or beth.gervais@chisagocountymn.gov

TOWNSHIP PRESENTATION FORM

Street Location 35089 WILD MTN ROAD

Legal Description SEE ATTACHED

Owner Name FRANK E & DEBORAH DUSENKA **Day Phone:** [redacted]

Address: 35089 WILD MTN RD TAYLORS FALLS MN 55084

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

Address: _____

Type of Request:

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

Description of Request: _____

Date of County Public Hearing: November 3, 2022

Date of Township Presentation: 10/13/22

Shafer

TOWNSHIP ACTION TAKEN

Approved ☒ **Denied** ☐

Reasons and Conditions: _____

Signature of Township Officers:

Carl Kalk Sr
Jon Lund
John D. Huff

Dusenka Frank Dusenka
Signature of Applicant

9-28-22
Date

Frank & Debora Dusenka - Aerial Photo

Frank and Debora Dusenka - property owners, are requesting the Rezoning of four parcels, totaling 45± acres, from Rural Residential II (RRII) District to Agricultural (AG) District. The four parcels are located at 35089 Wild Mountain Road, Shafer Township, S1, T34, R19 (PID# 08.00004.20, 08.00018.15, 08.0003.00 and 08.00128.00).

Dusenka Property -

Shafer Township
S1, T34, R19
PID # 03.00223.00

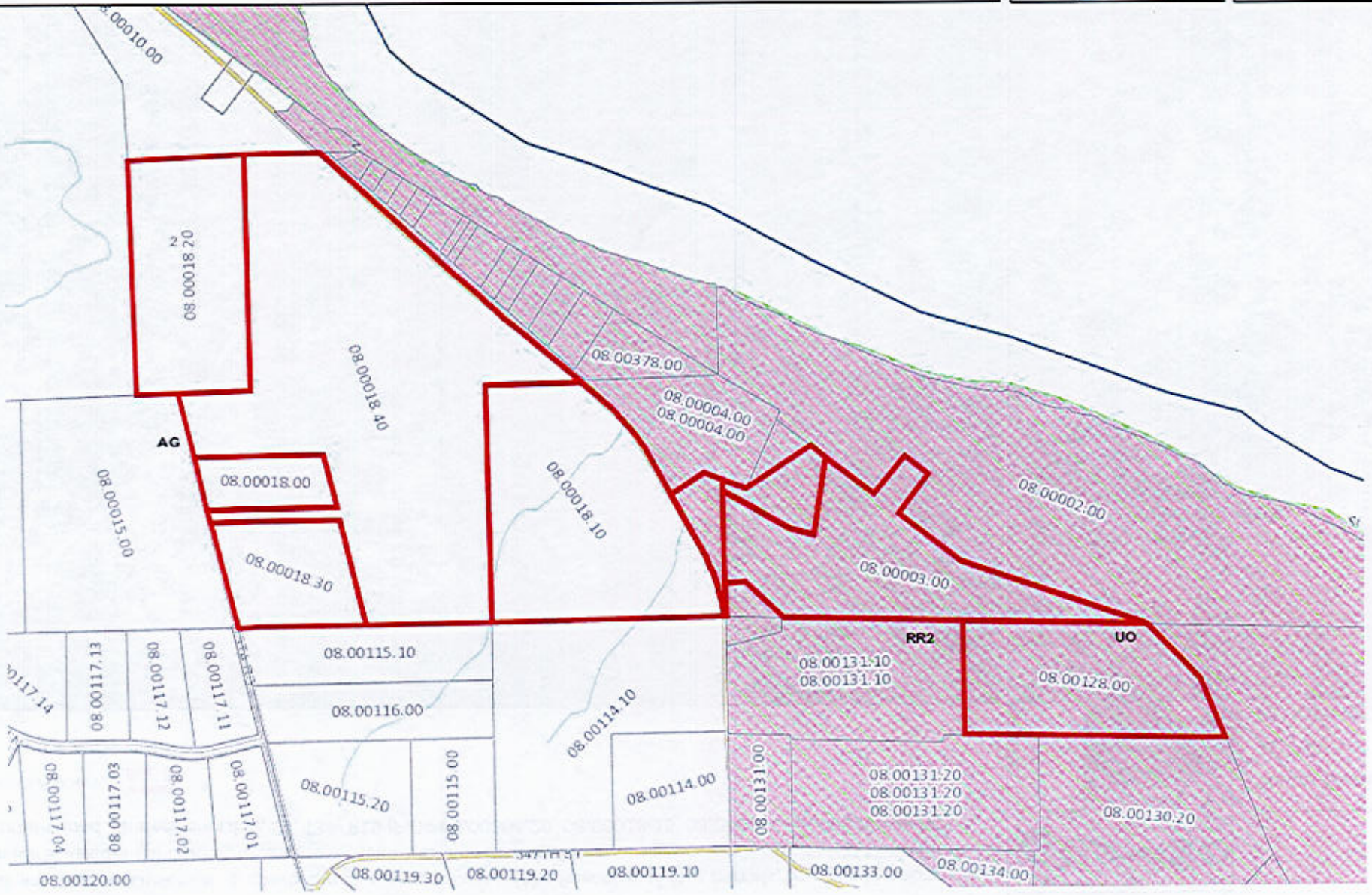


Frank & Debora Dusenka - Aerial Photo

Frank and Debora Dusenka - property owners, are requesting the Rezoning of four parcels, totaling 45± acres, from Rural Residential II (RRII) District to Agricultural (AG) District. The four parcels are located at 35089 Wild Mountain Road, Shafer Township, S1, T34, R19 (PID# 08.00004.20, 08.00018.15, 08.0003.00 and 08.00128.00).

Dusenka Property -

Shafer Township
S1, T34, R19
PID # 03.00223.00



RESOLUTION NO. PC2022-1101

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE REZONING OF PIDS 08.00004.20, 08.00018.15, 08.00003.00 AND 08.00128.00 FROM RURAL RESIDENTIAL II (RRII) DISTRICT TO AGRICULTURAL (AG) DISTRICT

WHEREAS, Frank Dusenka and Debora Dusenka, property owners, submitted an application dated received September 29, 2022 and considered complete on October 5, 2022 for the Rezoning of four parcels from Rural Residential II (RRII) District to Agricultural (AG) District; and

WHEREAS, the subject properties are located at 35089 Wild Mountain Road / CSAH 16 in Shafer Township; and

WHEREAS, the subject area is 45± acres in size and the subject parcels are legally described as:

PIDs 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00

Parcel 3: That part of the Northeast Quarter of the Northwest Quarter and that part of the Northwest Quarter of the Northeast Quarter, both of Section 12, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows: Commencing at the southwest corner of said Northeast Quarter of the Northwest Quarter; thence Northerly, along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 660 feet to the point of beginning of the parcel to be described; thence continuing Northerly, along said west line, to the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence Easterly along the North line of said Northeast Quarter of the Northwest Quarter, to a point distant 300.00 feet Westerly of the Northeast corner of said Northeast Quarter of the Northwest Quarter; thence Southeasterly, to a point on the East line of said Northeast Quarter of the Northwest Quarter, distant 300.00 feet Southerly of the Northeast corner of said Northeast Quarter of the Northwest Quarter; thence Southeasterly, along a line which if extended would intersect the South line of said Northwest Quarter of the Northeast Quarter at a point distant 400.00 feet Easterly of the Southwest corner of said Northwest Quarter of the Northeast Quarter, to a line drawn Easterly, parallel with the South line of said Northeast Quarter of the Northwest Quarter, from the point of beginning; thence Westerly, along said parallel line, to the point of beginning.

And that part of Government Lot 6 of Section 1, Township 34 North, Range 19 West, Chisago County, Minnesota, lying Southwesterly of a line beginning at a point on the West line of said Government Lot 6, distant 340.00 feet Northerly of the Southwest corner of said Government Lot 6, and ending at a point on the South line of said Government Lot 6, distant 300.00 feet Westerly of the South Quarter corner of said Section 1.

And that part of Government Lot 5 of Section 1 and that part of the Southeast Quarter of the Southeast Quarter of Section 2, both of Township 34 North, Range 19 West, Chisago County, Minnesota lying Easterly of the center line of Wild Mountain Road (also known as County State Aid Highway No. 16), lying Southwesterly of the following described "Line A" and lying Southwesterly and Southeasterly of the following described "Line B":

"Line A" is described as commencing at the Southwest corner of said Government Lot 5; thence North 2 degrees 08 minutes 10 seconds West, assumed bearing along the West line of said Government Lot 5, a distance of 1372.54 feet to the point of beginning of said "Line A"; thence South 52 degrees 43 minutes 51 seconds East, a distance of 1108.00 feet to a point hereinafter known as "Point A"; thence North 37

degrees 16 minutes 09 seconds East, a distance of 275.00 feet; thence South 52 degrees 43 minutes 51 seconds East, a distance of 175.00 feet; thence South 37 degrees 16 minutes 09 seconds West, a distance of 275.00 feet; thence South 52 degrees 43 minutes 51 seconds East, to the East line of said Government Lot 5 and said "Line A" there terminating.

"Line B" is described as commencing at the Southwest corner of said Government Lot 5; thence North 2 degrees 08 minutes 10 seconds West, assumed bearing along the West line of said Government Lot 5, a distance of 1372.54 feet; thence South 60 degrees 29 minutes 18 seconds East, a distance of 400.00 feet; thence South 22 degrees 38 minutes 45 seconds West, a distance of 55.80 feet to aforesaid "Line A"; thence South 52 degrees 43 minutes 51 seconds East, along said "Line A", a distance of 243.22 feet, to the point of beginning of said "Line B"; thence South 54 degrees 57 minutes 36 seconds West, a distance of 440.26 feet; thence North 69 degrees 24 minutes 59 seconds West, a distance of 253.63 feet; thence South 55 degrees 03 minutes 54 seconds West, a distance of 225 feet, more or less, to the center line of Wild Mountain Road and said "Line B" there Terminating.

Excepting therefrom the following described parcel: Commencing at the Southwest Corner of said Section 1; thence Easterly, along the South line of said Section 1, a distance of 8.00 feet to the point of beginning of the exception to be described; thence Northerly, deflecting 94 degrees 36 minutes to the left, a distance of 189.00 feet, thence Easterly, deflecting 90 degrees to the right, a distance of 113.00 feet; thence Southeasterly, deflecting 46 degrees 43 minutes to the right, to the South line of said Section 1; thence Westerly, along said line, to the point of said Exception.

Together with a nonexclusive easement over and across that part of said Government Lot 5 described as follows: Beginning at the above described "Point A"; thence North 37 degrees 16 minutes 09 seconds East, a distance of 275.00 feet; thence South 81 degrees 06 minutes 00 seconds West, a distance of 173.28 feet; thence South 37 degrees 16 minutes 09 seconds West, a distance of 150.00 feet to the above described "Line A"; thence South 52 degrees 43 minutes 51 seconds East, along said "Line A", to the point of beginning of said easement.

Subject to Wild Mountain Road (also Known as County State Aid Highway No. 16).

WHEREAS, notice was provided and on November 3, 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 owners, and invited members of the public to comment; and

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

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 Rezoning would limit further development of the subject site thereby stabilizing or reducing impact on existing facilities and utilities.*

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 Rezoning will adjust an existing zoning district boundary between the Rural Residential II (RRII) District and the Agricultural (AG) District. Being that the RRII and AG Districts currently abut cohesively, the County finds that the proposed Rezoning will not cause undue negative impacts to the subject property or neighboring properties or deter future development.*

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

Finding #3 *The subject site has been developed for single family residential purposes and the applicant are not proposing any further development at this time. The County finds that the proposed Rezoning will have no impact on traffic.*

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 Rezoning meets the intent of the land use goals identified in Chapter 9 of the Comprehensive Plan by preserving the County's rural character and supporting compatible agricultural and rural residential development in the County.*

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 proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the County finds that the proposed Rezoning of Rural Residential II (RRII) District to Agricultural (AG) District meets the intent and purposes of the Zoning Ordinance in that the existing use of the subject area (single family residence and accessory structures) meets the intent of the AG District while still remaining compatible with the adjacent RRII District.*

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the Planning Commission hereby recommends approval of the Rezoning of PIDs 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00 from Rural Residential II (RRII) District to Agricultural (AG) District as requested by Frank & Debora Dusenka.

Adopted by the Planning Commission of Chisago County, Minnesota, this 3rd day of November, 2022.

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

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 14
Title of Item for Consideration: Report and Recommendations from the November 9, 2022 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	***Department:*** County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.	

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its September 13th 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:

Current Year-to-Date Financial Update:

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. **The Committee recommended accepting the reports.**

Honeywell Phase II Project:

At the October 19th, 2022 County Board of Commissioners meeting, the Board decided to proceed with Phase II of the Honeywell Energy Efficiency and Improvement Project.

Unlike Phase I, Phase II is capital projects only and there are NO energy savings in Phase II, all the savings were applied to Phase I.

Phase II Projects:

- HVAC Library Controls, required due to end of life (Wyoming, Chisago City, North Branch)
- VAV Reheats
- Complete reheat controls for Center City Government Building

$1,566,300 is the total cost of Phase II. The County can choose to pay for in 1 of 3 ways or a combination of them; 1) Finance (rate 3.98%, 15 years) 2) CIP 3) ARPA 4) Fund Balance.

Honeywell provided financing options for 5 and 10 years as well.

The B/F Committee recommended funding the Honeywell Phase II project the following way:

ARPA:	$729,577
Building Fund Balance:	$524,750
General Fund Balance:	$311,973
Total	**$1,566,300**

2023 CIP and ARPA:

The Committee discussed the 2023 CIP and the available ARPA funds. The Committee recommended many expenditures. Please see the attachment below.

Attachment:

- Chisago County Capital Improvement Plan – ARPA Plan
- Year to Date Financials
- November 9th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the November 9th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee 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 November 9th Budget and Finance Report.."

And

"move to approve funding the Honeywell Phase II project using $729,577 ARPA funds, $524,750 Building funds and $311,973 from the General Fund for a total of $1,566,300."

And

"move to approve the 2023 CIP and ARPA Plan, as attached."

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.

Administrator's Recommendation

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

Chisago County Capital Improvement Program

Department Summary

Funding Source	2023	2024	2025	2026	2027	Total
ARPA	$ 10,600,982	$ 50,000	$ -	$ -	$ -	$ 10,650,982
Auditor-Treasurer	$ 84,500	$ 63,500	$ 63,500	$ 63,500	$ -	$ 275,000
CCSO	$ 497,165	$ 382,833	$ 394,318	$ 406,147	$ 418,331	$ 2,098,794
Enterprise Services	$ 824,186	$ 717,576	$ 200,200	$ -	$ -	$ 1,741,962
Environmental Services	$ 125,000	$ -	$ -	$ -	$ -	$ 125,000
Facilities & Maintenance	$ 123,000	$ 678,500	$ 270,000	$ -	$ 5,100	$ 1,076,600
HHS	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
Probation	$ 3,200	$ 500	$ 500	$ 500	$ 500	$ 5,200
Public Works	$ 544,000	$ 395,000	$ -	$ 360,000	$ 375,000	$ 1,674,000
Total	**$ 12,882,033**	**$ 2,287,909**	**$ 928,518**	**$ 830,147**	**$ 798,931**	**$ 17,727,538**

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
ARPA							
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0086 ENTS	*ARPA ARMER* Broadband PTT Solution (ARMER Radio to Smartphone)	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ARPA-0087 ENTS	*ARPA ARMER* Increase microwave bandwidth to Nessel ARMER site	$ 1,700	$ -	$ -	$ -	$ -	$ 1,700
ARPA-0092 ENTS	Cisco USC Interconnects / Chassis	$ 229,032	$ -	$ -	$ -	$ -	$ 229,032
ARPA-0093 ENTS	Upgrade Backup Exec Tape Library	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0101 ENTS	Upgrade data center fabric network switches at the ECC data center	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0102 ENTS	Upgrade data center fabric network switches at the Courthouse data c	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	$ 65,000	$ -	$ -	$ -	$ -	$ 65,000
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
ARPA-0180 ENVS	Online Permitting/Licensing Module	$ 95,000	$ 50,000	$ -	$ -	$ -	$ 145,000
ARPA-0182 CCSO	Camera Work Station for Jail	$ 5,061	$ -	$ -	$ -	$ -	$ 5,061
ARPA-0199 ADM	'Old' Jail and White House Demolition	$ 800,000	$ -	$ -	$ -	$ -	$ 800,000
ARPA-0202 ENTS	Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects	$ 53,400	$ -	$ -	$ -	$ -	$ 53,400
ARPA-0240 ENVS	Chisago County Mountain Bike Course	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0261 ENTS	*ARPA ARMER* Upgrade of ARMER Microwave backhaul system- this is a	$ 800,000	$ -	$ -	$ -	$ -	$ 800,000
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
ARPA-0305 ENVS	Water Resources Grant Match	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
ARPA-0306 ENVS	Water Resources Truck	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	$ 121,200	$ -	$ -	$ -	$ -	$ 121,200
ARPA-0333 MNT	Honeywell Phase II	$ 729,577	$ -	$ -	$ -	$ -	$ 729,577
ARPA-0334 ENTS	ARMER Radio Replacement	$ 2,083,300	$ -	$ -	$ -	$ -	$ 2,083,300
ARPA-0335 ADM	Broadband	$ 3,000,000	$ -	$ -	$ -	$ -	$ 3,000,000
ARPA-0336 ADM	School Grants - Vocational Programs	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
ARPA-0337 AUD	Tyler Tax/CAMA Software	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	$ 148,300	$ -	$ -	$ -	$ -	$ 148,300
ARPA-0339 ATT	Children's Services Collaborative	$ 118,298	$ -	$ -	$ -	$ -	$ 118,298
ARPA-0340 ATT	County Attorney - FT Media Services Tech	$ 108,018	$ -	$ -	$ -	$ -	$ 108,018
ARPA-0341 ADM	School Grants - Open Use	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
ARPA-0342 EMGT	Emergency Management - COOP Update	$ 60,000	$ -	$ -	$ -	$ -	$ 60,000
ARPA-0343 MNT	HVAC Replacement - ECC	$ 59,894	$ -	$ -	$ -	$ -	$ 59,894
ARPA-0344 ATT	County Attorney - PT Law Clerk	$ 51,468	$ -	$ -	$ -	$ -	$ 51,468
ARPA-0345 ADM	IT Assessment	$ 35,000	$ -	$ -	$ -	$ -	$ 35,000
ARPA-0346 MNT	JACE Controller	$ 29,600	$ -	$ -	$ -	$ -	$ 29,600
ARPA-0347 AUD	Single Use Audit - ARPA Funds	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
ARPA-0348 JAIL	PPE	$ 13,058	$ -	$ -	$ -	$ -	$ 13,058
ARPA-0349 ADM	Employee Engagement Survey	$ 9,300	$ -	$ -	$ -	$ -	$ 9,300
ARPA-0350 HHS	Public Health Payroll	$ 8,190	$ -	$ -	$ -	$ -	$ 8,190
ARPA-0351 MNT	Air Handler - ECC	$ 6,859	$ -	$ -	$ -	$ -	$ 6,859
ARPA-0352 ENTS	2 Laptops - U of MN Extension	$ 4,200	$ -	$ -	$ -	$ -	$ 4,200
ARPA-0353 LID	Canoe, Motor and Batter - LID	$ 2,132	$ -	$ -	$ -	$ -	$ 2,132
ARPA-0354 ADM	ARPA Advisory Consultant	$ 1,775	$ -	$ -	$ -	$ -	$ 1,775
ARPA-0355 ENTS	Laptop - HHS	$ 1,620	$ -	$ -	$ -	$ -	$ 1,620
ARPA-0356 ADM	Childcare Provider Training Assistance	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
ARPA Total		**$ 10,600,982**	**$ 50,000**	**$ -**	**$ -**	**$ -**	**$ 10,650,982**

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
Auditor-Treasurer							
AUD-0137	Election Equipment Replacement Fund	$ 59,000	$ 59,000	$ 59,000	$ 59,000	$ -	$ 236,000
AUD-0138	Electronic Pollbook Replacement	$ 21,000	$ -	$ -	$ -	$ -	$ 21,000
AUD-0139	Election Results - Storage Media	$ 4,500	$ 4,500	$ 4,500	$ 4,500	$ -	$ 18,000
Auditor-Treasurer Total		**$ 84,500**	**$ 63,500**	**$ 63,500**	**$ 63,500**	**$ -**	**$ 275,000**
CCSO							
CCSO-0141	Sheriff's Office Patrol Vehicle Replacements - 6 squads	$ 372,926	$ 382,833	$ 394,318	$ 406,147	$ 418,331	$ 1,974,555
CCSO-0225	Reserve Deputy Ballistic Vests	$ 9,200	$ -	$ -	$ -	$ -	$ 9,200
CCSO-0235	40LMTS Single Shot Less Lethal	$ 46,750	$ -	$ -	$ -	$ -	$ 46,750
CCSO-0237	Agency Handgun Program	$ 24,500	$ -	$ -	$ -	$ -	$ 24,500
CCSO-0238	Jail Transport Vehicle	$ 43,789	$ -	$ -	$ -	$ -	$ 43,789
CCSO Total		**$ 497,165**	**$ 382,833**	**$ 394,318**	**$ 406,147**	**$ 418,331**	**$ 2,098,794**
Enterprise Services							
ENTS-0028	Replacement of 20 MDC's/Laptops for Sheriff's Office due to age 1/2 were done in 2022	$ 32,500	$ 32,500	$ -	$ -	$ -	$ 65,000
ENTS-0031	5 replacement laptops for HHS	$ 6,175	$ -	$ -	$ -	$ -	$ 6,175
ENTS-0088	MCC 7500E Laptop Consoles (2)	$ 165,000	$ -	$ -	$ -	$ -	$ 165,000
ENTS-0090	Replacement batteries at 2 or more ARMER sites	$ -	$ -	$ 18,000	$ -	$ -	$ 18,000
ENTS-0096	Replace Printer for County Administration	$ 500	$ -	$ -	$ -	$ -	$ 500
ENTS-0098	Replace Fujitsu Scanner in Treasurer's Office	$ 985	$ -	$ -	$ -	$ -	$ 985
ENTS-0099	Replace network cores at ECC, No parts available	$ 515,926	$ -	$ -	$ -	$ -	$ 515,926
ENTS-0103	Replace network switches that support end user devices at the ECC / 91	$ 60,000	$ -	$ -	$ -	$ -	$ 60,000
ENTS-0179	Social Media and Texting archive solution	$ 7,200	$ 7,200	$ 7,200	$ -	$ -	$ 21,600
ENTS-0187	Replace Leibert HVAC system in Courthouse data center, this was funde	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
ENTS-0192	Replace WiFi in County Buildings	$ -	$ -	$ 175,000	$ -	$ -	$ 175,000
ENTS-0203	Replace Cisco network Switches at the LEC	$ -	$ 62,987	$ -	$ -	$ -	$ 62,987
ENTS-0204	Replace Cisco network switches at Public Works - Center City	$ -	$ 53,199	$ -	$ -	$ -	$ 53,199
ENTS-0205	Replace Cisco network switches in NBHHS Data Center	$ -	$ 97,728	$ -	$ -	$ -	$ 97,728
ENTS-0210	Replace Printer for County Administration	$ -	$ 750	$ -	$ -	$ -	$ 750
ENTS-0211	Replace 2 PC's in County Attorney's office	$ -	$ 1,700	$ -	$ -	$ -	$ 1,700
ENTS-0212	Replace PC in HHS	$ -	$ 850	$ -	$ -	$ -	$ 850
ENTS-0213	Replace Printer for HHS	$ -	$ 750	$ -	$ -	$ -	$ 750
ENTS-0214	Replace PC in Enterprise Services	$ -	$ 850	$ -	$ -	$ -	$ 850
ENTS-0216	Replace Printer for Sheriff's Office	$ -	$ 750	$ -	$ -	$ -	$ 750
ENTS-0236	Plotter / Printer for EOC	$ -	$ 1,499	$ -	$ -	$ -	$ 1,499
ENTS-0242	Replace 3 laptops for County Administration	$ -	$ 4,350	$ -	$ -	$ -	$ 4,350
ENTS-0243	Replace 3 PC's in Attorney's Office	$ 3,300	$ -	$ -	$ -	$ -	$ 3,300
ENTS-0244	Replace 6 laptops for County Attorney Office	$ 8,700	$ -	$ -	$ -	$ -	$ 8,700
ENTS-0245	Replace laptop for Assessor's Department	$ 1,450	$ -	$ -	$ -	$ -	$ 1,450
ENTS-0246	Replace laptop in Auditor's Department	$ 1,450	$ -	$ -	$ -	$ -	$ 1,450
ENTS-0247	Replace 2 Desktop PC's in Probation	$ -	$ 2,200	$ -	$ -	$ -	$ 2,200
ENTS-0248	Replace 2 laptops in Probation due to age	$ 2,900	$ -	$ -	$ -	$ -	$ 2,900
ENTS-0250	Replace 4 PC's in ECC / 911 Center due to age	$ 4,400	$ -	$ -	$ -	$ -	$ 4,400

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
Ent ENTS-0251	Replace 2 PC's in HHS due to age	$ 2,200	$ -	$ -	$ -	$ -	$ 2,200
ENTS-0252	Replace 32 Laptops in HHS due to age	$ -	$ 46,400	$ -	$ -	$ -	$ 46,400
ENTS-0253	Replace 8 laptops in the Jail due to age	$ -	$ 10,150	$ -	$ -	$ -	$ 10,150
ENTS-0254	Replace 3 Desktop PC's in the Jail due to age	$ 3,300	$ -	$ -	$ -	$ -	$ 3,300
ENTS-0255	Replace "all in one" printer for Sheriff's Office due to age	$ 750	$ -	$ -	$ -	$ -	$ 750
ENTS-0256	Replace 6 Desktop PC's in Sheriff's Office due to age	$ 6,600	$ -	$ -	$ -	$ -	$ 6,600
ENTS-0257	Replace 4 Laptops in Sheriff's Office due to age	$ -	$ 5,800	$ -	$ -	$ -	$ 5,800
ENTS-0258	Vet's Affairs replace 1 laptop due to age	$ -	$ 1,450	$ -	$ -	$ -	$ 1,450
ENTS-0259	Replace 1 printer due to age in Zoning	$ 850	$ -	$ -	$ -	$ -	$ 850
ENTS-0260	Replace 3 laptops in Zoning due to age	$ -	$ 4,350	$ -	$ -	$ -	$ 4,350
ENTS-0263	Upgrade dedicated high volume edge switches for Telephones, Security Video, and Server Management	$ -	$ 182,113	$ -	$ -	$ -	$ 182,113
Enterprise Services Total		**$ 824,186**	**$ 717,576**	**$ 200,200**	**$ -**	**$ -**	**$ 1,741,962**
Environmental Services							
ENVS-0114	7 - Ki-Chi-Saga Playground Swing	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0115	2 - Parking Lot Gravel & Grading Frandsen/Checkerboard Parks	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
ENVS-0116	3 - Swedish Immigrant Regional Trail Pavement Repair	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0118	4 - Parks 1998 Tractor Trailer Replacement	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0119	5 - Parks 2001 Trailer Replacement	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0239	1 - Parks Maintenance Facility Well	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0241	6 - Sunrise Prairie Regional Trail-Subgrade Correction and Paving	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
Environmental Services Total		**$ 125,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 125,000**
Facilities & Maintenance							
MNT-0054	PCS (public safety center): crackfill ,sealcoat ,re stripe of parking lots an	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000
MNT-0055	Courthouse lots: east lot, handicap and judges, crackfill ,sealcoat ,re stri	$ 5,000	$ -	$ -	$ -	$ -	$ 5,000
MNT-0061	Replace water heater at the Courthouse	$ 7,500	$ -	$ -	$ -	$ -	$ 7,500
MNT-0063	Replace carpet in the main public hallways of the 1989 Courthouse.	$ -	$ 60,000	$ -	$ -	$ -	$ 60,000
MNT-0072	Replace furnace at Almelund PW building.	$ -	$ -	$ -	$ -	$ 5,100	$ 5,100
MNT-0076	Replace exterior doors at North Branch HHS	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000
MNT-0080	Replace boilers at 3 Chisago county libraries (Chisago Lakes, Wyoming c	$ -	$ -	$ 240,000	$ -	$ -	$ 240,000
MNT-0094	Replacement APC Automatic Transfer Switches (ATS) for AC power, multi	$ 9,500	$ -	$ -	$ -	$ -	$ 9,500
MNT-0186	Repair / replace retaining wall around large parking lot at the Courthou	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000
MNT-0190	Replace standby generators Courthouse.	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000
MNT-0191	Replace old alarm system in the 89 side of the Courthouse & DES	$ -	$ 80,000	$ -	$ -	$ -	$ 80,000
MNT-0193	Replace analog cameras in Courthouse for courthouse security	$ -	$ -	$ 30,000	$ -	$ -	$ 30,000
MNT-0215	Replace Forensic Workstation in Sheriff's Office	$ -	$ 8,500	$ -	$ -	$ -	$ 8,500
MNT-0219	Better Hallway Signage on 3rd floor	$ 1,000	$ -	$ -	$ -	$ -	$ 1,000
MNT-0267	Fencing and Parking Gate at PSC	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Facilities & Maintenance Total		**$ 123,000**	**$ 678,500**	**$ 270,000**	**$ -**	**$ 5,100**	**$ 1,076,600**

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
HHS							
HHS-0195	Child Protection interview/visitation rooms	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000
HHS-0196	HHS Interview Rooms	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000
HHS Total		**$ 80,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 80,000**
Probation							
PBTN-0249	Add 1 WDA / Laptop to Probation *May need added software licenses for Pro Phoenix	$ 3,200	$ 500	$ 500	$ 500	$ 500	$ 5,200
Probation Total		**$ 3,200**	**$ 500**	**$ 500**	**$ 500**	**$ 500**	**$ 5,200**
Public Works							
PWKS-0171	Tandem Snow Plow Truck	$ 170,000	$ 160,000	$ -	$ -	$ -	$ 330,000
PWKS-0172	Tandem Snow Plow Truck	$ 170,000	$ 160,000	$ -	$ -	$ -	$ 330,000
PWKS-0175	Tandem Snow Plow Truck	$ -	$ -	$ -	$ 360,000	$ -	$ 360,000
PWKS-0176	Tandem Snow Plow Truck	$ -	$ -	$ -	$ -	$ 375,000	$ 375,000
PWKS-0208	1-ton Work Truck	$ -	$ 75,000	$ -	$ -	$ -	$ 75,000
PWKS-0209	1-ton Work Truck	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
PWKS-0227	Survey Equipment	$ 74,000	$ -	$ -	$ -	$ -	$ 74,000
PWKS-0233	Fuel Island Repairs	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
Public Works Total		**$ 544,000**	**$ 395,000**	**$ -**	**$ 360,000**	**$ 375,000**	**$ 1,674,000**
Total		**$ 12,882,033**	**$ 2,287,909**	**$ 928,518**	**$ 830,147**	**$ 798,931**	**$ 17,727,538**

$10,600,982	ARPA
$2,281,051	CIP

Chisago County
MINNESOTA
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, November 9, 2022

3:00 PM • Boardroom

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

PROPOSED AGENDA

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

II. Honeywell Phase II Project
   A. How to Fund?

III. 2023 CIP and ARPA Funding
   - Current CIP/ARPA Allocations and Requests
   - Other CIP/ARPA Requests
   - Work Session for Hometown Fiber

IV. Other B/F Items

OPERATING BUDGET VS ACTUAL

I.

(BUDGETED AMOUNTS INCLUDE AMENDMENTS AND CARRYOVERS)

AS OF 10/31/2022

83% OF YEAR COMPLETE

	2022 Budget w/ Amendments	As of 10/31/2022	% of Budget
GENERAL FUND			
Board of Commissioners	405,511.00	283,417.14	70%
District Court	216,500.00	138,330.13	64%
Law Library	154,087.00	30,304.69	20%
County Administrator	637,739.00	612,332.03	96%
Auditor-Treasurer	1,145,146.00	638,438.78	56%
Audit	70,000.00	1,485.00	2%
Assessor	953,936.00	779,386.42	82%
Enterprise Services	5,791,212.00	4,315,319.66	75%
Central Services	117,089.00	76,306.39	65%
Elections	230,197.00	132,592.50	58%
County Attorney	2,130,297.00	1,596,034.42	75%
County Attorney Forfeiture	-	509.83	
Recorder	379,088.00	277,340.70	73%
Recorder Compliance/Technology	2,074,645.00	24,050.44	1%
Maintenance	1,668,170.00	1,276,784.44	77%
Planning & Zoning	1,139,812.00	984,711.56	86%
General Government	1,086,911.00	1,786,570.55	164%
Non County Expense	4,700.00	2,972.00	63%
Contingency	109,747.00	-	0%
Sheriff	7,147,266.00	5,787,407.18	81%
Sheriff Forfeitures	32,210.00	-	0%
Boat & Water	52,980.00	953.10	2%
Sheriff's Reserve	5,436.00	1,620.39	30%
Snowmobile Safety	-	887.35	
Sheriff's Contingency	3,316.00	-	0%
Gun Permits	224,326.00	17,264.98	8%
Project Lifesaver	5,121.00	-	0%
Public Safety Grants	24,944.00	63,410.96	254%
Coroner	136,869.00	107,956.75	79%
County Jail	4,522,533.00	3,337,310.97	74%
Jail Canteen	98,850.00	10,531.22	11%
Probation & Parole	1,278,665.00	960,734.19	75%
Emergency Management	133,358.00	101,458.24	76%
E-911	233,664.00	-	0%
Controlled Substances - Share of Fines	7,162.00	-	0%
Historical Society	30,210.00	30,210.00	100%
Regional Library	701,000.00	693,064.00	99%
Parks	445,932.00	371,360.61	83%
County Agricultural Society	16,000.00	16,000.00	100%
County Extension Services	133,500.00	95,905.05	72%
Soil & Water	718,700.00	515,132.63	72%
Water Quality Grant	354,133.00	60,237.46	17%
Sewer Grants	34,397.00	6,500.00	19%

OPERATING BUDGET VS ACTUAL

(BUDGETED AMOUNTS INCLUDE AMENDMENTS AND CARRYOVERS)

AS OF 10/31/2022

83% OF YEAR COMPLETE

	2022 Budget w/ Amendments	As of 10/31/2022	% of Budget
Wetland Grant	109,994.00	87,578.35	80%
Watercraft Inspection	400,848.00	141,733.20	35%
Economic Development	82,000.00	40,931.00	50%
Heartland Express	-	1,543.74	
TOTAL GENERAL FUND	***$ 35,248,201.00***	***$ 25,406,618.05***	***72%***
SELF INSURANCE FUND			
Other General Government	300,000.00	40,655.34	14%
TOTAL SELF INSURANCE FUND	***$ 300,000.00***	***$ 40,655.34***	***14%***
ROAD AND BRIDGE FUND			
Surveyor	160,110.00	127,222.25	79%
Highway Administration	372,660.00	302,733.30	81%
Highway Engineering	1,536,690.00	2,464,118.98	160%
Highway Construction	11,536,893.00	11,399,210.54	99%
Highway Maintenance	5,234,846.00	4,388,811.19	84%
Equipment Maintenance/Shop	1,325,618.00	1,153,586.88	87%
Traffic Operations	551,975.00	463,052.88	84%
TOTAL ROAD AND BRIDGE FUND	***$ 20,718,792.00***	***$ 20,298,736.02***	***98%***
HEALTH AND HUMAN SERVICES			
Veterans Service	217,824.00	172,159.42	79%
Income Maintenance	3,708,596.00	2,742,005.47	74%
Social Services	10,586,147.00	7,334,913.86	69%
Local Collaborative	-	81,502.18	
Public Health Nursing	2,123,763.00	1,515,316.24	71%
TOTAL HEALTH AND HUMAN SERVICES	***$ 16,636,330.00***	***$ 11,845,897.17***	***71%***
BUILDING FUND			
General Government	524,750.00	-	
Score Grant Fund	17,000.00	-	
TOTAL BUILDING FUND	***$ 541,750.00***	***$ -***	***0%***

OPERATING BUDGET VS ACTUAL

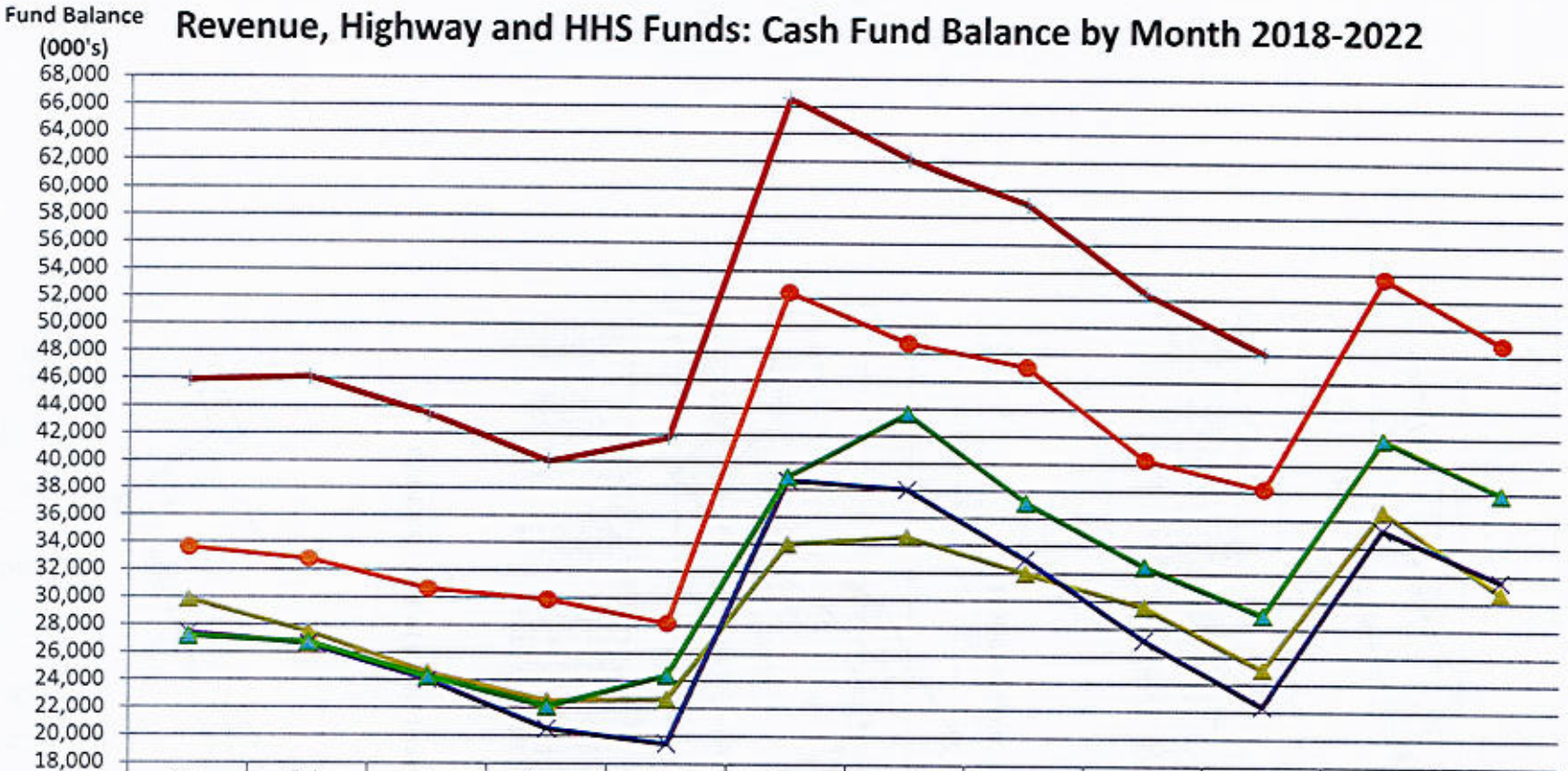
(BUDGETED AMOUNTS INCLUDE AMENDMENTS AND CARRYOVERS)

AS OF 10/31/2022

83% OF YEAR COMPLETE

	2022 Budget w/ Amendments	As of 10/31/2022	% of Budget
CAPITAL EQUIPMENT FUND			
County Administrator	30,000.00	5,100.00	17%
Auditor-Treasurer	99,800.00	32,990.00	33%
Data Processing	421,022.00	110,024.29	26%
Maintenance	137,100.00	12,580.50	9%
Other General Government	309,026.00	55,944.50	18%
Sheriff	565,438.00	418,777.26	74%
County Jail	222,425.00	34,476.38	16%
Highway	2,355,226.00	1,357,059.59	58%
Parks	517,400.00	249,897.06	48%
TOTAL CAPITAL EQUIPMENT FUND	***$ 4,657,437.00***	***$ 2,276,849.58***	***49%***
SOLID WASTE FUND			
Score Grant Fund	300,068.00	142,243.05	47%
HHW Operations	539,289.00	243,833.25	45%
TOTAL SOLID WASTE FUND	***$ 839,357.00***	***$ 386,076.30***	***46%***
PARK ACQUISITION & IMPROVEMENT FUND			
Parks	1,396,802.00	38,723.25	3%
TOTAL PARK ACQ & IMPV FUND	***$ 1,396,802.00***	***$ 38,723.25***	***3%***
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	380,671.00	236,338.48	62%
TOTAL LAKE IMPV DISTRICT MAINT	***$ 380,671.00***	***$ 236,338.48***	***62%***
DEBT SERVICE FUND			
Road Debt	10,053,979.00	10,034,003.07	100%
HHS Debt	1,290,854.00	1,290,634.75	100%
Library Debt	1,818,238.00	1,801,875.33	99%
Jail Debt	1,047,729.00	992,287.50	95%
Business Park Bonds	2,427,862.00	2,438,799.13	100%
Capital Projects	670,520.00	630,602.50	94%
TOTAL DEBT SERVICE FUND	***$ 17,309,182.00***	***$ 17,188,202.28***	***99%***
TOTAL ALL FUNDS	***$ 98,028,522.00***	***$ 77,718,096.47***	***79%***

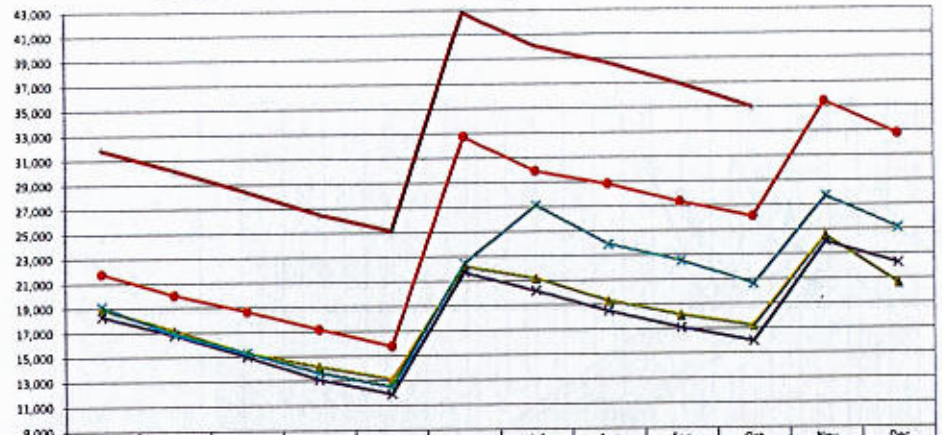
Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2018-2022



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	29,855	27,499	24,588	22,538	22,655	34,007	34,595	31,975	29,566	25,099	36,671	30,685
2019	27,411	26,615	24,030	20,479	19,428	38,669	38,040	32,978	27,162	22,394	35,294	31,582
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900	28,211	52,436	48,767	47,036	40,338	38,222	53,683	48,855
2022	45,863	46,089	43,418	40,026	41,748	66,560	62,198	58,915	52,458	48,096		

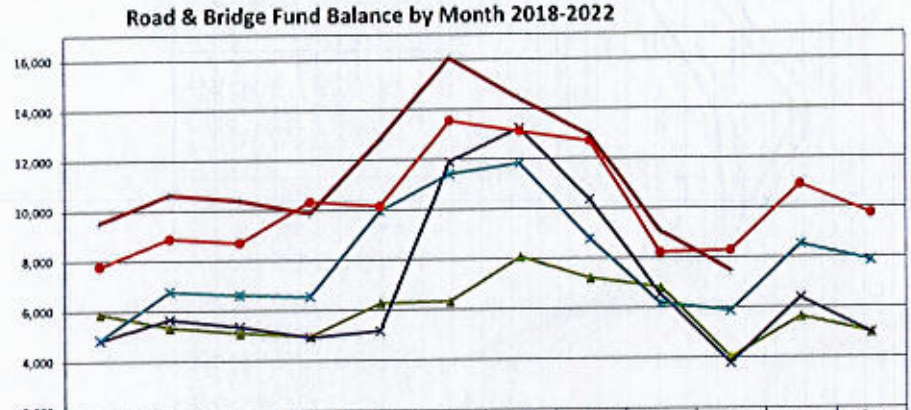
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2018-2022



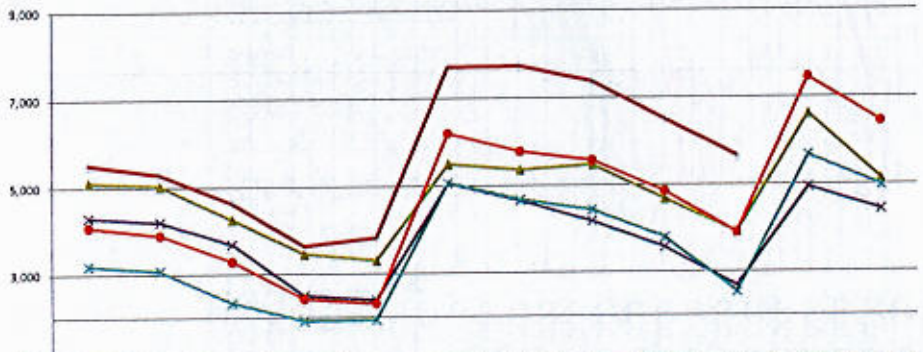
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	18,663	17,143	15,237	14,122	13,079	22,183	21,156	19,290	18,083	17,180	24,445	20,581
2019	18,285	16,768	14,999	13,074	11,892	21,908	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	30,169	28,401	26,522	25,144	42,821	40,066	38,629	36,901	34,966		

Road & Bridge Fund Balance by Month 2018-2022



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	5,885	5,327	5,099	4,966	6,271	6,326	8,078	7,213	6,813	4,012	5,615	4,979
2019	4,828	5,649	5,347	4,913	5,148	11,900	13,223	10,343	6,539	3,780	6,364	4,943
2020	4,869	6,770	6,620	6,554	9,950	11,412	11,832	8,774	6,173	5,868	8,514	7,856
2021	7,783	8,879	8,703	10,323	10,144	13,532	13,100	12,679	8,196	8,267	10,892	9,726
2022	9,528	10,634	10,392	9,864	12,786	16,033	14,405	12,924	9,058	7,477		

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



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	5,107	5,029	4,252	3,450	3,305	5,498	5,361	5,472	4,670	3,907	6,611	5,125
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,579	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653		

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 10/31/2022
83% OF YEAR COMPLETE

	2022 Budget	As of 10/31/2022	% of Budget
GENERAL FUND			
Board of Commissioners	254,761.00	154,819.18	61%
County Administrator	599,689.00	531,592.84	89%
Auditor-Treasurer	799,481.00	620,706.56	78%
Assessor	897,460.00	752,257.28	84%
Enterprise Services	2,004,143.00	1,579,564.91	79%
Central Services	-	316.00	
County Attorney	2,028,637.00	1,541,639.25	76%
Recorder	362,138.00	261,555.74	72%
Maintenance	556,290.00	434,541.38	78%
Planning & Zoning	871,612.00	725,354.88	83%
Sheriff	6,254,416.00	5,170,959.71	83%
Boat & Water	41,980.00	-	0%
County Jail	3,748,607.00	2,864,679.69	76%
Probation & Parole	1,142,573.00	851,520.63	75%
Emergency Management	97,540.00	71,872.73	74%
Parks	333,643.00	217,268.23	65%
Water Quality Grant	82,989.00	38,146.00	46%
Wetland Grant	104,994.00	82,578.35	79%
Watercraft Inspection	222,354.00	132,353.16	60%
Non-Levy Departments	634,822.00	418,698.30	66%
TOTAL GENERAL FUND	***$ 21,038,129.00***	***$ 16,450,424.82***	***78%***
SELF INSURANCE FUND			
Other General Government	300,000.00	40,655.34	14%
TOTAL SELF INSURANCE FUND	***$ 300,000.00***	***$ 40,655.34***	***14%***
ROAD AND BRIDGE FUND			
Surveyor	146,060.00	120,296.93	82%
Highway Administration	333,460.00	268,131.20	80%
Highway Engineering	952,240.00	782,321.83	82%
Highway Maintenance	1,818,886.00	1,361,515.46	75%
Equipment Maintenance/Shop	441,720.00	387,743.44	88%
Traffic Operations	228,975.00	157,819.67	69%
TOTAL ROAD AND BRIDGE FUND	***$ 3,921,341.00***	***$ 3,077,828.53***	***78%***

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 10/31/2022
83% OF YEAR COMPLETE

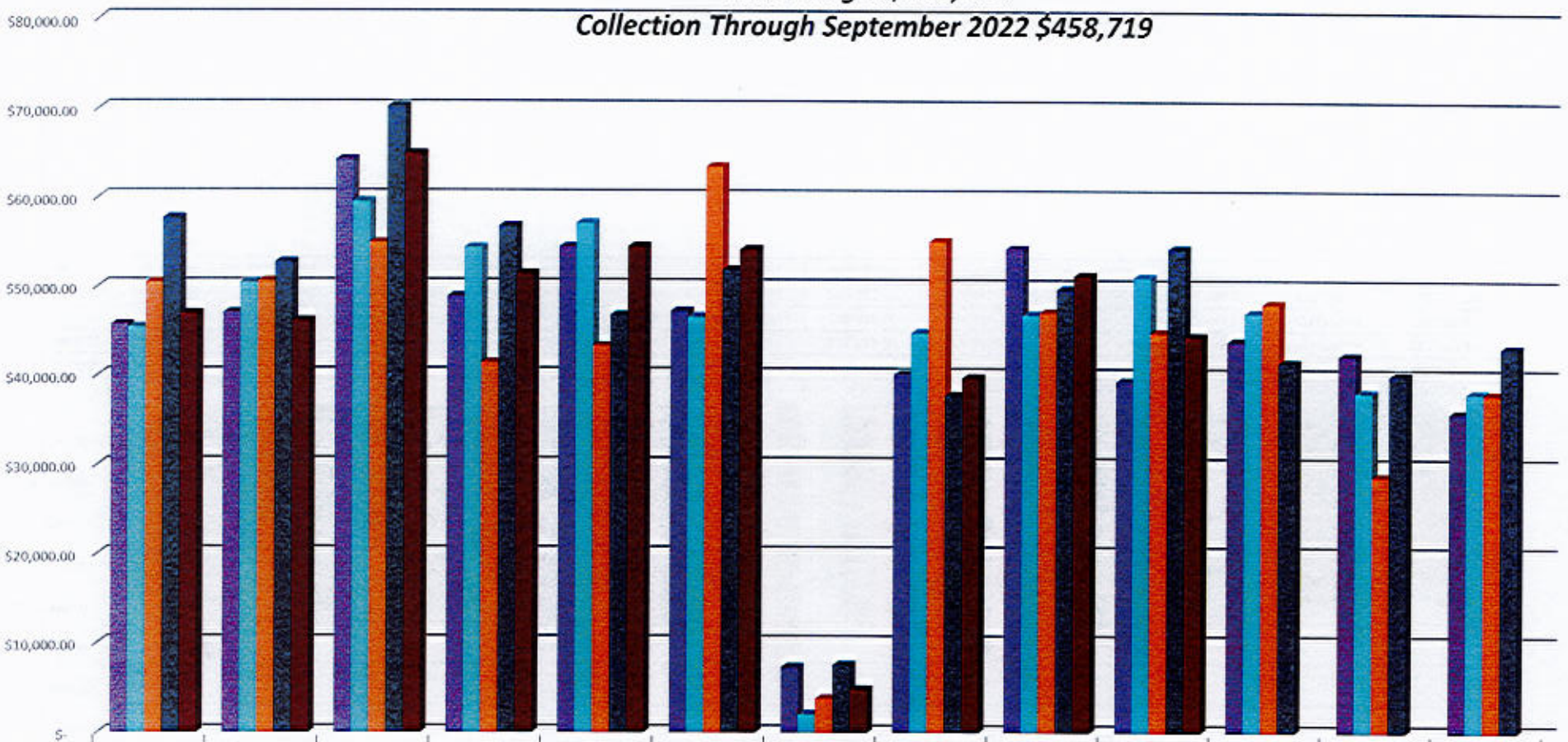
	2022 Budget	As of 10/31/2022	% of Budget
HEALTH AND HUMAN SERVICES			
Veterans Service	185,526.00	143,730.02	77%
Income Maintenance	2,919,704.00	2,085,966.13	71%
Social Services	6,423,869.00	5,024,279.99	78%
Public Health Nursing	1,843,261.00	1,352,881.08	73%
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,372,360.00***	***$ 8,606,857.22***	***76%***
SOLID WASTE FUND			
Score Grant Fund	49,818.00	40,373.24	81%
HHW Operations	130,679.00	109,797.45	84%
TOTAL SOLID WASTE FUND	***$ 180,497.00***	***$ 150,170.69***	***83%***
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	123,601.00	115,605.41	94%
TOTAL LAKE IMPV DISTRICT MAINT	***$ 123,601.00***	***$ 115,605.41***	***94%***
TOTAL ALL FUNDS	***$ 36,935,928.00***	***$ 28,441,542.01***	***77%***

Wheelage Tax

Average Annual Collection $565,349

2022 Budget $600,000

Collection Through September 2022 $458,719



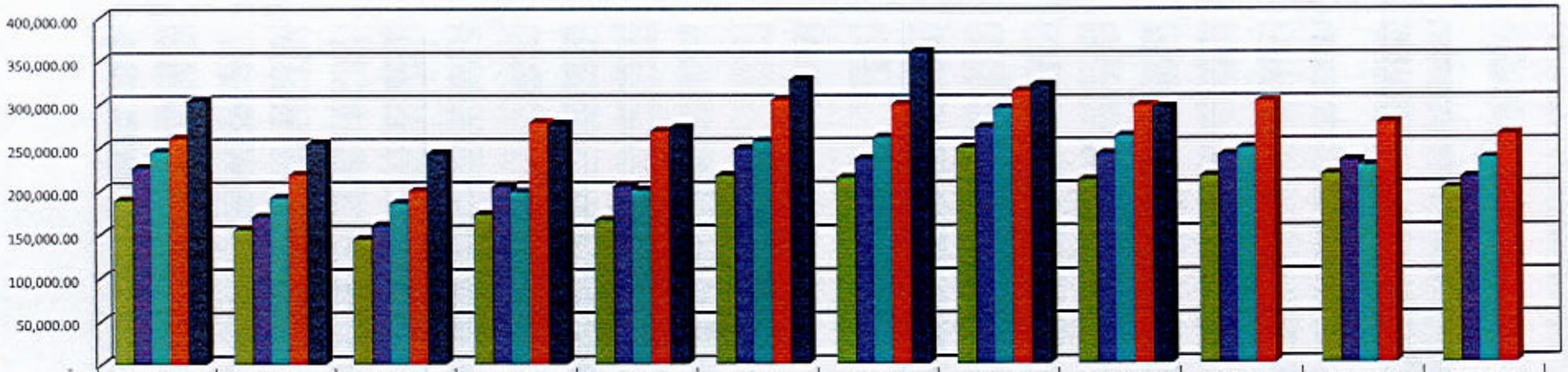
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2018	$45,725.23	$47,067.13	$64,251.23	$48,889.40	$54,475.56	$47,292.99	$7,314.25	$40,128.70	$54,297.84	$39,372.76	$43,924.32	$42,318.01	$35,929.50
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$63,508.19	$3,796.36	$55,127.16	$47,193.47	$44,838.16	$48,168.82	$28,795.38	$37,983.69
2021	$57,675.88	$52,708.33	$70,214.38	$56,833.00	$46,820.71	$51,916.89	$7,560.47	$37,755.23	$49,732.78	$54,316.23	$41,540.05	$40,106.74	$43,298.19
2022	$46,984.14	$46,175.17	$64,940.55	$51,523.73	$54,524.84	$54,193.75	$4,820.30	$39,766.40	$51,328.18	$44,461.49			

Sale Tax - By Month

Average Annual Collection $2,638,888

2022 Budget $2,800,000

Total Collection Through September 2022 $2,650,308



	January	February	March	April	May	June	July	August	September	October	November	December
2018	188,912.18	154,556.00	143,913.84	172,280.68	165,184.78	216,813.47	214,031.23	248,631.72	211,197.12	215,208.51	217,090.37	200,792.57
2019	226,169.98	169,393.34	159,101.39	204,286.41	204,569.35	247,948.11	235,535.00	272,109.23	241,194.99	240,048.97	233,020.64	213,197.33
2020	244,822.69	191,388.15	185,240.25	197,581.84	199,802.27	256,119.85	260,845.66	294,224.99	262,009.72	247,842.61	226,771.81	235,295.92
2021	260,106.74	217,561.62	199,107.90	278,069.85	268,126.90	303,945.22	299,222.82	314,042.03	297,541.95	301,996.51	277,139.04	263,063.00
2022	303,035.44	253,275.28	242,386.41	276,025.44	271,845.87	327,383.41	359,757.77	321,598.37	295,000.00			

Chisago County
MINNESOTA
ADMINISTRATION

Honeywell Energy Efficiency and Improvement Project – Phase II

At the October 19th, 2022 County Board of Commissioners meeting, the Board decided to proceed with Phase II of the Honeywell Energy Efficiency and Improvement Project.

Unlike Phase I, Phase II is capital projects only and there are NO energy savings in Phase II, all the savings were applied to Phase I.

Phase II Projects:

- HVAC Library Controls, required due to end of life (Wyoming, Chisago City, North Branch)
- VAV Reheats
- Complete reheat controls for Center City Government Building

BUDGET AND FINANCE DECISION:

$1,566,300 is the total cost of Phase II. The County can choose to pay for in 1 of 3 ways or a combination of them; 1) Finance (rate 3.98%, 15 years) 2) CIP 3) ARPA 4) Fund Balance.

Honeywell provided financing options for 5 and 10 years as well.

5 YEAR = $471,000

Totals:		$543,095.43	$72,095.43	$471,000.00	Rate 4.5100%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	10/20/2022					$471,000.00
1	2/1/2024	$108,619.09	$27,201.69	$81,417.40	$397,374.26	$389,582.60
2	2/1/2025	$108,619.09	$17,570.18	$91,048.91	$304,504.37	$298,533.69
3	2/1/2026	$108,619.09	$13,463.87	$95,155.22	$207,446.05	$203,378.48
4	2/1/2027	$108,619.09	$9,172.37	$99,446.72	$106,010.40	$103,931.76
5	2/1/2028	$108,619.09	$4,687.32	$103,931.76	$0.00	$0.00

CHISAGO/HONEYWELL PHASE II PROGRAM

Price: $1,567,050.00 **Rate: 3.98%**
Annual Payments: $149,746.20 **Term: 15 Years**
Total Payments: $2,096,446.80

- ✓ Payments to begin February 2024, after 18 month construction period
- ✓ No energy savings in Phase II; all savings applied in Phase I
- ✓ Phase II, Capital project
- ✓ Change Order Contract
  - ✓ Addendum to Phase I
- ✓ Qualifies for ARPA Funding due to Indoor Air Quality Improvements
- ✓ Master Contract Signed in Phase I: add onto Pinnacle lease

Honeywell Confidential©2020 by Honeywell International Inc. All rights reserved.

Five Year Financing Option:

Totals:		$1,786,644.47	$219,594.47	$1,567,050.00	Rate 4.1400%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	10/20/2022					$1,567,050.00
1	2/1/2024	$357,328.89	$83,077.16	$274,251.74		$1,292,798.26
2	2/1/2025	$357,328.89	$53,521.85	$303,807.05	$1,008,771.04	$988,991.22
3	2/1/2026	$357,328.89	$40,944.24	$316,384.66	$686,058.69	$672,606.56
4	2/1/2027	$357,328.89	$27,845.91	$329,482.98	$349,986.05	$343,123.58
5	2/1/2028	$357,328.89	$14,205.32	$343,123.58	$0.00	$0.00

Ten Year Financing Option:

Totals:		$1,973,380.73	$406,330.73	$1,567,050.00	Rate 4.2000%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	10/20/2022					$1,567,050.00
1	2/1/2024	$197,338.07	$84,281.17	$113,056.90		$1,453,993.10
2	2/1/2025	$197,338.07	$61,067.71	$136,270.36	$1,344,077.19	$1,317,722.74
3	2/1/2026	$197,338.07	$55,344.35	$141,993.72	$1,199,243.60	$1,175,729.02
4	2/1/2027	$197,338.07	$49,380.62	$147,957.45	$1,048,327.00	$1,027,771.56
5	2/1/2028	$197,338.07	$43,166.41	$154,171.67	$891,071.89	$873,599.90
6	2/1/2029	$197,338.07	$36,691.20	$160,646.88	$727,212.08	$712,953.02
7	2/1/2030	$197,338.07	$29,944.03	$167,394.05	$556,470.15	$545,558.97
8	2/1/2031	$197,338.07	$22,913.48	$174,424.60	$378,557.06	$371,134.38
9	2/1/2032	$197,338.07	$15,587.64	$181,750.43	$193,171.63	$189,383.95
10	2/1/2033	$197,338.07	$7,954.13	$189,383.95	-$0.00	-$0.00

III.

CHISAGO COUNTY
ARPA FUNDS
AS OF 11/04/22

ITEM		ALLOCATED		SPENT		REMAINING
TOTAL ARPA FUNDS	$	**10,989,807.00**				
ARMER Radios	$	3,000,000.00	$	-	$	3,000,000.00
Broadband (includes $150,000 to Hometown Fiber)		3,000,000.00		(49,975.00)		2,950,025.00
Demolition of Old Jail		800,000.00		(8,870.26)		791,129.74
School Grants: Vocation Programs		500,000.00		(500,000.00)		-
Tax/CAMA Software		250,000.00		-		250,000.00
Harris Building Improvements - Phase I		148,300.00		(2,495.70)		145,804.30
Children's Services Collaborative		118,298.00		-		118,298.00
County Attorney - FT Media Services Tech		108,018.00		(4,390.00)		103,628.00
School Grants: Open Use		100,000.00		(100,000.00)		-
Emergency Management/COOP Update		60,000.00		-		60,000.00
HVAC Replacement - ECC		59,894.00		(59,894.00)		-
County Attorney - PT Law Clerk		51,468.00		(14,960.00)		36,508.00
CLA IT Assessment		35,000.00		(43,243.56)		(8,243.56)
JACE Controller - Jail		29,600.00		(29,600.00)		-
Single Use Audit - ARPA Funds		20,000.00				20,000.00
PPE - Jail		13,058.05		(13,058.05)		-
Employee Engagement Survey		9,300.00		-		9,300.00
Payroll - Public Health		8,189.94		(8,189.94)		-
Air Handler - ECC		6,859.09		(6,859.09)		-
U of MN Extension Laptops (2)		4,200.00		(2,936.72)		1,263.28
UD Canoe, motor and battery		2,132.00		(2,052.18)		79.82
Baker Tilly Advisors - ARPA Advisors		1,775.00		(1,775.00)		-
Laptop - HHS		1,620.27		(1,620.27)		-
TOTAL ALLOCATED	$	**8,327,712.35**	$	**(849,919.77)**	$	**7,477,792.58**
UNALLOCATED ARPA FUNDS	$	**2,662,094.65**				

2022 Capital Improvement Plan
Budget to Actual
As of November 4, 2022

ADMINISTRATION

Description	Status	Source	Budget	Actual	Remaining
County Codification Services		CARRYOVER	15,000.00	-	15,000.00
Total Carryover from 2021			15,000.00	-	15,000.00
Indoor Air Quality Assesment - Courts and Judge's Chamber	COMPLETE	2022 CIP BUDGET	5,100.00	(5,100.00)	-
Office Remodel - Veteran's Services		2022 CIP BUDGET	10,000.00	-	10,000.00
Total 2022 CIP Budget			15,100.00	(5,100.00)	10,000.00
Grand Total			30,100.00	(5,100.00)	25,000.00

AUDITOR TREASURER'S OFFICE

Description	Status	Source	Budget	Actual	Remaining
Election Results - Storage Media	COMPLETE	2022 CIP BUDGET	4,500.00	(4,290.00)	210.00
Verity Print	COMPLETE	2022 CIP BUDGET	5,300.00	(5,288.00)	12.00
Backup Election Equipment	COMPLETE	2022 CIP BUDGET	10,000.00	(10,012.00)	(12.00)
Election Pollbook Replacement	CARRYOVER TO 2023	2022 CIP BUDGET	21,000.00	(21,000.00)	-
Election Equipment Replacement Fund	CARRYOVER TO 2023	2022 CIP BUDGET	59,000.00	(59,000.00)	-
Lease Software	COMPLETE	From Unallocated	13,400.00	(13,400.00)	-
Total			113,200.00	(112,990.00)	210.00

FACILITY MAINTENANCE

Description	Status	Source	Budget	Actual	Remaining
Exterior Door Badge Access at PSC	CARRYOVER TO 2023	2022 CIP BUDGET	5,500.00	-	5,500.00
Panic Buttons for County Attorney Area	IN PROCESS	2022 CIP BUDGET	6,000.00	(4,777.50)	1,222.50
Fence Around Generator at PSC	CARRYOVER TO 2023	2022 CIP BUDGET	12,000.00	-	12,000.00
Remodel Public Area of DES	IN PROCESS	2022 CIP BUDGET	14,000.00	(7,803.00)	6,197.00
Cameras at PSC	IN PROCESS	2022 CIP BUDGET	49,600.00	-	49,600.00
Parking Gate/Fence at PSC	CARRYOVER TO 2023	2022 CIP BUDGET	50,000.00	-	50,000.00
Total			137,100.00	(12,580.50)	124,519.50

SHERIFF'S OFFICE

Description	Status	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	IN PROCESS	CARRYOVER	4,989.82	(4,475.45)	514.37
Insurance Reimbursements		CARRYOVER	118,716.57	(17,221.88)	101,494.69
Auction Proceeds		CARRYOVER	9,705.00	(1,476.38)	8,228.62
Squad Vehicle Replacement & Accessories	COMPLETE	CARRYOVER	58,596.16	(58,596.16)	-
Transport Vehicle	COMPLETE	CARRYOVER	33,000.00	(33,000.00)	-
Total Carryover from 2021			225,007.55	(114,769.87)	110,237.68
Radar Speed Trailer	COMPLETE	2022 CIP BUDGET	12,323.00	(12,323.00)	-
Patrol Rifle Replacements (30)	COMPLETE	2022 CIP BUDGET	41,908.00	(41,901.00)	7.00
Repalcement Squads & Accessories	IN PROCESS	2022 CIP BUDGET	286,200.00	(286,200.00)	-
Total 2022 CIP Budget			340,431.00	(340,424.00)	7.00
Grand Total			565,438.55	(426,446.37)	138,992.18

PUBLIC WORKS

Description	Status	Source	Budget	Actual	Remaining
Tandem Dump Trucks (3)	COMPLETE	CARRYOVER	781,130.71	(781,130.71)	-
Brining Equipment (formerly Harris Wash Bay)	IN PROCESS	CARRYOVER	275,000.00	(192,064.38)	82,935.62
Total Carryover from 2021			1,056,130.71	(973,195.09)	82,935.62
Harris Fuel Station (2020 CIP - no carryover)	COMPLETE		-	(13,885.00)	(13,885.00)
Skid Steer Trailer	ORDERED - ARRIVING EARLY 2023	2022 CIP BUDGET	19,776.20	-	19,776.20
Lowboy Trailer	ORDERED - ARRIVING SEPT 2022	2022 CIP BUDGET	38,118.04	-	38,118.04
Harris PW Garage Doors	COMPLETE	From Unallocated	39,168.24	(36,378.24)	2,790.00
Fecon Head	COMPLETE	2022 CIP BUDGET	40,991.00	(34,900.00)	6,091.00
Water Tank Inserts	COMPLETE	2022 CIP BUDGET	58,690.00	(58,690.00)	-
1-Ton Work Truck	ON HOLD FOR PRICING/AVAILABILITY	2022 CIP BUDGET	60,000.00	-	60,000.00
Skid Steer	COMPLETE	2022 CIP BUDGET	73,260.00	(73,260.00)	-
1-Ton Tipper Truck	ON HOLD	2022 CIP BUDGET	76,563.00	-	76,563.00
Vactron	COMPLETE	2022 CIP BUDGET	135,683.64	(135,683.64)	-
Arm Mower	ORDERED - ARRIVING SEPT 2022	2022 CIP BUDGET	176,012.00	-	176,012.00
Sign Truck	ORDERED - ARRIVING EARLY 2023	2022 CIP BUDGET	220,000.00	(136,854.00)	83,146.00
Tandem Dump Truck	IN PROCESS	2022 CIP BUDGET	269,504.00	(136,854.00)	132,650.00
CAT 938 Aggregate Loader (Purchased in 2021 with fund balance)	COMPLETE	2022 CIP BUDGET	122,460.00		
Add'l cost for Brining Equipment	IN PROCESS	From Unallocated	10,000.00	-	10,000.00
Hydrant Replacement	IN PROCESS	From Unallocated	10,073.28	-	10,073.28
Total 2022 CIP Budget			1,350,299.40	(626,504.88)	601,334.52
Grand Total			2,406,430.11	(1,599,699.97)	684,270.14

2022 Capital Improvement Plan
Budget to Actual
As of November 4, 2022

PARKS/ENVIRONMENTAL

Description	Status	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	COMPLETE	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	(10,000.00)	**218,400.00**
Kost Park ADA Ramp Repairs	COMPLETE	2022 CIP BUDGET	1,625.00	(1,625.00)	-
ADA Pathway Compliance Improvements	COMPLETE	2022 CIP BUDGET	15,000.00	(14,825.00)	175.00
Mower Trailer	COMPLETE	2022 CIP BUDGET	4,568.50	(4,568.50)	-
Fish Lake Park Plan/Design Services	IN PROCESS	2022 CIP BUDGET	18,000.00	-	18,000.00
Sunrise Prairie Trial Subgrade	COMPLETE	2022 CIP BUDGET	24,375.00	(22,950.00)	1,425.00
Swedish Immigrant Trail Erosion Control Measures	IN PROCESS	2022 CIP BUDGET	25,000.00	-	25,000.00
Security Lighting & Electrical Services	IN PROCESS	2022 CIP BUDGET	35,000.00	(34,263.56)	736.44
Woodchipper	COMPLETE	2022 CIP BUDGET	32,731.50	(28,940.00)	3,791.50
Checkerboard Park Restroom Removal & Replace	COMPLETE	2022 CIP BUDGET	61,950.00	(61,757.50)	192.50
Ki-Chi-Sage Park Covered Dugouts & Fencing	COMPLETE	2022 CIP BUDGET	70,750.00	(70,750.00)	-
Total 2022 CIP Budget			289,000.00	(239,679.56)	**49,320.44**
Total Remaining			**517,400.00**	**(239,303.56)**	**278,096.44**

TECHNOLOGY

Description		Source	Budget	Actual	Remaining
ARMER Testing Equipment		CARRYOVER	44,722.00	(6,923.64)	37,798.36
Total Carryover from 2021			**44,722.00**	(6,923.64)	**37,798.36**
Replacement network printer for HHS	IN PROCESS	2022 CIP BUDGET	300.00	-	300.00
Replace scanner for Probation Department	IN PROCESS	2022 CIP BUDGET	550.00	-	550.00
Replacement network printer for HHS	IN PROCESS	2022 CIP BUDGET	600.00	-	600.00
Replacement Printer for HHS	IN PROCESS	2022 CIP BUDGET	750.00	-	750.00
Replacement network printer for HHS	IN PROCESS	2022 CIP BUDGET	750.00	-	750.00
Replacement Printer for Enterprise Services	IN PROCESS	2022 CIP BUDGET	750.00	-	750.00
Replacement copy / printer for HHS	IN PROCESS	2022 CIP BUDGET	800.00	-	800.00
Replacement Printer for HR	IN PROCESS	2022 CIP BUDGET	850.00	-	850.00
Replacement printer for Assessors	IN PROCESS	2022 CIP BUDGET	850.00	-	850.00
Replacement PC for Public Works	IN PROCESS	2022 CIP BUDGET	850.00	-	850.00
Replacement projector for Public Works	IN PROCESS	2022 CIP BUDGET	850.00	-	850.00
Replace Projector for Zoning	IN PROCESS	2022 CIP BUDGET	850.00	-	850.00
Replace Printer for Zoning	IN PROCESS	2022 CIP BUDGET	850.00	-	850.00
Replacement high volume scanner for County Attorney	COMPLETE	2022 CIP BUDGET	985.00	(956.24)	28.76
Replace high volume scanner for Auditor Department	IN PROCESS	2022 CIP BUDGET	985.00	-	985.00
Replacement scanner for Public Works	IN PROCESS	2022 CIP BUDGET	985.00	-	985.00
Replacement high volume scanner for Sheriff's Office	IN PROCESS	2022 CIP BUDGET	985.00	-	985.00
Replace scanner for Recorders office	IN PROCESS	2022 CIP BUDGET	985.00	-	985.00
Replacement PC for Sheriff's Office - Jail	COMPLETE	2022 CIP BUDGET	1,065.00	(992.17)	72.83
Replacement Zebra Printer for County Administration	COMPLETE	2022 CIP BUDGET	2,109.10	(2,939.06)	(829.96)
Replace printer for Recorders office	IN PROCESS	2022 CIP BUDGET	1,200.00	-	1,200.00
Replacement Laptop for Sheriff's Office - Jail Administratior	COMPLETE	2022 CIP BUDGET	1,235.00	(1,344.41)	(109.41)
Replacement projectors	COMPLETE	2022 CIP BUDGET	1,700.00	(1,700.00)	-
Replacement projectors for County Attorney	COMPLETE	2022 CIP BUDGET	1,700.00	(1,581.80)	118.20
Replace 2 PC's in 911 Center	COMPLETE	2022 CIP BUDGET	1,950.00	(1,984.34)	(34.34)
Replace 2 PC's in Enterprise Services	IN PROCESS	2022 CIP BUDGET	2,000.00	-	2,000.00
Replacement of 2 Laptops in Sheriff's Office	COMPLETE	2022 CIP BUDGET	2,470.00	(2,688.82)	(218.82)
Replace 3 PC's for County Attorney	COMPLETE	2022 CIP BUDGET	2,550.00	(2,976.51)	(426.51)
3 replacement projectors for HHS	IN PROCESS	2022 CIP BUDGET	2,550.00	-	2,550.00
Replacement of 3 projectors in Sheriff's Office	IN PROCESS	2022 CIP BUDGET	2,700.00	-	2,700.00
Replace Scanner for Zoning	IN PROCESS	2022 CIP BUDGET	3,100.00	-	3,100.00
Replace 3 Laptops in Enterprise Services	COMPLETE	2022 CIP BUDGET	3,935.00	(4,750.86)	(815.86)
Replace Troy Secure Printer for Recorders Office	IN PROCESS	2022 CIP BUDGET	4,000.00	-	4,000.00
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO A	IN PROCESS	2022 CIP BUDGET	4,600.00	-	4,600.00
Screening for Chiller at PSC		2022 CIP BUDGET	-	-	-
Replace 11 PC's for HHS	COMPLETE	2022 CIP BUDGET	9,350.00	(10,913.87)	(1,563.87)
Replace 12 high volume scanners for HHS	IN PROCESS	2022 CIP BUDGET	11,820.00	-	11,820.00
Replace 12 PC's for Sheriff's Office	COMPLETE	2022 CIP BUDGET	12,000.00	(11,906.04)	93.96
APC UPS Batteries for Jail	IN PROCESS	2022 CIP BUDGET	20,650.00	-	20,650.00
Kitchen Vent Hood Improvemnets		2022 CIP BUDGET	-	-	-
Replacement of 20 MDC's/Laptops for Sheriff's Office	COMPLETE	2022 CIP BUDGET	50,000.00	(48,280.00)	1,720.00
Upgrade of Keysecure Data Encryption Equipment	IN PROCESS	2022 CIP BUDGET	148,140.00	-	148,140.00
Relocate the Wyoming Emergency Paging Tower	IN PROCESS	2022 CIP BUDGET	100,000.00	-	100,000.00
County Attorney Wi-Fi	IN PROCESS	From Unallocated	30,000.00	(15,245.63)	14,754.37
Total 2022 CIP Budget			435,349.10	(108,259.75)	**327,089.35**
Total Remaining			**480,071.10**	**(115,183.39)**	**364,887.71**

2022 Capital Improvement Plan
Budget to Actual
As of November 4, 2022

UNALLOCATED

Description	Source	Budget	Actual	Remaining
2022 Unallocated CIP Funds	2022 CIP BUDGET	175,143.23		
Allocated to HWY on 12/14/21 - Harris Garage Doors	2022 CIP BUDGET	(39,168.24)		135,974.99
Allocated to HWY on 04/06/22 - ARM Mower	2022 CIP BUDGET	(22,012.00)		113,962.99
Allocated to Hwy on 05/11/22 - Brining Equipment	2022 CIP BUDGET	(10,000.00)		103,962.99
Allocated to Technology on 06/08/22 - County Attorney WiFi	2022 CIP BUDGET	(30,000.00)		73,962.99
Allocated to Auditor-Treasurer on 06/08/22 - Lease Software	2022 CIP BUDGET	(13,400.00)		60,562.99
Allocated to Admin on 06/09/22 - Air Quality Assessment	2022 CIP BUDGET	(100.00)		60,462.99
Allocated to Hwy on 8/10/22 - Tandems from 2021	2022 CIP BUDGET	(22,249.71)		38,213.28
Allocated to MICS on 09/21/22 - KeySecur ENTS-095	2022 CIP BUDGET	(28,140.00)		10,073.28
Allocated to Hwy on 10/12/22 - Hydrant Replacement	2022 CIP BUDGET	(10,073.28)		0.00
Total		**0.00**		**0.00**
TOTAL ALL DEPARTMENTS		**4,249,739.76**	**(2,398,313.79)**	**1,615,765.97**

UKG PAYROLL SYSTEM (FUNDS PREVIOUSLY ALLOCATED - NOT PART OF CIP)

		Committed	Actual	Remaining
Committed to Payroll/HRIS Software		250,000.00		250,000.00
UKG 2021 charges	2021		(105,722.40)	144,277.60
UKG 3 month subscription - Perf Mgmt	2/3/2022		(1,155.00)	143,122.60
UKG 3 month subscription - Payroll	2/3/2022		(24,197.25)	118,925.35
UKG Misc Fees	2/3/2022		(316.50)	118,608.85
UKG 3 month subscription - Perf Mgmt	5/19/2022		(1,155.00)	117,453.85
UKG 3 month subscription - Payroll	5/19/2022		(22,464.75)	94,989.10
UKG 3 month subscription - Comp Mgmt	5/19/2022		(1,155.00)	93,834.10
UKG 3 month subscription - UltiPro Learning	5/19/2022		(1,155.00)	92,679.10
UKG Misc Fees	5/19/2022		(96.00)	92,583.10
Total Remaining		250,000.00	(157,416.90)	**92,583.10**

3,135,682.00	2022 CIP FUNDS
(628,925.00)	DEBT SERVICE
2,506,757.00	REMAINING
195,063.11	2021 UNALLOCATED C/O
2,701,820.11	**AVAILABLE**

2,680,479.50	2022 CIP Check
1,569,260.26	2021 CARRYOVER - DEPTS
4,249,739.76	
4,249,739.76	check
222,425.00	ARMER Sinking Fund - Dept 251
4,472,164.76	Budget in IFS

Chisago County

313 N Main St #174
Center City, MN 55012

phone: 651-213-8830 • fax: 651-213-8876
www.chisagocountymn.gov

Date: September 13, 2022

To: Chris DuBose, Chisago County Commissioner District 1
Rick Greene, Chisago County Commissioner District 2
Marlys Dunne, Chisago County Commissioner District 3
Ben Montzka, Chisago County Commissioner District 4

From: Chase Burnham, Chisago County Administrator
Kristin Waddell, Chisago County Chief Deputy Auditor-Treasurer

Re: DRAFT 2023-2027 Capital Improvement Plan

Introduction

The Chisago County Capital Improvement Plan (CIP) is a 5-year plan that identifies major county-wide capital projects, such as upgrades to county facilities, park and trail improvements, road maintenance/construction, technology purchases, and equipment purchases. The CIP identifies capital projects and equipment purchases and provides a planning schedule and identifies options for financing such plans.

A capital improvement may be defined as a one-time expenditure for physical facilities such as construction of buildings, highways, bridges, parks, land acquisition and similar expenditures.

The Capital Improvement Program is directly linked to the goals and general policies of the County Board of Commissioners and indicates the policy direction for the development and maintenance of county facilities and infrastructure.

Purpose

The Capital Improvement Plan is a flexible plan for long-range capital project scheduling and financial projections. The CIP represents a beginning in terms of producing a consolidated capital plan and project schedule that will lead to timely and cost-effective completion. Several benefits are derived from using this capital planning process;

1. Coordination of County projects requiring adequate planning, design, land acquisition and construction. Reduces duplication of effort and expenses in planning and preliminary engineering.

2. Published CIP document provides the public with the Board's intentions and projects happening across the County.

3. A systematic approach to project scheduling and capital financial planning which provides staff with the County Board's policy guidelines to assist in more efficient and effective management of available resources.

Explanation

The projects programmed for funding are based on need and the county's ability to finance them. The CIP covers a five-year period, with projects in the first year included in the annual budget. Each year the CIP plan is updated and extended one year to reflect changing conditions, circumstances, priorities, and needs. The CIP sets forth the schedule, estimated cost, sources of funding, and specific details of each project.

The unspent budget for those yearly CIP projects will roll forward to the next year of the CIP, with formal board action.

2023 Capital Improvement Plan

County Program Aid (CPA) is revenue aid given to county governments from the State of Minnesota. CPA is intended to reduce property taxes for individual taxpayers. This revenue source is often reduced through legislative action due to statewide budget issues; therefore, final amounts may change based on decisions made during the annual legislative sessions. The County uses CPA funding to fund the yearly CIP projects due to CIP projects being 'one-time' purchases/expenditures.

In 2023, Chisago County will be given **$3,073,157** CPA funds from the State of Minnesota. The County was given $3,135,682 CPA funds in 2022, $62,525 more than 2023.

Since the Chisago County Jail/LEC was built, the County has allocated **$628,925** of CPA funds to the debt service of the Jail/LEC leaving **$2,444,232** for the 2023 CIP requests.

Of the total 2022 and 2023 CPA and General Fund requests, $2,537,674 in requests have been identified as being potentially eligible for 'American Relief Plan' (ARP) funds. ARP funds are restricted to only eligible uses as they are federal funds. Unlike, CPA funds, ARP funds require a different analysis as to whether the County can use the funds for specific CIP projects/requests.

Oversight of the Capital Improvement Plan

The CIP will be reviewed and approved annually by the County Board with the Annual Operating Budget. The Board will review proposed projects and may add, defer or remove projects based on priority decisions or as the County needs change.

Acknowledgement

The County's management team, along with its respective staff, worked diligently to produce a document stating the needs of the county. Each year, the County under the direction of the Chisago County Board of Commissioners, facilitates the effort to administratively update this five-year plan.

Chisago County
Budget & Finance Committee Meeting
CIP Requests
November 09, 2022

- Decisions to be made today:

  Is this project approved?

  If yes, what is the funding source? County Program Aid or ARPA?

- **County Program Aid** for 2023 is $3,073,157, of which $628,925 is allocated to the debt service of the Jail/LEC, leaving **$2,444,232** for additional requests. Total County Program Aid requests being made today are **$2,696,051**.

- **ARPA** allocation is $10,989,807, of which $8,327,712 has been allocated, leaving **$2,662,095** for ARPA requests. Total ARPA requests being made today are **$5,857,156**

Chisago County Capital Improvement Program

Department Summary

Funding Source	2023	2024	2025	2026	2027	Total
ARPA	$ 6,673,856	$ 320,905	$ 50,000	$ 50,000	$ 50,000	$ 7,144,761
Auditor-Treasurer	$ 84,500	$ 63,500	$ 63,500	$ 63,500	$ -	$ 275,000
CCSO	$ 497,165	$ 382,833	$ 394,318	$ 406,147	$ 418,331	$ 2,098,794
Enterprise Services	$ 924,186	$ 717,576	$ 200,200	$ -	$ -	$ 1,841,962
Environmental Services	$ 125,000	$ -	$ -	$ -	$ -	$ 125,000
Facilities & Maintenance	$ 141,000	$ 678,500	$ 270,000	$ -	$ 5,100	$ 1,094,600
HHS	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
Probation	$ 3,200	$ 500	$ 500	$ 500	$ 500	$ 5,200
Public Works	$ 841,000	$ 555,000	$ -	$ 360,000	$ 375,000	$ 2,131,000
Total	**$ 9,369,907**	**$ 2,718,814**	**$ 978,518**	**$ 880,147**	**$ 848,931**	**$ 14,796,317**

6,673,856	
(816,700)	ARMER related items
5,857,156	Total ARPA requests

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
ARPA							
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0086 ENTS	Broadband PTT Solution (ARMER Radio to Smartphone) *ARPA ARMER*	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ARPA-0087 ENTS	Increase microwave bandwidth to Nessel ARMER site *ARPA ARMER*	$ 1,700	$ -	$ -	$ -	$ -	$ 1,700
ARPA-0092 ENTS	**PRIORITY Cisco USC Interconnects / Chassis**	$ 229,032	$ -	$ -	$ -	$ -	$ 229,032
ARPA-0093 ENTS	**PRIORITY Upgrade Backup Exec Tape Library**	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0100 ENTS	Add network core devices at the NB HHS data center	$ -	$ 270,905	$ -	$ -	$ -	$ 270,905
ARPA-0101 ENTS	Upgrade data center fabric network switches at the ECC data center	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0102 ENTS	Upgrade data center fabric network switches at the Courthouse data ce	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0117 ENVS	**PRIORITY Park Maintenance Cold Storage and Shop**	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	$ 65,000	$ -	$ -	$ -	$ -	$ 65,000
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
ARPA-0180 ENVS	Online Permitting/Licensing Module	$ 95,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 295,000
ARPA-0182 CCSO	Camera Work Station for Jail	$ 5,061	$ -	$ -	$ -	$ -	$ 5,061
ARPA-0202 ENTS	**PRIORITY Cisco UCS in DMZ Replacement of Chassis and Fabric Interconr**	$ 53,400	$ -	$ -	$ -	$ -	$ 53,400
ARPA-0240 ENVS	Chisago County Mountain Bike Course	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
ARPA-0261 ENTS	Upgrade of ARMER Microwave backhaul system- this is a multi year proje	$ 800,000	$ -	$ -	$ -	$ -	$ 800,000
ARPA-0300 PWKS	Harris Wash Bay & Truck Building	$ 1,858,886	$ -	$ -	$ -	$ -	$ 1,858,886
ARPA-0301 PWKS	Central Shop Expansion & Renovation	$ 629,577	$ -	$ -	$ -	$ -	$ 629,577
ARPA-0302 ENVS	Chisago County Community Building	$ 350,000	$ -	$ -	$ -	$ -	$ 350,000
ARPA-0303 ENVS	Swedish Immigrant Regional Trail Connection with Hwy 8	$ 1,000,000	$ -	$ -	$ -	$ -	$ 1,000,000
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
ARPA-0305 ENVS	Water Resources Grant Match	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
ARPA-0306 ENVS	**PRIORITY Water Resources Truck**	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	$ 421,200	$ -	$ -	$ -	$ -	$ 421,200
ARPA-0308 ENVS	AIS Programming	$ 35,000	$ -	$ -	$ -	$ -	$ 35,000
ARPA-0309 ENVS	**PRIORITY Full-Time AIS Specialist/Lead Watercraft Inspector**	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000
ARPA Total		**$ 6,673,856**	**$ 320,905**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 7,144,761**
Auditor-Treasurer							
AUD-0137	Election Equipment Replacement Fund	$ 59,000	$ 59,000	$ 59,000	$ 59,000	$ -	$ 236,000
AUD-0138	Electronic Pollbook Replacement	$ 21,000	$ -	$ -	$ -	$ -	$ 21,000
AUD-0139	Election Results - Storage Media	$ 4,500	$ 4,500	$ 4,500	$ 4,500	$ -	$ 18,000
Auditor-Treasurer Total		**$ 84,500**	**$ 63,500**	**$ 63,500**	**$ 63,500**	**$ -**	**$ 275,000**
CCSO							
CCSO-0141	Sheriff's Office Patrol Vehicle Replacements - 6 squads	$ 372,926	$ 382,833	$ 394,318	$ 406,147	$ 418,331	$ 1,974,555
CCSO-0225	Reserve Deputy Ballistic Vests	$ 9,200	$ -	$ -	$ -	$ -	$ 9,200
CCSO-0235	40LMTS Single Shot Less Lethal	$ 46,750	$ -	$ -	$ -	$ -	$ 46,750
CCSO-0237	Agency Handgun Program	$ 24,500	$ -	$ -	$ -	$ -	$ 24,500
CCSO-0238	Jail Transport Vehicle	$ 43,789	$ -	$ -	$ -	$ -	$ 43,789
CCSO Total		**$ 497,165**	**$ 382,833**	**$ 394,318**	**$ 406,147**	**$ 418,331**	**$ 2,098,794**

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
Enterprise Services							
ENTS-0028	Replacement of 20 MDC's/Laptops for Sheriff's Office due to age 1/2 were done in 2022	$ 32,500	$ 32,500	$ -	$ -	$ -	$ 65,000
ENTS-0031	5 replacement laptops for HHS	$ 6,175	$ -	$ -	$ -	$ -	$ 6,175
ENTS-0088	MCC 7500E Laptop Consoles (2)	$ 165,000	$ -	$ -	$ -	$ -	$ 165,000
ENTS-0090	Replacement batteries at 2 or more ARMER sites	$ -	$ -	$ 18,000	$ -	$ -	$ 18,000
ENTS-0096	Replace Printer for County Administration	$ 500	$ -	$ -	$ -	$ -	$ 500
ENTS-0098	Replace Fujitsu Scanner in Treasurer's Office	$ 985	$ -	$ -	$ -	$ -	$ 985
ENTS-0099	Replace network cores at ECC, No parts available	$ 515,926	$ -	$ -	$ -	$ -	$ 515,926
ENTS-0103	Replace network switches that support end user devices at the ECC / 91	$ 60,000	$ -	$ -	$ -	$ -	$ 60,000
ENTS-0179	Social Media and Texting archive solution	$ 7,200	$ 7,200	$ 7,200	$ -	$ -	$ 21,600
ENTS-0187	Replace Leibert HVAC system in Courthouse data center, this was funde	$ -	$ 200,000	$ -	$ -	$ -	$ 200,000
ENTS-0192	Replace WiFi in County Buildings	$ -	$ -	$ 175,000	$ -	$ -	$ 175,000
ENTS-0203	Replace Cisco network Switches at the LEC	$ -	$ 62,987	$ -	$ -	$ -	$ 62,987
ENTS-0204	Replace Cisco network switches at Public Works - Center City	$ -	$ 53,199	$ -	$ -	$ -	$ 53,199
ENTS-0205	Replace Cisco network switches in NBHHS Data Center	$ -	$ 97,728	$ -	$ -	$ -	$ 97,728
ENTS-0210	Replace Printer for County Administration	$ -	$ 750	$ -	$ -	$ -	$ 750
ENTS-0211	Replace 2 PC's in County Attorney's office	$ -	$ 1,700	$ -	$ -	$ -	$ 1,700
ENTS-0212	Replace PC in HHS	$ -	$ 850	$ -	$ -	$ -	$ 850
ENTS-0213	Replace Printer for HHS	$ -	$ 750	$ -	$ -	$ -	$ 750
ENTS-0214	Replace PC in Enterprise Services	$ -	$ 850	$ -	$ -	$ -	$ 850
ENTS-0216	Replace Printer for Sheriff's Office	$ -	$ 750	$ -	$ -	$ -	$ 750
ENTS-0236	Plotter / Printer for EOC	$ -	$ 1,499	$ -	$ -	$ -	$ 1,499
ENTS-0242	Replace 3 laptops for County Administration	$ -	$ 4,350	$ -	$ -	$ -	$ 4,350
ENTS-0243	Replace 3 PC's in Attorney's Office	$ 3,300	$ -	$ -	$ -	$ -	$ 3,300
ENTS-0244	Replace 6 laptops for County Attorney Office	$ 8,700	$ -	$ -	$ -	$ -	$ 8,700
ENTS-0245	Replace laptop for Assessor's Department	$ 1,450	$ -	$ -	$ -	$ -	$ 1,450
ENTS-0246	Replace laptop in Auditor's Department	$ 1,450	$ -	$ -	$ -	$ -	$ 1,450
ENTS-0247	Replace 2 Desktop PC's in Probation	$ -	$ 2,200	$ -	$ -	$ -	$ 2,200
ENTS-0248	Replace 2 laptops in Probation due to age	$ 2,900	$ -	$ -	$ -	$ -	$ 2,900
ENTS-0250	Replace 4 PC's in ECC / 911 Center due to age	$ 4,400	$ -	$ -	$ -	$ -	$ 4,400
ENTS-0251	Replace 2 PC's in HHS due to age	$ 2,200	$ -	$ -	$ -	$ -	$ 2,200
ENTS-0252	Replace 32 Laptops in HHS due to age	$ -	$ 46,400	$ -	$ -	$ -	$ 46,400
ENTS-0253	Replace 8 laptops in the Jail due to age	$ -	$ 10,150	$ -	$ -	$ -	$ 10,150
ENTS-0254	Replace 3 Desktop PC's in the Jail due to age	$ 3,300	$ -	$ -	$ -	$ -	$ 3,300
ENTS-0255	Replace "all in one" printer for Sheriff's Office due to age	$ 750	$ -	$ -	$ -	$ -	$ 750
ENTS-0256	Replace 6 Desktop PC's in Sheriff's Office due to age	$ 6,600	$ -	$ -	$ -	$ -	$ 6,600
ENTS-0257	Replace 4 Laptops in Sheriff's Office due to age	$ -	$ 5,800	$ -	$ -	$ -	$ 5,800
ENTS-0258	Vet's Affairs replace 1 laptop due to age	$ -	$ 1,450	$ -	$ -	$ -	$ 1,450
ENTS-0259	Replace 1 printer due to age in Zoning	$ 850	$ -	$ -	$ -	$ -	$ 850
ENTS-0260	Replace 3 laptops in Zoning due to age	$ -	$ 4,350	$ -	$ -	$ -	$ 4,350

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
Ent ENTS-0263	Upgrade dedicated high volume edge switches for Telephones, Security Video, and Server Management	$ -	$ 182,113	$ -	$ -	$ -	$ 182,113
ENTS-0266	NG-911 Upgrade *ESTIMATE ONLY*	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Enterprise Services Total		**$ 924,186**	**$ 717,576**	**$ 200,200**	**$ -**	**$ -**	**$ 1,841,962**
Environmental Services							
ENVS-0114	7 - Ki-Chi-Saga Playground Swing	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0115	2 - Parking Lot Gravel & Grading Frandsen/Checkerboard Parks	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
ENVS-0116	3 - Swedish Immigrant Regional Trail Pavement Repair	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0118	4 - Parks 1998 Tractor Trailer Replacement	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0119	5 - Parks 2001 Trailer Replacement	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0239	1 - Parks Maintenance Facility Well	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
ENVS-0241	6 - Sunrise Prairie Regional Trail-Subgrade Correction and Paving	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
Environmental Services Total		**$ 125,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 125,000**
Facilities & Maintenance							
MNT-0054	PCS (public safety center): crackfill ,sealcoat ,re stripe of parking lots anc	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000
MNT-0055	Courthouse lots: east lot, handicap and judges, crackfill ,sealcoat ,re strip	$ 5,000	$ -	$ -	$ -	$ -	$ 5,000
MNT-0061	Replace water heater at the Courthouse	$ 7,500	$ -	$ -	$ -	$ -	$ 7,500
MNT-0063	Replace carpet in the main public hallways of the 1989 Courthouse.	$ -	$ 60,000	$ -	$ -	$ -	$ 60,000
MNT-0071	Man lift for use at PSC	$ 18,000	$ -	$ -	$ -	$ -	$ 18,000
MNT-0072	Replace furnace at Almelund PW building.	$ -	$ -	$ -	$ -	$ 5,100	$ 5,100
MNT-0076	Replace exterior doors at North Branch HHS	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000
MNT-0080	Replace boilers at 3 Chisago county libraries (Chisago Lakes, Wyoming c	$ -	$ -	$ 240,000	$ -	$ -	$ 240,000
MNT-0094	Replacement APC Automatic Transfer Switches (ATS) for AC power, multi	$ 9,500	$ -	$ -	$ -	$ -	$ 9,500
MNT-0186	Repair / replace retaining wall around large parking lot at the Courthous	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000
MNT-0190	Replace standby generators Courthouse.	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000
MNT-0191	Replace old alarm system in the 89 side of the Courthouse & DES	$ -	$ 80,000	$ -	$ -	$ -	$ 80,000
MNT-0193	Replace analog cameras in Courthouse for courthouse security	$ -	$ -	$ 30,000	$ -	$ -	$ 30,000
MNT-0215	Replace Forensic Workstation in Sheriff's Office	$ -	$ 8,500	$ -	$ -	$ -	$ 8,500
MNT-0219	Better Hallway Signage on 3rd floor	$ 1,000	$ -	$ -	$ -	$ -	$ 1,000
MNT-0267	Fencing and Parking Gate at PSC	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
Facilities & Maintenance Total		**$ 141,000**	**$ 678,500**	**$ 270,000**	**$ -**	**$ 5,100**	**$ 1,094,600**
HHS							
HHS-0195	Child Protection interview/visitation rooms	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000
HHS-0196	HHS Interview Rooms	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000
HHS Total		**$ 80,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 80,000**

Chisago County Capital Improvement Program

Projects by Department

Project Number	Project Name	2023	2024	2025	2026	2027	Total
Probation							
PBTN-0249	Add 1 WDA / Laptop to Probation *May need added software licenses for Pro Phoenix	$ 3,200	$ 500	$ 500	$ 500	$ 500	$ 5,200
Probation Total		**$ 3,200**	**$ 500**	**$ 500**	**$ 500**	**$ 500**	**$ 5,200**
Public Works							
PWKS-0171	Tandem Snow Plow Truck	$ 170,000	$ 160,000	$ -	$ -	$ -	$ 330,000
PWKS-0172	Tandem Snow Plow Truck	$ 170,000	$ 160,000	$ -	$ -	$ -	$ 330,000
PWKS-0175	Tandem Snow Plow Truck	$ -	$ -	$ -	$ 360,000	$ -	$ 360,000
PWKS-0176	Tandem Snow Plow Truck	$ -	$ -	$ -	$ -	$ 375,000	$ 375,000
PWKS-0208	1-ton Work Truck	$ -	$ 75,000	$ -	$ -	$ -	$ 75,000
PWKS-0209	1-ton Work Truck	$ 80,000	$ -	$ -	$ -	$ -	$ 80,000
PWKS-0226	Tandem Snow Plow	$ 170,000	$ 160,000	$ -	$ -	$ -	$ 330,000
PWKS-0227	Survey Equipment	$ 74,000	$ -	$ -	$ -	$ -	$ 74,000
PWKS-0229	Stumpgrinder	$ 65,000	$ -	$ -	$ -	$ -	$ 65,000
PWKS-0230	Changeable Message Signs	$ 37,000	$ -	$ -	$ -	$ -	$ 37,000
PWKS-0231	Polaris Ranger	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
PWKS-0233	Fuel Island Repairs	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
Public Works Total		**$ 841,000**	**$ 555,000**	**$ -**	**$ 360,000**	**$ 375,000**	**$ 2,131,000**
Total		**$ 9,369,907**	**$ 2,718,814**	**$ 978,518**	**$ 880,147**	**$ 848,931**	**$ 14,796,317**

CIP REQUESTS	**2,696,051**
ARPA REQUESTS	**5,857,156**
ARPA ARMER REQUESTS	**816,700**

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0062

PROJECT NAME: Replace ceiling grid and tile in the hallways of the 1989 Courthouse.

Department:	ARPA
Division:	County Buildings
Project Location:	Courthouse
Project Year	2023



Project Description:

Replace ceiling grid and tile in the hallways of the 1989 Courthouse. The ceiling grid and tiles used in the 1989 construction were too narrow and do not hold the ceiling tiles in place. Ceiling tiles fall out, sometimes fall to the floor.

Project Justification:

Replace ceiling grid and tile in the hallways of the 1989 Courthouse. The ceiling grid and tiles used in the 1989 construction were too narrow and do not hold the ceiling tiles in place. Ceiling tiles fall out, sometimes fall to the floor. The only way to fix is to replace the ceiling tils and grid with a standard configuration.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$75,000	$0	$0	$0	$0	$75,000
Total	$0	$75,000	$0	$0	$0	$0	$75,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0086

PROJECT NAME: Broadband PTT Solution (ARMER Radio to Smartphone)

Department:	ARPA
Division:	ARMER
Project Location:	Towers
Project Year	2023



Project Description:

Broadband PTT Solution (ARMER Radio to Smartphone), this will reduce the amount of ARMER portables needed for occasional usage.

Project Justification:

Broadband PTT Solution (ARMER Radio to Smartphone), this will reduce the amount of ARMER portables needed for occasional usage.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$15,000	$0	$0	$0	$0	$15,000
Total	$0	$15,000	$0	$0	$0	$0	$15,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0087

PROJECT NAME: Increase microwave bandwidth to Nessel ARMER site.

Department:	ARPA
Division:	ARMER
Project Location:	Towers
Project Year	2023

Project Description:

Increase microwave bandwidth to Nessel ARMER site.

Project Justification:

Increase microwave bandwidth to Nessel ARMER site. More bandwidth is needed as more equipment is added at site.

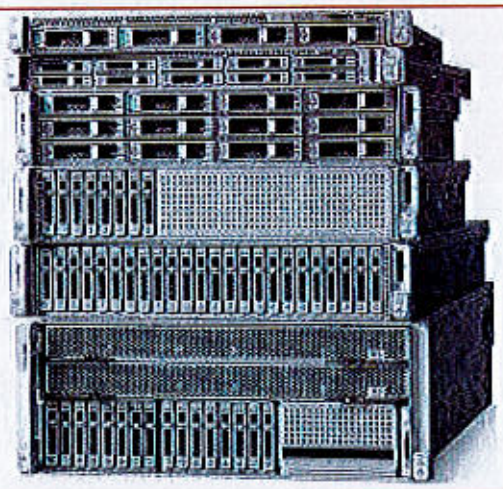
Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$1,700	$0	$0	$0	$0	$1,700
Total	$0	$1,700	$0	$0	$0	$0	$1,700

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0092

PROJECT NAME: Cisco USC Interconnects / Chassis, Possible ARPA Funds

Department:	ARPA
Division:	Enterprise Services
Project Location:	Other
Project Year	2024



Project Description:

Upgrade Cisco UCS chassis and interconnects at all data centers. The large increase in use of technology during / since COVID has expedited this upgrade of equipment. ARPA funds could be used for this project.

Project Justification:

Upgrade Cisco UCS chassis and interconnects at all data centers. The large increase in use of technology during / since COVID has expedited this upgrade of equipment. ARPA funds could be used for this project.

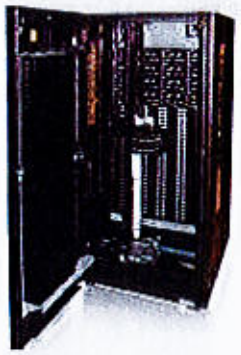
Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$229,032	$0	$0	$0	$0	$229,032
Total	$0	$229,032	$0	$0	$0	$0	$229,032

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0093

PROJECT NAME: Upgrade Backup Exec Tape Library

Department:	ARPA
Division:	Enterprise Services
Project Location:	North Branch HHS
Project Year	2023



Project Description:

Upgrade Backup Exec Tape Library, the tape library is used to provide off-site backup of all Chisago County's networked data. The existing system is old and outdated and needs to be replaced.

Project Justification:

Upgrade Backup Exec Tape Library hardware and software, the tape library is used to provide off-site backup of all Chisago County's networked data. The existing system is old and outdated and needs to be replaced. This is a critical part of the data security and protection process.

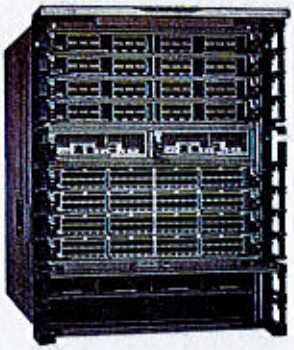
Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$75,000	$0	$0	$0	$0	$75,000
Total	$0	$75,000	$0	$0	$0	$0	$75,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0100

PROJECT NAME: Add network core devices at the NB HHS data center

Department:	ARPA
Division:	Enterprise Services
Project Location:	North Branch HHS
Project Year	2024



Project Description:

Upgrade network core devices at the NB HHS data center, replacement has been escalated due to increased load from expanded technology use due to COVID. Use of ARPA funds possible.

Project Justification:

Upgrade network core devices at the NB HHS data center, replacement has been escalated due to increased load from expanded technology use due to COVID. Use of ARPA funds possible.

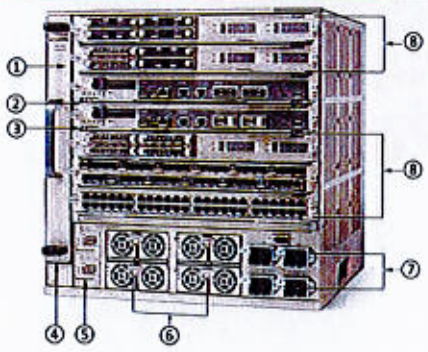
Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$0	$270,905	$0	$0	$0	$270,905
Total	$0	$0	$270,905	$0	$0	$0	$270,905

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0101

PROJECT NAME: Upgrade data center fabric network switches at the ECC data center

Department:	ARPA
Division:	Enterprise Services
Project Location:	Other
Project Year	2023



Project Description:

Upgrade data center network switches at the ECC data center, replacement has been escalated due to increased load from expanded technology use due to COVID.

Project Justification:

Upgrade data center network switches at the ECC data center, replacement has been escalated due to increased load from expanded technology use due to COVID. Use of ARPA funds possible.

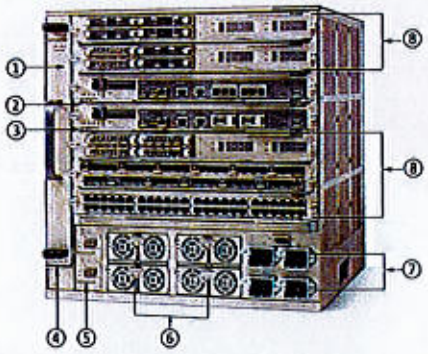
Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$75,000	$0	$0	$0	$0	$75,000
Total	$0	$75,000	$0	$0	$0	$0	$75,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0102

PROJECT NAME: Upgrade data center fabric network switches at the Courthouse data center

Department:	ARPA
Division:	Enterprise Services
Project Location:	Courthouse
Project Year	2023



Project Description:

Upgrade data center network switches at the Courthouse data center, WAN aggregation, replacement has been escalated due to increased load from expanded technology use due to COVID. Use of ARPA funds possible. These switches are over expected life span.

Project Justification:

Upgrade data center network switches at the Courthouse data center, replacement has been escalated due to increased load from expanded technology use due to COVID. Use of ARPA funds possible. These switches are over expected life span.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
County Program Aid (CPA)	$0	$75,000	$0	$0	$0	$0	$75,000
Total	$0	$75,000	$0	$0	$0	$0	$75,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0117

PROJECT NAME: Park Maintenance Cold Storage and Shop

Department:	ARPA
Division:	Parks
Project Location:	Other
Project Year	2023



Project Description:

Cold storage/pole building needed to get vehicles, equipment and implements safely stored and protected at the Parks Maintenance Shop.

Project Justification:

Prolongs equipment life, reduces general long term maintenance and upkeep by reducing exposure to elements, provides enhanced security and efficient site utilization.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$100,000	$0	$0	$0	$0	$100,000
Total	$0	$100,000	$0	$0	$0	$0	$100,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0133

PROJECT NAME: Cyber Security Audit, Testing and Mitigation

Department:	ARPA
Division:	Enterprise Services
Project Location:	Courthouse
Project Year	2024

Project Description:

Cyber Security audits should be done every 2 years, some federal regulations ask for this when we are audited. Because of the massive growth in the use of technology and remote work due to COVID this audit is highly recommended.

Project Justification:

Cyber Security audits should be done every 2 years, which has not been the case in Chisago County, some federal regulations ask for this when we are audited. Because of the massive growth in the use of technology and remote work due to COVID this audit is highly recommended. Mitigation of risks is a very important part of the audit.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$65,000	$0	$0	$0	$0	$65,000
Total	$0	$65,000	$0	$0	$0	$0	$65,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0135

PROJECT NAME: Repair elevator on 1973 side of Courthouse

Department:	ARPA
Division:	County Buildings
Project Location:	Courthouse
Project Year	2023



Project Description:

Repair elevator on 1973 side of courthouse.

Project Justification:

Repair elevator on 1973 side of courthouse. This elevator is need as a backup to the 1989 elevator. Currently if the 1989 elevator is out of service there is no way for anyone who can not climb stairs to get to the 3rd floor.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$150,000	$0	$0	$0	$0	$150,000
Total	$0	$280,000	$0	$0	$0	$0	$280,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0180

PROJECT NAME: Online Permitting/Licensing Module

Department:	ARPA
Division:	Environmental Services
Project Location:	Courthouse
Project Year	2023

Project Description:

Evaluate and enlist a module for online building permitting, land use, solid waste. Vendor does identify potential for ARPA funding of one-time deployment and annual subscription fee thereafter. This is the same vendor in which we use for the new budget development software/process. This is a replacement of current software, the costs do not include all the existing interfaces into GIS and TAX records. More research needs to be done before this project has a final, true budget.

Project Justification:

Potential benefits, uyet to be fully vetted:

- Bring services online for residents to submit and pay for applications without needing to come to County offices
- Increase internal efficiency by providing a central location for employees to review and approve applications
- Utilize mobile capabilities for inspectors to save time in their day-to-day process

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$95,000	$50,000	$50,000	$50,000	$50,000	$295,000
Total	$0	$95,000	$50,000	$50,000	$50,000	$50,000	$295,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0182

PROJECT NAME: Camera Work Station for Jail

Department:	ARPA
Division:	Jail
Project Location:	Sheriff's Office/Jail
Project Year	2023



Project Description:

A camera work station that would allow on-duty Sergeants the abilities to monitor and download jail camera footage.

Project Justification:

This new hardware would allow Sergeants to perform essential duties and improve supervision of staff and inmates while promoting social distancing. There is no current camera access for Sergeants, which require face-to-face supervision and interactions of both staff and inmates. This project would fall under an ARP request for funding.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
County Program Aid (CPA)	$0	$5,061	$0	$0	$0	$0	$5,061
Total	$0	$5,061	$0	$0	$0	$0	$5,061

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0202

PROJECT NAME: Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects

Department:	ARPA
Division:	Enterprise Services
Project Location:	Courthouse
Project Year	2024



Project Description:

Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects

Project Justification:

The Cisco UCS chassis and Fabric interconnects in the DMZ/Courthouse Data Center need to be replaced due to age and increased load.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
County Program Aid (CPA)	$0	$53,400	$0	$0	$0	$0	$53,400
Total	$0	$53,400	$0	$0	$0	$0	$53,400

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0240

PROJECT NAME: Chisago County Mountain Bike Course

Department:	ARPA
Division:	Parks
Project Location:	Other
Project Year	2023

Project Description:

2.5-3 mile single track mountain bike course located at Ki Chi Saga County Park.

Project Justification:

Improve health and well-being, benefits local tourism and provides a course for the local Mountain Bike Clubs.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
County Program Aid (CPA)	$0	$75,000	$0	$0	$0	$0	$75,000
Total	$0	$75,000	$0	$0	$0	$0	$75,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0261

PROJECT NAME: Upgrade of ARMER Microwave backhaul system- this is a multi year project

Department:	ARPA
Division:	ARMER
Project Location:	Towers
Project Year	2023

Project Description:

Upgrade of ARMER Microwave backhaul system- this is a multi year project. This upgrade is needed to be able to keep system operating properly as mandatory system upgrades are done. Cost are just estimate at this time as final design would be part of the project.

Project Justification:

Upgrade of ARMER Microwave backhaul system- this is a multi year project. This upgrade is needed to be able to keep system operating properly as mandatory system upgrades are done.

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$800,000		$0	$0	$0	$800,000
Total	$0	$800,000	$0	$0	$0	$0	$800,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0300

PROJECT NAME: Harris Wash Bay & Truck Building

Department:	ARPA
Division:	Public Works
Project Location:	Highway – Harris
Project Year	2023

Project Description:

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

Architectural & Engineering fees of $148,300 already ARPA approved and not included in this total

Project information included in July 13th B&F packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$1,858,886	$0	$0	$0	$0	$1,858,886
Total	$0	$1,858,886	$0	$0	$0	$0	$1,858,886

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0301

PROJECT NAME: Central Shop Expansion & Renovation

Department:	ARPA
Division:	Public Works
Project Location:	Highway – Center City
Project Year	2023

Project Description:

-Update/expand both lunch rooms
-Add an office in the Maintenance area
-Expand conference room

Project details can be found in July 13th B&F meeting packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$629,577	$0	$0	$0	$0	$629,577
Total	$0	$629,577	$0	$0	$0	$0	$629,577

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0302

PROJECT NAME: Chisago County Community Building

Department:	ARPA
Division:	Parks
Project Location:	Other
Project Year	2023

Project Description:

- Offer opportunities and meeting spaces for local organizations, daycares, day camps and clubs
- Provides education and experience for adults and children to explore nature in an outdoor and indoor setting
- Serves as a storm shelter

Additional project information can be found in the June 8th B&F packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$350,000	$0	$0	$0	$0	$350,000
Total	$0	$350,000	$0	$0	$0	$0	$350,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0303

PROJECT NAME: Swedish Immigrant Regional Trail Connection with Hwy 8

Department:	ARPA
Division:	Parks
Project Location:	
Project Year	2023

Project Description:

Possible trial connection from ending location of Hwy 8 trail project into Lakeside Elementary School

Additional project information can be found in the June 8th B&F packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$1,000,000	$0	$0	$0	$0	$1,000,000
Total	$0	$1,000,000	$0	$0	$0	$0	$1,000,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0304

PROJECT NAME: Ki Chi Saga Park Municipal Building

Department:	ARPA
Division:	Parks
Project Location:	
Project Year	2023

Project Description:

- Building will include new restroom facility, storage space, concessions, and serve as a storm shelter
- Provides a meeting space for special events and tournaments

Additional project details can be found in the June 8th B&F meeting packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$150,000	$0	$0	$0	$0	$150,000
Total	$0	$150,000	$0	$0	$0	$0	$150,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0305

PROJECT NAME: Water Resources Grant Match

Department:	ARPA
Division:	LID
Project Location:	
Project Year	2023

Project Description:

To develop a Water Resource Match Grant program for lake associations to apply for grant funding for projects initiated and completed by lake associations in the county. Water Resources staff would develop the grant program, along with the grant scoring criteria.

Additional project information can be found in the September 13th B&F packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$250,000	$0	$0	$0	$0	$250,000
Total	$0	$250,000	$0	$0	$0	$0	$250,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0306

PROJECT NAME: Water Resources Truck

Department:	ARPA
Division:	LID
Project Location:	
Project Year	2023

Project Description:

Currently 5 LID and Water Resources staff share one 3/4 ton pickup truck purchased in 2014 to pull the county Landa decontamination unit.

Additional project information can be found in the September 13th B&F packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$50,000	$0	$0	$0	$0	$50,000
Total	$0	$50,000	$0	$0	$0	$0	$50,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0307

PROJECT NAME: Lower St. Croix Watershed Planning

Department:	ARPA
Division:	LID
Project Location:	
Project Year	2023

Project Description:

To complete the implementation action items, measurable outputs and goals in the Lower St. Croix Comprehensive Watershed Management Plan:
- $5,000 laptops for Water Resource Manager and AIS Specialist/Lead Watercraft Inspector positions
- $10,000 to purchase new AIS signage at all public water access in the County
- $5,000 to develop AIS Rapid Response plans
- $1,200 to implement a Volunteer Water Quality Monitoring Program at Sunrise lake
- $200,000 to develop a county wide groundwater plan
- $100,000 to develop a county wide Lake Management Plan
- $100,000 Checkerboard Park plans

Additional project information can be found in the September 13th B&F packet
- $

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$421,200	$0	$0	$0	$0	$421,200
Total	$0	$421,200	$0	$0	$0	$0	$421,200

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0308

PROJECT NAME: AIS Programming

Department:	ARPA
Division:	LID
Project Location:	
Project Year	2023

Project Description:

Countywide AIS programming, such as a CD3 type station

Additional project information can be found in the September 13th B&F packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$35,000	$0	$0	$0	$0	$35,000
Total	$0	$35,000	$0	$0	$0	$0	$35,000

Capital Improvement Project
2023 through 2027

PROJECT # ARPA-0309

PROJECT NAME: Full-Time AIS Specialist/Lead Watercraft Inspector

Department:	ARPA
Division:	LID
Project Location:	
Project Year	2023

Project Description:

Currently addition 10 hours/week to the current part-time AIS Specialist/Lead Watercraft Inspector position over the last three years.

Additional project information can be found in the September 13th B&F packet

Project Justification:

Funding Sources	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Total
ARPA	$0	$40,000	$0	$0	$0	$0	$40,000
Total	$0	$40,000	$0	$0	$0	$0	$40,000

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 15
Title of Item for Consideration: Joint Powers Agreement (JPA) with Hennepin County Sheriff's Office for the Boarding of Hennepin County Inmates	
Action Requested by: Sheriff Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: No previous action has been taken on a JPA with Hennepin County Sheriff's Office for inmate boarding.	
Background: The Hennepin County Jail is undergoing several construction projects and needs to house a substantial number of inmates in other facilities to complete these projects. The Chisago County Jail has been identified as a local partner with sufficient bed space to assist with secure housing of some of these inmates. ***Attachment(s)***: • Joint Powers Agreement – Hennepin County – Inmate Boarding	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Joint Powers Agreement with Hennepin County Sheriff's Office for inmate boarding as provided. The following motion is suggested: ***"Move to approve the Joint Powers Agreement with Hennepin County Sheriff's Office for inmate boarding."***	
Implications of Action: Accepting this Joint Powers Agreement will allow the Chisago County Jail to accept inmate boarders from the Hennepin County Jail. ***Budget/Financial Implications***: The Hennepin County Sheriff's Office has agreed to pay the Chisago County Sheriff's Office the rate of $65.00 per day, per inmate, plus any additional expenses incurred as a result of medical needs of any inmate boarders. ***Legal/Policy Implications***: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	

Administrator's Recommendation

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

AGREEMENT BETWEEN THE COUNTY OF HENNEPIN AND THE COUNTY OF CHISAGO FOR BOARDING INMATES AT THE HENNEPIN COUNTY JAIL

This Agreement ("Agreement") is made and entered into between the County of Chisago, State of Minnesota, through the Chisago County Sheriff's Office, hereinafter referred to as "Chisago County" and the County of Hennepin, State of Minnesota, through the Hennepin County Sheriff's Office, hereinafter referred to as "Hennepin County".

WHEREAS, Hennepin County, wishes to contract with Chisago County to temporarily board Hennepin County detainees ("Detainees") at the Chisago County Jail, hereinafter called the "Facility"; and

WHEREAS, Chisago County currently has limited open bed space available within the Facility and may need to limit number of detainees at times based on their own facility needs.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, Chisago County and Hennepin County agree as follows:

I. TERM AND OVERVIEW

This Agreement shall commence on October 1, 2022 and expire on December 31, 2026, unless terminated earlier in accordance with the provisions herein.

Hennepin County shall request the transfer of Detainees to the Facility, at any time during the term of this Agreement, by providing twenty-four (24) hours' notice to Chisago County. Chisago County shall notify Hennepin County within eight (8) hours of any request if it does not have open bed available.

Hennepin County shall provide twenty-four (24) hours' notice to Chisago County prior to transferring from the Facility.

The parties shall cooperatively schedule timing and logistics for each agreed upon transfer to or from the Facility.

II. CHISAGO COUNTY DUTIES

Subject to the provisions herein, Chisago County shall:

1. Accept and provide for the secure custody, care and safekeeping in the Facility of Detainees and house them in the Facility in accordance Chisago County's policy for secure detention and in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the Facility, and this Agreement. Except for the medical care and services provisions below, Chisago County shall notify Hennepin County in the event a Detainee needs transport of any kind and Hennepin County shall make necessary arrangements to meet the need.

2. Permit Hennepin County to transfer Detainees during the term of the Agreement based on available open beds at the time. Any such transfer shall be under the terms and condition of this Agreement.

3. Provide Detainees with the same level of medical care and services provided to Chisago County inmates, including the transportation of and security for Detainees requiring removal from the Facility for medical treatment until Hennepin County can respond pursuant to paragraph III-3. Chisago County shall have the sole authority to determine whether any Detainees housed in the Facility require emergency medical and dental care. Chisago County shall notify the Hennepin County authorized agent whenever a Detainee is removed from the Facility in order to provide emergency medical or dental treatment. All Detainees requiring emergency medical treatment will be treated according to the joint medical protocol established between Hennepin and Chisago counties, which is attached hereto and incorporated herein as Exhibit A. The joint medical protocol shall also govern payment for all

medical and dental appointments, prescription medications, hospital visits or admissions. Additionally, Chisago County shall determine whether the Detainee has health, medical, dental or other insurance, then submit the same as applicable.

4. Admit Detainees upon receipt by Chisago County of the booking sheet that Hennepin County uses in the ordinary course of its duties, which shall include a photograph, to establish the identity of the Detainee. This documentation must be presented by an authorized agent, personnel, or employee of Hennepin County and shall only release Hennepin County Inmates into the custody of Hennepin County's agents, personnel or employees and said release shall be conducted in accordance with Facility's release policies. The Facility will be available to accept Detainees twenty-four (24) hours per day.

5. Prison Rape Elimination Act Compliance
Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

III. HENNEPIN COUNTY DUTIES

Subject to the provisions herein, Hennepin County shall:

1. Transport all Detainees to and from the Facility, except in those cases where the Detainee is transported to a medical care facility for emergency medical or dental treatment pursuant to paragraph II-3 of this Agreement.

2. Provide Chisago County with all necessary orders, writs, and other documentation prior to transferring a Detainee.

3. Chisago County shall notify Hennepin County in the event a Detainee may require medical care and assistance away from the facility that may exceed eight (8) hours. Hennepin County shall exercise commercially reasonable efforts to relieve Chisago County as soon as practical. Chisago County shall provide secure custody, care and safekeeping for Detainees receiving medical care and assistance away from the Facility until relieved by Hennepin County personnel.

4. Provide classification information to Chisago County Jail on all Detainees to be boarded in Chisago County prior to placement of Detainee in the Chisago County Jail.

   Notwithstanding Hennepin County's classification, Chisago County shall classify the Detainee as indicated and required pursuant to Chisago County's classification system.

5. Ensure any Detainee being transferred from Hennepin County Jail to the Chisago County Jail has been screened for COVID19 at least seventy-two (72) hours prior to transfer. Hennepin County shall not transfer any Detainee who is known to be currently positive for COVID19.

IV. PAYMENT

1. Chisago County shall invoice Hennepin County as follows:

   A. Hennepin County shall pay Chisago County a daily rate of Sixty-five dollars ($65.00) per calendar day at the facility, per Detainee, plus medical, dental and prescription costs. The per diem amount can be increased at any time if mutually agreed upon by both parties. The total cost of this Agreement, including all reimbursable expenses, shall not exceed one hundred thirty thousand dollars ($130,000.00). In the event of unexpected costs, this Agreement may be amended to increase the not to exceeded amount, which shall be done in writing, authorized, and signed by both parties

B. All actual costs associated with emergency medical or dental services provided outside of the Facility pursuant to paragraph II-3 of this Agreement, including transportation expenses, will be a reimbursable expense paid by Hennepin County to Chisago County upon invoice to Hennepin County. In the event Chisago County incurs additional personnel costs in relation to transporting and/or providing secure custody, care and safekeeping during medical or dental treatment away from the Facility or during hearings or other legally required appointments, Hennepin County shall pay the actual costs for said personnel's wages not to exceed the prevailing hourly wages, as applicable, at the rate of one and one half times together only with the Chisago County's share of Medicare and PERA contributions being paid by the County to each County employee and personnel at the time such County employee's services have been actually utilized to provide such services.

C. Chisago County shall invoice Hennepin County at the end of each month.

2. Payments shall be made by Hennepin County within thirty (30) days after receipt of invoice from Chisago County. The invoice must state the Detainee's name, the dates the Detainee is incarcerated, and detail of any costs over and above the fixed per diem including but not limited to costs and expenses for medical or dental care and services according to the terms herein.
3. If the invoice is incorrect, defective, or otherwise improper, Hennepin County will notify Chisago County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Chisago County, Hennepin County will make payment within thirty (30) days.

V. CANCELLATION

This Agreement may be canceled by either party at any time with or without cause upon twenty-four (24) hours written notice to the other party. In the event Chisago County cancels this Agreement, Hennepin County shall have seventy-two (72) hours from receipt of the written notice to take custody and control of all Detainees in Chisago County's secure custody, care and safekeeping.

Termination of this Contact shall not discharge any liability, responsibility, or right of any party which arises from the performance of or failure to adequately perform this Agreement prior to the effective date of termination. Nor shall termination discharge any obligation, which by its nature would survive after the date of termination.

VI. ASSIGNMENT

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

VII. AMENDMENTS

Any amendments to this Agreement shall be in writing, authorized and signed by both parties. All items that are referenced or that are attached are incorporated and made a part of this Agreement.

VIII. DATA PRACTICES

All data collected, created, received, exchanged, maintained, or disseminated because of this Agreement is governed by the Minnesota Government Data Practices Act, MN STAT. CHAPT. 13, including but not limited to Minnesota Statutes Section 13.05, Subd. 6, and the Minnesota Rules Implementing the Act.

IX. INDEMNITY

Each party to the Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers and employees may hereinafter sustain, incur, or be required to pay, arising out of or by

reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party.

X. MERGER

It is understood and agreed that the entire Agreement between the parties is contained here and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed part of this Agreement.

XI. COMPLIANCE WITH LAWS/STANDARDS

1. Each party agrees to comply with all Federal, State, and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability or age.

2. Each party further agrees to comply with all Federal, State, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Chisago County's performance of the provisions of this Agreement.

3. Chisago County shall procure at its own expense, all licenses, permits, or other rights for the provision of the services contemplated herein.

4. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

XII. RECORDS/REPORTS

1. Chisago County agrees to maintain records relating to all services provided to Detainees under the terms of this Contact according to Minnesota State Statues and Chisago County documents retention policy. Such records shall be made available for audit or inspection at any time upon request of Hennepin County or its authorized representative.

2. Chisago County agrees to provide the Sheriff of Hennepin County with written notice of all claims filed by any Hennepin County detainee against it concerning boarding/detention services.

3. During the term of this Agreement, upon request by the Sheriff of Hennepin County, Chisago County shall submit to the Sheriff of Hennepin County copies of all inspection reports completed by the Minnesota Department of Corrections or any other State of Federal agency dealing with the Detention Center.

XIII. INDEPENDENT CONTRACTOR STATUS

Chisago County is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Chisago County as the agent, representative, or employee of Hennepin County for any purpose or in any manner whatsoever. Any and all claims that arise or may arise on behalf of Chisago County, its agents, servants or employees as a consequence of any act or

omission on the part of Chisago County or its agents, servants, employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of Hennepin County.

XIV. SUBCONTRACTING/SUCCESSORS

1. Subcontracts. Chisago County shall not enter into any contracts providing secured beds for Hennepin County at any facility other than the Chisago County Jail.

2. Successors. Hennepin County and Chisago County each bind itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement.

XV. DEFAULT

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

XVI. Agreement RIGHTS/REMEDIES

1. Rights Cumulative. All remedies available to either party under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of the other remedies.

2. Waiver. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by the Agreement Agents of Hennepin County and Chisago County specified in Section XVII herein.

XVII. CONTACTS

The authorized contacts for purposes of administration of this Agreement are Sheriff Brandon Thyen or designee for Chisago County, 15230 Per Road, Center City, MN 55012 (651-213-6302) and Sheriff David Hutchinson or designee for Hennepin County, 350 South 5th St. Room 6, Minneapolis, MN 55415.

THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned governmental units by action of their governing bodies have caused this Agreement to be executed on the last date written below.

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

Reviewed for COUNTY by:

ATTEST:

Board Resolution No:

By:

Document Assembled by:

Bryan Kallstrom

Bryan Kallstrom
E-signed 2022-10-14 10:59AM CDT
Bryan.Kallstrom@hennepin.us
Hennepin County
Assistant Director of Finance

CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

EXHIBIT A

When a Detainee is transported to Chisago County, Hennepin County Health Services will send medications the prisoner is taking and all necessary medical information. Chisago County will provide medical, dental, and mental health treatment following their clinical protocols and procedures. Chisago County shall obtain approval of the Sheriff of Hennepin County, or his designee, before non-emergency medical dental or psychiatric treatments are provided to a Detainee.

EMERGENCY ROOM VISITS

All medical emergencies will be transported to Fairview Hospital (Wyoming, MN) Emergency Room by ambulance or by Chisago County staff.

HOSPITAL ADMISSIONS

A Detainee needing hospitalization will be transported to Fairview Hospital (Wyoming, MN) or nearby Hospital as soon as possible following a medical emergency. A Detainee admitted to the hospital will have a permanent transfer to the care and custody of Hennepin County.

HOSPITAL VISITS

A Detainee needing medical follow-up clinic visits or medical specialty clinic visits will have a permanent transfer to the Hennepin County Adult Detention Center.

MEDICAL RECORDS

Medical record information, including test results and prescriptions, will be shared between the two facilities as medically necessary.

TUBERCULOSIS SCREENING

Screening of Detainees by nurses within 14 days for tuberculosis will comply with Minnesota Statutes Section
144.455 pertaining to tuberculosis screening and follow-up practices.

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 16
Title of Item for Consideration: 2023 Law Enforcement Services Contract for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: Law Enforcement Services contracts for Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City expire at the end of 2022. These are the new agreements for 2023 with no previous action.	
Background: The Sheriff's Office provides law enforcement services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City and currently has a one-year contract agreement to provide those services. The current contract ends December 31, 2022 and the Sheriff's Office and the cities are seeking a new one-year contract for 2023. ***Attachment(s)*:** • Agreements to provide Law Enforcement Services to the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris, and Rush City (*available with Clerk of the Board)*	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreements to provide law enforcement services for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City. The suggested motion is as follows: ***"Move to approve the 2023 Law Enforcement Services Contracts for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City."***	
Implications of Action: These agreements allow the Sheriff's Office to provide law enforcement services to the contracted cities. Every year these agreements will need to be approved by the board due to the need to update contract details. ***Budget/Financial Implications*:** These agreements have already been factored into the 2023 budget. ***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	

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

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 17
Title of Item for Consideration: ARPA Expenditure - Children's Services Collaborative	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administrator

Previous Action on this Matter: At the May 11th B/F Meeting, Chisago Lakes Schools Superintendent Dean Jennissen attended the meeting and presented the 'Children's Collaborative' ARPA request and Board tabled to another time. At the June 8th B/F meeting, Supt. Jennissen and County Attorney Reiter presented revised information, addressed the questions that were raised, and presented the Collaborative Information again. At the June 15th, 2022, Board of Commissioners meeting the Board allocated $118,000 of the County's ARPA funds to the Children's Services Collaborative.

Background: As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have discussed and directed staff to develop a grant program which allocates a total of $118,000 of the County's total $10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funding to the Chisago County Children's Services Collaborative which serves the children of Chisago County.

The Chisago County Children's Collaborative has been a long-standing group of School District Superintendents, HHS Director, Probation Directors, Community Organizations, such as Lakes and Pines and Therapeutic Services Agency (TSA). The stated mission of the Collaborative is to improve the lives of children and families in Chisago County.

The funds received by the Collaborative are managed by Chisago County HHS which serves as the fiscal agent for the funding. In turn, the funds are dispersed through a semi formal competitive grant processes. Currently, the funding is directed toward a Early Childhood Resource Coach serving pre-school children and families, Truancy Probation Officer providing direct contact to students struggling with school engagement, and Day Treatment Transportation Coordination partially funding staff position at TSA to coordinate transportation to school-aged children requiring intensive Mental Health Services.

The projections for the Collaborative's funding from DHS will not cover the current program positions for the coming year (2022-23) and rather than cut resources to these valuable resources, the Collaborative is seeking ARPA funds directed at serving children in Chisago County. As you can see from the current programming, each service is designed to help children and families to address well-being and school readiness, mental health supports, school attendance and therapy attendance.

Attachment(s):

- 2022 Chisago County ARPA Children's Services Collaborative Application and Sub-recipient Agreement
- Powerpoint (June 2022)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board

of Commissioners approve the grant application and sub-recipient agreement with the Children's Services Collaborative and allocation of $118,000 to the Children's Services Collaborative. The following motion is recommended;

"Move to approve the grant application and sub-recipient agreement with the Children's Services Collaborative and pay $118,000 to the Children's Services Collaborative."

Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to issue a grant to the Children's Services Collaborative.

Budget/Financial Implications: There is no levy or budget impact by the creation of this grant program using County ARPA funds. However, this is an expenditure of up to $118,000 of Chisago County's ARPA allocation.

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

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

2022 CHISAGO COUNTY CHILDREN'S SERVICES COLLABORATIVE GRANT
Sub-recipient Grant Agreement

This Grant Agreement (this "Agreement") is entered into by and between Chisago County, Minnesota and the Children's Services Collaborative.

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant Application") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted to the County an application for a grant to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Application, the County is (or will be) willing to provide restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by the Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

1. **EFFECTIVE DATE AND TERM**
   This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. **REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA**
   In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

3. **TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT**
   Upon receipt of the GRANTEE's complete fund application, the COUNTY shall disseminate funds within twenty (20) days of receipt of said application. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

4. **EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY**

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

5. **TERMINATION**
   The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

6. **INDEPENDENT CONTRACTOR**
   Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

7. **HOLD HARMLESS AND INDEMNIFICATION**
   The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

8. **COMPLIANCE WITH LAWS AND GUIDELINES**
   The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

9. **MAINTENANCE AND AUDIT OF RECORDS**
   The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

10. **NOTICES**
    Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE
Jaime Nord, County Collaborative Coordinator
St. Croix River Education District
425 S. Dana Ave.
P.O. Box 637
Rush City, MN 55069

COUNTY
Chisago County Children's Services Collaborative Grant
Attn: Kristin Waddell, Chief Deputy Auditor-Treasurer
313 N. Main St.
Center City, MN 55012

11. **IMPROPER INFLUENCE**
Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

12. **CONFLICT OF INTEREST**
The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

13. **TIME**
Time is of the essence in this Agreement.

14. **SURVIVAL**
The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

15. **AMENDMENT**
No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

16. **GOVERNING LAW; VENUE**
The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

17. **NON-WAIVER**
No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of

any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

18. **BINDING EFFECT**
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. **ASSIGNMENT**
The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

20. **ENTIRE AGREEMENT**
This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

21. **NO THIRD-PARTY BENEFICIARIES**
Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. **CIVIL RIGHTS COMPLIANCE**
Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

23. **SEVERABILITY**
In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

24. **COUNTERPARTS**
This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. **AUTHORIZATION**

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this 19th day of October, 2022.

Signatures:

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

For the County:

By: _____ Dated: 10/20/22
Richard Greene, Chair

By: _____ Dated: 10/20/22
Chase Burnham, County Administrator

Attest:

By: _____ Dated: 10/25/2022
Christina Vollrath, Clerk of the Board

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____ Dated: October 17, 2022
Janet Reiter,
Chisago County Assistant County Attorney

CHISAGO COUNTY
BOARD APPROVED

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____ Dated: 10/31/2022

Printed Name: Jamie Nord

Title: County Collaborative Coordinator

Exhibit A

2022 CHISAGO COUNTY CHILDREN'S SERVICES COLLABORATIVE ARPA GRANT

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of $118,298 of their total $10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to the Children's Services Collaborative directly serving Chisago County.

The Board has allocated $118,298 for Children's Services Collaborative programming or 'Open Use.'

The Children's Services Collaborative may apply to Chisago County using this application. The County will provide the funds in the form of a grant. On the grant application form, the Children's Services Collaborative must explain how the funds will be used for programming or 'open use.' The Children's Services Collaborative is subject to subrecipient monitoring to confirm that their expenditures are compliant with ARPA, so all receipts must be maintained and may need to be submitted if the County requests. The Children's Services Collaborative must enter into a Sub-recipient Grant Agreement with Chisago County to receive the funds.

Programming/ 'Open Use' allocation:

These funds should be used by the Children's Services Collaborative to support their programming. The funds could be used to purchase equipment, supplies, or other items this programming needs to further its mission statement or purpose. The Children's Services Collaborative may use 'Open Use' allocation to pay for the salary and benefits of the Children's Services Collaborative staff, including increased wages needed to recruit and retain excellent staff, and to fund premium pay, bonuses, training, and other worker supports.

Ineligible Uses:

Children's Services Collaborative may NOT use funds to replenish a budget stabilization fund, rainy day fund, pay a debt or similar reserve account.

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

Contact for More Information:

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

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

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

2022 CHISAGO COUNTY CHILDREN'S SERVICES COLLABORATIVE ARPA GRANT

APPLICATION

Application must be completed in full to be considered

CHILDREN'S SERVICES COLLABORATIVE

Address: 425 S Dana Ave., PO Box 637, Rush City, MN 55069

Primary Contact Person: Jamie Nord

Primary Contact Email: jnord@scred.k12.mn.us

Primary Contact Title: County Collaborative Coordinator / Executive Director

Secondary Contact Person: Cherie Turek

Secondary Contact Title: Office Manager / Executive Admin Assistant

Secondary Contact E-Mail: cturek@scred.k12.mn.us

Federal Tax Identification Number: _____

Programming/ 'Open Use' allocation:

Please provide specific details on how the ARPA funds will be used to support the Children's Services Collaborative programming or classes.

See attached proposal for details

ACKNOWLEGEMENT:

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

Children's Services Collaborative Contact Person

10/25/22

Signature Date

Chisago County Interagency Children's Services Collaborative

American Recovery Plan Act (ARPA) Funding Request Follow Up

June 2022

Overview of Projects

1. Truancy Support
2. Early Childhood Resource Coaching
3. Day Treatment Transportation Coordination

All collaborative projects serve children & families who are residents of Chisago County regardless of district of enrollment

Truancy Support

The Why

"Truancy is the first sign of trouble; the first indicator that a young person is giving up and losing his or her way. When young people start skipping school and/or class periods, they are telling their parent(s), school officials, and the community at large that they are in trouble. They need our help if they are to keep moving forward in life and succeed."

U.S. Department of Education, 1996, p. 1

Overview & Residents Served

Juvenile Probation Agent(s) work to address the factors contributing to truancy for students who are residents of Chisago County as part of a comprehensive Pre-Court diversion effort stretching across collaborative partners, including schools, County Attorney's office, Health & Human Services, mental health providers, etc.

Approximately 150 students and families are served each school year. Currently, there are approximately 60 open cases with active engagement

Goals

1. Increase graduation rates/success rates amongst the students in our County
2. Decrease the number of referrals for Juvenile Court intervention
3. Improve academic achievement amongst our students
4. Provide supervision and services based upon the individual needs of the student and his/her family

Early Childhood Resource Coaching

The Why

"The mental health of young children is closely connected to and interwoven with the well-being of their caregivers (i.e., parents, guardians, teachers, and other Head Start staff). Interventions to reduce adversity and thereby help improve brain and body wellness for children must focus on the family".

McEwen (2011) Effects of Stress on the Developing Brain

Overview & Residents Served

The Early Childhood Resource Coach mentors families with high needs through the process of obtaining access to available resources. Specifically, services will be readily accessible to families (i.e., no evaluation process; limited 'red tape') and will be focused on identifying and prioritizing the mental health needs of the family system. Services could include: interim services while connecting family to long-term providers; providing parent education on targeted social-emotional topics; consulting with local agencies on mental health topics related to children ages birth to 5.

Approximately 35-40 families are served each school year by the Resource Coach.

Goals

1. Increase the number of positive parent-child interactions for each family served.
2. Connect families to appropriate resources based on the focus areas established at the beginning of their partnership.
3. Contact families within 1 week of the referral to help address immediate needs with low red tape.
4. Serve as a resource for all agencies to refer to and connect with regarding early childhood mental health by having ongoing monthly check-ins.

Day Treatment Transportation Coordination

The Why

Children and teens in Chisago County who have extensive mental health problems and participate in Day Treatment provided by Therapeutic Services Agency, In. located in the North Branch school district located at the Middle School are challenged to continue their participation in Day Treatment when school bus transportation is not available due to school days off (teacher workshop days, holiday breaks, Summer).

Our youth need consistent access to day treatment services in order to experience the desired outcomes of the program.

Overview & Residents Served

TSA Staff time is dedicated to contact with parents (and other care providers), insurance companies, county workers, school staff and administrators, bus company administrators, taxi service coordinators, taxi drivers, to arrange for and coordinate transportation and details to help children and teens receive transportation to and from Day Treatment.

Approximately 855 rides to and from day treatment have been coordinated this school year to date. This equates to 35% of day treatment transportation in Chisago County needing to be coordinated by TSA staff.

Goal

Arrange for transportation for children and teens to get to and from Day Treatment through a variety of resources to provide continuity of care.

Questions?

We appreciate your time and consideration of this request.

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 18
Title of Item for Consideration Policy and Procedure #500: County Disposition, Cremation and Burial	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: Revised back in 2011.	

Background: Having this Policy and Procedure in place will give County Staff members the knowledge of what services are covered by the county, and what parts of the services will not be covered, what is directly provided is Direct Cremation, or immediate Earth Disposition, also covered is Funeral home expenses, not flowers.

Attachment(s):

- Chisago County Disposition, Cremation and Burial Policy & Procedure #500

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County Disposition, Cremation and Burial Policy & Procedure #500. The suggested motion is as follows:

"Move to approve the Chisago County Disposition, Cremation and Burial Policy & Procedure #500."

Implications of Action: Approval of this Policy and procedure will give a good layout to staff members to understand the amounts that will be covered for Cremation and Earth Burials, and also to indicate what the County will not be covering.

Budget/Financial Implications: The Burials will be paid from County funds.

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

CHISAGO COUNTY
HEALTH & HUMAN SERVICES
POLICY & PROCEDURE

Topic: County Disposition, Cremation, and Burial Policy

I. Purpose.

a. In accordance with MN Statute §261.035, Chisago County will provide for the immediate disposition or direct cremation for residents of the County who are otherwise unable to pay the cost of disposition of their remains.

II. GENERAL POLICY

a. When a person dies without apparent means to provide for final disposition, as defined in Minn. Stat. §149.02, including entombment, burial, or cremation of a deceased resident of Chisago County, the County board or its designee shall first investigate to determine whether that individual had contracted for any prepaid cremation, burial or funeral arrangements. If it is determined that the person did not leave means to bare the necessary expenses of a final disposition, nor is there any responsible relative of means to procure the disposition, , the County shall pay for immediate disposition or direct cremation. If neither the wishes of the decedent or the practices of the decedent's faith tradition are known, nor the County has information about the existence or location of any next of kin, the County may authorize and provide for cremation of the person's remains and interment.

If an application is approved, all available resources of decedent's estate or funds attributable to the decedent shall be remitted to the funeral home or crematory to offset the expense of the disposition. Chisago County will then pay the balance due (up to the approved limit) to the funeral home or crematory. After approximately thirty (30) days, the County will close out any accounts held by the decedent if the responsible relative is not able to access the funds. In addition, where applicable, any death benefit available must be

applied for and shall be turned over to the County. If other resources become available to the decedent's estate the County will be notified immediately by the next of kin or representative of the estate.

III. AUTHORITY:

Minnesota Statute §261.035; 261.04, 256.935,
524.3-805 Chisago County Board Resolutions.

A. Prior Authorization:

All County dispositions must be pre-authorized. See procedure attached hereto and made a part hereof. A written application for County Disposition must be filed prior to the disposition by any person lawfully authorized to make arrangements for disposition of the deceased. If arrangements must be made during a period that the offices of Chisago County are closed, contact must be made the next working day.

B. County Disposition Costs:

1. Direct Cremation (within 72 hours of death) total costs not to exceed $1,500

2. Immediate Earth Disposition (entombment or burial) (within 72 hours of death) total costs not to exceed $2,500

3. Chisago County will not pay for additional costs associated with the disposition above the approved amount. An invoice for services must be submitted to Chisago County by the funeral home or crematory.

4. County payment must be accepted as payment in full for a County funded disposition. County funded disposition is not intended to supplement or supplant other monies available for disposition services. A responsible relative, next of kin, or other person cannot pay privately above the county approved amount to enhance or improve the services rendered by the funeral home or crematory; said funds offered by the relative, next of kin or other person would instead pay the entire cost of the disposition or defray the costs of the County.

5. Assets available and/or third-party reimbursement, including applicable GoFundMe accounts or similar fundraising, will be applied to the disposition costs incurred by the County.

C. Income Standards:

1. Eligibility for partial or total County payment of disposition expenses will be determined by first deducting all liquid resources of the deceased and those of responsible relatives from the County allowance for disposition. The definition of responsible relative is a spouse or parents of minors. Liquid resources are defined as cash, savings, checking, and certificate of deposits.

2. After determination of liquid resources, all other assets and income will be reviewed for availability and marketability. In the event assets exist which are not readily marketable, a preferred claim will be filed against the deceased's estate to reimburse for the cost of the County disposition. The Application for County Disposition will be denied when there is real property, either homesteaded or non-homesteaded with value and / or equity sufficient to cover the cost of the disposition.

3. Earned and unearned income will be reduced by allowable expenses prior to being applied to disposition cost. Allowable expenses are current child support obligation, current rent due and current utilities owed.

4. The responsible relative must apply for any available death benefits including but not limited to Life Insurance, Social Security (available only to surviving spouse) and Veteran's Benefits. Any death benefits available shall be reimbursed to the County which paid the funeral expenses or paid directly to the funeral home. The County's payment will be reduced by any direct payments to the funeral home or crematory.

D. Residence - Funerals at Expense of County; Minn. Stat. § 261.035

The County where the person is residing at the time of death is responsible for the arrangements and eligible disposition allowance will be used to pay the funeral home. Reimbursement to said County by the financially responsible County is subject to any and all residency rules that exist governing counties responsibility.

COUNTY DISPOSITION PROCEDURE

IV. PROCEDURE:

A. An applicant, responsible relative, or next of kin applying for County disposition

funds must complete the following requirements prior to disposition:

1. Submit to the County a written application or an application completed by phone including verification of assets and resources.

2. A release of information signed for any bank statements received that are more than sixty (60) days old.

3. A copy of documents provided by the funeral home or crematory if a funeral home was contacted prior to application.

B. The County will receive the completed application and determine the eligibility for disposition funds.

1. The County will determine available assets; resources and death benefits of the decedent to pay for disposition.

2. The County will determine if available resources including cash, savings, checking, certificates of deposit or resident account funds (if long term care) are immediately available to be paid to the funeral home. Death benefits can include Life Insurance, Social Security Death Benefit, Veterans Benefits or Prepaid or Prearranged Disposition Plans. Any death benefits immediately available shall also be paid directly to the funeral home.

3. The County will determine that if assets, resources, or death benefits are immediately available to be paid directly to the funeral home and the eligibility for County disposition funds is reduced by those dollar amounts. The application for County disposition will be denied if available assets, resources, and death benefits of the decedent exceed the allowable County disposition fund amount.

4. The County will determine that earned and unearned income is considered available. The only allowable expenses include current child support obligations (not withheld from income), current rent (not mortgage payments) and current utilities.

5. County disposition funds will be denied if there is real property homesteaded or non-homesteaded with value and/ or equity sufficient to cover the cost of disposition unless it is determined by the County that accessing property funds would create a hardship for a surviving spouse.

6. Upon approval, the County will contact the selected funeral with the eligible County disposition fund amount and payment arrangements.

C. The County will refer the application information to the County Collections Officer to pursue reimbursement for County disposition funds paid.

1. If County disposition funds have already been paid, but the decedent's assets, resources or benefits were unavailable; the County would pursue reimbursement for the County funds expended.

2. The Collections Officer will obtain a certified copy of the death certificate from the funeral home or crematory upon approval of disposition funds. At least thirty (30) days after the decedent's death, an Affidavit of Collection will be filed by the Collections Officer to close out accounts held by decedent, but not accessible by the responsible relative.

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

2. **COUNTY OF CHISAGO:**
APPROVED

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

Certified:

Signed:	
Title:	Chase Burnham, County Administrator
Date:	

Signed:

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

Reviewed as to Form:

Signed:	Janet Reiter
Title:	Janet Reiter, Chisago County Attorney
Date:	10/28/2022

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 19
Title of Item for Consideration: TriMin System Service Agreement for 2023	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of TriMin Services Agreement dated January 1, 2022 through December 31, 2022.	
Background: TriMin Systems, Inc. provides computer programming and technical assistance for the maintenance and support of the Chisago County Health and Human Services Accounting Department's accounting software system. ***Attachment(s)***: • TriMin System Service Agreement for 2023	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the TriMin System Service Agreement for 2023. The suggested motion is as follows: ***"Move to approve the TriMin System Service Agreement for 2023"***	
Implications of Action: Approval will allow TriMin Systems, Inc. to provide programming and technical assistance for the Health & Human Services Accounting Department's accounting software system. ***Budget/Financial Implications***: Budgeted levy dollars of $2,900.00. ***Legal/Policy Implications***: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	

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

ACS / SWS Support Services Agreement for 2023

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

CHISAGO COUNTY (MN)

(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between CHISAGO COUNTY (MN), hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member (or past member) of a group of Minnesota county welfare and human services agencies and other entities, previously known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

A. Agency Collection System (ACS)

B. Social Welfare System (SWS)

II. Support Definition

A. Support: TriMin will provide remote application support for County via telephone and email. Support includes the following aspects:

1. Consultation and problem assistance, as scheduled
2. New staff orientation/overview training, as scheduled
3. Bug Fixes, as needed
4. Mandated Modifications, per II-C below
5. Invoicing of charges to the County

B. Special Projects: "Special Projects" are those projects which the User Group (the group of counties using ACS and/or SWS) may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the User Group, with individual Counties each deciding to participate upon knowing the cost of the project and their expected contribution. Special project charges will only apply if a given county has agreed to said project and given approval to participate. Counties that do not participate would not receive the benefit of the project.

C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.

Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.

In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the User Group and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).

Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.

Mandated Systems Modifications shall be initiated upon receipt of authorization from the User Group. Counties not wishing to participate may opt out, but will not receive the system modification.

D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.

B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 16, 2022

A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "X" in square(s) below):

☒ **Annual Support for ACS, paid as one-time charge (one billing): $1,450**

☒ **Annual Support for SWS, paid as one-time charge (one billing): $1,450**

B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.

C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.

D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:

$180 per hour

E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by the User Group prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.

2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.

2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the User Group.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.

F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.

G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.

H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and

employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars ($1,000,000) per accident for combined single limit.

2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars ($2,000,000) for property damage arising from one (1) occurrences, two million dollars ($2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars ($2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.

3. Statutory Workers' Compensation Insurance

4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars ($1,500,000.00).

5. TriMin will provide the certificates of insurance as requested and provide that the insurance carrier will notify the User Group in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.

K. Local Alterations: For each of the systems supported under this contract, the code maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the User Group. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.

M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.

P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.

S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.

T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.

V. Duration

The duration of this Agreement shall be January 1, 2023, to December 31, 2023, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

Accepted and Agreed for:		**Accepted and Agreed for:**	
County:	CHISAGO COUNTY	**TriMin Systems, Inc.:**	
Signed By:		Signed By:	
Name:	RICK GREENE	Name:	Joe McNiff
Title:	Chair, Board of Commissioners	Title:	Vice President
Date:		Date:	

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** **20**
Title of Item for Consideration: MFIP & DWP Program Provider Agreement with Central Minnesota Jobs & Training Services (CMJTS)	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services

Previous Action on this Matter: Approval of MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County dated 1/1/2022 through 12/31/2022.

Background: County agencies are required by MN Statute 256D.051 to provide to Supplemental Nutrition Assistance Program (SNAP) recipients an employment and training program. This Statute also requires agencies to prepare an annual plan for the operation of the SNAP Employment & Training Program and submit it to the Commissioner of the Department of Employment and Economic Development (DEED). Chisago County, through its Health & Human Services Department, contracts with Central Minnesota Jobs & Training Services (CMJTS) to provide this program.

Attachment(s):

- MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County 2023
- Exhibit A: Work Plan
- Exhibit B: Budget Plan

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County. The suggested motion is as follows:

"Move to approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County."

Implications of Action: Approval of the SNAP Local Area Plan allows Chisago County to submit a request to the MN Department of Employment and Economic Development for funding for administering the SNAP employment and training program in Chisago County. Approval of the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County will allow continued provision of employment services to eligible Chisago County residents.

Budget/Financial Implications: Funded with state grant 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 _____

AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN
CHISAGO COUNTY AND
CENTRAL MINNESOTA JOBS & TRAINING SERVICES, INC.
JANUARY 1, 2023 TO DECEMBER 31, 2023

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between **CHISAGO County,** hereinafter referred to as the "COUNTY", and

Central Minnesota Jobs & Training Services, Inc.

406 7th Street East, PO Box 720

Monticello, Minnesota 55362

Social Security or Federal Identification Number: 41-1484048
Minnesota State Tax Identification Number: 2073311,
hereinafter referred to as the "PROVIDER."

WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.78, and Diversionary Work Program (DWP)2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

WHEREAS, The PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

a. The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2023 (January 1, 2023 to December 31, 2023). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of January 1, 2023 to December 31, 2023. The available funds for this agreement shall not exceed $223,302.00 with no more than 7.5% of that amount being used for Administration, see Budget, Exhibit B.

b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3, below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on January 1, 2023 and shall remain in effect until December 31, 2023, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

b. Termination for Cause: The COUNTY shall terminate the service agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to

comply with any of the provisions contained in this service agreement. If the PROVIDER fails to perform in whole or in part under this service agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten-(10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the service agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

b. Any dispute concerning a question of fact arising under this service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this service agreement in accordance with the COUNTY'S initial decision.

d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the County and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this service agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than $ 250,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than $2,000,000 General Liability Insurance minimum limits are $500,000 per claimant, $1,500,000 per occurrence, $1,500,000 annual aggregate.

2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than $200,000 per accident for property damage, $200,000 for bodily injury and/or damages to any one person, and $200,000 for total bodily injuries and/or damages arising from any one accident. –OR- a Combined Single Limit $200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.

3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.

4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.

In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER 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 PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

a. Audits: The PROVIDER agrees to have an annual audit in accordance with uniform grant

guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this service agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to provide access to the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.

2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.

3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.

4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.

5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.

6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.

8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statues, Section 363A.36.

e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.

g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.

i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.

j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

11. VOTER REGISTRATION: The PROVIDER shall provide non-partisan voter registration services and assistance; using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162 (1990).

12. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this service agreement without prior written consent of the COUNTY. The provisions of this service agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this service agreement.

13. PREGRANT COSTS: Costs incurred from 30 days prior to the effective date of this service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

16. LOBBYING CERTIFICATION AND DISCLOSURE: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than $10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $100, such person shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than $5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2023) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than $5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: _____
TITLE: Central Minnesota Jobs and Training Services, Inc. Chief Executive Officer

DATE: 10/28/2022

SIGNATURE: _____ Joint Powers Board Chair
TITLE: Central Minnesota Jobs and Training Services, Inc. WDB CHAIRPERSON

DATE: 10/28/2022

FOR THE COUNTY

SIGNATURE: _____
TITLE: CHISAGO COUNTY ATTORNEY

DATE: _____

SIGNATURE: _____
TITLE: CHAIR, CHISAGO COUNTY BOARD

DATE: _____

ATTEST

SIGNATURE: _____
TITLE: CHISAGO COUNTY FAMILY SERVICES DIRECTOR

DATE: _____

Exhibit A

CHISAGO COUNTY

2023 Work Plan for

MINNESOTA FAMILY INVESTMENT PROGRAM

And

DIVERSIONARY WORK PROGRAM

Central Minnesota Jobs and Training Services, Inc. (CMJTS), the employment services provider (ESP) shall provide the administration and delivery of the MFIP and DWP employment and training programs. Exhibit A contains a description of the specific programs, activities, and services provided by the ESP.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP): The ESP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.78 and any amendments. The ESP will provide all program requirements within the legal requirements. Following are the specific activities as in the County **Biennial Service Agreement** Minnesota Family Investment Program for January 1, 2022, to December 31, 2023.

I. Program approach

Program services are delivered on the premise that parents have a responsibility to support themselves and their children. CMJTS promotes a strengths-based, family-centered approach to service delivery in helping participants identify employment strengths and challenges to employment. Challenges are addressed in collaboration with community partners and referral to resources are provided to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment.

The CMJTS employment specialist (ES) monitors participation in MFIP/DWP activities and continually assesses for additional barriers, while simultaneously focusing on growing the participant's strengths. The ES emphasizes the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

II. Program Services

The following activities will be offered to participants in the ESP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities

Employment specialists (ES) deliver work-focused services to clients designed to encourage them to seek and gain employment. Various supports are provided, allowing participants to go to work, including medical assistance, childcare, and financial assistance for expenses related to transportation or housing. In addition, ES aims to lessen the length of time families receive public assistance by encouraging participants to look for employment or other means of income to self-sufficiency. To that end, CMJTS ES promotes paid employment activities as a critical element of programming. These activities include:

- Unsubsidized employment
- Subsidized private-sector employment
- Subsidized public-sector employment
- Self-employment
- On-the-job training

For unsubsidized, subsidized, private-sector, and public-sector employment, the participant's employer provides daily supervision, and the ES monitors participation. Compliance with program expectations is observed through copies of pay stubs, timecards, or other statements of work hours provided by the participant. In addition, the ES enters the work hours in the case file, and the financial worker tracks work hours in MAXIS, verifying that each participant is engaged in the required number of weekly hours of activity. ES has access to MAXIS view, which is permitted and governed by DHS. (See MAXIS contract for detailed information on ES access to MAXIS.)

CMJTS offers entrepreneurial training, business consulting, and technical assistance to individuals seeking to start or grow a business in Minnesota using various resources and referrals. The ES refers individuals to their local Small Business Development Center for consultation and training assistance. Or they may be encouraged to connect with community-based organizations that serve entrepreneurs and business owners such as Women Venture and Initiative Foundations or to CareerForce Centers for research and business plan development resources. Participants interested in self-employment must develop a business plan to allow self-employment activities to count for weekly participation hours. The business plan must include a timetable with earning's goals that will result in exiting MFIP. The ES and the participant review the self-employment plans together every three months to compare actual income to potential income per the business plan and determine if earnings move the family toward exiting MFIP.

When an employer considers multiple candidates to fill a vacancy, the ES and participant may incentivize hiring an MFIP or DWP participant. While seeking work, the ES trains jobseekers to promote on-the-job training (OJT) and work opportunity tax credits (WOTC). OJT allows CMJTS to reimburse employers for fifty percent of a new hire's wages for the duration of an agreed-upon training period (typically 12-26 weeks). CMJTS has longstanding relationships with local employers, and this is highlighted by the number of current OJTs written, averaging 50 OJTs annually. CMJTS uses this incentive to increase employment opportunities for program participants. In addition, OJT provides financial motivation for the employer by helping them recover some of the costs associated with onboarding a new hire for the predetermined length of the contract. OJTs are funded through co-enrollment with appropriate other CMJTS state, federal, or foundational grant programs. In conjunction with the ES, the CMJTS Business Service Coordinator (BSC) works first with MFIP/DWP participants who have used 30 or more months of program services and are job ready. CMJTS BSC may also arrange local business tours for MFIP/DWP participants to hear directly from an employer about the business, job positions, career laddering, and general expectations of the employer.

B. Paid and Unpaid Work Experience and Community Service Site Placements

When participants need to gain experience, develop good work skills and habits, or "test-drive" a position, they may be encouraged to participate in a paid work experience, a short-term workplace learning opportunity. CMJTS will be the employer of record for the participant, typically at a rate of pay equal to the federal minimum wage, to work up to 29 hours per week while under the supervision of a local employer, private or public. The employer provides meaningful work training and offers feedback on progress and areas for further development. The ES offers support and guidance as needed. Positive reinforcement by earning a paycheck encourages ongoing activity participation. While not required, employers can offer permanent paid work to clients after the placement agreement ends.

Community Service Site Placement is recommended when a participant is not employed and has completed six weeks of job search. In addition, the CMJTS quality assurance department will also identify long-term cases (30 months or more on MFIP) and propose placements. The ES or the participant will locate non-profit or for-profit businesses to serve as community service sites. All sites will fulfill a useful public purpose and provide training skills for unsubsidized jobs. The ES will document, in the case file, the valuable purpose of the community work experience. Once placed at a worksite, the ES contacts the agency or business at least monthly to assess the participant's progress and establish a strong working relationship with the worksite supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and timely, allowing the ES to address issues with the participant promptly.

Most MFIP participants engaged in unpaid work experience or community service placements are covered under the Fair Labor Stands Act (FLSA). They may not be permitted to work more than the number of hours equal to their combined MFIP cash and food assistance benefits divided by the federal minimum wage ($7.25/hr). Therefore, participants engaged in the maximum number of hours, as allowed by the FLSA, are deemed to be meeting the work participation rate.

C. Job Search and Work Readiness Assistance

CMJTS staff identify that an employer's primary concern is finding a worker who wants to work and learn. Many employers are very willing to train people to get the work skills needed, provided they are ambitious, ready learners. However, most employers are still seeking "fit" over "experience" because employees can learn skills, but fitting in with a team, having a good attitude, and the desire to work and do well often cannot. Therefore, CMJTS ES focuses on developing work readiness and jobseekers' soft skills and draws attention to the local area employment opportunities. Active participation may include the direct act of seeking or obtaining employment and having work readiness skills or life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities. Public assistance recipients often face difficulty entering the job market due, in large part, to their barriers and lack of job search preparedness. CMJTS ES recognizes this and responds by offering counseling activities related to job search strategies and job coaching to hone one's skills. Job coaching may consist of assessing skills and goals, education on internet-based job search tools, job application assistance, interview preparation, providing job leads, and monitoring job search activities to ensure the participant maintains progress. The focus of the ES is to ensure that MFIP and DWP participants have the basic skills, work readiness skills, and occupational skills necessary to succeed in personalized goals that lead to self-sufficiently. Program services include:

- developing a master job application
- opening and closing an interview
- using positive skill statements
- answering tough interview questions
- making a good first impression (appropriate appearance)
- identifying effective ways to find jobs
- developing an appropriate resume
- registering on Minnesotaworks.net
- labor market information (LMI)

CMJTS has appropriate procedures for ES to verify work participation activities and daily supervision requirements for all job search and work readiness activities. The ES proves compliance and plan progress by collecting the

participant's required verification and ensuring it is well-documented and in the file.

CMJTS monitors and ensures required contact with each case through the following methods:

- The ES enters case notes in Workforce One (WF1) to document that the participant is progressing towards employment, participating in activities, tracking hours, and focusing on program advancement.
- The program supervisor completes in-depth file reviews throughout the program year to ensure the ES is entering proper case notes, accurately tracking participant hours in WF1, and recording participant activities, while ensuring the participant is successfully progressing in job-ready activities or towards employment.
- The CMJTS program manager confers with the program supervisor and the ES regularly regarding participant's progress and success.

D. Individualized Structured Job Search (SJS)

SJS supports the message that the MFIP and DWP programs are intensive and are intended to help participants find and keep employment. SJS is a job search activity that helps the participant identify work skills, develop soft skills, and build self-confidence through coaching, peer support, and networking. It also provides a forum for progress evaluation and feedback, sharing job leads, online job searching, completing job logs, etc. SJS is an opportunity for the employment specialist to provide the participant with positive feedback and encourage their constructive job search activities.

Examples of specific SJS topics include, but are not limited to:

- Preparing for job search, both mentally and practically
- Developing a master job application to use as a reference when applying for work
- Knowing how to open and close an interview
- Using positive skill statements
- Answering tough interview questions
- Knowing the importance of appropriate appearance
- Identifying effective strategies to find job vacancies
- Developing an appropriate résumé and cover letter
- Effectively using the internet for job search
- Learning how to register and job search on Minnesotaworks.net
- Networking (i.e., leveraging the hidden job market)
- Contacting employers
- Setting goals and managing time
- Conducting oneself professionally via phone and during an interview
- Communicating assertively
- Communicating respectfully with coworkers and supervisors

- Understanding how to negotiate wages or salary
- Determining which job offer is best and accepting it without burning other bridges
- Career-laddering - how to advance within a company
- Managing personal finances
- Understanding ethics in the world of work
- Maintaining a positive attitude
- Writing thank you notes after job interviews
- Managing stress and balancing work and home life

CareerForce Centers provide opportunities for jobseekers to access job search materials, learn how to write a resume, interview, and search for jobs. Services are tailored to meet individual needs and provided by onsite staff. In addition, CareerForce events and workshops are available to help with career planning. Free access to computers, the internet, printers, fax machines, copiers, and telephones for job search-related activities are open. All of these services are accessed by the ES to help the MFIP/DWP participant succeed.

E. Structured Follow-Up

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of case management. It happens during phone and virtual check-ins and group or face-to-face meetings with the ES. In addition, MFIP/DWP recipients must participate in "work" activities for a minimum number of hours per week, specific to their circumstances, to "earn benefits" each month. Participating in work activities is the participant's job until they obtain paid employment or are placed in community service or work experience.

F. Retention Skill

CMJTS ES can help families stay off public assistance and encourage them to budget household income by helping to make sure they are better off working than receiving public assistance. MFIP/DWP services such as transportation, childcare, financial counseling, short-term training opportunities, and child and family enrichment services are provided to families as a means to stay employed. In addition, retention strategies are discussed between the ES and the participant well before the job begins. The job retention and job search lessons, presented in CareerForce workshops or one-on-one, reinforce transferable skills and learned employment skills.

G. Strategies to Maximize Services and Access to Services to Those with Limited Transportation or Virtual Needs

CMJTS has employed several strategies to encourage participation and help participants achieve desired program outcomes by providing various delivery

options. For instance, for jobseekers who do not have a car or do not drive and do not have access to public transportation, a CMJTS ES may provide services through virtual means or by telephone. The ES will accommodate inconvenient office hours and meet with participants outside of regularly scheduled business hours. ES may also travel to the participant's community and meet locally to address the lack of childcare or other needs. Thus, CMJTS ensures a well-rounded service delivery system representing our communities' diverse needs and securing access for our MFIP and DWP participants. Face-to-face and one-on-one meetings are always the preferred method for delivery of services and prove to develop stronger ES/participant rapport, help with relationship building, and encourage follow-through.

For virtual services to be a viable option for the participant, they should:

- Have access to a computer and internet, such as at home or a local library.
- Use e-based instructional tools and processes to conduct a job search:
    - register for Minnesotaworks.net
    - effectively attend DEED CareerForce virtual workshops
    - create a list of relevant job leads
    - scan and email a resume and job applications to the ES and employers
- Email, text, or phone a report of job search activity and weekly plans of action.
- Communicate regularly with the ES who approves and suggests structured job search activities.

H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services

For participants with mental health, chemical health, or rehabilitation challenges, the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. When documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), the ES shares the documentation with the financial worker. Then, the ES develops an FSS employment plan with the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant, and the ES review progress, identify support service needs and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or the employment plan.

I. Education and Training-Related Activities

CMJTS ES can address employment barriers through short- or long-term training. The goal is to help the participant improve their employability by improving skills needed for available jobs.

Activities may include:

- post-secondary educational training
- job skills training directly related to employment
- high school completion or GED
- English language learning (ELL or ESL)
- adult basic education (ABE)
- labor market information - high-demand, high-wage careers

Training activities may include improving basic skills (e.g., reading, math, or writing), English Language Learning (ELL), and occupational skills training (e.g., welding, typing). In addition, secondary and post-secondary training, delivered either in the classroom or online, is available for participants interested in completing, continuing, or starting a training program within a high-opportunity career pathway that will lead to self-sufficiency.

Each participant taking part in training activities will work closely with their ES to review the results of their career assessments, the availability of training, and the appropriateness of that training. Start times will depend on course availability for those seeking post-secondary educational training (e.g., Associates Degree in Nursing). Short-term occupational training courses (e.g., nursing assistant, commercial truck driving) are available more frequently.

For all education and training activities, CMJTS ES obtain a course statement or class schedule from the educational institution or training provider, ongoing activity logs, and attendance records to document participation hours.
CMJTS staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions each quarter or semester.

Participants in GED, ABE, and ELL/ESL will record dates and hours of attendance on an activity log, signed by a school official, electronic attendance record, or verified by the ES, and submit it to the ES, at least monthly.

For an education and training program to be an approved activity in a participant's employment plan, the participant must maintain satisfactory progress to continue as described by their education institution.
For study time to be allowed, the ES must obtain from the school, training provider, or course instructor a statement that specifies the amount of study time required or advised to make satisfactory progress or complete the education and training program.

III. Family Stabilization Services

Family Stabilization Services are available to help families become more stable. In addition, the opportunity for a modified employment plan, with decreased work or job search hours requirements, may be available, and FSS could help a client stay out of sanction. A participant may be eligible for FSS if they meet any of the following criteria:

- Applying for SSI/SSDI benefits because of disability
- Ill, injured, or disabled (including physical and mental illness) when illness, injury, or disability will last more than 30 days, and keeps client from working 20 or more hours per week
- Caring for a seriously ill or disabled household member whose condition will last more than 30 days and client must be home to care for that person
- Child or adult in the client household is eligible for special medical services. For example, the household includes a child who is severely-emotionally disturbed or an adult with serious and persistent mental illness.
- Victim of family violence
- In the United States for fewer than 12 full months after the month of entry
- Age 60 or older
- Difficulty reading, writing, or understanding English
- Chemical dependency
- Criminal/offender history
- Vocational expert determines the client cannot work 20 or more hours per week
- Learning disability, or an IQ below 80 and a vocational expert determines that the disability limits the type of work that can be done or determines the client cannot work 20 or more hours per week
- Receiving MFIP for more than 60 months because of an extension

The ES will help the participant obtain required documentation when they disclose or demonstrate the possibility of FSS criteria eligibility. When a participant indicates that they may meet any of the above FSS criteria, the CMJTS ES will work with the county financial worker to get verification from a qualified professional to confirm eligibility. The ES will review cases through means of observation, and formal or informal assessment, to determine if there are significant barriers that could qualify a participant for FSS services. The ES will communicate with participants who appear eligible for FSS and inform them of the potential benefit of providing documentation of their situation, e.g., disability, family violence, etc.

For participants who meet the criteria, an FSS employment plan is developed. An FSS plan will include activities needed to help the family. For example, it could consist of ESL or GED classes, medical appointments, looking for housing, etc.

In addition, participants may receive assistance with transportation and childcare expenses to allow them to participate in FSS activities.

CMJTS ES understands that sanctions intend to motivate clients who are having difficulty participating in work activities, and we also want to keep participants positively engaged. Therefore, the CMJTS ES will take a proactive approach with clients to help them address and overcome barriers to program compliance and avoid sanctions. The ES reviews sanctioned cases and those not meeting participation rates monthly to determine if the case could be FSS. Determining a participant FSS allows the ES the flexibility to provide more individualized services and to reduce the risk of Chisago County receiving a federal penalty for failing to meet work participation requirements. FSS cases are state-funded and do not count toward the federal work participation rate.

Suppose the ES or the participant thinks the individual might be eligible for FSS. In that case, they meet and determine what services are needed to help the family become more stable. An FSS plan is developed, and support services help with transportation and childcare expenses to allow the individual to participate in activities. Referrals to community resources further support the goals of the family and move them toward economic stability. The ES may refer to mental health services, vocational rehabilitation services, social security administration, family violence advocacy, and other professionals.

The ES develops employment plans with a broader range of activities and fewer hours to ensure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. CMJTS trains all staff to work with and provide practical and appropriate accommodations to people with disabilities. Additionally, CMJTS has certified benefits analysis counselors on staff and all staff goes through disability resource training to ensure universal access and quality services to all clients with disabilities. For example, to ensure the client can benefit from monthly face-to-face meetings with their ES, accommodations may be made to conduct these visits offsite for those FSS clients who are unable to travel to a CMJTS office location.

The ES will obtain releases of information with all known entities working with the participant. In addition, the ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers and coordinates services when appropriate.

Sanction requirements for FSS are followed. Before sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant can comply with the plan as documented by qualified professionals,

and has attempted a face-to-face visit, either in the office or at a location convenient for the participant.

CMJTS uses several strategies to ensure MAXIS is coded correctly for each participant. Correct FSS coding provides the participant is state funded with the flexibility that the federal work participation rate does not offer. The ES and county worker each verify that the participant meets the criteria for FSS on an annual basis or more often, as required by the supporting documentation in the file. CMJTS and financial services staff meet monthly to review preliminary data and discuss the status of shared participants. If the status codes need updating, the financial worker makes the change(s) during the meeting.

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance

Communication between CMJTS and county staff is frequent. ES meets regularly with eligibility workers to resolve any discrepancies. The more important task of these one-on-one meetings is to collaborate and share information on the progress and struggles our families are experiencing. For example, suppose either the ES or financial worker receives documentation or information indicating a client cannot fully participate in required work activities. In that case, the ES or county financial worker will notify the other party immediately. Likewise, this information is reciprocated when the ES or financial worker receives documentation of activity participation hours, e.g., copies of pay stubs. Eligibility Workers and CMJTS staff have robust and long-term working relationships and communicate on a very regular basis.

The overriding goal of CMJTS is continuous improvement, seen as a joint responsibility of both counties and ESP. Together CMJTS staff and county financial workers can use the improvement tools provided by DHS to ensure performance measures are met. The tools include DHS data sets, preliminary data reports, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are essential to improving participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. In addition, these meetings help the team verify MAXIS coding and Workforce One activity hours for each participant on the preliminary report. Other factors and information may be used by staff to determine and reach participation hours.

Exhibit B

Central Minnesota Jobs & Training Services

Budgeted Expenses - January 1, 2022 to December 31, 2022

MFIP - Chisago

		Proposed Budget	% of Budget
Administration	$	13,456	7.5%
Client Support Services	$	12,500	7.0%
Direct Program	$	153,708	85.6%
TOTAL	$	179,664	100.0%

DWP - Chisago

		Proposed Budget	% of Budget
Administration	$	3,338	7.6%
Client Support Services	$	3,100	7.1%
Direct Program	$	37,200	85.2%
TOTAL	$	43,638	100.0%
GRAND TOTAL		223,302.00	

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 21
Title of Item for Consideration: Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of a contract for medical consultant services dated January 1, 2022 through December 31, 2022.	
Background: Chisago County Health & Human Services has contracted with Dr. Amy Anderson medical consultant services. Consultation services include collaboration with area physicians, assisting in the development and maintenance of community health programs, promoting community health services, medical consultation and direction. ***Attachment(s)***: • Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County. The suggested motion is as follows: ***"Move to approve the Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County."***	
Implications of Action: Approval of this contract will ensure continued medical consultation for Chisago County Public Health Services. ***Budget/Financial Implications***: Budgeted, levy dollars. ***Legal/Policy Implications***: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between AMY ANDERSON, M.D. and CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the Chisago County Community Health Board, 313 North Main, Center City, MN 55102 (hereinafter County), and Amy Anderson, M.D., 11725 Stinson, Chisago City, MN 55013, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 145A.04, is empowered to procure from time to time certain professional/technical services for the development and maintenance of an integrated system of community health services, and

WHEREAS, County is in need of professional/technical services, specifically medical consultation and direction with a practicing licensed physician, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and that he holds a license to practice medicine, issued by the Minnesota Board of Medical Examiners. In the event that such license should expire, or be cancelled or revoked, CONTRACTOR agrees to promptly inform the County of such event,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2023 **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until December 31, 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. **CONTRACTORS DUTIES AND RESPONSIBILITIES**.

The CONTRACTOR shall make every reasonable effort to make himself available to the County in order to provide the following services:

A. The CONTRACTOR shall provide responsible medical consultation and direction to the County.

B. The CONTRACTOR shall promote Community Health Services programs and their development.

C. The CONTRACTOR shall consult with and assist the County and its Advisory Committee in the identification and development of the medical aspects of Community Health Services and programs.

D. The CONTRACTOR shall assist in the development and maintenance of standards in the medical aspects of Community Health Services and its programs.

E. The CONTRACTOR shall maintain a liaison with other area physicians.

F. The CONTRACTOR shall provide consultation relating to screening activities, immunizations, technical procedures and disaster preparedness.

III. **NO MINIMUM REQUIREMENT.**

It is understood and agreed by the parties that the County assumes no obligation to purchase all of its requirements for medical consultation services, as defined by the terms of this Agreement, from CONTRACTOR; nor does the County assume any obligation to purchase any minimum amount of said medical consultation from CONTRACTOR.

IV. **CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows: Compensation of Seventy-five dollars [$75.00] per hour.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

Invoice presented to Chisago County no later than 10 days following the month in which services were provided. For all services provided, the invoice shall indicate the number of hours worked during the course of the month, the dates on which such hours were worked and the nature of the service provided. Payment shall be made within 35 days of receipt of the invoice.

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

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

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5684
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5664

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

Name:	Amy Anderson, M.D.

Address:	11725 Stinson, Chisago City, MN 55013
Telephone:	651-257-8499
E-Mail:	aander16@fairview.org
Fax:	651-257-8833

VI. CANCELLATION AND TERMINATION.

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

B. 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.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VII. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written 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.

VIII. 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.

IX. COMPLIANCE WITH APPLICABLE LAWS. 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. 155.1210. 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.

X. 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.

XI. **INSURANCE**.

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 $1,500,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including hired and Non-owned.

XII. **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.

XIII. **GOVERNMENT DATA PRACTICES ACT**. The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. 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.

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

XIV. **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.

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

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

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

XVIII. **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.

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

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

1. **CONTRACTOR: Amy Anderson, M.D.**
   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:
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:

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Amy Anderson, M.D. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;
D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
   (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
   (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
   (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

(a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.

(b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.

(c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.

(d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.

(e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.

(g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

(1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and

(2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and

(3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.

(h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:

(1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

(j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.

(k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

(l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

(m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.

(n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

(a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

(b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and

(c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless**. The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

(a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

(b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.

(c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings**. The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts**. This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries**. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby**. This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver**. The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns**. This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement**. This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement**. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation**. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 22
Title of Item for Consideration: Family Home Visiting Strong Foundations Grant, 2023 - 2027	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: The Family home visiting strong foundations grant will be used to provide quality evidence-based home visiting services to improve health and developmental outcome for children and families in the selected at-risk communities.

Attachment(s):

- Family Home Visiting Strong Foundations Grant

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Family Home Visiting Strong Foundations Grant. The suggested motion is as follows:

"Move to approve the Family Home Visiting Strong Foundations Grant"

Implications of Action: Approval of this Grant will allow Chisago County provide quality evidence-based home visiting services to improve health and developmental outcome for children and families in the selected at-risk communities.

Budget/Financial Implications: Grant funding from the Minnesota Department of Health.

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

DRAFT

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Leah Hegg, 651-201-5695, health.fhvgrants@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Chisago County Community Health Board	**Grant Project Agreement Number:** 210898	**MDH Program Name:** Family Home Visiting Strong Foundations
Grantee SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** 1/1/2023, OR the date all signatures are collected and the agreement is fully executed, whichever is later. **Expiration Date:** 12/31/2027	**Total Grant Funds will be determined through award letters sent separately from this agreement.**

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per 2 CFR § 200.332. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Unique Entity Identifier (UEI) Name and Number	**UEI Name:** Chisago, County of **UEI Number:** GVHPL28DV794
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is this award for Research and Development?	☐ Yes ☒ No
Project Description	To provide quality evidence-based home visiting services to improve health and developmental outcome for children and families in the selected at-risk communities.
Name of Federal Awarding Agency	Health Resources and Services Administration (HRSA)
Assistance Listing Name and Number (formerly *Catalog of Federal Domestic Assistance, "CFDA"*)	**Assistance Listing Name:** Maternal, Infant and Early Childhood Home Visiting Grant Program **Assistance Listing Number:** 93.870
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	X1043589
Federal Award Date *(Date MDH received federal grant)*	9/7/2021
Total Amount of Federal Award Received by MDH	TBD
Amount of funding from this federal award MDH is issuing to Grantee:	TBD

Minnesota Department of Health

Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Chisago County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 313 North Main Street, Room 239, Center City, MN 55012, ("Grantee").

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ 144.05 and 144.0742;
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00064 ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the activities described in accordance with the terms of this grant project agreement. Pursuant to Minn. Stat. § 16B.98, subd. 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. **Incorporation of Master Grant Contract**
   All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. **Term of Agreement**
   2.1. *Effective date*
   January 1, 2023, or the date MDH obtains all required signatures under Minn. Stat. § 16A.15, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

   2.2. *Expiration date*
   December 31, 2027, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. **Activities**
   3.1. *MDH's Activities*
   MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to

financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. *Grantee's Activities*
Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A and Exhibit B, which are attached and incorporated into this grant agreement.

4. Award and Payment
MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. *Grant Award*
Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit C, which is attached and incorporated into this grant agreement.

4.2. *Budget Modifications*
Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3. *Total Obligation*
The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed the amount established in written award letters.

4.4. *Terms of Payment*

4.4.1. Invoices
MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.4.2. Federal Funds
Payments under this grant project agreement will be made from federal funds obtained by MDH through Title V, Section 511 (42 U.S.C. §711), Assistance Listing (formerly known as CFDA) number 93.870 of the Social Security Act, including public law and all amendments. The Notice of Grant Award (NGA) number is 1 X10MC43589-01-00. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment
All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and

conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. **Ownership of Equipment and Supplies**

6.1. ***Equipment.*** "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

6.2. ***Supplies.*** "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

7. **Authorized Representatives**

7.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Noya Woodrich, Director, Child and Family Health Division, PO Box 64975, St. Paul, MN 55164, 651-201-3594, noya.woodrich@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, MN 55056, 651-213-5217, Courtney.Wehrenberg@chisagocountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. **Termination**

8.1. *Termination by the MDH or Grantee*

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days written notice (e.g., by mail, email, or both) to the other party.

8.2. *Termination for Cause*

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after written notice (e.g., mail, email or both) of termination to Grantee.

8.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project

agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

9. **Publicity**
Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. **Clerical Error**
Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

11. **Telecommunications Certification**
By signing this agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR § 200.216, Grantee will not use any funding covered by this grant 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. Grantee will include this certification as a flow down clause in any contract related to this grant agreement.

12. **Voter Registration Services Requirement**
If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township, or non-profit organization, then Grantee is required to comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by the grantee.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [illegible] and [illegible].

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

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

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [illegible] and [illegible].

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Strong Foundations: Evidence-Based Family Home Visiting

Grantee's Activities

Grantee shall:

A. Provide Evidence-Based Family Home Visiting Services according to the GRANTEE's Strong Foundations finalized and Minnesota Department of Health (MDH) approved workplans and budgets, which are hereby made a part of this agreement. Period of award is January 1, 2023, to December 31, 2027.

B. Submit a yearly work plan which once approved by MDH becomes incorporated into this grant agreement. The work plan should be in the format provided by MDH that includes activities and events identified below. The work plan shall be submitted by November 30th of each calendar year or as indicated by MDH.

C. Submit an annual budget, which once approved by MDH Family Home Visiting (FHV), will become incorporated into this grant agreement. The budget narrative will be in the format provided by MDH FHV for the subsequent budget year. Funding will be determined annually by MDH based on availability of state and federal funding. The budget shall be submitted to MDH by July 31, and revisions, if required by MDH, shall be submitted by August 30th. Award letters will be sent to local agency coordinators and directors by September 30th or earlier if available. Yearly budget time periods are from January 1 to December 31 each year.

D. In the event that new funding is available related to and supporting evidence-based family home visiting services, grantees will have opportunities to respond to additional applications. If awarded, MDH and GRANTEE will work together to finalize additional supportive workplans and budgets to distribute this funding, and these will become incorporated into this grant agreement. GRANTEE will be notified of additional funding through similar process identified above.

E. Deliver home visiting services to families within GRANTEE'S service area with fidelity to the GRANTEE'S selected evidence-based home visiting model(s).

F. Ensure that families' participation in home visiting services is voluntary. Court-ordered or mandatory required participation is not allowed under any circumstances.

G. If GRANTEE is a sustaining evidence-based home visiting program, GRANTEE must achieve a minimum of 85 percent of GRANTEE'S target caseload of families by the end of the first 12-month budget period and maintain this percent throughout the remaining grant period. If GRANTEE is below 85 percent of their target caseload at the end of the first year of the grant award or during the remaining grant period, MDH may adjust GRANTEE's target caseload and funding in subsequent budget years.

H. If GRANTEE is a start-up FHV program, GRANTEE must achieve a minimum of 60 percent of GRANTEE's target caseload of families by the end of the first 12-month budget period and 85% by end of the second year (24 months after award). If GRANTEE is below 85% of their target caseload at the end of the second year of the grant award or during the remaining grant period, MDH may adjust GRANTEE's target caseload and funding in subsequent budget years.

I. Implement continuous quality improvement tools and strategies to improve practices and meet goals. GRANTEE will/must develop procedures for ensuring that family participation and voice inform program improvement.

J. Create a clear plan for staff hiring, training, consistent application of and compliance with state and evidence-based home visiting model programmatic expectations, and continuous measurement and review of performance at all levels of service delivery.

K. If a waitlist becomes necessary, GRANTEE must develop appropriate protocols for servicing waitlist families until they are enrolled.

L. Implement a variety of recruitment strategies to reach and maintain program capacity.

M. Offer flexible hours of operation that meet the needs of families living within their region. This may also include the use of telehealth if evidence-based home visiting model(s) or funding requirements allow it. GRANTEE will be expected to stay up to date on telehealth requirements of model and any 3rd party billing requirements.

N. Establish detailed protocols for evidence-based home visiting model eligibility and enrollment to ensure a seamless experience for parents and families. This also includes timely referral procedures to ensure there are links for families to the appropriate services based on need. This includes the use of community partnerships and collaborations.

O. Create and maintain a referral source network for incoming referrals to the program and perform outreach to recruit families into home visiting services. This includes active recruitment in places such as hospitals, doctor's offices, family health centers, food shelves, schools and local colleges, and community centers. GRANTEE is encouraged to utilize creative marketing to destigmatize parents to home visiting and to build trust directly with families.

P. Increase staff capacity to deliver culturally responsive and trauma-informed services, and ability to provide equitable services to priority populations.

Q. Develop and implement a plan for reflective practice supervision and support for home visitors.

R. Attend and participate in evidence-based home visiting model and state Communities of Practice.

S. Provide family-centered home visiting support that reflects the needs of the family. GRANTEE will be required to assess families for the following risk factors: depression, intimate partner violence, child development (including social-emotional) and parent-child interaction. GRANTEE must implement protocols for assessing these risk factors, including specific assessment tools where culturally appropriate. These protocols should also include additional screening requirements of their prescribed evidence-based model.

T. Attend and participate in meetings, check-in calls, and site visits with MDH to monitor progress. MDH will schedule a minimum of two check-in calls per year with GRANTEE to review programmatic progress, model fidelity, financial performance, and program evaluation.

U. Submit timely invoices, program, and data reports to MDH, as specified in the most recent edition of the Family Home Visiting Reporting Requirements posted on the MDH website.

V. If GRANTEE receives Maternal, Infant, Early Childhood Home Visiting (MIECHV) funding, indicated in award letters, GRANTEE will participate in activities required by the federal Health Resources and Services Administration (HRSA), including performance measurement, and reporting required for the Home Visiting Budget Assistance Tool (HV-BAT).

W. Meet all financial requirements outlined in the most recent version of the FHV Financial Guidance posted on the MDH website, including maintaining separate accounting/cost centers for State and Federal funding using generally accepted accounting practices.

X. Reimburse MDH for payments previously paid to the GRANTEE pursuant to Clause 4 of this grant agreement for costs found to be in excess of the GRANTEE's written grant letters; for costs deemed to be improper, unallowable, or undocumented as the result of an audit, review or other examination; and for the cashed value of any incentive gift cards which may be stolen from or lost by the GRANTEE or issued by the GRANTEE to persons other than Strong Foundations evidence-based home visiting participants or their authorized proxies.

Y. If GRANTEE employs Minnesota Health Care Programs (MHCP) enrolled providers, GRANTEE must seek third party reimbursement for covered services provided to Medicaid-enrolled families through the home visiting program. Third party reimbursement generated by grant supported activities must go back into the GRANTEE'S evidence-based home visiting program, may be used for allowable costs only, and must be reported to MDH in a manner specified by MDH.

Z. Provide MDH with program evaluation data according to the schedules and standards specified by MDH. GRANTEE will submit program evaluation data to MDH's home visiting data system, Information for Home Visiting Evaluation (hereinafter IHVE), unless GRANTEE is a Tribal Nation that has chosen to submit evaluation data to MDH using reports submitted to the developer of their selected evidence-based model.

AA. If required to submit program evaluation data to IHVE, GRANTEE must establish a process that asks clients for their written informed consent to release their individual level data to MDH, in accordance with the FHV Informed Consent Guidance posted on the MDH website. GRANTEE must inform clients that their decision to grant or refuse consent will not impact the client's family's access to services. GRANTEE should inform clients that they may withdraw consent for release of data to MDH at any time, and that withdrawal of consent will not affect any data that has already been released to MDH.

BB. When submitting program evaluation data to IHVE, GRANTEE will release client data according to the level of informed consent given by the client.

CC. Report aggregate data to MDH on clients served by the home visiting program that do not grant informed consent to release any individual level data to MDH, according to the schedules and standards specified by MDH.

DD. If submitting data to IHVE, ensure GRANTEE staff collect and enter data into IHVE-compatible data entry forms in the software selected by GRANTEE for this purpose. GRANTEE will ensure that data

submitted to IHVE is timely, accurate, and complete. GRANTEE will correct data quality issues as required by MDH.

1. If using electronic health record or case management software to submit data to IHVE, GRANTEE must obtain training and technical assistance on data entry and submission from their software vendor.

2. If using MDH-hosted IHVE data entry forms in REDCap (or subsequent state replacement), MDH will provide training and technical assistance to GRANTEE on data entry and submission to IHVE.

EE. GRANTEE may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. GRANTEES using incentive instruments must have written effective policies and procedures on file with MDH before purchasing any incentive instruments. GRANTEE is required to safeguard, monitor, and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight. Any incentives not supported by documentation will be considered an unallowable expense.

Exhibit B – Strong Foundations: Evidence Based Family Home Visiting Grantee's Work Plan

Exhibit B - Work Plan Timeline					
#	Goal/Objective/Activity	Staff Person(s) Responsible	Start Date	MDH 3-month review	Completion Date
	01/01/2023 - 12/31/2023				
1	***Goal: Increase access to evidence-based home visiting services.***				
1.1	*Objective: By June 2023, identify referral sources to strengthen and maintain the referral source network for incoming referrals to the program.*		1/1/2023		6/30/2023
1.1.1	Activity: Regularly connect with community organizations such as local medical clinics, WIC, high schools, religious organizations, etc. to inform them of the new home visiting program and the benefits to families.	MCH Team Lead in coordination with the PH Planner and CTC Lead.	1/1/2023		12/31/2023
1.1.2	Activity: On a quarterly basis, review referral sources and referrals into home visiting program and make improvement plan as needed.	MCH Team Lead to run report on referrals quarterly and discuss with MCH Team and PH supervisor.	1/1/2023		12/31/2023

1.2	*Objective: By September 30, 2023, at least **50%** or more of families will be recruited into home visiting services during the prenatal period.*		1/1/2023		9/30/2023
1.2.1	Activity: Develop outreach plan to reach eligible families during the prenatal period.	MCH Team Lead in coordination with the PH Supervisor and the MCH team.	1/1/2023		9/30/2023
1.2.2	Activity: Utilize Advisory committee input to evaluate and provide feedback related to prenatal outreach, referrals and family engagement.	PH Supervisor.	1/1/2023		9/30/2023
1.2.3	Activity: Discuss efforts and new resources monthly at MCH meetings and at other partner meetings ongoing.	MCH Team Lead in coordination with the PH Supervisor and the MCH team.	1/1/2023		12/31/2023
1.3	*Objective: By June 2023, achieve at least 75% of Target Caseload.*		1/1/2023		12/31/2023
1.3.1	Activity: Develop and monitor plan for recruitment and retention of families. Change and modify plan as needed to work towards the goal.	MCH Team Lead in coordination with the PH Supervisor and the MCH team.	1/1/2023		12/31/2023
1.3.2	Activity: On a quarterly basis, work with MDH staff to identify successes and challenges in recruitment and retention to meet target caseload.	PH Supervisor and Team Lead.	1/1/2023		12/31/2023

1.4	Objective: By June 2023, assure culturally and linguistically appropriate services to priority populations.		1/1/2023		12/31/2023
1.4.1	Activity: Continue to translate forms and use language line or other services as a mediator for barriers. Expand forms, etc. as needed with new cultures that move into Chisago County.	PH Supervisor- Continue to work with upper management to work on form translation. Team Lead- Continue to work with nurses to ensure use of language line and interpreters as needed.	1/1/2023		12/31/2023
1.4.2	Activity: Culturally sensitivity training yearly for staff.	MCH Team Lead in coordination with the PH Supervisor and the MCH team.	1/1/2023		12/31/2023
2	***Goal: Increase infrastructure to support staff to provide evidence-based home visiting services with model fidelity.***				
2.1	***3rd party billing*** *Objective: By December 31, 2023, 3rd party reimbursement revenue for home visiting services will sustain 20% of program costs.*		1/1/2023		12/31/2023
2.1.1	Activity: Collaborate with accounting staff to establish and maintain billing procedures and capture available revenue dollars for evidence-based home visiting services and review quarterly ongoing.	Home visiting staff, Lead, and PH Supervisor	1/1/2023		12/31/2023

2.1.2	Activity: Review and solve any errors or missed reimbursement options; seek technical assistance from PH Doc, IT, or MDH or Department of Human Services (DHS) for medical assistance reimbursement challenges.	Team Lead, PH Supervisor and Accounting	1/1/2023		12/31/2023
2.2	*Objective: By March 31, 2023, develop and implement a plan for how reflective practice support will be provided for supervisors, and home visitors throughout the grant period.*		1/1/2023		3/31/2023
2.2.1	Activity: Budget funds within the grant for all staff to receive reflective practice and supervision that meets the model recommendations.	PH Supervisor	1/1/2023		12/31/2023
2.2.2	Activity: Provide reflective practice opportunity and support to supervisor, lead, and staff to receive monthly individual and group reflective supervision either by a Level III or IV Infant Mental Health endorsed consultant (IMH-E) and have access to additional training and coaching as needed.	PH Supervisor	1/1/2023		12/31/2023
2.3	*Objective: From January 1, 2023, to December 31, 2023, be in good standing with model developer.*		1/1/2023		12/31/2023
2.3.1	Activity: Attend MDH or model developer trainings and Community of Practice.	Team Lead and PH Supervisor	1/1/2023		12/31/2023
2.3.2	Activity: All staff receive required model trainings and other core trainings as available to include ASQ, Futures w/o Violence, and selected parent-child interaction tools.	Team Lead to ensure staff are up to dates on trainings.	1/1/2023		12/31/2023

2.4	*Objective: By July 2023, local Advisory Committee will have held 2 quarterly meetings to provide regular guidance for program implementation.*		1/1/2023		7/31/2023
2.4.1	Activity: Ongoing and quarterly at minimum, recruitment for diverse membership on Advisory Committee and provide orientation.	PH Administrator, PH Supervisor and Team Lead with input from MCH Team.	1/1/2023		12/31/2023
2.4.2	Activity: Advisory Committee will review program updates and outcome data and provide guidance to supervisor and lead.	PH Administrator, PH Supervisor and Team Lead	1/1/2023		12/31/2023
3	**Participate in MDH Evaluation and continuous quality improvement activities to enhance home visiting services.**				
3.1	*Objective: Throughout the grant period, collect and submit evaluation data to MDH according to prescribed methods and processes.*		1/1/2023		12/31/2023
3.1.1	Activity: Lead and Supervisor: Attend evaluation orientation meeting with MDH by 2/28/2023 to create a work plan for implementing IHVE data collection and submission, or alternative evaluation data submissions if grantee is a Tribal Nation opting to submit model developer forms.	PH Supervisor and Team Lead.	1/1/2023		2/28/2023
3.1.2	Activity: Maintain process to obtain written informed consent from home visiting participants to release their data to the State of Minnesota. Provide a copy of the consent form to MDH before enrolling families into the home visiting program.	Team lead and home visiting nurses.	1/1/2023		12/31/2023

3.1.3	Activity: Ensure that staff complete training on data collection and data entry procedures in the selected system for evaluation data annually.	Team Lead.	1/1/2023		12/31/2023
3.1.4	Activity: Enter home visiting data into the selected system for evaluation data within 3 business days of each home visit to assure timely and accurate data entry.	Team lead and home visiting nurses.	1/1/2023		12/31/2023
3.1.5	Activity: Within 10 business days of notification by MDH, address data quality issues as requested or communicate an alternative plan to fix quality issues.	Team lead in partnership with PH-Doc and MDH.	1/1/2023		12/31/2023
3.2	*Objective: Implement continuous improvement tools and strategies to improve practice and meet goals.*		1/1/2023		12/31/2023
3.2.1	Activity: Review MDH, model and local data reports on a quarterly basis to find opportunities for growth or quality improvement areas.	PH Supervisor and Team Lead.	1/1/2023		12/31/2023
3.2.2	Activity: Share model specific quality improvement plan with MDH staff yearly or as requested.	PH Supervisor and Team Lead.	1/1/2023		12/31/2023

Exhibit C – Strong Foundations: Evidence-Based Family Home Visiting Grantee's Budget

The summary budget is shown for reference only and is non-binding.

Exhibit C : Budget Summary for January 1, 2023 - December 31, 2023

Contact person:	Kay Winterfeldt
Applicant Agency	Chisago County
Phone	651-213-5223
E-mail	kay.winterfeldt@chisagocountymn.gov
Enter your indirect rate	0.00%

These amounts will fill in from the Primary Budget tab.		The totals will calculate automatically.
Category	**January 1, 2023 - December 31, 2023**	**Total**
Salaries and Fringe Benefits	$ 119,100	$ 119,100
Contractual Services	$ 6,360	$ 6,360
Travel	$ 775	$ 775
Supplies and Expenses	$ 3,700	$ 3,700
Other	$ 5,500	$ 5,500
Subtotal	$ 135,435	$ 135,435
Indirect*	$ 4,565	$ 4,565
Total	$ 140,000	$ 140,000

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 23
Title of Item for Consideration: Canvas Health Contract through 2024	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of a contract with Canvas Health dated January 1, 2021 through December 31, 2022.	

Background: Canvas Health provides mental health, chemical health, and domestic and sexual abuse services to children, adolescents, adults and families. Established in 1969 as a community mental health center in the Washington County area, Canvas Health has expanded its services over the years and now has an office in North Branch. This provides Chisago County residents with another choice of mental health service provider in the local area.

Canvas Health will provide the following services to eligible indigent Chisago County residents as authorized by Health and Human Services:

- Adult day treatment
- Dialectical Behavioral Therapy for individuals and groups
- Diagnostic assessments
- Psychological evaluations
- Individual and group psychotherapy
- Rule 25 Chemical Health assessments

Attachment(s):

- Canvas Health Contract through 2024

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Canvas Health Contract through 2024 . The suggested motion is as follows:

"Move to approve the Canvas Health Contract through 2024."

Implications of Action: Approval will provide eligible Chisago County residents access to local chemical and mental health services.

Budget/Financial Implications: Current budgeted (2022) county levy dollars up to $60,000.00.

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

Administrator's Recommendation

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between CANVAS HEALTH, INC. 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 Canvas Health Inc., 7066 Stillwater Blvd. N., Oakdale, MN 55128, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, 373.02 and 245.461 to 245.486 and 245.487 to 245.4889 and MN Rule 9530.6610, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Adult Day Treatment services, Outpatient Psychotherapy, Diagnostic Assessments, Psychological Evaluations and Rule 25 Chemical Dependency assessments and referrals to clients in the adult mental health, children's mental health and chemical health program 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 January 1, 2023 **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until December 31, 2024 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. CONTRACTOR'S DUTIES.

A. Adult Day Treatment – Program Code 468x – Appendix A
Service Definition: A short-term structured program of group psychotherapy, rehabilitative mental health, and other intensive therapeutic services provided by a multidisciplinary team to reduce the effects of mental illness, promote recovery, and enable transition to a lower level of care in the community.

B. Adult Outpatient Psychotherapy - Program Code 452x – Appendix A
1. Service Definition: Outpatient Psychotherapy provided by or under the clinical supervision of a mental health professional to an adult with mental illness. This service is provided outside of an inpatient or residential setting and excludes psychotherapeutic services provided as part of a day treatment or community support program.
2. Service Definition: Dialectical Behavioral Therapy (DBT) Program is a treatment program designed to improve a client's ability to regulate strong emotions, tolerate distress and maintain satisfying and meaningful relationships.

C. Child Outpatient Psychotherapy - Program Code 453x – Appendix A
1. Service Definition: Outpatient Psychotherapy provided by or under the clinical supervision of a mental health professional to a child with emotional disturbance. This

service is provided outside of an inpatient or residential setting and excludes psychotherapeutic services provided as part of a day treatment or community support program.

D. Adult Outpatient Diagnostic Assessment/Psychological Testing – Program Code 408x – Appendix A
   1. Service Definition: Adult Outpatient Diagnostic Assessment is the diagnostic assessment of an adult including history, mental status, and disposition, by a licensed mental health provider or under the supervision thereof. This excludes diagnostic assessments provided as part of a day treatment or community support program, and those provided by staff of a residential or inpatient program.
   2. Service Definition: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning.

E. Child Outpatient Diagnostic Assessment/Psychological Testing – Program Code 405x – Appendix A
   1. Service Definition: Child Outpatient Diagnostic Assessment is the diagnostic assessment of a child including history, mental status, and disposition, by a licensed mental health provider or under the supervision thereof. This excludes diagnostic assessments provided as part of a day treatment or community support program, and those provided by staff of a residential or inpatient program.
   2. Service Definition: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning.

F. Rule 25 Assessment/Rule 24 Financial Eligibility Determination – Program Code 305x – Appendix B
   Service Definition: Provision of assessment by qualified county staff or their designees, using the current DHS approved Rule 25 Assessment form to determine clinical eligibility for publicly paid substance use disorder (SUD) treatment. It also includes activities to determine a client's Medicaid eligibility or current income and household size, current enrollment in a state prepaid health care plan, and availability of third party payer, to establish financial eligibility for the Consolidated Chemical Dependency Treatment Fund (CCDTF) to pay for the appropriate SUD treatment. The assessment process is further defined in Minnesota Rules, parts 9530.6600 to 9530.6655 (Rule 25), and the financial determination requirements are further defined in Minnesota Rules, parts 9530.7000 to 9530.7031 (Rule 24).

G. The terms of Appendix A, Appendix B, Appendix C, Appendix D and Appendix E are adopted and incorporated as if stated in full here in. To the extent there are conflicts between the terms of this agreement and that of the referenced Appendix A, Appendix B, Appendix C, Appendix D and Appendix E the terms set forth herein shall control.

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
   1. Compensation: See Appendix A and Appendix B for payment rates.
   2. The total obligation of the County for all compensation and reimbursement to the CONTRACTOR shall not exceed Sixty thousand, ($60,000.00) for the term of this contract.

Any volumes that exceed the CONTRACTORS ability to deliver service may result in a review by the County for a possible amendment to this contract.

B. Terms of Payment.

CONTRACTOR will determine if the client is eligible for the Sliding Fee Schedule based on Appendix C - Sliding Fee Schedule Policy, using the current year's Sliding Fee Scale for County Paid Eligible Clients which is based on the Department of Health & Human Services poverty guidelines. Sliding Fee Schedule applies only on those services covered under this contract. CONTRACTOR will bill the County based on the rates in Appendix A and Appendix B, minus any fee determined to be owed by the client.

CONTRACTOR will collect any client fee directly from the client. In the event the CONTRACTOR is unable to obtain any payment from the client, or any agreement by the client to a payment schedule, within 90 days of the determination of the fee, the CONTRACTOR will bill the County for the amount of the client fee.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. All invoices must include the assigned County Authorization Code for each Rule 25 Assessment. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Please send your final invoice by the 10th day of the last month of the contract.

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)213-5217
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:	Khu Thao, CEO, Canvas Health, Inc.
Address:	7066 Stillwater Blvd. N., Oakdale, MN 55128
Telephone:	651-251-5042

E-Mail: kthao@canvashealth.org
Fax: 651-251-5111

V. CANCELLATION AND TERMINATION.

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

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

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. The parties shall comply with all federal, state and local laws. 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 as follows:

$500,000 per claim
$1,500,000 per occurrence
$3,000,000 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. 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.

E. 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 cap(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.

XII. **GOVERNMENT DATA PRACTICES ACT**. The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 subd. 11(c). The CONTRACTOR shall retain all documents created as part of this agreement in accordance with the Minnesota Records Retention Schedule found in the MN Department of Human Services Bulletin #14-85-01. 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).

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Appendix E.

XIII. **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. This includes retaining copies to maintain continuity of care, coordinate care, provide access to clients, and substantiate claims to other payors.

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. 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.

1. **CONTRACTOR: Canvas Health, Inc.**
   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:
Date:

2. **COUNTY OF CHISAGO:**

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

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

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

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

APPENDIX A

ADULT DAY TREATMENT

Program Content: Three days per week of Adult Day Treatment Services per DHS standards utilizing the Illness, Management and Recovery curriculum. Group each day consists of a total of three hours, with at least one hour of group psychotherapy and two hours of group skills. A group will run for 12 consecutive weeks and consist of at least 4, but no more than 12 clients.

Program expectations: Groups are facilitated by two mental health practitioners. Clinical supervision is provided by a licensed psychologist to the day treatment providers, per established guidelines in Rule 47. All enrolled clients will have a current Diagnostic Assessment, Functional Assessment, LOCUS rating, treatment plan, Interpretive Summary and Discharge Plan completed by the CONTRACTOR.

ADULT OUTPATIENT PSYCHOTHERAPY

Outpatient Psychotherapy:

Program Content: Psychotherapy, family psychotherapy, group therapy, and crisis psychotherapy. Sessions are typically once per week and vary in length between 20 and 70 minutes. Duration of treatment can vary between 3 sessions and 5 years. Need for medically necessary services is determined by a diagnostic assessment.

Program expectations: provided by or under the clinical supervision of a mental health professional.

Dialectical Behavioral Therapy (DBT) Program:

Program Content: One session per week of group skills training lasting two and one-half hours. One session per week of individual therapy with a therapist lasting 50-60 minutes. Client will have access to after-hours telephone coaching calls provided by the client's individual therapist. The program requires a one-year commitment from the client. A group consists of at least 4, but no more than 12 clients.

Program expectations: Groups are co-facilitated. All enrolled clients will have a current Diagnostic Assessment, Risk Assessment and Safety Plan, Functional Assessment, treatment plan and a completed BSCL – 23.

CHILD OUTPATIENT PSYCHOTHERAPY

Outpatient Psychotherapy:

Program Content: Psychotherapy, family psychotherapy, group therapy, family psychoeducation, and crisis psychotherapy. Sessions are typically once per week and vary in length between 20 and 70 minutes. Duration of treatment can vary between 3 sessions and 5 years. Need for medically necessary services is determined by a diagnostic assessment.

Program expectations: provided by or under the clinical supervision of a mental health professional.

ADULT OUTPATIENT DIAGNOSTIC ASSESSMENT/PSYCHOLOGICAL TESTING

Adult Outpatient Diagnostic Assessment:

Program Content: A diagnostic assessment to meet the criteria established under Minnesota Rules 2016, section 9505.0371.

Program expectations: provided by or under the clinical supervision of a mental health professional.

Psychological Testing:

Program Content: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning. This ranges between 1 and 10 hours per day. An explanation of findings is also provided as part of this service.

Program expectations: provided by or under the clinical supervision of a mental health professional.

CHILD OUTPATIENT DIAGNOSTIC ASSESSMENT/PSYCHOLOGICAL TESTING

Child Outpatient Diagnostic Assessment:

Program Content: A diagnostic assessment to meet the criteria established under Minnesota Rules 2016, section 9505.0371.

Program expectations: provided by or under the clinical supervision of a mental health professional.

Psychological Testing:

Program Content: Psychological Testing is the administration of psychological tests and other psychometric instruments used to determine the status of a recipient's mental, intellectual, and emotional functioning. This ranges between 1 and 10 hours per day. An explanation of findings is also provided as part of this service.

Program expectations: provided by or under the clinical supervision of a mental health professional.

PAYMENT RATES:

CONTRACTOR will take all necessary steps to help clients who do not have insurance coverage establish such coverage, and for clients with coverage, bill client's insurance and accept the insurance payment as payment in full unless a co-pay, co-insurance, deductible, or spenddown apply. Uninsured clients will be requested by the COUNTY to apply for health insurance. Diagnostic Assessments done by other providers will be accepted if the assessment was completed within 30 days of the date of the referral and establishes medical necessity for this level of care.

ADULT DAY TREATMENT	2023	2024
Minimum of one hour of group psychotherapy and two hours of group skills per day	$68.95 per hour	$71.01 per hour
DIALECTICAL BEHAVIORAL THERAPY		
DBT Skills Group	$24.40/15 min. unit	$25.13/15 min. unit
Individual Therapy with a DBT Therapist	$31.82/15 min. unit	$32.77/ 15 min. unit
After hours coaching calls	no additional charge	
DIAGNOSTIC ASSESSMENT (Standard)		
Diagnostic Assessments, including completion of a Rule 47 mental health assessment, World Health Organization Disability Assessment Schedule (WHODAS), Functional Assessment and Level of Care Utilization System (LOCUS) rating or BSCL-23	$217.48	$224.00
PSYCHOLOGICAL EVALUATIONS		
Psychological tests must meet psychological standards for reliability and validity and be suitable for the diagnostic purposes for which they are used. Includes face-to-face interview to validate the test, administration and scoring, interpretation of results and a written report to document the results of the test(s).	$201.57 per hour $392.53 for missed appointment or cancellation with less than 24 hours notice	$207.61 $404.30 for missed appointment or cancellation with less than 24 hours notice

APPENDIX B

RULE 25 CHEMICAL HEALTH ASSESSMENTS AND REFERRALS

ADULT DAY TREATMENT	2023	2024
For Rule 25 Assessments and completion of any subsequent referrals for treatment conducted at the CONTRACTOR'S place of business: The rates shall be per assessment and referral.	$206.00	$212.18
For Rule 25 Assessments only conducted at the CONTRACTOR'S place of business: the rate shall be per assessment.	$154.50	$159.13
For Rule 25 Assessments and completion of any subsequent referrals for treatment conducted at a hospital: the rate shall be per assessment and referral.	$309.00	$318.27
For Rule 25 Assessments only conducted at a hospital: the rate shall be per assessment.	$257.50	$265.22

- Rule 25 Assessments shall be provided by the CONTRACTOR in accordance with Minnesota Rules, parts 9530.6600 through 9530.6655.
- The CONTRACTOR shall update assessments at no cost for updates that occur within six months of the original assessment date.
- The COUNTY will provide the CONTRACTOR with packets including the necessary forms.

Client Intake:

- The CONTRACTOR shall refer all inquiries for Rule 25 Assessments to the COUNTY at its designated telephone number and/or through a secure email system.
- COUNTY shall conduct an initial intake for Rule 25 Assessments to gather client data and obtain a release of information from the client to refer them to the CONTRACTOR.
- The COUNTY will assign a unique authorization code to each individual it refers to the CONTRACTOR.
- Prior to conducting the assessment, the CONTRACTOR shall contact the COUNTY to verify the individual's authorization code.

Client Assessment and Referral:

- The CONTRACTOR will obtain any releases of information needed from the client to conduct the assessment and make a referral for treatment.
- If referral is for a Rule 25 Assessment and referral, CONTRACTOR will complete the Rule 25 Assessment, discuss treatment options with the client and make all calls necessary to arrange for the client's placement.

Submission to County:

- Upon completion of the assessment and referral within the required timeline, the CONTRACTOR shall submit the Rule 25 Assessment and all relevant documentation within seven (7) calendar days to the COUNTY. If the information submitted is insufficient or incomplete, the CONTRACTOR will be notified by the COUNTY. Assessments may be faxed to the COUNTY or emailed using a secure email system.

Quality Assurance:

- All required assessment documentation submitted must be complete, accurate and legible.
- CONTRACTOR shall maintain copies of all paperwork submitted to the COUNTY in accordance with the CONTRACTOR'S established guidelines.
- Any assessor with continued or repeated performance issues may be prohibited from completing assessments on behalf of the COUNTY.

APPENDIX B – continued

- Prior to performing any Rule 25 Assessments under this Agreement, the CONTRACTOR shall submit a copy of the current Licensed Alcohol and Drug Counselor (LADC) license for each assessor.
- A non-LADC individual may complete a Rule 25 Assessment on behalf of the CONTRACTOR if they have an equal or greater number of training/credit hours, are licensed/credentialed in another state, and have received prior approval by the COUNTY.

APPENDIX C

SLIDING FEE SCHEDULE

Canvas Health is able to provide a sliding fee to qualified clients of certain programs. The sliding fee schedule for Chisago County residents will be based upon verified family size and gross income. The sliding fee schedule will define the maximum percent of the full fee for services for which eligible clients will be responsible. The sliding fee schedule will be developed in accordance with all applicable laws and regulations. The zero points on the fee schedule will be established in accordance with 100% of the federal poverty guidelines. The current year's Sliding Fee Scale for County Paid Eligible Clients will be used and is based on the Department of Health & Human Services poverty guidelines published at www.federalregister.gov.

Applicability:
Any service delivered under this contract, minus any fee determined to be owed by the client.

Definitions:

Federal Poverty Guidelines: are guidelines developed by the Department of Health and Human Services to help determining financial eligibility for certain programs.

Uninsured: Individuals who have no health insurance for any service.

Underinsured: People who have health insurance but lack coverage for a specific medically necessary service.

Guidelines and Implementation of the Sliding Fee Schedule

1. Fee Determination – At the time of intake, clients will complete and sign a Fee Determination form, which will include required information on family size and gross income.
2. Verification – Clients will be required to provide verification of income by providing income tax forms, pay stubs, or other comparable documentation. Clients who apply for sliding fee are required to apply for public or private insurance and provide proof of acceptance or rejection from the insurance. Clients assigned sliding fee are required to update verification of income every 90 days.
3. Refusal to Provide Information – If a client refuses to divulge family size or income or to provide the necessary verifications, no sliding fee reduction will be applied.
4. Client Refusal to Authorize Third-Party Coverage – Clients with third-party coverage who do not authorize Canvas Health to bill for services in order to receive payments from the health plan, refuse to provide the required insurance information, and/or refuse to obtain any health plan-required physician or other referral will be assigned 100% fee responsibility and will be responsible for full payment for services.
5. Canvas Health will work with the client on payment arrangements for the client's portion of the bill. If the client is unable to meet the obligations of their payment arrangements, Canvas Health will contact the Chisago County Behavioral Health Supervisor to discuss the client's situation and determine the next steps as provided for in Appendix D: Hardship Waiver Request.

6. Sliding Fee Reduction for Managed Care Clients or Clients in Closed Panel Health Plans of Which Canvas Health is Not a Part – Except for emergency services, clients with managed care or closed panel coverage are eligible for a sliding fee reduction only for services not covered by the health plan or for services provided under a direct referral from Chisago County.

7. Clients Who Move From the County – A client who begins receiving services while a resident of a participating county, who moved out of the county while an active client, may continue to be eligible for the sliding fee schedule for a limited period of time to allow for completion of treatment or until an appropriate referral can be made. Such application for the sliding fee schedule requires the approval of the division director or chief operating officer via the Reduction to Scheduled Fee form. This stipulation includes clients who are court-ordered by Chisago County for Canvas Health services.

APPENDIX D

HARDSHIP WAIVER REQUEST

If a client fails to meet the income eligibility standard for the sliding fee schedule or is eligible, but unable to pay the determined fee by their insurance company or assigned sliding fee responsibility, the client may request a hardship waiver from the County when the services are clinically necessary and the client demonstrates that participating in payment would create a financial hardship.

Applicability:
Any service delivered under this contract.

Definitions:

Federal Poverty Guidelines: are guidelines developed by the Department of Health and Human Services to help determining financial eligibility for certain programs.

Uninsured: Individuals who have no health insurance for any service.

Underinsured: People who have health insurance but lack coverage for a specific medically necessary service.

Guidelines and Implementation of the Hardship Waiver Request:

1. The client will complete a Chisago County Hardship Waiver Request for Canvas Health contracted Services.
2. The application will be reviewed by the COO of the CONTRACTOR in collaboration with the County Director or designee,
    a) CONTRACTOR will review all requests within one week of the request verbally with the County Director or designee.
    b) If verbally approved by the County Director or designee, the CONTRACTOR shall forward the Hardship Waiver Request form and the supporting documentation to the County Behavioral Health Supervisor for final review and final approval with the County review team.
    c) The County Behavioral Health Supervisor will notify the Contractor of the outcome of the review and the decision to authorize payment under the hardship waiver. Such authorization will include:
        i. The amount that the client is responsible for.
        ii. The length of time the hardship waiver funding may be accessed by the client.
        iii. Completion of the section "For Official Use Only".
3. Upon receipt of the hardship waiver funding approval from the County the CONTRACTOR may commence delivery of said service.
4. The CONTRACTOR will submit an individual invoice for clients utilizing a Hardship Waiver.

APPENDIX E

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Canvas Health, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).

B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.

C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;

D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
   (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
   (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
   (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

(a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.

(b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.

(c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.

(d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.

(e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.

(g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

(1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and

(2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and

(3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.

(h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:

(1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

(j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.

(k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

(l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

(m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.

(n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

(a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

(b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and

(c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless**. The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

(a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

(b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.

(c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings**. The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts**. This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries**. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby**. This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver**. The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns**. This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement**. This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement**. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation**. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request For Board Action

Meeting Date: November 16, 2022	***Item Number:*** 24
Title of Item for Consideration: County Administrator Employment Contract Renewal	
Action Requested by: Board of Commissioners	***Department:*** Board of Commissioners
Previous Action on this Matter: On March 18, 2020, the Board of Commissioners unanimously recommended that the positon of County Administrator be offered to Chase Burnham. The County and Mr. Burnham entered into an employment agreement.	
Background: The County Administrator is an "at will" employee serving at the will and pleasure of the County Board and Employee is appointed to an indefinite period, pursuant to Minnesota Statute §375A.06. The County Administrator may be removed by the County Board any time without cause subject to the limits placed upon removal by Minnesota Statute §375A.06. subd. I. ***Attachment(s)***: • 2022 Employment Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board formally approve the renewal employment agreement with Chase Burnham as County Administrator. The following motion is suggested; ***"Move to approve the employment contract with Mr. Chase Burnham in its entirety."***	
Implications of Action: County Board consideration and action at tonight's meeting will confirm the Boards intention to employ the services of Chase Burnham as the County Administrator. ***Budget/Financial Implications***: Recommended actions are within the approved 2023 Annual Budget for personnel expenses. ***Legal/Policy Implications***: The proposed actions are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the contract as to form.	

Administrator's Recommendation

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

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this _____date of November 16 2022, by and between the County of Chisago, State of Minnesota, hereinafter called "Employer" and Chase Burnham, hereinafter, the "Employee."

WITNESSETH:

WHEREAS, the Employer desires to employ the services of Employee as County Administrator for the County, as provided by Minnesota Statute § 375A.06;

WHEREAS, on January 15, 2020, the Employer offered the Employee the appointment to the office of County Administrator and Employee accepted the appointment to said office.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Term

A. The County hereby employs Chase Burnham in the capacity of County Administrator commencing November 16, 2022 and continuing for a term of three years unless employment is earlier terminated according to the provision of this Agreement. This Agreement shall renew automatically for succeeding three-year terms unless the County provides notice of its intent not to renew the contract at least ninety (90) days prior to the end of the contract term. No severance under paragraph 9 shall be provided in the event the County provides timely notice of its intent not to renew.

B. Employee may be removed by Employer any time without cause subject to the limits placed upon removal by Minnesota Statute § 375A.06, subd. 1.

C. Nothing in the Agreement shall prevent, limit or otherwise affect the rights of Employee to resign at any time and for any reason, subject to the provisions set for the herein.

Section 2. Duties and Responsibilities of Employee

A. As County Administrator, Employee shall perform those duties and responsibilities as set forth in the Minnesota Statute § 375A.06, the position description of County Administrator, and those provisions of County Ordinances and Resolutions enacted or adopted by the County Board and as set forth in the goals and objectives established by Employer relative to the office of County Administrator.

B. The Employee, subject to the limitations defined in ordinances and resolutions adopted by the County Board, from time to time, and the laws of the State of Minnesota, shall be the County Administrator of Chisago County and responsible to the County Board for the proper administration of the business affairs of Chisago County, the Constitution and Statutes of the

State of Minnesota, the ordinances of Chisago County and the resolutions and directives of the County Board.

C. The Employee shall be subject to all provisions of the Chisago County Personnel Policies that are not in conflict with the terms of this Agreement, except that the specific provisions within the Personnel Policies concerning compensation, grievance procedure, probation and permanent status, and discipline shall not apply to Employee. Additionally, if there is a conflict between provisions of the Chisago County Personnel Policies and this Agreement, the terms of this Agreement shall control.

Section 3. Salary

A. The Employee shall pay an Employee an annual salary in the amount of $154,750.89 commencing January 1st, 2023 and as adjusted pursuant to this Agreement and as limited by the provisions of Minnesota Statute Section 43A.17. Adjustments to the annual salary shall be set by resolution which shall become part of this Agreement.

B. The Employer may from time to time adjust base salary, either increase or decrease in such amounts and to the extent as the Employer may determine appropriate.

C. The Employer shall set the Employee's compensation package for the following year at the meeting in which the performance evaluation is reported or within the month in which the performance evaluation is completed as provided under Article 6, A.

D. In addition, the Employee's annual salary shall be adjusted consistent with the annual cost of living adjustment granted to general County employees as approved in the annual budget; with the first adjustment initiating on Employee's anniversary date in 2023 and continuing with the date established for the general employee compensation adjustment annually thereafter.

Section 4. Benefits

A. Except as provided in this Agreement, Employee shall be entitled to the Benefits/Health Insurance and Time Away from Work/Leaves of Absence as afforded by the Personnel Policies.

B. Employee shall accrue vacation at the rate of 24 days per year (7.4 hours per pay period).

C. Any unused accrual of vacation shall be payable upon termination or retirement.

D. The Employee shall accrue sick leave at the rate of 3.7 hours per pay period. Any used accrual of sick time shall be paid out upon termination or resignation.

E. Subject to the County's adopted budget, the County agrees to pay the professional dues and subscription for Mr. Burnham which are necessary for Mr. Burnham's continued

participation in professional associations necessary and desirable for Mr. Burnham's continued professional participation, growth and advancement.

Section 5. Professional Development

A. Subject to the County's adopted budget, the County shall pay travel and meal reimbursement, consistent with Chisago County Policies, for professional and official travel, meetings, and occasions adequate to continue the professional development of Mr. Burnham and mentoring to adequately pursue necessary official participation thereof. Professional development, mentoring includes but is not limited to the International County/City Managers Association (ICMA) annual conference, and the Minnesota County/City Management Association (MCMA) annual conference, the Association of Minnesota Counties annual conference, and the Minnesota Association of County Administrators.

F. Mileage reimbursement and cell phone allowance shall be in accordance with Employer policy.

Section 6. Termination and Severance Pay

Employee's employment under this Agreement may be terminated at any time in any one of the following ways:

A. The County may terminate this Agreement at any time. As outlined in Minn Statute § 375A.06, the Employee, having served more than one year as the Administrator, the Employee may demand written charges and a public hearing on the charges before the county board prior to the date when final removal takes effect.

B. Except as otherwise provided in this Agreement, in the event that Employee is involuntarily terminated by the Employer, with or without cause, the Employer agrees to pay Employee at the time of receipt of his last paycheck a lump sum cash payment equal to six months' salary at his rate on the date of termination. If said payment, in addition to salary received that calendar year, exceeds the Governor's salary cap, the portion which exceeds the cap shall be paid in the next calendar year.

C. If the Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if the Employer refuses, following written notice, to comply with any other provisions of this Agreement benefitting the Employee, or Employee resigns following a formal written or oral suggestion by the Employer that he resign or a request for resignation, then Employee may, at his option, be deemed to be terminated on the effective date of Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above.

D. Employee may terminate this Agreement at any time upon thirty (30) days prior notice by tendering his written resignation to the County. Employee shall cooperate with the County in effecting the transfer of his duties during the thirty (30) day notice period.

E. Within thirty (30) days of termination or resignation, the County shall pay Employee 100 % of his accrued and unused vested PTO and other benefits in accordance with the County's Personnel Policy.

Section 7. Performance Evaluation

A. The performance evaluation will be conducted by the County Board according to the procedures and criteria determined by the Employer and such review shall, at a minimum, solicit feedback from the County Board of Commissioners and a representative sample of direct reports of county staff. The review shall include an evaluation of the Employee's performance in accomplishing those goals and objectives as the County Board may establish and modify, from time to time, which shall be generally attainable, given the annual operating and capital budgets of the county and other resources and time available to the Employee. The annual performance evaluation review process shall also provide to the Employee an adequate opportunity to discuss the evaluation with the County Board.

B. Following the performance evaluation, the Employer will adjust the salary of Employee as provided in Article 3. C.

C. The Employee and the County agree to bring any perceived problems or inadequacies to the attention of the other party and to exercise good faith to mutually resolve such perceived problems or inadequacies.

Article 8. Merger

The terms and conditions set forth in this Employment Agreement, together with the terms and conditions of those documents expressly incorporated herein, is the entire aAgreement between the parties and supersedes all earlier and simultaneous Agreements regarding the employment relationship of Employee as County Administrator for Employer. All matters referred to in the Agreement are incorporated or attached and deemed part of this Agreement. All resolutions subsequent to this aAgreement that concern salary adjustments are incorporated. This Agreement may be amended only in a written document, signed by Employee and adopted by Employer through the County Board.

Article 9. Severability

If any article, section or provision of this Agreement, or any amendment thereof, should be held invalid by operation of law or any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions hereunder shall be enjoined or restrained by such tribunal, then the remainder of the provisions of this Employment Agreement and any amendment thereof shall not be affected thereby.

IN WITNESS WHEREOF, the County of Chisago and Chase Burnham have caused this aAgreement to be signed and executed.

EMPLOYEE:

Chase Burnham Dated

COUNTY OF CHISAGO

By: _____
Chairperson Dated
Chisago County Board of Commissioners

By: _____
Clerk of Board Dated

APPROVED AS TO FORM AND EXECUTION

By: 11/10/2022
County Attorney Dated

Chisago County Government Center
Front Door Court Security

Prohibited Items Confiscations	2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Prohibited Items Confiscated
Sharp objects		33	32	53	41	66	47	37	49	50	98	0	0	506
Guns, Firearms, Magazines		0	0	0	0	0	1	0	3	1	1	0	0	6
Martial arts and self-defense items		0	0	0	0	0	0	0	0	0	0	0	0	0
Tools & Sporting goods		5	4	9	7	7	5	5	7	6	10	0	0	65
Chemicals and other Dangerous Items		2	0	3	5	4	6	0	4	3	4	0	0	31
Total Prohibited Items Confiscated		40	36	65	53	77	59	42	63	60	113	0	0	608
Bag count	317,678	1,337	1,122	1600	1930	2466	1806	1636	1992	1709	3234			18,832

Services Rendered	2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Services Rendered
Disturptive/Suspicious Persons Calls		0	0	1	2	1	1	0	0	1	1	0	0	7
Medical Assists		0	0	0	0	0	0	0	0	0	0	0	0	0
Officer/Deputy/Probation/911 Assist		0	0	0	1	0	0	0	0	5	2	0	0	8
Emotional Disturbed Persons		0	0	0	1	0	0	0	0	0	0	0	0	1
Handicap/Elderly Assists		4	2	1	1	13	1	0	0	8	10	0	0	40
Escorts to Motor Vehicle		0	0	0	0	0	0	0	0	0	0	0	0	0
Child Protection Referral		0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Lot Security Inspection		0	5	12	13	13	15	13	0	11	10	0	0	92
Door and Fire Alarms		4	0	0	0	0	0	1	0	2	0	0	0	7
Misc. Services Rendered		1	2	0	0	0	1	6	0	0	0	0	0	10
Total Services Rendered		9	9	14	18	27	18	20	0	27	23	0	0	155

COPY